January 30, 2023 Board Meeting

Dan McClure Auditorium East 6000 Airport Circle Dr Sarasota, FL 34243



January 30, 2023 01:00 PM

Ageı	nda T	opic	Presenter	Page
1.	Call to	Order, Invocation, and Pledge to Flag	Chairman Jackson	
2.	Introd	uction of New Employees	Pamela Kantor	
3.	Appro 2022	val: Minutes of Workshop & Regular Meetings of November 22,	Chairman	3
4.	Public	Comments - Items on the Agenda	Chairman	
present contrac	it to the	public who wish to speak on a topic, whether on the agenda or not, are asked to Board Secretary. This is the time for anyone wishing to speak on ANY agenda it so f the \$325,000 threshold amount. A later item on the agenda is set aside for t	em, even those that may invo	olve a
5.	_	nunication: Plante Moran Audited Fiscal Year 2022 Financials ete financial report available in the Diligent Resource Center	Fredrick J. Piccolo	
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		m(s) involve a contract in excess of the threshold of \$325,000 and pursuant to Se rtunity for public comment must be offered before their approval, award, or ratifica		
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10.	Old/Ne	ew Business		
11.	Public	Comments - Items Not on the Agenda	Chairman	
		o speak on items not on the agenda must complete a Citizen's Comment card ar nited to five minutes per person. No individual may give their time to another spe		ıry.
12.	Comm	ents by Commissioners	Chairman	
13.	Adjour	nment	Chairman	

Proceedings of this public meeting will be digitally recorded. Copies may be purchased from the SMAA executive assistant at 941-359-2770, ext. 4216. Anyone wishing to appeal a decision made by the Airport Authority concerning any matter considered at this public meeting will need a record of the proceedings and must ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is based.

AGENDA ITEM NO. 3



Minutes for November 22, 2022 Workshop Meeting

11/22/2022 | 10:45 AM - 12:05 PM

Dan McClure Auditorium East - Conference Room

Attendees

Commissioners: Carlos Beruff, Jesse Biter; Doug Holder; Kristin Incrocci; Jeff Jackson;

Robert Spencer

Staff/Council: Fredrick Piccolo; Kent Bontrager; Pamela Kantor; Mark Stuckey; Dori Guzman;

C. Dan Bailey, Jr.

Staff from: Gresham Smith; Magnum Builders, Inc; and DeAngelis Diamond Construction

Agenda

Call to Order

Secretary Biter called the meeting to order at 10:45 a.m.

Presentation: Update of Airport Construction Projects

Mr. Piccolo noted the reason for the workshop was to update the Board on the revised scope, cost, and estimated completion dates of various Airport projects. Staff from DeAngelis Diamond and Mangum Builders shared the following information via PowerPoint:

- Work Project 3: Utility Relocation GMP. Details regarding the relocation; total cost estimate \$14,911,728
 - Market factors affecting cost and completion dates include:
 - Shortage of qualified labor and available trades
 - FAA requirements hindering competitive bidding
 - o Material lead times continue to strain the market
 - Permitting, inspection, and approval departments of all Authorities are experiencing backlog
 - Hurricane Ian recovery and rebuilding are taxing an already stressed labor force
- Summary of project completion dates:
 - Work Project 1a/1b: Escalator Procurement/Replacement. Anticipated completion October 2023.

Minutes for November 22, 2022 Workshop Meeting

- Work Project 2: Concourse B Hold Room Realignment. Anticipated completion date September 2023.
- o Work Project 3: Utility Relocation. Anticipated completion date August 2024.
- Work Project 5: Ground Boarding Facility & CEP Upgrades. Anticipated completion date December 2024.

Mr. Piccolo provided detailed cost information related to the above projects, with an expected total cost of approximately \$165 million. The Airport's portion is estimated to be \$11 million.

There was discussion regarding a hydraulic fuel system which would eliminate the need for fuel trucks.

Airport staff and staff from Gresham Smith, Magnum Builders, and DeAngelis Diamond responded to other clarifying questions from the Board.

Miscellaneous Matters

None

Adjournment

The meeting was adjourned at 12:05 p.m.

ATTEST:	APPROVE:	
Robert Spencer, Secretary	Jeffrey Jackson, Chairman	



Minutes for November 22, 2022 Board Meeting

11/22/2022 | 12:59 PM - 01:17 PM

Dan P McClure Auditorium East, 6000 Airport Circle, Sarasota FL 34243

Attendees

Commissioners: Carlos Beruff; Jesse Biter; Doug Holder; Kristin Incrocci; Jeff Jackson; Robert Spencer Staff/Council: Fredrick Piccolo; Kent Bontrager; Pamela Kantor; Mark Stuckey; Dori Guzman; C. Dan Bailey, Jr.

Agenda

1. Call to Order, Invocation, and Pledge to Flag

Commissioner Beruff called the meeting to order at 12:59 p.m. Commissioner Holder lead the invocation and the pledge.

2. Election of Officers

Mr. Bailey took nominations from the Board for Chairman, Vice Chairman, and Secretary. He advised the positions should be rotated between the counties each year; therefore, this year's Chairman will be from Sarasota County, with the Vice Chairman and Secretary from Manatee County.

Mr. Bailey took nominations from the Board and declared by acclamation the following new officers of the Board, to serve from November 2022 to November 2023:

Jeffrey Jackson, Chairman

Kristin Incrocci, Vice Chairman

Robert Spencer, Secretary

3. Presentation of Plaque to Chairman Beruff

Newly elected Chairman Jackson presented a plaque to Commissioner Beruff in appreciation of his services as the past Board Chairman.

4. Introduction of New Employees

Pamela Kantor Executive VP/CFO, introduced Maya Solomovich as new HR Director, and noted four additional employees were hired in October.

Mr. Piccolo also noted that Kent Bontrager, Senior VP, received his American Association of Executives (AAE) Certification.

5. Approval: Minutes of Regular Meeting of September 26, 2022

The Board approved the minutes of the regular meeting of September 26, 2022, as presented.

6. Public Comments - Items on the Agenda

There were no public comments regarding items on the agenda.

7. Items Needing Action

7.1 Approval: Proposed Schedule of Calendar Year 2023 SMAA Board Meeting Dates

Mr. Piccolo requested the Board approve the schedule of meeting dates of the Authority for 2023:

Monday, JANUARY 30

Monday, MARCH 27

Monday, MAY 22 (preceded by workshop to evaluate the President/CEO)

Monday, AUGUST 28 (preceded by the budget workshop)

Monday, SEPTEMBER 25

Monday, NOVEMBER 27

According to the bylaws, if necessary, the Board will schedule a second budget workshop for the first Wednesday after Labor Day, September 6, 2023.

MOTION: Commissioner Holder moved to approve the schedule of Authority meeting dates for 2023. Commissioner Spencer seconded. **MOTION PASSED UNANIMOUSLY (6-0).**

7.2 Approval: Proposed Schedule of Calendar Year 2023 Employee Holidays

Mr. Piccolo requested approval of the proposed employee holidays for 2023:

HOLIDAY DAY OBSERVED

New Year's Day 2023 January 2 (M)

Martin Luther King, Jr. Day January 16 (M)

Memorial Day May 29 (M)

Independence Day July 4 (T)

Labor Day

Veteran's Day

November 10 (F)

Thanksgiving Day

November 23 (Th)

Day after Thanksgiving

November 24 (F)

Christmas Eve

December 22 (F)

Christmas Day

December 25 (M)

Two Floating Holidays

Not Designated

MOTION: Commissioner Holder moved to approve the proposed 2023 employee holiday schedule as presented. Commissioner Spencer seconded. **MOTION PASSED UNANIMOUSLY (6-0).**

7.3 Approval: One-Time Disaster Related Payment to Employees

Mr. Piccolo requested approval of a one-time disaster related payment to recognize the dedication and hard work of employees before, during and after Hurricane Ian. Payment is requested as follows:

Employees hired on or before 09/29/22: Employees working on 09/28 and/or 09/29/22:

 Full time
 \$250
 Full time
 \$500

 Part time
 \$150
 Part time
 \$300

 Substitute
 \$100
 Substitute
 \$200

MOTION: Commissioner Holder moved to approve the one-time disaster related payment to employees as presented. Commissioner Spencer seconded. **MOTION PASSED UNANIMOUSLY (6-0).**

7.4 Approval: Three-Year Police Collective Bargaining Agreement and Retroactive Pay for Bargaining Unit

The Collective Bargaining Agreement as presented reflects the following changes: PERC approval to include part-time officers in the bargaining unit; matching the salary grade changes effective May 9 2022 for the Police Union personnel; and update Appendixes B and E accordingly.

MOTION: Commissioner Holder moved to approve the Three-Year Police Collective Bargaining Agreement as presented, effective October 1, 2022 through September 30, 2025. Commissioner Spencer seconded. **MOTION PASSED UNANIMOUSLY (6-0).**

7.5 Approval: Purchase of Municipal Cleaning Vehicle (B-230003)

Staff requests purchase of a new Municipal Cleaning Vehicle in order to allow the Authority to bring assorted cleaning functions in-house.

MOTION: Commissioner Holder moved to authorize the President/CEO to approve the purchase of a Municipal Cleaning Vehicle in a not to exceed amount of \$218,635. Commissioner Spencer seconded. **MOTION PASSED UNANIMOUSLY (6-0).**

7.6 First Amendment to Lease & Concession Agreement with Mitchell Management of Florida, Inc.

The terms of the original agreement with Mitchell Management were October 2, 2021 – August 31, 2023 with three 3-year renewal terms through August 31, 2026. Due to skilled labor and supply chain issues, the concession did not open until August 30, 2022. As such, staff would like to amend the contract as follows: a five-year term, with a renewal term at the option of the Authority. In exchange, Mitchell Management has agreed to increase the percentage payment on food/beverages sales from 12% to 13.5% of gross receipts during the term renewal.

MOTION: Commissioner Holder moved to approve a First Amendment to the Lease and Concession Agreement with Mitchell Management of Florida, Inc. as presented. Commissioner Spencer seconded. **MOTION PASSED UNANIMOUSLY (6-0).**

7.7 Approval: Amending Resolution 2022-06 Incorporating Additional Vehicle Parking Lots and Rates

Due to increased passenger traffic and the need for additional parking, Airport staff has increased the number of parking spaces from 2,439 to 4,428 spaces. Staff is requesting Resolution 2022-06 be amended to reflect the following rate changes:

Remote Lots B, C, D & E: \$10 daily maximum

Discount Lot: \$5 daily maximum

MOTION: Commissioner Holder moved to approve Resolution 2022-06 Amended, Incorporating Additional Vehicle Parking Lots and Rates, effective November 22, 2022 as presented. Commissioner Spencer seconded. **MOTION PASSED UNANIMOUSLY (6-0).**

7.8 Approval: First Amendment to Lease & Development Agreement with SRQ Hanger, LLC.

Due to a lease agreement being terminated with a prior lessee, staff would like to amend the agreement with SRQ Hangar, LLC approved by the Authority on April 25, 2022. The new terms shall include relocation of premises; expansion of premises from two to three acres; and non-exclusive right to construct, operate and maintain a fuel farm facility to service lessee's private aircraft, in accordance with the Authority's Minimum Standards for Aeronautical Activities.

MOTION: Commissioner Holder moved to approve the First Amendment to the Lease and Development Agreement with SRQ Hangar, LLC to relocate and expand the premises and amend the grant of rights, as presented. Commissioner Spencer seconded. **MOTION PASSED UNANIMOUSLY** (6-0).

7.9 Approval: First Amendment to Fixed Base Operator Development and Operating Lease Agreement with Sheltair Aviation SRQ, LLC

On April 25, 2022 the Authority approved a Fixed Base Operator Development and Operating Lease Agreement with Sheltair Aviation SRQ, LLC. Upon completion of survey, Lessee has requested to reconfigure the original site plan and expand the premises to include fuel farm facilities.

MOTION: Commissioner Holder moved to approve the First Amendment to Fixed Base Operator Development and Operating Lease Agreement with Sheltair Aviation SRQ, LLC., as presented. Commissioner Spencer seconded. **MOTION PASSED UNANIMOUSLY (6-0).**

8. Items Needing Action - Over \$325,000 Threshold

8.1 Approval: Construction Contract Award to Magnum Builders, Inc for Ground Transportation Center Project

Airport staff and consultant AVCON evaluated the two bids received for the Ground Transportation Center Project, and recommend the Authority approve the lowest responsive bid, submitted by Magnum Builders of Sarasota, Inc. The Center will include covered pickup lanes, protected pedestrian walkways, lighting, a drivers' lounge with restrooms, security, and technology for access and control. Additionally, the bus/transit stop will be relocated and upgraded. The project has received a grant from FDOT and is eligible for up to 50% funding.

MOTION: Commissioner Biter moved to authorize the Chairman to execute a construction contract with Magnum Builders of Sarasota, Inc. in an amount up to \$6,978,418.77, with a 10% contingency for

a total budget of \$7,676,260.00. Commissioner Holder seconded. **MOTION PASSED UNANIMOUSLY** (6-0).

8.2 Approval: Guarantee Maximum Price Proposal for Work Package 3, Underground Utility Relocation for the Terminal Concourse B Renovations and New Ground Loading Concourse Project

Work Package 3 of the Terminal Concourse B Renovations encompasses the underground utility relocation and includes installation of water, sewer, gas, electric conduit, fiber conduit, stormwater pipes, and fuel hydrant lines. The project will also install a utility corridor under the existing concrete apron, provide new services for the Ground Boarding Facility, and upgrade services for Concourse B. **MOTION:** Commissioner Spencer moved to authorize the President/CEO to execute the CMAR CMP Amendment for Work Package 3, Underground Utility Relocation with DeAngelis Diamond-Magnum Builders in an amount up to \$14,911,728.00 and authorize staff to prepare all documents necessary to implement this action. Commissioner Holder seconded. **MOTION PASSED UNANIMOUSLY (6-0).**

9. Department Reports

- 9.1 Financial Statements
- 9.2 Investment Portfolio
- 9.3 Finance & Administration
- 9.4 Real Estate Development & Properties
- 9.5 ARFF, Operations & Police
- 9.6 Development/Community Relations & Activity Report
- 9.7 Engineering, Planning & Facilities
- 9.8 Internal Audit & Investment Compliance
- 9.9 Information Technologies

10. Attorney Presentations

Mr. Bailey noted the President/CEO would like to explore the feasibility of seeking legislation that would give the Airport Authority more autonomy regarding permitting and zoning within Airport boundaries.

MOTION: Commissioner Holder moved to authorize President/CEO and legal council to pursue legislation that would give the Airport Authority as much autonomy as possible in the zoning and permitting areas within Airport boundaries. Commissioner Beruff seconded. **MOTION PASSED UNANIMOUSLY (6-0).**

11. Old/New Business

Approval: Fifth Amendment to Employment Agreement between SMAA and President/CEO, extending the Employment Agreement to June 30, 2025, which includes a period of six months as an advisor.

MOTION: Commissioner Spencer moved to approve the Fifth Amendment to Employment Agreement as presented. Commissioner Holder seconded. **MOTION PASSED UNANIMOUSLY (6-0).**

12. Public Comments - Items Not on the Agenda

There were no public comments regarding items not on the agenda.

13. Comments by Commissioners

14. Adjournment

There was no further business to come before the Authority. The meeting adjourned at 1:17 p.m.

ATTEST:	APPROVE:
Robert Spencer, Secretary	Jeffrey Jackson, Chairman

AGENDA ITEM NO. 6.1

SARASOTA MANATEE AIRPORT AUTHORITY JANUARY 30, 2023 MEETING STAFF NARRATIVE

REQUEST FOR APPROVAL: RFQ-01-2022-MPP, PROFESSIONAL PLANNING AND CONSULTING SERVICES
TO PREPARE A MASTER PARKING PLAN PROJECT

EXECUTIVE SUMMARY: Staff publicly noticed a Request for Qualifications ("RFQ") for Professional Services of a qualified tirm capable of providing planning and consulting services to prepare a master parking plan. Staff received three (3) proposals and two (2) firms were deemed by staff to be qualified firms and will present to the Authority Board.

NARRATIVE: The Sarasota Manatee Airport Authority (SMAA), henceforth referred to as "Authority", is seeking professional consulting services to conduct a parking analysis, evaluating current spaces available and forecasted growth to determine the short-term and long-term needs for all types of airport parking including valet and employee parking. The Airport's Master Parking Plan should determine the type of vertical and/or surface parking needed, along with location of the facility, parking stalls required, ADA spaces required, budget estimates, passenger access to the facility, security and revenue control, and access circulation of passenger traffic. The analysis will also evaluate current ongoing projects and develop a schedule to design and build the new facilities determined in the parking analysis, while maintaining an acceptable level of parking stalls to meet ongoing demand. Based upon the completed Master Parking Plan, SMAA may elect to expand contract to allow for design, bidding, and construction phase services of the new facilities identified in the parking plan.

The selection of the professional firm shall be based upon qualifications, specifically the firm's experience on similar type projects, team experience and organization, clear articulation of the project scope, and other factors unique to each firm. The three (3) proposing firms were evaluated by staff and two (2) were selected to make a public presentation to the Authority's Board, at which time the Board will rank the firms. Authority staff will then be responsible to negotiate a contract for said services within the project budget.

The Authority shall have the right to review, comment upon and approve respective project components, decisions and documentation with respect to the contract including, without limitation, all schematic designs, plans and specifications and any other material amendments to the project.

In response to the publicly noticed Request for Qualifications RFQ-01-2022-MPP issued in November, 2022, the following two (2) firms have been deemed qualified and are prepared for presentation:

InterVISTAS 1150 Connecticut Ave., NW, Suite 611 Washington, DC 20036

Walker Consultants 4904 Eisenhower Boulevard S., #150 Tampa, FL 33634

Each firm has 15 minutes to complete their presentation.

RECOMMENDATION: It is hereby recommended that the Sarasota Manatee Airport Authority rank the two qualified vendors. Staff also requests authorization to prepare all documents necessary to implement this action. Staff will negotiate scope and fees and will present to the Board for approval at the next Board Meeting.

ATTACHMENTS: Short-list Firm Submittals



STATEMENT OF QUALIFICATIONS

Professional Planning and Consulting Services to Prepare a Master Parking Plan

FOR SARASOTA BRADENTON INTERNATIONAL AIRPORT
RFQ-01-2022-MPP

December 28, 2022





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Designated Primary Contact:
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650-922-1040
Daniel.barton@intervistas.com

December 28, 2022

Mr. Kent D. Bontrager, AAAE, P.E. Senior Vice President Engineering, Planning, & Facilities Sarasota Manatee Airport Authority 6000 Airport Circle Sarasota, FL 34243

Re: Request for Qualifications - Master Parking Plan

InterVISTAS is pleased to submit this Statement of Qualifications (SOQ) in response to the Request for Qualifications (RFQ) for professional consulting services to prepare a master parking plan for Sarasota Bradenton International Airport (the Airport). The InterVISTAS team is well-qualified to provide the services described in the RFQ. The attached Statement of Qualifications (SOQ) describes the qualifications and experience of our firm, our team, and our key personnel. It also describes our approach to providing the requested services.

InterVISTAS offers an industry-leading airport parking and ground transportation planning team. This team is led by Peter Mandle (our proposed team's Project Principal), Dan Barton (Project Manager), Ernest Choi (Deputy Project Manager), and Gavin Duncan (Parking Planning Lead), who have provided parking planning services to the staff at nearly every large-and medium-hub and many small-hub airports. As the project transitions into design, Jonathan Parks AIA with SOLSTICE Planning and Architecture, our team's lead architect and the designer of several award-winning parking garages in Sarasota, will assume a key role. Our SOQ highlights several unique qualifications that set our team apart and which will benefit the Sarasota Manatee Airport Authority. These are:

- Our long history of offering unbiased advice to airport managers leading to improved customer experience, increased revenues, and efficient operations. InterVISTAS is a pure planning firm that focuses on providing the best solutions for our airport clients' customer experience, efficient operations, and finances. We strive to become an extension of staff and to represent our client's best interests without the inherent pressures associated with positioning our firm for ensuing design and/or construction contracts that may follow.
- 2. Our ability to bring best industry practices, the latest on new technologies, and value-added recommendations for parking solutions. The proposed InterVISTAS staff are at the forefront of planning airport parking facilities and introducing best industry practices and plans to our airport clients. Peter, Dan, and Gavin have authored numerous Airport Cooperative Research Program reports including those addressing airport parking programming, pricing strategies, products and technologies, and terminal-area curbside and roadway planning and operations. They are also on the leading edge of consulting airports on key hot-button topics such as accommodating electric vehicles in airport parking, the recent surge in airport parking demand coming out of the pandemic, the

- potential impacts of autonomous vehicles on airport parking, and the pros and cons of on-line parking reservation systems. As a result, they are recognized within the industry for their technical leadership and are frequently requested to speak at national airport conferences on these topics.
- 3. High quality design details and renowned expertise coupled with local flair and connections. A large parking structure will be the front door of the Airport and form the first and last impressions for many of your customers. To ensure that a potential structure reflects the character of the local community while providing high quality design details, InterVISTAS is pleased to team with locally-based SOLSTICE Planning and Architecture, Walter P Moore, Kimley-Horn, and DWY LA. These firms are the architects and engineers of the award-winning Palm Avenue Parking Garage in downtown Sarasota and the award-winning St. Armands Parking Garage both completed for the City of Sarasota. In addition to designing aesthetically attractive yet functional and cost-effective facilities, SOLSTICE, Walter P. Moore, DWY Landscape Architects, and Kimley-Horn have extensive experience with the permitting process in the City of Sarasota, Sarasota County, and Manatee County. Through this experience, Jonathan Parks AIA has developed proven professional relationships with local permitting officials that will allow the Airport to expedite the permitting process.
- 4. Serve as the voice of your customers by planning for people not cars. When planning airport parking facilities, our team focuses on customer experience, as opposed to offering cookie-cutter designs better-suited for hospitals or downtown areas. We study the primary pedestrian circulation paths, separate them from circulating vehicles, strive to provide intuitive wayfinding, avoid a forest of structural columns, and apply characteristics that are specifically suited for airports. We understand the importance of providing a range of parking products and services responding to the specific needs of your customer market. We also understand the need to provide flexibility to accommodate future products and the changes in the technologies supporting these products.
- 5. A holistic perspective of your entire ground transportation network. Having planned parking, roadway, and rental car facilities at more than 60 major airports, the InterVISTAS staff who would lead this project fully understand how a new parking facility can impact the operations of curbsides, access and circulation roadways, and rental car facilities. Thus, when we plan new airport parking facilities, one of our goals is to provide for safe and efficient pedestrian and vehicular circulation between the terminal, curbsides, and parking facilities and to ensure the airport's roadways can properly accommodate new circulation paths and traffic volumes. InterVISTAS is recognized for its industry-leading ground transportation planning practice and is frequently retained by major architectural and engineering consultants and airport operators to help plan airport roadways, curbsides, and rental car facilities as described in subsequent sections of this SOQ.

We encourage you to contact the client references listed in our SOQ to assess our responsiveness to our client's needs and schedule and the quality of our work. We look forward to the opportunity to work with the Authority in developing a Master Parking Plan. Please contact me should you have any questions regarding our submission.

Respectfully submitted,

Peter Mandle

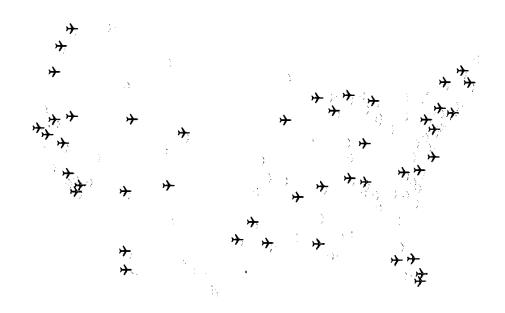
Executive Vice President InterVISTAS Consulting Inc.

Section A. Experience with Similar Airport Projects

InterVISTAS is a full-service aviation consultancy. Our staff have extensive experience and a diverse set of skills in airport planning, airport finance, aviation forecasting, commercial development, air service development, and economic analysis. Since 1997, InterVISTAS has completed more than 2,000 projects for over 500 clients in more than 75 countries.

InterVISTAS is widely recognized for its expertise in airport parking and ground transportation (GT) planning. Our parking and GT planning staff have conducted work at nearly every large- and medium-hub airport in the U.S. and dozens of small-hub airports. In the past three years alone, The InterVISTAS staff who would lead this project have conducted airport parking and GT planning assignments for dozens of U.S. airports, including those serving Baltimore, Boston, Chattanooga, Dallas/Ft. Worth, Dallas Love, Denver, Fresno, Grand Junction (CO), Grand Rapids, Greensboro, Los Angeles (LAX), Manchester (NH), Nashville, New Orleans, Reno-Tahoe, Raleigh-Durham, and San Antonio. Our recent international airport parking and GT assignments include projects in Delhi, Halifax, Kuala Lumpur, Istanbul, Mexico City, Regina, and Vancouver.

These assignments typically addressed the interrelationships between parking, airport roadways, curbsides, rental cars, and commercial GT facilities. In developing recommendations, InterVISTAS strives to build consensus to support implementable, financially feasible, and operationally acceptable plans. These plans address long-term needs while carefully considering near-term operational challenges and interim phasing. Our full list of U.S. airport parking and other GT clients is shown on the map below.



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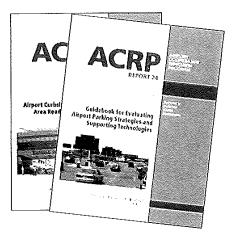
InterVISTAS Airport Parking Planning Projects

Other InterVISTAS Airport Ground Transportation and/or Rental Car Projects 80+

Number of airports InterVISTAS staff have served

InterVISTAS

The key staff on our team, three of whom have over 15 years of relevant experience and have dedicated their careers to solving airport parking and GT issues at airports, have provided consulting services at more than 80 North American airports and at many airports around the world. Our staff are recognized as industry leaders and have been entrusted with the preparation of numerous airport parking and GT-related guidebooks and whitepapers on behalf of the Airport Cooperative Research Program (ACRP), Airports Council International (ACI), and others. For over 20 years, our staff have also led the development and presentation of the annual AAAE Parking/Landside Management Workshop, an event focused on issues related to airport parking and GT facilities, operations, and business aspects.



Our expertise in planning airport parking, roadway/curbside, and rental car facilities is described below. While listed separately, we view the landside system holistically. The matrix below is a sample of airports where we have led multiple types of planning assignments, including comprehensive parking and GT master plans. Specific project descriptions are provided on the following pages.

Parking. Airports frequently call upon us to forecast future airport parking demand, define parking programs, and develop parking layout plans for parking facilities. We also analyze parking rates to generate new revenues, balance demand among facilities, and/or accommodate new parking products while estimating how changes in parking prices and products can impact parking demand versus other access modes, such as TNCs, through using a parking price elasticity model. We benchmark parking products, services, revenues, and rates with peer airports. We plan shuttle bus requirements and routes. Our staff have authored ACRP reports and guidebooks for airport parking, products and services, on-line booking, yield management, and supporting technologies (ACRP Report 24 and 225, and Synthesis 118).

Access, Circulation, and Curbside Roadways. We help our airport clients improve terminal building curbside operations and space allocations. We determine how new or expanded terminals, parking facilities, and other airport land uses will affect roadway needs and operations. We simulate and evaluate roadways using models such as VISSIM, Synchro, and the Quick Analysis Tool for Airport Roadways, which our staff created while preparing the industry accepted guidebook for airport roadway and curbside analyses, capacities, and operations (ACRP Report 40 and the forthcoming update).

Rental Cars. InterVISTAS has conducted the programming and planning for more than a dozen consolidated rental car facilities (CONRAC) and dozens of smaller studies for specific operational areas. We are widely recognized in the industry as a leader in rental car facility planning and have collaborated closely with each of the three major companies' corporate representatives assigned to SRQ.

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InterVISTAS

Raleigh-Durham Program Definition – ConRAC, GTC, and Parking (2017 – Present) Raleigh-Durham Airport Authority (RDU), Raleigh, NC

Reference: Bill Sandifer, Senior Vice President & Chief Operating Officer, Raleigh-Durham Airport Authority | Tel: 919.840.7003 | E-mail: bill.sandifer@rdu.com

Project Summary: InterVISTAS was retained to prepare the program definition for a 6-level public parking garage, 6-level consolidated rental car facility, ground transportation center (GTC), and associated roadways. Initially, the team forecasted future requirements for public parking, rental cars, and commercial vehicles. InterVISTAS led brainstorming sessions, alternatives



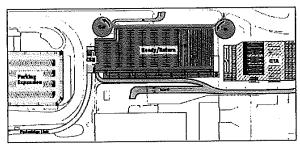
evaluation, and the selection of the preferred site/alternative. The 2,000+ pages of deliverables included 20% design documents, construction phasing plans, and cost estimates. InterVISTAS also developed a parking price-elasticity model to evaluate how changes in prices would impact revenues, impacts demand for TNCs, and delay the need to expand terminal-area parking facilities. InterVISTAS was retained in 2022 to update the forecasted activity and program due to impacts from the COVID-19 pandemic.

Key Staff and Partners: Dan Barton: project manager, rental car planning; Peter Mandle: project principal and commercial vehicle planning; Ernest Choi: landside planning and modeling; Gavin Duncan: parking planning; teamed with Kimley-Horn, Connico, and 20/20 Parking

Reno-Tahoe Landside Comprehensive Landside Planning Study (2021 – 2022) Reno-Tahoe International Airport (RNO), Reno, NV

Reference: Lissa Butterfield, Manager of Planning & Environmental Services, Reno-Tahoe International Airport | Tel: 775.238.6476 | E-mail: lbutterfield@renoairport.com

Project Summary: InterVISTAS developed a comprehensive study of parking, rental car, curbside, roadway, and ground transportation facilities. One purpose of the study was to provide an independent review of a plan for a new CONRAC proposed by the rental car companies, which required extensive modifications to airport public parking, roadways, and air cargo facilities.



InterVISTAS developed a forecast and program for public parking, employee parking, roadway, curbside, rental car, and GT facilities. We then developed a wide range of alternatives, which were evaluated, short-listed, and refined. The resulting recommended plan was a walkable CONRAC, but in a different location than originally proposed, and as a mixed-use facility that accommodated a GTC. The plan allowed for an expansion of existing public parking products in a financially feasible manner. The plan also included improvements to the curbsides, simplification of the roadway system, and a pedestrian access plan. The plan was adopted by the airport Board after consideration at several public meetings.

Key Staff and Partners: Dan Barton: project manager, rental car planning; Peter Mandle: project principal, commercial vehicles; Ernest Choi: deputy project manager, parking planning; teamed with Kimley-Horn

InterVISTAS

Dallas Parking Planning Study (2019 – 2021)
Dallas / Fort Worth International Airport, TX

Reference: Mohamed Charkas, Senior Vice President | Tel: 972.973.2245 | E-mail: mcharkas1@dfwairport.com

Project Summary: InterVISTAS was engaged to develop a near- and long-term parking strategy. This study focused on identifying existing and future parking demands and developing strategies to meet those demands. A key early step was to achieve organizational alignment across multiple airport departments (with competing goals) on priorities for customer experience, use of existing parking facilities, and for future investments in parking facilities.



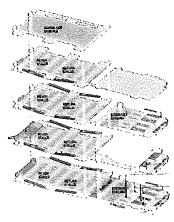
Passenger forecasts of future needs and corresponding future parking demands were developed and revised in 2020 to reflect the impact of the COVID-19 pandemic. InterVISTAS considered likely changes to TNC services and the eventual adoption of autonomous vehicles. Strategies, which were reviewed with senior staff during a series of workshops, included expanding public and employee parking facilities, improving revenue control operations, and modifying the airport's parking products.

Key Staff and Partners: Gavin Duncan, project manager; Peter Mandle, project principal; Nelly Alandou, Parking analysis; Ernest Choi, employee parking programming; teamed with 20/20 Parking

Grand Rapids Parking, GT, and Rental Car Studies (2018 – Ongoing)
Gerald R. Ford International Airport Authority (GFIA), Grand Rapid, MI

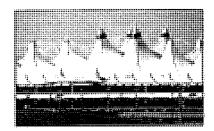
Reference: Casey Ries, Engineering and Planning Director, Gerald R. Ford International Airport Authority | Tel: 616.233.6040 | E-mail: cries@grr.org

Project Summary: InterVISTAS was hired to conduct a study on commercial ground transportation and public parking at the airport. The study included the development of a model to predict the impact of changing parking prices on revenues and facility utilization, as well as the evaluation of current and potential parking products and services, including dynamic pricing strategies. The study found that additional parking capacity was needed, and two options were identified: building a new public parking garage or moving the rental car return area from the first level of the existing parking garage. Initially, the airport leadership favored the new garage option, but later decided to pursue the relocation of the rental car return, leading to the development of plans for a new Consolidated Rent-A-Car (CONRAC) facility. InterVISTAS was responsible for the planning and program definition for the CONRAC.

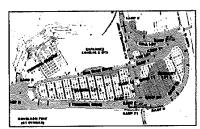


Key Staff: Gavin Duncan: project manager, parking planning; Dan Barton: rental car planning; Ernest Choi: landside planning and modeling, tower line-of-sight analysis

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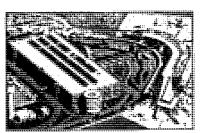
Denver International Airport (DEN) - Parking Master Plan As part of an on-call planning contract with Denver, InterVISTAS developed a forecast of future employee and public parking demand and numerous concepts to accommodate future parking demand. InterVISTAS is currently conducting a site selection study for a CONRAC, requiring that the parking concepts align with potential CONRAC sites.



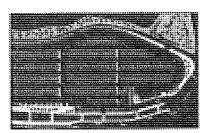
Nashville International - Terminal & Landside Area Master Plan As part of the airport's Master Plan Update, InterVISTAS developed facility requirements and recommended public and employee parking facility alternatives. Two key considerations were identifying potential latent parking demand (facilities had been full for several years) and estimating future passenger willingness to park. The 2,800-space Garage 1 opened in 2021.



Chattanooga Airport (CHA) - Ground Transportation Master Plan As part of a Master Plan, InterVISTAS forecasted future parking and rental car demand and developed alternatives. Airport staff elected to construct a four-level 1,300 space parking garage across from their terminal, with rental cars on the first level. We participated in program definition. The garage opened in 2021, less than three years after the master plan recommendation.



Manchester-Boston Regional (MHT) - Parking and CGT Study InterVISTAS developed a Parking Planning and Ground Transportation Study to evaluate existing conditions, operations, and identify improvement opportunities. InterVISTAS developed a parking price-elasticity model to test alternative pricing schemes and parking products. We also reviewed best-practices regarding parking products and technologies.



Alaska International Airport System – GT & Parking Study In 2019, the Alaska International Airport System (AIAS) retained InterVISTAS to examine near- and long-term needs for Anchorage and Fairbanks International airports, which included proposed improvements to address concerns with existing and future facility operations. The study included a parking layout review and demand capacity analysis of all landside and ground transportation



Grand Junction Regional (GJT) - Master Plan, Parking and GT
As part of a master plan, InterVISTAS assessed future demands for
public, employee, and rental car parking; developed alternative
plans to meet demand; and identified a recommended phased
development plan, including consideration of alternate stall
configurations. InterVISTAS also developed parking pricing
recommendations and supported airport staff in presenting
justification to the airport's Board, which approved the increases.

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facilities.

PALM AVENUE PARKING GARAGE (2011)

City of Sarasota, Sarasota, FL

Reference: Marlon Brown, City Manager, City of Sarasota | Tel: 941.263.6402 | E-mail:

marion.brown@sarasotaFL.gov

Project Summary: The challenge for this project was to design a signature mixed-use building on a difficult urban site which is bordered by two service alleys and a prime downtown thoroughfare that could not be closed during the construction. Addressing the site's urban nature and the walkability of downtown, a pedestrian friendly experience was designed along the ground level through varying architectural details. Located one block from Sarasota Bay, the organic contours of the exterior surface resemble the wind-filled sails of a ship which were designed to let natural light and ventilation into all



International Parking Institute awarded "Most Beautiful". American Institute of Architects Florida Chapter design award

parking levels. LEED-CS v3 Gold Level was achieved through numerous sustainable features. The result is an 11-time award-winning design that is user-friendly for both cars and pedestrians and satisfies the functional, strategic, and aesthetic needs of Sarasota, while contributing to the success of downtown.

Key Staff and Partners: Jonathan Parks AIA of SOLSTICE served as Architect. Kimley Horn served as the Civil, Landscape, and Wayfinding. Walter P. Moore served as the Structural Engineer.

ST. ARMANDS PARKING GARAGE (2018)

City of Sarasota, Sarasota, FL

Reference: Mark Lyons, Parking Manager, City of Sarasota | Tel: 941.263.6475 | E-mail: mark.lyons@sarasotafl.gov

Project Summary: Parking on St. Armands Circle had been a challenge for generations. Serving businesses and visitors, the goal was to be the first Parksmart project in Florida, a certification offered by the U.S. Green Building Council. With a tight budget and small construction window (between April 2017 and January 2018), the solution was to build with precast concrete. Construction had minimal laydown area and needed to limit disruptions to stakeholders. Solar panels generate 58 MWH/year. Daylight harvesting is featured in the elevator and stairs. A lightwell was created with green space at the bottom. Handrails are downlit, the facade provides diffusion/screening, and the roof lights are directed down. 87% of interior and 96% of exterior lighting are on sensors and consumes only 0.044 watts/SF. Field toppings dampen noise pollution from cars; and stormwater management accounts for 92% of the rain events, preventing overflow of contaminated water into the Bay. The result is an iconic and sustainable design that is user-friendly for both cars and pedestrians.

Key Staff and Partners: Jonathan Parks AIA, SOLSTICE served as Architect. Kimley-Horn served as Civil Engineer.



Florida Parking and Transportatian Association's Award of Merit for Design and Architecture

InterVISTAS

Team Organization

The InterVISTAS key staff have dedicated their careers to helping airports solve their parking and ground transportation problems. InterVISTAS is pleased to team with SOLSTICE, to serve as the design and construction lead. Our team and its members were specifically selected to provide high-quality products that will meet the Authority's expectations and to help the Authority meet its challenges head-on.

Leadership Team

Section

Our proposed leadership team is composed of five individuals that will work closely together to ensure a coordinated effort and integrated, high-quality products as-follows:

Dan Barton, Project Manager — will serve as the Primary Point of Contact. As the Project Manager, Dan will be available to Authority staff at any time of day and personally ensure project delivery is on time and within budget. Dan will strive to become an extension of Authority staff, by making your challenges, issues, and worries, his challenges issues, and worries. Dan has served as Project Manager for more than thirty airport parking and ground transportation planning projects, including the Raleigh-Durham, Reno-Tahoe, Denver, and Manchester projects described in the previous section.

Peter Mandle, Project Principal – has led airport parking and GT planning projects at more than 70 airports over the past 30 years and is widely respected for his airport parking and GT planning expertise. As the Project Principal, Peter will oversee the strategic direction of the team and will command the resources at InterVISTAS to ensure that Authority staff receive the service they need.

Ernest Choi, Deputy Project Manager — will participate in all calls and meetings with Airport staff to provide the project manager with additional perspective and redundancy. Ernest has conducted relevant technical analyses at more than 20 airports and will conduct many of the technical analyses.

Gavin Duncan, Parking Planning Lead – will lead the parking planning technical analyses. Gavin has led similar analyses, including the projects at Raleigh-Durham, Dallas/Fort Worth, Grand Rapids, Nashville, and Grand Junction that were described in the previous section.

Jonathan Parks AIA, Design and Construction Lead — will initially serve as an active advisor in the planning process. Jonathan will then transition into a lead role as the project transitions into design and construction. Jonathan has 35 years of architectural experience, including as the lead designer for the St. Armands and Palm Avenue parking garages described on the previous page. His experience working with Sarasota City and County staff will allow our team to expedite the permitting process.

The leadership team's office locations, and their percentage of time available to be dedicated to the Master Parking Plan are identified in the table below. We know the Authority is facing urgent parking challenges. An extended planning process is neither necessary nor prudent given the immediacy of the challenges. Our leadership team will dedicate the amount of time required to complete the planning tasks quickly and deliver a high-quality product.

Key Staff	Role	Office Location	Availability
Daniel Barton	Project Manager	Raleigh, NC	65%
Peter Mandle	Project Principal	San Mateo, CA	35%
Ernest Choi	Deputy Project Manager	San Mateo, CA	60%
Gavin Duncan	Parking Planning Lead	San Mateo, CA	40%
Jonathan Parks	Design and Construction Lead	Sarasota, FL	50%

Organizational Chart

Our team's leadership team is supported by subject matter experts, as identified in the organizational chart below. We are pleased to partner with six firms to provide specialized expertise. Descriptions of each firm are provided in the pages following the chart. One-page resumes for each of the team members identified in the organizational chart are included in the Appendix.





Team Member Legend

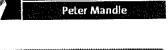
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- (1) 20/20 PARKING DBE
- (2) CONNICO DBE
- (3) EG SOLUTIONS DBE
- (4) KIMLEY-HORN
- (5) SOLSTICE
- (6) WALTER P MOORE
- (7) DWY Landscape Architects

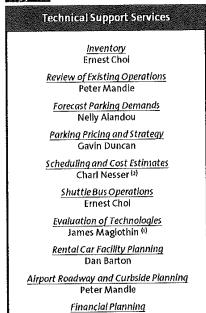


Project Principal

Peter Mandle







Mark Taylor







Technical Support Services <u>Architecture</u> Jonathan Parks (5) Structural Engineering Richard Temple (6) Robert Mohrland (6) Parking Signage and Wayfinding Jaime Snyder (6) Site Civil Engineering Bill Conerly (4) <u>Utilitles</u> Jared Moreng (4) **Architecture** Roy White (5) Security and Revenue Control James Maglothin (1) Water and Geotechnical Engineering Scott Brady (3) Constructability Review

fan Brady (3)

Landscape Architecture
David Young(1)



Subconsultant Partners

An introduction to our subconsultant partners is provided below. The availability of key staff, their role, and office location are also identified.

JONATHAN PARKS AIA SOLSTICE PLANNING AND ARCHITECTURE

Key Staff

Jonathan Parks AIA

Design Lead Sarasota, FL 50% available

Roy White

Architecture Sarasota, FL 40% available SOLSTICE Planning and Architecture is based in Sarasota, Florida and was founded by Jonathan Parks AIA as a studio for talented problem-solvers working together to advance the principles of building design based on regionalism, cultural history, function, and structure. Since the design studio's inception over 20 years ago, SOLSTICE and its predecessor firm have received over 100 awards towards the advancement of architecture, planning, preservation, and sustainability including honors from the International Parking Institute, Florida Parking and Transportation Association, National PCI-Best Precast Parking Structure, national honors from the United States Green Building Council and the American Institute of Architects' Florida chapter. The majority of the firm's projects are within the City of Sarasota, Sarasota County, and Manatee County – offering specialized knowledge and experience working with local municipalities, zoning and building departments.

Kimley»Horn

Expect More, Experience Better.

Key Staff

Bill Conerly, PE

Civil Lead Sarasota, FL 50% available

Jared Moreng, PE Utilities Lead

Sarasota, FL 40% available Kimley-Horn is a full-service, multidisciplinary consulting firm with more than 6,530 employees in 100 offices nationwide offering a full range of consulting services to local, regional, national, and international clients. Kimley-Horn's Sarasota office has been providing excellent service to their public and private sector clients for more than 30 years.

Kimley-Horn offers comprehensive landside and airside services to meet wideranging needs at airports large and small. Staff also has extensive experience and is very familiar with the procedures and requirements of the Federal Aviation Administration (FAA). Kimley-Horn takes pride in its ability to tailor comprehensive landside and airside services to clients' needs and an approach that gives clients the best of both worlds—the resources of a large, nationally-ranked firm and the personal attention and response of a small dedicated professional team.



Key Staff

Richard Temple, PE Structural Engineering Tampa, FL 30% available

Robert Mohrland, PE Structural Engineering Tampa, FL 40% available

Jaime Snyder, CAPP Signage/Wayfinding Houston, TX 30% available Walter P Moore is an international company of engineers, innovators, and creative people who design some of the most complex structural projects. Providing structural, diagnostics, enclosure, and construction engineering services, the firm designs solutions that are cost- and resource-efficient and help support and shape communities worldwide. Founded in 1931, the companies 750+ professionals work across 23 U.S. offices and six international locations. Walter P Moore established offices in Central Florida in 1984 to serve clients and projects throughout Florida and southeastern United States. These offices provide full-service structural engineering with proven capabilities to deliver a wide variety of project types. Every project is completed under the direction of a principal of the firm who is personally responsible for ensuring that client needs are understood and met. Projects are delivered utilizing Building Information Modeling (BIM) which allows for prompt responsiveness during design and construction.

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Key Staff

James Maglothin
Parking Technologies
Security and Revenue
Control
Katy, TX
30% available

20/20 Parking Consultants is a specialty parking consulting firm that provides services related to parking technologies, including evaluating technologies available for security and parking revenue control, planning, design, procurement support, and construction phase services. The company has experience with a wide range of parking technologies and has worked with various client types, including airports, casinos, hospitals, hotels, municipalities, retailers, toll and transit authorities, universities, and theme parks. 20/20 is certified as an Airport Concessionaire Disadvantaged Business Enterprise, Disadvantaged Business Enterprise, Historically Underutilized Business, Minority-owned Business Enterprise, and Small Business Enterprise in the state of Texas.

CONVICO

Key Staff

Charl Nesser
Scheduling and Cost
Estimates
Atlanta, GA
30% available

Connico is a consulting firm that has offered services for more than 30 years to owners, engineers, architects, and planners. The company specializes in cost estimating, program management, scheduling/phasing, project management, and constructability planning, and has worked on complex projects at more than 160 airports in the US. Connico provides planning and construction services and has been involved in projects at various aviation facilities, including small general aviation, municipal, and air carrier airports, as well as large hub international airports.



Key Staff

Scott Brady, PE

Water & Geotechnical Lakewood Ranch, FL 30% available

lan Brady, PE Constructability Lakewood Ranch, FL 40% available years of engineering and aviation experience, with a focus on Florida aviation projects. The company is recognized as an industry leader in stormwater management consulting, design, construction, and permitting for the transportation industry, and has co-authored the current state rules for permitting stormwater ponds on the airside of airports. EGS was the technical manager and author of the FDOT Statewide Airport Stormwater Best Management Practices Manual and Technical Report, which received the 2016 FAC J. Bryan Cooper Vision Award, and is currently updating the manual under a subconsultant agreement. The company provides general consulting services to the Sarasota Bradenton International Airport, where its senior management has worked on various assignments, including the stormwater management system, for the past 38 years. EGS is certified as a Disadvantaged Business Enterprise by the Florida Department of Transportation.



Key Staff

David Young, ASLA Landscape Architecture Sarasota, FL 30% available DWY Landscape Architects (DWY LA) was founded by David Young in 1999. Today, DWY is an award-winning and internationally recognized full-service design and planning firm. DWY is a landscape architecture fim located in Sarasota that works to create a seamless relationship between the land and built environment and integrate green design principles into various types of projects, including residential communities, hospitality and resort, cultural and educational institutions, commercial and mixed-use development, streetscapes and transportation, and municipal parks. The company follows a creative and collaborative process and focuses on the development of space, clarity of design, continuity with the architecture, and the use of regional and sustainable materials to achieve a harmonious balance of built and natural elements.

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C. Approach

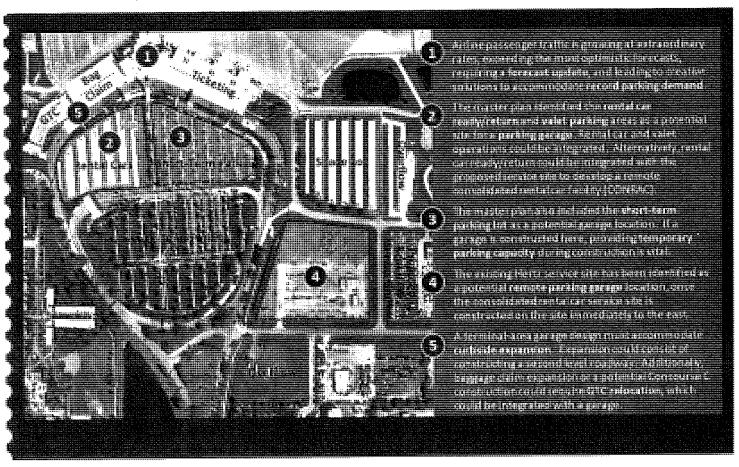
Section

Project Understanding

The Airport has experienced unprecedented airline passenger traffic growth in recent years leading to record levels of parking demands. This has led Airport staff to fast-track plans for a parking garage, which were originally in the long-term planning horizon. Our understanding of the potential parking garage locations and key planning considerations are summarized in the exhibit below.

The Airport's GT system is comprised of multiple facilities and services that are connected with each other physically, operationally, and financially. Changes in policies or customer use of one element can directly impact activity in other elements. Similarly, ongoing transformations, such as the continued evolution of Transportation Network Companies (TNCs; e.g., Uber and Lyft) and future adoption of autonomous vehicles, will impact each airport ground transportation element both in terms of how vehicles use an airport's facilities and the number of passengers choosing to use each airport ground access service. With a system-wide and holistic perspective, InterVISTAS can evaluate how those changes would impact the propensity of SRQ's passengers to park, and how, in turn, those preferences would impact the capacity needs, operations, and net revenues associated with public parking facilities and products, curbsides, roadways, the GTC, rental car facilities, and other ground transportation operations.

It is also imperative to develop a plan that can be easily phased. The Airport must maintain adequate public and employee parking spaces and operable roadways throughout the construction of the project. The rental car companies will also need to maintain sufficient ready/return spaces and circulation for their customers and operations. The proposed consolidated rental car service site is integral to the plan, as the timing must be considered. An alternative solution could be to move ready/return to this area and develop a CONRAC, financed through Customer Facility Charges.



Key Issues to Consider During Planning

Our planning approach is to conduct a deep dive on the following key issues:

Aviation Passenger Forecast - Since the master plan forecast is already obsolete due to the recent record growth in passenger activity, InterVISTAS staff will develop an annual forecast of originating passenger enplanements from 2023 to 2043. This will be done using regression analysis, time series analysis, and trend line analysis. The impacts of the pandemic, specifically for SRQ, will be analyzed and incorporated into the forecast. This includes recognition of the shift in emphasis from business travel to leisure travel, a larger proportion of customers traveling on weekends as opposed to weekdays, and the entrance of

Forecasting Excellence

InterVISTAS is most well-known for its expertise in Aviation Demand Forecasting and Air Service Development. InterVISTAS has assisted airports, financial institutions, airlines, and governments throughout the world in understanding future traffic levels. InterVISTAS is unique because every forecasting assignment reflects formal analysis using the most advanced econometric and statistical technologies, insight from continuous conversations with the airlines, and research to understand local market conditions.

Avelo and Breeze. Sensitivity analyses will be conducted to test variations in assumptions about the regional trends with respect to the pandemic. The 20-year period will form the planning horizon. These forecasts will serve as the base for analysis of the future parking program and any financial analysis.

Design Elements Specifically for Airport Parking Garages – Airport parking garages cannot be designed using the same standards and characteristics as parking garages found elsewhere. Cookie-cutter garage designs used for downtown areas and hospitals are unsuitable. Unique characteristics include:

- Airport parking garages are typically much larger than other garages and many customers use the facility infrequently. As a result, intuitive wayfinding for both pedestrians and motorists is critical.
- Flat floorplates are preferred at airports, as customers are pulling bags and strollers out of car. Sloped-parking ramps, and the wayfinding challenges they pose, are not desirable at airports.
- Large column grids are preferred at airports to allow for multiple transportation modes, flexible layouts, improved security, multiple parking products, and a sense of open space.
- Airport programs are based on a demands occurring on a typical busy day to balance the costs of
 providing spaces that are rarely used while accommodating holiday peaks and facilitating the
 ability of customers to easily find an empty space in their preferred facility.
- The garage façade at airports is often the first and last impressions that visitors have of a locale.

Parking Products and Services – SRQ offers three parking products that appeal to a wide range of customers. InterVISTAS will present products and services that other airports and private parking operators are currently offering. Their potential impacts on parking demand and revenues will be reviewed. These service offerings may include monthly access cards, advanced (on-line) reservations, loyalty programs, car washing/detailing, pet kennels, additional shaded parking, and more.

Use of Pricing / Yield Management – when used with a pre-booking system, it provides the opportunity to increase revenues during periods of peak demand as well as to upsell customers to higher priced, higher level-of-service facilities. Systems can offer each customer a customized price.

Latent Parking Demand – With six overflow lots scattered across the campus, some customers that likely would have parked may currently choose not to, since they cannot reliably park in their preferred

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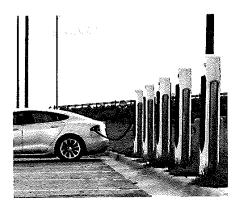
lot. Additional capacity would allow the Airport to serve more customers and increase parking revenues. We will review past trends in parking transactions per originating passenger to estimate latent demand.

Future Mode Split Changes - Prior to the introduction of TNCs in 2012, ground transportation patterns at airports were generally reliable. TNCs, however, significantly upset those historical patterns. While TNC mode shares have recently stabilized (and in some markets, dropped due to increased fares and challenges in attracting drivers), modal shares will evolve for three primary reasons:

- In the near-term, TNCs will continue to develop their portfolio of products as they seek to
 increase profitability but also increase their airport ground transportation market share, possibly
 taking market share from public parking and the rental car industry.
- Longer-term, the development of autonomous vehicles (such as those now in operation in Phoenix, Austin, Las Vegas, and San Francisco) will provide a lower cost option for airport ground access (no labor costs), potentially reducing the fares for services with these vehicles.
- The ongoing development of Mobility as a Service (MaaS), which is the offering of multiple forms of transportation, such as TNCs, taxicabs, car rentals, and public transit through a single gateway, such as a mobile app, and payment system, is expected to blur the lines between traditional modal definitions. Automated vehicles are expected to further the transition towards MaaS.

The study will need to estimate future changes to how passengers access the Airport. As the Authority will likely have no control over the timing and magnitude of the impact of these future changes, the study will need to estimate reasonable potential ranges of those impacts.

chargers. To-date, EVs form a relatively small portion of the local fleet of vehicles but many vehicle manufacturers are positioning to solely produce EVs by 2030 or 2035. Some of our studies have indicated that while EV chargers often have cars parked in them, they are actively charging a vehicle less than 10% of the time. Some airports began to charge a fee to charge vehicles (charging at SRQ is currently complimentary), but utilization dropped to nearly zero at these airports, indicating that very few customers need to charge their vehicle at the airport. As a result, some airports are choosing to remove their EV chargers. On the other hand, some airports are



increasing the number of complimentary EV chargers to meet sustainability goals. The Authority's goals regarding EV charging will have a profound impact on the utility requirements for parking facilities.

Alternatives Analysis – The potential costs and benefits of various parking development alternatives will be analyzed and compared using a set of evaluation criteria, which may include:

- The estimated or "order of magnitude" capital costs (based on unit areas) of the alternative
- The potential net increase in parking and/or rental car revenues, accounting for operational expenses, such as bussing
- The operational benefits for the Authority, its parking operator, and the rental car companies
- Improvements to the customer experience, both for public parking customers (who are primarily local residents) and for rental car customers (who are primarily visitors)
- Opportunities to integrate the facility into the site, such as becoming a new 'front door' for the airport, connecting to the terminal, and/or creating a dynamic street edge along University Pkwy.



Coordination with Airport Staff and Stakeholders - Consensus Building

Parking and other planning studies tend to be second-guessed and re-visited as new facts come to light and/or if the results were not entirely accepted by all interested stakeholders. Our primary goal is to reach a final conclusion that is fact-based, "owned" by Airport management, and has a clearly delineated implementation plan and next steps. Our team has a track record of successfully building consensus through the following mechanisms:



The use of a proven workshop-based approach

For each task we propose organizing two interactive, expert-facilitated workshop sessions with Airport staff. The first workshop session would be with the Authority's technical team. Our team would address comments and incorporate new ideas emerging from this initial session. A second workshop session would then be held with senior management. This second workshop would consist of an overview of work accomplished and decisions required, open discussion and brainstorming on key decision, supplemented by smaller break-out meetings focusing on narrower technical topics. The intent of these workshops is to create an environment where staff are free to share ideas and opinions. This also has the effect of creating a transparent environment, where internal stakeholders (1) understand why certain decisions were made, (2) are encouraged to participate in and own the decision-making process, and (3) are less likely to second-guess after-the-fact. We have also found that airport staff can quickly reach conclusions and provide our team with directions in a workshop setting, as opposed to requiring staff to read and review a series of written technical reports.



Meaningful stakeholder involvement throughout

We recommend holding kickoff meetings with key stakeholders, such as representatives of your parking operator and/or the rental car companies, to describe the project and request their transaction data. As the project progresses, each of the internal workshop sequences will be followed two-to-three weeks later by a workshop with stakeholder representatives. The two-to-three-week timeframe will allow our team to incorporate input and address comments from Authority staff. Through these workshops, the stakeholders can participate in help evaluate concepts, brainstorming show approval/ plans, and alternative disapproval. These stakeholder workshops create an environment of trust, where they understand the Authority's challenges and participate in the decision-making process.



Routine coordination calls

We suggest weekly or bi-weekly conference calls between our key staff and the Authority's Project Management Team. The standing agenda will include a review of on-going work, a two-week outlook, the schedule of pending deliverables, and the scheduling of upcoming workshops.

Our team has successfully employed this approach at numerous airports, including recently at the airports serving Denver, Raleigh-Durham, Reno, Greensboro, and Grand Rapids. For a project at Phoenix Sky Harbor, two rental car companies had completely opposite and very strong opinions on potential solutions. Through a fact-based collaborative workshop-oriented approach, the opposing individuals were able to clearly understand the key issues and participate in brainstorming mutually beneficial solutions. Armed with facts, our team was able to develop a consensus on the final plan. We believe that use of a similar workshop-based approach at SRQ will lead to successful, enduring, and implementable solutions.

Approach to Design

Our team's workshop-based approach will continue throughout the course of the project's design and construction. The design process will consist of discrete, step-by-step tasks, each leading to the next. These tasks will bring us ultimately to a design that will be practical, affordable, and responsive to the new airport master parking plan. Our intention is that we will fully evaluate multiple design options, so that the resulting project will take advantage of as many site and architectural opportunities as possible.

All members of our team share a similar culture, collaborative approach, emphasis on design excellence, and commitment to sustainable building design. We envision the key design staff being involved in the planning process, such that they are ready to run with the design as soon a recommended plan is identified. As the project transitions from planning to design, SOLSTICE would take the lead role.

Conceptual Design – our design team will brainstorm and review the different options within the site plan that was developed during the planning phase with the Authority. SOLSTICE will use models, sketches, renderings, virtual fly-throughs and 3-D studies to communicate what the building will be like. The process is not open-ended, but is thorough and methodical, and leads past milestones to consensus. As we develop options, we continuously evaluate costs against the budget.

CAD/3D - While some initial design concepts may be communicated with hand sketches, AutoDesk is our team's standard computer-aided design platform. This powerful software tool will allow our team to quickly produce massing studies and 3D models to illustrate the size, scale, shape, and orientation of the building. SOLSTICE's CAD/3D-generated drawings can also be used as a basis for generating powerful, photorealistic perspectives, renderings, and virtual building tours with a short, animated walk-through.

Schematic Design – Our team will prepare drawings and other documents to fix and describe the project's character, including the configuration of spaces, adjacencies of elements, preliminary concepts for structural and mechanical systems, and materials and basic systems. Once the Authority approves a design concept, our team will revise the cost estimate and schedule. If necessary, SOLTICE can prepare artist's drawings, computer renderings, 3-D video fly throughs, or physical models.

Design Development - Drawings and other documents will be prepared to describe in more detail the character of the project, including code compliance, architectural, structural, mechanical, electrical systems, lighting, A/V parking controls and other elements as appropriate. Once again, we will prepare design options for consideration. We will revise the design responsively to reflect your opinion and we will prepare a cost estimate. SOLSTICE will lead value engineering sessions as necessary. Upon approval, we will proceed to the Construction Documents phase.

Construction Documents – our team will prepare drawings, specifications, and other documents based upon the approved Design Development package, setting forth in detail the requirements for bidding, contracting for construction, and construction of this phase of the project. Other activities include multidisciplinary coordination, quality assurance reviews, and further refinement of the project schedule. Our team will continue to provide services for construction administration and serve as an extension of staff.

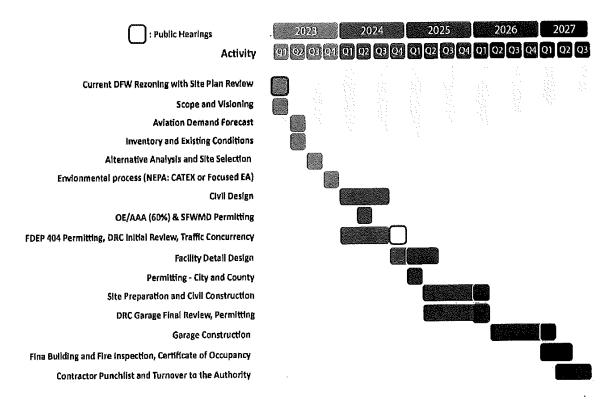
Required Information - Clearly articulated goals and expectations by the Authority are essential to a well-run design process. SOLSTICE will keep Authority staff well informed to make major over-arching decisions in a timely manner and in the correct sequence. Above and beyond the decision-making apparatus, our best projects benefit from a well-considered and inspiring institutional vision, strong leadership, and vested and active participation at the highest levels. This is because our process is built on reviewing options and considering all of the 'what if's' until we reach the optimal solution.

Timeline for deliverables

The chart below presents our proposed project schedule. As shown, we propose arriving at a conclusion to the planning process by the third quarter (September) of 2023, assuming a receipt of notice to proceed by the end-of-February. The conclusion of the design, environmental, and permitting processes is anticipated to occur by the fourth quarter of 2025, but actual site preparation and civil construction should be able to begin almost a full year before, in the first quarter of 2025. Commissioning and environmental certifications are expected to be achieved by the first quarter of 2027 at the latest. During the planning phase, workshops with Airport staff and stakeholders would occur every six weeks, subject to review and discussion with Airport staff to ensure we meet internal deadlines and expectations.

SOLSTICE is experienced with the City of Sarasota's general administrative site plan (ADM SP) review and approval process. Once the ADM SP is complete, the City staff administer a 30-day Completeness Review. Our team will then attend the first development review committee (DRC) meeting to receive comments. Our team will revise the plans and resubmit to the DRC. City staff then has 30 days to review the revised plans followed by a second DRC meeting. If more comments are received, then the process is repeated. If there are no comments, our team will submit the ADM SP for final approval. This process usually takes 6 months, including two public hearings and awaiting commissioner approval. In the schedule below, the amount of time dedicated to the permitting and approval process is shown. Our local design team members, led by SOLSTICE, are best equipped to accelerate this process as much as possible.

Our parking plan will take into consideration the length of time required to construct a parking structure and include a phased implementation plan. The implementation plan will include consideration of "temporary" surface parking to meet demands while awaiting completion of the garage.





D. Interview

Section

Dan Barton, our team's proposed project manager, will participate in the interview. The other participant will be either Peter Mandle (Project Principal) or Jonathan Parks AIA (Design and Construction Lead), depending on the selection committee's preference to focus on planning or design.

Ability to meet DBE/WBE/MBE Goal

InterVISTAS has a history of engaging underutilized businesses in all aspects of our projects, including scoping, analysis, leadership roles and most importantly, direct interaction with our clients in project meetings. Our approach is to include DBE/WBE/MBE firms on our team, engage them in meaningful assignments, and mentor them by overseeing their work to ensure they meet client expectations and contract requirements. InterVISTAS believes that it is important to afford small, minority- and womenowned businesses an opportunity to participate in bids, as well as meeting obligations for percentages associated with individual client targets for their participation.

For this engagement we identified DBE partners with whom we have worked on prior engagements (Connico and 20/20 Parking) and who have a track record of working at the Airport with local talent and expertise (EG Solutions). We commit to substantially exceeding the 1% DBE/WBE/MBE participation goal identified in the RFQ. While the participation rate will depend on the final scope, we estimate that our DBE/WBE/MBE partners, will be responsible for at least 7% of the scope and fee, as follows:

Firm	Roles and Responsibilities	Estimated Share of Contract
Connico	Lead firm for cost estimating	At least 2%
Certification: MBE/DBE	and scheduling	
EG Solutions	Lead firm for stormwater/	At least 3%
Certification: WBE/DBE	drainage and geotechnical	
20/20 Parking Consultants	Lead for parking technologies	At least 2%
Certification: MBE/DBE	and security/revenue control	

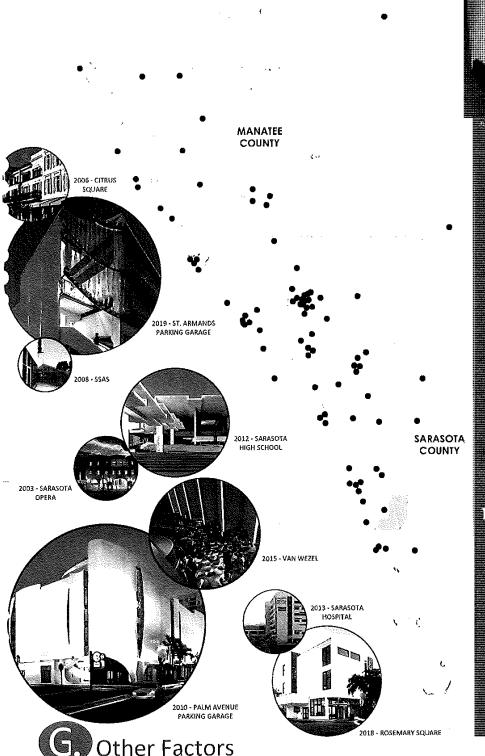
InterVISTAS has a proven record with DBE participation as evidenced by these recent project examples:

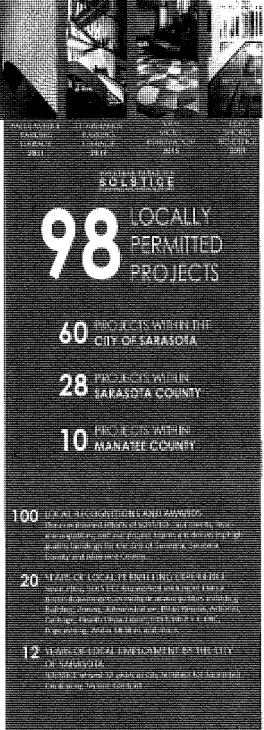
Airport / Client	Year	DBE Goal	Actual Participation
Airport Cooperative Research Program	2020-Ongoing	0%	17%
Chattanooga Metropolitan Airport	2017-2019	10%	11%
Columbus Regional Airport Authority	2019-2021	21%	23%
Dallas Love Field	2022-Ongoing	38%	50%
Denver International Airport	2018-2022	6%	8%
Houston Airport System	2014-2016	12%	22%
Los Angeles World Airports	2018-2021	27%	75%
Raleigh-Durham Airport Authority	2017-2020	15%	19%

E. Local Permitting

SOLSTICE, Walter P. Moore, DWY Landscape Architects, and Kimley-Horn have extensive experience with the permitting process in the City of Sarasota, Sarasota County, and Manatee County. Through this experience, Jonathan Parks AIA has developed proven professional relationships with local permitting officials that will allow the Authority to expedite the permitting process. The graphic on the following page shows SOLSTICE's vast experience with permitting in the jurisdictions relevant to the Airport.

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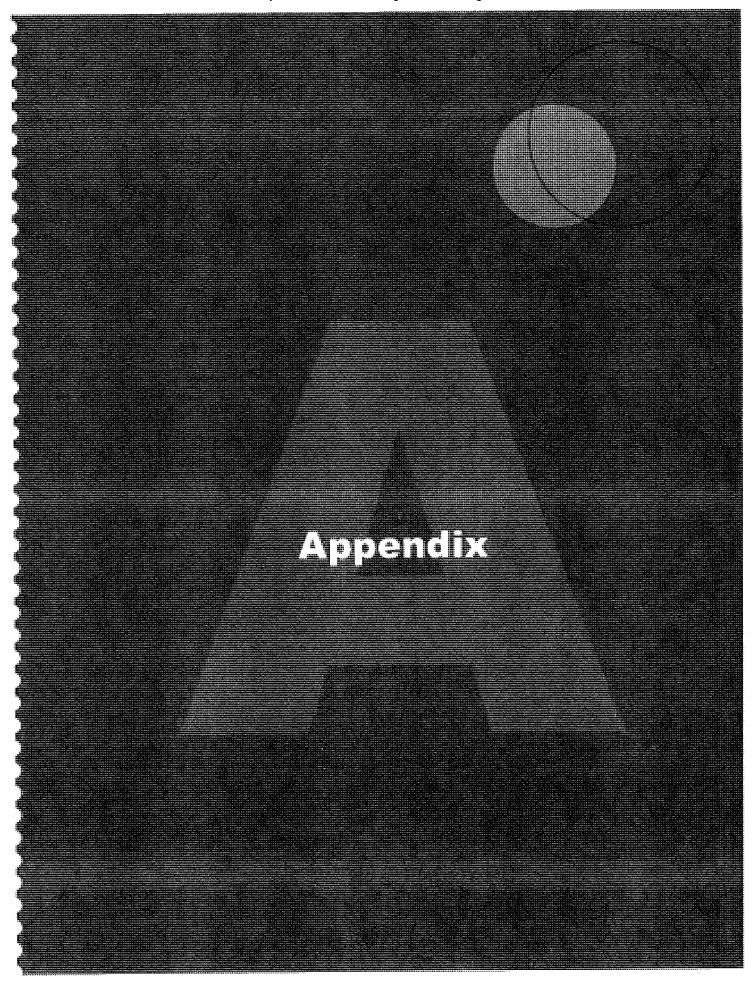




The RFQ identified several "other factors" that would be considered, including:

- Reference checks we urge you to contact our client references in Section A.
- Key members' familiarity with each other InterVISTAS staff have a long history with Walter P
 Moore, Kimley-Horn, Connico, and 20/20 Parking. Additionally, SOLSTICE has teamed with Walter
 P Moore and Kimley-Horn on projects such as the Palm Avenue and St. Armands Parking Garages.
- Location design and construction tasks will be conducted by firms and staff in the Sarasota area.
- Available resources in Section B we describe our availability and commitment to the project.

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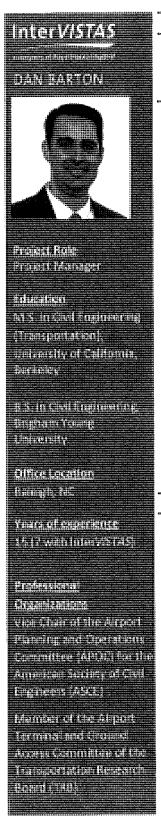
Appendix

Key Staff Resumes

Resumes for our key staff are provided on the pages that follow in the following order:

Key Staff	Roles	Firm
Dan Barton	Project Manager	Inter <i>VISTAS</i>
Peter Mandle, PE	Project Principal	Inter <i>VISTAS</i>
Ernest Choi	Deputy Project Manager	Inter <i>VISTAS</i>
Gavin Duncan	Parking Planning Lead	Inter <i>VISTAS</i>
Mark Taylor	Forecasting and Financial Planning	Inter <i>VISTAS</i>
Nelly Alandou	Forecast Parking Demand	Inter <i>VISTAS</i>
Jonathan Parks, AIA	Architecture, Design, and Construction Lead	SOLSTICE
Roy Witte	Design Technician	SOLSTICE
Richard Temple, PE	Structural Engineering	Walter P Moore
Robert Mohrland, PE	Structural Engineering	Walter P Moore
Jaime Snyder, CAPP	Parking Signage and Wayfinding	Waiter P Moore
James Maglothin	Parking Technologies and Security/Revenue Control Systems	20/20 Parking
Lisa Heckendown-Blake	Project Scheduling	Connico
Charl Nesser	Cost Estimating	Connico
lan Brady, PE	Constructability	EG Solutions
Scott Brady, PE	Water and Geotechnical Engineering	EG Solutions
Bill Conerly, PE	Civil Lead	Kimley-Horn
Jared Moreng, PE	Utilities Specialist	Kimley-Horn
David W Young, ASLA	Landscape Architecture	DWY





CORE STRENGTHS

- Airport Parking facility planning and programming
- Parking facility concepts and layouts
- Commercial vehicles and TNCs
- Rental car facility planning and programming
- Airport roadways and curbsides
- Airport Master Planning

Dan is an airport master planner that specializes in airport parking, ground transportation and rental car planning. He understands the relationships between the operational, physical, and financial needs of an airport. Dan has worked at over 50 airports globally and led parking planning efforts at more than 15 airports. Dan's parking planning experience includes projects at the airports serving Dallas Love, Denver, Fort Lauderdale, Grand Rapids, Greensboro, Halifax, Houston, Manchester, New Orleans, Portland, Raleigh-Durham, Reno, Salt Lake City, and San Francisco.

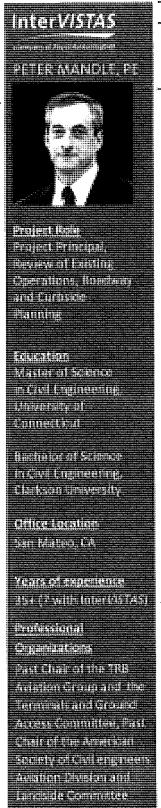
Dan's many parking planning projects have included facility inventories, activity forecasts, demand/capacity analyses, improvement alternatives, development plans, layout plans, financial analyses, and the development of program definition documents. Most recently, Dan led the program definition for new parking facilities at Raleigh-Durham, Greensboro, Halifax, and Grand Rapids. Dan also helped develop the planning and construction phasing documents for a new 4,000 space parking garage at Salt Lake City that was completed in late- 2020.

Dan is a recognized industry expert in rental car planning and programming. Dan has led rental car planning studies at more than 20 airports, including those serving Dallas-Fort Worth, Denver, Fort Lauderdale, Grand Rapids, Houston, Newark, Phoenix, Portland, Raleigh-Durham, Reno, Salt Lake City and San Francisco. Dan has also led a wide variety of ground transportation and airport roadway planning projects. Dan recently led the Comprehensive Ground Transportation Study for the new terminal at Louis Armstrong New Orleans Airport and an Airport Wide Traffic Study for a new airport in Mexico City.

RELEVANT EXPERIENCE

Raleigh-Durham, Program Definition for Parking and Rental Car Facilities, Project Manager. Led a team of 14 firms to prepare program definition documents for a new five-level public parking garage, six-level consolidated rental car facility, and a ground transportation center. The project included programming, massing, site selection, conceptual site plans, and the development of a parking price-elasticity model, to evaluate the impact of parking fee adjustments on demand and diversions to TNCs. Halifax Stanfield, Master Plan for Parking, Project Manager. Led an analysis to first evaluate the baseline demand at current parking rates. Initially it was determined that there was demand for large-scale expansion of the parking garage. The team then analyzed the financial feasibility and determined that adding additional parking capacity would not pay for the cost of construction. The client chose to expand remote surface parking facilities and Dan led the development of the parking layout. Reno-Tahoe, Comprehensive Landside Development Plan, Project Manager. Dan led a forecast of future facility requirements for parking, curbside, roadway, ground transportation, and rental car facilities. The team developed alternative site plans to accommodate projected demand for each of the sites, including mixed-use garages (parking, rental car, and GTC). The team then evaluated the site plans, refined the short-listed alternatives, and collaborated with stakeholders on a recommendation.

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CORE STRENGTHS

- Airport ground transportation planning and design
- Commercial vehicle operations and fees
- Landside management and procedures
- Access and circulation roadway analyses and designs

Peter has prepared estimates of airport parking demands, developed plans for surface and multi-level airport parking facilities, evaluated alternative parking rates and estimated the resulting revenues, and prepared plans to enhance market share and improve operations by introducing new products and services for airport operators including those serving Albuquerque, Anchorage, Atlanta, Cincinnati, Baltimore, Dallas/Fort Worth, Denver, Des Moines, Fort Lauderdale, Indianapolis, Los Angeles, Madison, Miami, Norfolk, Orlando, Ontario, Phoenix, Portland, Reno, Salt Lake City, San Francisco, Seattle, and Tampa.

Mr. Mandle has planned and improved the operations, the access, circulation, and curbside roadways plans at more than 40 airports in the United States and overseas including those serving Anchorage, Boston, Dallas/Fort Worth, Denver, Fort Lauderdale, Houston, Los Angeles, Portland, New Orleans, New York, Salt Lake City, San Francisco, and Tampa. At these airports and others, he estimated future requirements, analyzed existing and future roadway operations, and developed and evaluated programs to reduce existing congestion and improve future operations.

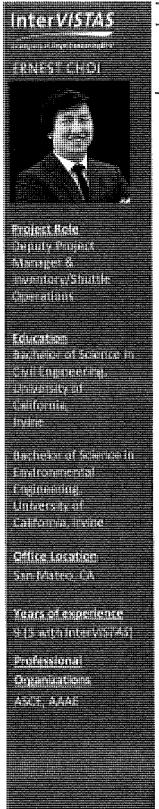
Mr. Mandle has conducted projects leading to revised business policies and fees, and improved control and management of commercial ground transportation operations for the operators of over 25 airports. He has served as Principal Investigator for several Airport Cooperative Research Program (ACRP) projects addressing airport parking rate strategies, products, and services (ACRP Report 24 and Synthesis 118), airport curbside and roadway operations (ACRP Report 40 and soon to be released update), commercial ground transportation at airports (ACRP Report 146 and Synthesis 84), public transit access to airports and other reports. He has authored more than 25 papers on airport parking, roadways, curbsides, and transit, presented before or published by major transportation and airport industry groups. He received the Francis McKelvey Award from the Transportation Research Board for his contribution to the aviation industry.

RELEVANT EXPERIENCE

Raleigh-Durham, Program Definition for Parking and Rental Car Facilities, Project Principal. Oversaw the programming, planning, and conceptual design of a 3,000-space parking structure. Led forecasts of parking requirements, programming and planning for realigned circulation roads and expanded curbside roadways, and a commercial vehicle boarding area. Coordinated evaluation of alternative parking rate strategies on parking demands and TNC ridership.

Denver International Airport, On-Call Planning, Project Manager, Landside Tasks: As part of on call planning contract, led planning and site selection for expansion of public and employee parking structures and surface lots, analyzed curbside needs and developed mitigation strategies, and developed roadway improvement plans.

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CORE STRENGTHS

- Ground transportation planning
- Airport roadways and curbsides
- Airport parking demand-capacity analysis
- Commercial vehicle operations and fees
- Rental car facilities planning & operations
- · Simulation and modeling

Ernest Choi has over five years of experience in airport planning. He is an avid user of microsimulation tools and is interested in the application of microsimulation to address and solve ground transportation issues. He specializes in utilizing microsimulation to determine the effectiveness of new roadway infrastructure changes, as well as evaluating traffic weaving areas, roundabouts, and signalized intersections. He also works on projects addressing airport landside roadway systems, developing future requirements, facilities planning, terminal curbsides, rental car facilities, ground transportation policy, and commercial ground transportation planning.

As part of airport master plans, terminal plans, and ground transportation plans, Ernest has prepared facility requirements and geometric layouts for pickup, drop-off, and staging facilities for over 10 airports worldwide, including development of recommendations regarding curbside allocation strategies and congestion mitigation measures at airports serving Anchorage, Fairbanks, Indianapolis, New Orleans, Reno, and Seattle. He has also conducted a microsimulation project at Los Angeles International Airport to support and analyze the development of an auxiliary curbside in a parking garage within the central terminal area. As part of a comprehensive landside development plan for the recently completed terminal at New Orleans International Airport, Ernest conducted a comprehensive analysis, including microsimulations, of airport access roads, curbsides, and curbside allocation to support in minimizing roadway and curbside congestion in the near and long term. Ernest also recently led the microsimulations and supported in key research tasks conducted as part of Airport Cooperative Research Program (ACRP) Project 07-17, "Update to ACRP Report 40: Airport Roadway Analysis and Curbside Congestion Management Strategies".

RELEVANT EXPERIENCE

Reno-Tahoe, Comprehensive Landside Development Plan, Lead Analyst. Ernest developed a forecast of future facility requirements for parking, curbside, roadway, ground transportation, and rental car facilities. He also helped to develop alternative site plans to accommodate projected demand for each of the sites, including mixeduse garages (parking, rental car, and GTC). The team then evaluated the site plans, refined the short-listed alternatives, and collaborated with stakeholders on a recommendation

Alaska International Airport System, Ground Transportation Study, Deputy Project Manager. Ernest developed a forecast of future facility requirements for parking, curbside, roadway, and ground transportation facilities to address existing and future needs and concerns. He also assisted in the review and recommendation of commercial ground transportation fees and policies.

Gerald R. Ford, Ground Transportation Study – Lead Analyst. Ernest assisted in the development of a price-elasticity model to predict the impact of parking pricing changes on revenues and facility utilization.

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CORE STRENGTHS

- Airport parking planning and operations
- Airport parking pricing and financial analyses
- Airport ground access demand forecasting
- Airport roadway and curbside planning, operations, and conceptual design

Gavin Duncan has over 25 years of experience in airport parking planning design, pricing, and financial analyses; airport commercial ground transportation analyses; airport roadway planning and conceptual design; and airport curbside planning, design, and operations. Within the past 5 years he has developed parking strategies, parking pricing models, parking product recommendations, and/or parking requirements and revenue forecasts for airports serving Belgrade, Dallas, Fukuoka, Grand Junction, Grand Rapids, Manchester, Nashville, and Salt Lake City.

Gavin has led the development of numerous airport parking facility programs, concepts, phased development plans, and feasibility analyses. A key element of those projects was predicting how parking demands and revenues would be impacted by the ongoing evolution of TNCs and eventual introduction of autonomous vehicles. He has also developed parking price-elasticity models for purposes of estimating revenues and parking facility utilization associated with changing parking prices and products.

In 2021, he completed Airport Cooperative Research Program (ACRP) Report 225, "Rethinking Airport Parking to Preserve and Enhance Non-Aeronautical Revenues", a guidebook focused on (a) methods to estimate future parking needs in an environment of uncertainty, (b) management strategies and technologies to enhance net revenues and manage risk, and (c) opportunities to repurpose existing parking structures and surface lots to other uses. He also served as Deputy Principal Investigator for the research that led to ACRP Report 24: Guidebook for Evaluating Airport Parking Strategies and Supporting Technologies and ACRP 40: Airport Curbside and Roadway Operations.

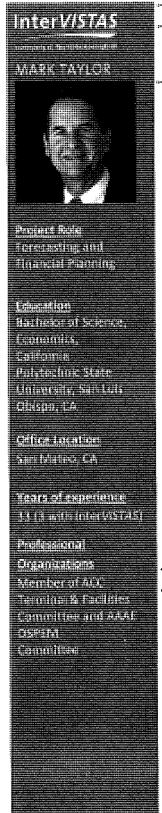
RELEVANT EXPERIENCE

Parking and Rental Car Study, Gerald R. Ford International Airport (Grand Rapids, MI). Led the development of long-range parking demand forecasts and alternatives to meet the demand. Demand forecasts included estimates of latent demand that would materialize once chronic capacity deficiencies were addressed. A key finding was that public parking capacity could be enhanced through the development of a rental car center.

Parking Demand and Alternatives Analysis, Grand Junction Regional Airport. Led the analysis of existing parking activity, which provided the basis for long-range parking demand forecasts and alternatives to meet the demand. Developed multiple phased expansion plans and space configurations reflecting different approaches for landscaping, customer wayfinding, and use of property currently occupied by rental car companies.

Parking Strategy; Dallas/Ft. Worth International Airport—Project Manager: Led development of a multi-phase parking strategy to guide the airport's public and employee parking development over the next 20 years. The strategy addressed parking capacity, products, prices, and revenue control. Achieved alignment across multiple airport departments regarding goals, key assumptions, priorities, and the preferred development plan.

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CORE STRENGTHS

- Financial Modeling & Analysis
- Bond Feasibility Studies
- Air Cargo / Ecommerce Studies
- · Airline traffic forecasts
- · Capital program affordability
- P3 evaluation

For more than 30 years, Mr. Taylor has assisted airport operators with various financial, economic, operational, and planning analyses. Mr. Taylor has worked at more than 20 large-hub airports in the United States, many other medium- and small-hub airports, and many other major airports internationally and has prepared airline traffic forecasts for more than 30 airports throughout the U.S., including: Austin-Bergstrom, Chicago O'Hare, Denver, Ft. Lauderdale, LaGuardia, Newark Liberty, John F. Kennedy, Miami, Orlando, Philadelphia, Pittsburgh, Seattle-Tacoma, and Tampa International airports. Mr. Taylor's forecast experience includes preparation of airline traffic forecasts for airport master plans, airfield and terminal demand-capacity analysis, and financial feasibility studies. Mr. Taylor is proficient in the use of econometric models and risk analysis in connection with airline traffic forecasts. Mr. Taylor has prepared a wide range of specialized economic analyses for airports, including economic impact studies, analysis of slot constraints and demand management alternatives, and the air service response to potential facility constraints.

Mr. Taylor also has extensive experience with financial analysis of proposed capital plans and related analyses such as bond financing, airline rates and charges modeling, lease negotiations, revenue development strategies, PFC and grant funding applications, and P3 business case analysis. Mr. Taylor has managed preparation of feasibility studies for more than 50 bond financing transactions with about \$10B in issuance value, including major project financings in New York and Miami.

Mr. Taylor has also assisted large hub airports in developing strategies to capitalize on the rapid growth in e-commerce and associated cargo activity. Mr. Taylor recently participated in the Transportation Research Board's ACRP study to analyze the revenue impact of Transportation Network Companies (TNCs) at airports. Mr. Taylor also recently assisted Airport Consultants Council (ACC) in developing a study of 5-year capital programs at U.S. airports.

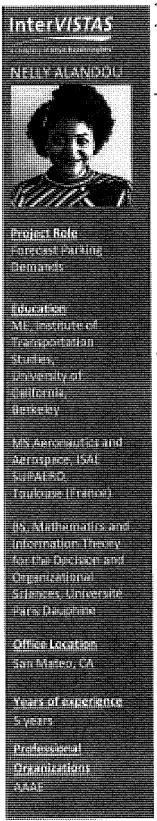
RELEVANT EXPERIENCE

Forecast and Financial Planning for Grand Junction Airport Development Plan. This work included preparing aviation demand forecasts as input to the planning for developments at the airport and also included preparing a financial plan for the proposed capital program and identifying funding sources.

Forecast for Denver International Airport Planning. This work included econometric analysis of historical trends and likely 20-year forecasts of passengers, cargo, and aircraft operations. The work also included coordination with key airlines regarding plans for service development at the airport.

Financial Planning for Guam International Airport. This work included financial planning for recovery from the COVID-19 traffic downturn. And, more recently, preparation of aviation demand forecasts and financial forecasts in support of airport revenue bond financing in 2021 and 2022.

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CORE STRENGTHS

- Air traffic data analysis and forecasting
- Python modeling and simulation
- Airport Curbside Analysis
- Parking Analysis and Parking Strategy
 Studies
- Digital tooling and visualization

Nelly is passionate about the airport environment, especially data-driven approaches for ground transportation studies. She has worked with airports of various sizes in the US including gathering data, benchmarking, data analyses, and presentations. She brings a passion for modelling rooted in storytelling and the use of tools like Python and Tableau.

Nelly has developed public parking pricing models to support parking pricing recommendations for airports serving Dallas / Fort Worth, Manchester (NH), Raleigh-Durham, and Salt Lake City. Each model not only evaluated price-elasticity between parking products but between parking products and Transportation Network Companies (TNCs). As part of an Airport Cooperative Research Program project, she recently gathered parking rate data at commercial service airports, documented parking pricing strategies and pricing components, and interviewed staff at 30 case-study airports.

RELEVANT EXPERIENCE

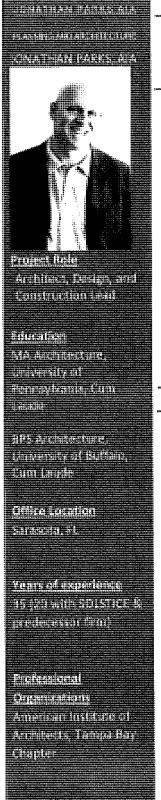
Parking Strategy; Dallas/Ft. Worth International Airport—Parking Planner: Developed mode share forecasts and public parking pricing model to support capital and financial planning for the airport's 20-year parking development plan. Prepared analysis of revenue control equipment to evaluate potential implications of implementing gateless operations. Analyzed more than 22 million transactions data using Snowflake database services and Tableau. Developed a Python simulation of the airport's entry and exit plazas to identify opportunities to reduce queueing and delays, thus improving the customer experience.

Parking Strategy; Dallas/Fort Worth International Airport – Parking Modeler Developed parking pricing model to balance demand levels between different facilities. Developed public and employee parking requirements and alternatives. Evaluated alternatives and developed preferred implementation plan.

Parking Programming; Raleigh-Durham International Airport, Salt Lake City International Airport, Manchester-Boston Regional Airport – Parking Modeler: Led development of a parking pricing model that included price-elasticities between public parking and other access modes, including TNCs. Analyzed historical parking activity and revenues. Estimated unconstrained parking demand levels. Estimated impact of transportation network companies on future access mode shares. Developed parking pricing model to balance demand levels between different facilities.

Airport Parking Pricing Strategies; Airport Cooperative Research Program – Researcher: Conducted a literature review of airport parking pricing strategies frameworks. Designed and conducted a survey of large, medium, and small hub US airports to map existing practices. Developed a synthesis report consolidating these practices.

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CORE STRENGTHS

- Parking garage design
- Permitting in Sarasota County
- Permitting in Manatee County
- Permitting in City of Sarasota
- Award winning transportation projects
- Master planning of on-street parking
- · Existing consultant team relationships
- Customer experience

Jonathan is Principal-in-charge of SOLSTICE Planning and Architecture with 35 years of experience in the field of architecture. Believing that thoughtful design is based on listening carefully to the client and that every new project begins with a conversation, Jonathan works to design and construct truly memorable, timeless buildings with importance placed not only on the tangible, such as budget and schedule, but also on the immaterial elements such as context, light, and form.

As Principal-in-charge of SOLSTICE, he is directly responsible for all design issues and client relationships and can commit company resources effectively over all phases of a project. He offers specialized knowledge and proven ability in public facilities planning; governmental, institutional, and commercial design and permitting. Jonathan has strong experience in the field of architecture, planning, and design. He has completed construction projects throughout the southeast, northeast, and Great Lakes regions. The last twenty years have seen a specific focus in the southeast with the majority of projects in Sarasota, Manatee, Lee, and Charlotte Counties.

RELEVANT EXPERIENCE

St. Armands Parking Garage: City of Sarasota – Architect: Public charette, development, design and construction of a new parking structure to include revised on street parking.

St. Armands Parking Study: City of Sarasota – Architect: Development of St. Armands parking study with City of Sarasota staff in order to understand the present and future parking and public services required by the St. Armands merchants, visitors, and residences.

Palm Avenue Parking Garage: City of Sarasota – Architect: Public charette, design, development, and construction of a new parking structure to include revised on street parking and a mixed-use retail environment.

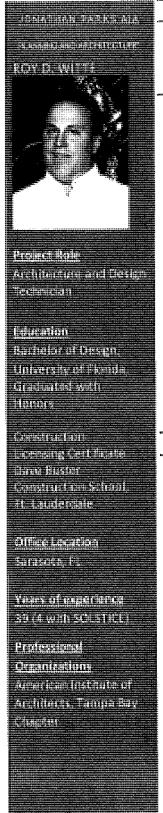
Boulevard of the Arts and Central Avenue: City of Sarasota and Rosemary Square Existing City parking incorporated into project and Boulevard of the Arts redesigned to include on-street parking for the neighborhood.

Palm Avenue and Cocoanut: City of Sarasota and Art Ovation Hotel – Architect: All aspects of roadwork, utility, and parking design (structural and surface) including coordination with the City of Sarasota.

Gulfstream Parking: City of Sarasota - Development and implementation of innovative parking solution on Gulfstream in downtown Sarasota.

Orange Avenue: Citrus Square – Architect: Design and construction of new mixeduse project with a focus on streetscape, parking, public spaces, and walkability.

InterVISTAS



CORE STRENGTHS

- 35 years with AutoCAD
- Permitting in Sarasota County
- · Permitting in Manatee County
- Permitting in City of Sarasota
- · Extensive construction background
- · Project management
- Engineering coordination
- Customer experience

Roy is a Senior Project Manager at SOLSTICE Planning and Architecture with 39 years of experience in the fields of architecture and construction. Providing strong leadership and management to design teams and consultants, he has coordinated multiple architectural projects from predesign through construction administration.

A resident of the Sarasota/Manatee area since 2012, Roy's expertise in local permitting has helped to successfully facilitate approximately 70 projects in the City of Sarasota, Sarasota and Manatee counties. Roy has extensive experience communicating with building officials at all stages of project phasing while ensuring consultants' drawings are coordinated for perming and construction purposes. His resume includes experience with structured parking garages, institutional, hospitality, and high-density parking projects.

Roy's expertise in architecture really began in his formative years, stepping into the family construction business from an early age. From foundations to finishes, he has learned first-hand how multiple building types go together from the ground up allowing projects to keep on schedule and reduce change orders.

RELEVANT EXPERIENCE

MainView Sarasota Hotel and Parking Garage, City of Sarasota — Senior Technician: Code review, development, and design of a new 233,000 square foot hotel and multi-level public/private parking structure to include revised on street parking within the City of Sarasota.

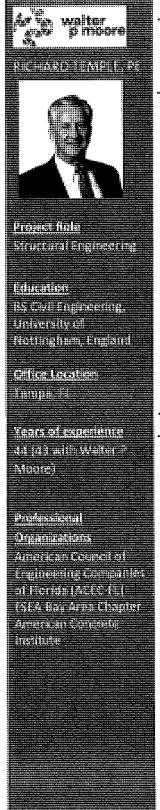
Large scale projects, Sarasota, Palm Beach, Broward, Dade counties – Project Manager: Including community master planning, neighborhood planning, neighborhood planning, roadway and parking layouts, lot layouts, and access control systems.

Maple Tree Academy, Sarasota County – Senior Project Manager: Code review, design and renovations to an existing building with multi-sequenced parking, drop off, and short-term vehicle standing within Sarasota County.

Belair 6-story luxury condominium with parking garage below - Project Manager: Full code review with integration of all structural and mechanical systems. Redesign of structure to meet all ADA and structural requirements including complete update of all parking levels. Design and coordinate terra decking used to cover and conceal parking levels.

Biowest Florida, Sarasota County – Senior Project Manager: Existing condition documentation, tenant improvements, architectural space planning, code review and development of all construction documents for permit.

InterVISTAS



CORE STRENGTHS

- Airport master planning
- Parking facility planning
- Structural Engineering
- Airport operations planning
- Project Management
- •Parking Garage Design
- Baggage Handling
- Passenger experience

Richard has over 40 years of airport planning experience leading complex airport planning assignments at large and small airports including Tampa International Airport, Vandenburg Airport in Tampa, St.

Petersburg/Ciearwater International Airport, and Orlando International Airport. Richard has a track record for completing projects on time, within budget and exceeding your expectations.

Richard has extensive expertise in the design and delivery of complex structures. He leads a team of experienced engineers who collaborate with our clients to find practical, cost-effective structural solutions to architectural challenges. He is actively involved in the creative design process working closely with the design team and owners to explore the engineering alternatives that best satisfy the goals of the project.

Richard's project responsibilities include assuring staff resources are available and project goals are addressed; providing leadership in conceptual design and development of structural systems and concepts and have final authority; and assuring the QA program is executed.

RELEVANT EXPERIENCE

City of Sarasota, Palm Avenue Garage, Sarasota, Florida — Principal-in-Charge: Oversaw the structural engineering design services for this design-build parking garage of 250,000 SF, 6-level with 3 bays for 733 cars.

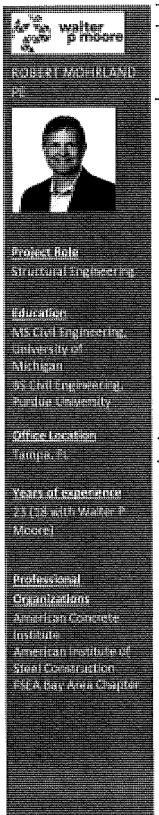
Tampa International Airport, ConRAC Parking Garage, Tampa, Florida – Principal-in-Charge and Engineer of Record: Oversaw the structural engineering design services for this 4-level, 2.6 million SF, 4,400-car facility with multi-level QTA.

Tampa International Airport, Economy Parking Garages, Tampa, Florida – Principal-in-Charge and Engineer of Record: Oversaw the structural engineering design services for this two-phased parking garage with a total of 11,200 spaces. Smart Garage.

Tampa International Airport, Long-Term Parking Garage Rental Car Expansion, Tampa, Florida — Principal-in-Charge and Engineer of Record: Oversaw the structural engineering design services for the expansion (7,200 SF) and new construction (68,500 SF) of the existing parking garage for a total of 800 rental cars.

Broward County Main Courthouse Parking Facility, Fort Lauderdale, Florida — Principal-in-Charge: Oversaw the structural engineering design services for this 400,000 SF, 5-level, 60' tall, for 1,000 cars and has a pedestrian bridge.

InterVISTAS



CORE STRENGTHS

- · Airport master planning
- Terminal facility planning
- Project Management
- Structural Engineering
- Parking garages for airports
- Parking garages for municipalities
- Parking garages for hospitals
- Customer experience

Robert has over 20 years of airport experience leading complex airport projects for Tampa International Airport. Robert has a track record of completing projects on time, within budget and exceeding expectations.

He has experience in a wide variety of award-winning projects including a strong parking structure portfolio. His expertise in parking structure design is counted on routinely both in the company and by his repeat clients.

Robert will be actively involved in studying the alternate parking design options for the project. He will ensure that the client's expectations are met. He has a passion for the collaborative design process.

Robert is active in the company's parking community of practice, and he was the past president of the regional Structural Engineer's Association.

As project manager, Robert will serve as the firm's primary point of contact and direct the structural design team; attend all relevant project meetings; manage all structural design and documentation activities and coordinate and check all structural design and documentation; and manage the development of structural concepts and systems and manage the structural construction administration services.

RELEVANT EXPERIENCE

City of Sarasota, Palm Avenue Garage, Sarasota, Florida – Project Manager: Managed the structural engineering design services for this design-build parking garage of 250,000 SF, 6-levels with 3 bays for 733 cars.

Tampa International Airport, ConRAC Parking Garage, Tampa, Florida – Project Manager: Managed the structural engineering design services for this 4-level, 2.6 million SF, 4,400-car facility with multi-level QTA.

UHealth Sole Mia Parking Garage, North Miami, Florida – Engineer of Record and Project Manager: Managed the structural engineering design services for this parking garage of 330,000 SF, 5-levels for 1,000 cars.

City of Delray Beach, Old School Square Parking Garage, Delray Beach, Florida – Engineer of Record and Project Manager: Managed the structural engineering design services for this design-build parking garage of 226,250 SF, 5-levels with 3 bays for 525 cars.

Sarasota Memorial Hospital, West Parking Garage, Sarasota, Florida – Engineer of Record and Project Manager: Managed the structural engineering design services for this parking garage of 242,600 SF, 5-levels with 2 bays for 600 cars.

InterVISTAS



CORE STRENGTHS

- Parking operations
- · Parking planning
- Airport master planning
- Project management
- Parking operations for airports
- •Parking signage and wayfinding
- Parking analysis
- Customer experience

With over 20 years in the parking industry, Jaime has been involved in multiple disciplines and solved many parking challenges. As a prior parking operator, Jaime understands the inner working of a parking operation and uses her experience to ensure that planning recommendations work for all involved parties.

Jaime has completed multiple parking master plans and assisted many owners with improving their parking operations. Her clients rely on her for innovative solutions to their management, technology, and operational challenges. Jaime recently completed a parking master plan for the Jacksonville International Airport, providing them a guide to improve or change their valet operation, parker allocation, rate structure and marketing strategy. Jaime will be actively involved in providing operations consulting throughout the master planning and subsequent phases of this project.

As parking operations consultant, Jaime will assist the Project Team with all master plan components that relate to operations of the parking system. She will conduct QA/QC analyses of all proposed master plan components and ensure they meet the needs and future operation of the Airport. Jaime will also assist in reviewing and recommending new parking technology.

RELEVANT EXPERIENCE

Jacksonville International Airport Parking Operations Planning and Strategy, Jacksonville, FL – Project Manager & Parking Consultant: Reviewed all parking operations and strategies and provided recommendations for improvement. Review included parker allocation, shuttle program, parking rate structure, valet operation, and marketing strategy.

Charlotte Douglas International Airport Parking Operation Study, Charlotte, NC — Project Manager & Parking Consultant: Reviewed all parking operations and provided analysis, guidelines and recommendations to support future growth. Review included all policies and procedures, staffing, customer service, and valet operation.

Houston Airport System Operations Assessment, Houston, TX –Project Manager & Parking Consultant: Comprehensive assessment of the parking operations system. Analysis included parking technology, revenue control, management of the parking system and customer service.

St. Louis Lambert International Airport Parking Equipment Replacement, St. Louis, MO –Project Manager & Parking Consultant: Replacement of the airport's parking access and revenue control system. Provided guidance, procurement services and construction administration for sixty-two lanes of equipment.

InterVISTAS



CORE STRENGTHS

- Parking technology analysis
- Cost estimating
- Scheduling
- Specification development
- Infrastructure requirements
- Procurement
- Project management
- Technology acceptance testing

James is the President and founding member of 20/20 Parking Consultants, LLC. James has over 20 years of experience providing parking technology consulting services to aviation, education, health care, municipal, and private clientele. He has extensive project experience with a wide range of parking technologies focusing on Parking Access and Revenue Control Systems (PARCS), Parking Guidance Systems (PGS), and Ground Transportation Management Systems (GTMS).

James is proficient in all aspects of the project life cycle related to the successful implementation of state-of-the-art parking technologies including system analysis and recommendation, cost estimating, financial feasibility, preparation of functional specifications, request for proposal package development, contract negotiation and award services, construction administration, and acceptance testing. He has expertise in the design of parking-related civil, communication, and electrical infrastructure as well as construction administration during the execution of the designs. In addition, James has extensive project management experience consisting of project identification and marketing, team identification, scope formulation, work planning, contract negotiation, public interviews, effort forecasting, change protocol management, quality control/quality assurance, and scheduling.

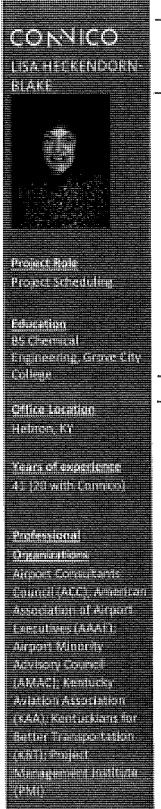
Prior to founding 20/20, James served as the Director of Car Park Management Systems for Walker Parking Consultants, Inc., leading Walker's US and global business sectors focused on off-street parking technology consulting. Prior to Walker he served as an Associate/Senior Project Manager for Kimley-Horn & Associates, Inc. focusing on project management of complex airport parking technology implementations.

RELEVANT EXPERIENCE

New Terminal Concept Validation; Hollywood Burbank Airport – Parking Technology Lead: New terminal parking structure planning, benchmarking, PARCS, PGS, and GTMS technology options, infrastructure requirements. Parking Technology Implementation and Planning; Raleigh Durham International Airport – Co-Project Manager: PARCS and PGS technology evaluation and recommendations, specification development, procurement support, implementation oversite, acceptance testing. Parking technology options and infrastructure planning for new ConRac.

Parking Technology Implementation; Charlotte Douglas International Airport — Project Manager: PARCS and PGS technology evaluation and recommendations, specification development, procurement support, implementation oversite, and acceptance testing.

InterVISTAS



CORE STRENGTHS

- Scheduling/phasing
- Aviation planning
- Landside aviation
- Airside aviation

 Primavera 6, Expedition Contract Manager, and Microsoft Project

Lisa has 41 years of experience in planning, scheduling, budget development, cost/change management, construction management, and team coordination. She provides many services including construction administration, design, and construction scheduling. She is highly experienced in performing under complicated and tight schedules requiring completion by a fixed deadline. She has utilized software programs such as Primavera 6, Expedition Contract Manager, and Microsoft Project for more than 30 years. Lisa has also worked on projects at more than 70 different aviation facilities in the last 10 years.

Lisa is a certified Project Management Professional (PMP) with the Project Management Institute (PMI) which is a testament to her knowledge, experience, and aptitude in the management of projects.

Lisa is active in the industry, serving as a member of Airport Consultants Council (ACC); American Association of Airport Executives (AAAE); Airport Minority Advisory Council (AMAC); Kentucky Aviation Association (KAA); and Kentuckians for Better Transportation (KBT).

RELEVANT EXPERIENCE

Airfield and Terminal Modernization; Los Angeles International Airport -- Scheduling: Lisa provided scheduling for the project that included the demolition of existing pavement; the demolition and relocation of multiple structures including a fuel farm; the construction of new exit and connector taxiways; the construction of a new Taxiway D; new Concourse O Terminal Design and Apron Paving; Terminal 9 Enabling Projects, Terminal, Apron, Roadway Concepts and Airfield Improvements; Terminal / Concourse 9 Preliminary Enabling Projects; and New Terminal 9 Parking Deck and Apron.

Master Plan Update; Cincinnati/Northern Kentucky International Airport – Scheduling: Lisa provided scheduling services for airfield projects including taxiway and runaway expansions and demolitions; terminal and concourse improvement projects including baggage, hold rooms and gates; airport/airline support projects including hangars, aprons, and maintenance facilities; and landside roadway and parking projects.

Landside Access Modernization Program (LAMP); Los Angeles International Airport – Scheduling: In support of the Environmental Impact Report for the LAX LAMP, Lisa developed a preliminary construction schedule that was used to address the emissions resulting from the construction of the components of the LAX Ground Transportation Program. The LAX Ground Transportation Program included an Automated People Mover (AMP) with multiple boarding stations and a Maintenance Facility, multiple parking garages, a ground transportation center, elevated walkways, a Consolidated Rental Care Facility, and roadway improvements

InterVISTAS



CORE STRENGTHS

- Cost estimating
- Terminal planning
- Landside aviation
- Airside aviation
- Project/program management
- Cost management

Charl has 41 years of experience in the construction industry, specializing in cost estimating, cost management, litigation support, quantity surveying, contractor reconciliation, value engineering/management, change order analyses, and project management services. He is an experienced project leader, providing scope of work development and cost management strategies, and managing the quality and timeliness of project deliverables. He has worked on projects at more than 100 airports in the last 10 years.

Charl is active in the industry, serving as a member of the Association for the Advancement of Cost Engineering, and the Airports Council International (ACI).

RELEVANT EXPERIENCE

Airfield and Terminal Modernization; Los Angeles International Airport -- Estimating: Charl provided estimating for the project that included the demolition of existing pavement; the demolition and relocation of multiple structures including a fuel farm; the construction of new exit and connector taxiways; the construction of a new Taxiway D; new Concourse 0 Terminal Design and Apron Paving; Terminal 9 Enabling Projects, Terminal, Apron, Roadway Concepts and Airfield Improvements; Terminal / Concourse 9 Preliminary Enabling Projects; and New Terminal 9 Parking Deck and Apron. Master Plan Update; Cincinnati/Northern Kentucky International Airport – Estimating: Charl provided estimating services for airfield projects including taxiway and runaway expansions and demolitions; terminal and concourse improvement projects including baggage, hold rooms and gates; airport/airline support projects including hangars, aprons, and maintenance facilities; and landside roadway and parking projects.

Terminal Area Parking Garage; Nashville International Airport – Estimating: Charl developed cost estimates and a market study for a new parking guidance system, project civil work, parking office structure, toll booth canopies and revenue control, consolidated rental car facility (CONRAC) ramp and canopy, temporary toll plaza and Ground Transportation Center (GTC) exit as well as a six-level parking garage at Nashville International Airport.

Parking Garage D Design; Norfolk International Airport – Estimating: Charl provided estimating for the project that included the construction of employee / public parking structure with a cast in place parking garage approximately 1,095,289 gross square feet (gsf), including one (1) double threaded helix vehicular access ramp for parking on levels 1 through 8, and renovation of existing elevator lobby space of approximately 23,706 gsf, including the addition of two (2) new elevators added to existing shafts.

InterVISTAS



CORE STRENGTHS

- Constructability Reviews and Field Problem Resolution
- Water and Pavement Analysis and Design
- Construction Materials Evaluations

Ian Brady is a full-time project engineer for EG Solutions tasked with a variety of field and office duties including data collection, evaluation, alternatives analyses and design of various project elements. In this capacity, he is involved in most projects the firm has completed or that are now underway. These projects have included general civil design, airport specific design, surface and groundwater hydrology and hydraulics, minor structural design, basic geotechnical and materials analyses, field topographic surveys, field water quality sampling and testing, and full and part-time construction observation.

He has worked on projects in planning, design, and construction at Sarasota Bradenton International Airport since 2011 including an \$8.8 million stormwater project and the ~\$10 million Commercial Apron Expansion. Prior to his graduation with an engineering degree, lan worked as a student intern in a geotechnical laboratory. He conducted field counts and identification of aircraft for noise mitigation and revised air traffic pattern options, and runway use analyses. He also did data analysis and checking for the first phases of the FDOT Statewide Airport Stormwater Study. On a volunteer basis he assisted with measurements of structural response to thermal changes on metal T-hangars equipped with sliding doors. The volunteer work supported patented design changes to help prevent damage from high winds, Ian is also a certificated Private Pilot.

RELEVANT EXPERIENCE

Stormwater Management System – Planning, Design, Permitting, and Construction; Sarasota Bradenton International Airport - Project Engineer and Resident Project Representative: This project reduced/modified ponds that were attractants for hazardous wildlife thereby improving safety while allowing approximately 111 acres of aviation business development consisting of aprons, taxilanes, hangars and offices, access roads, and parking, thus increasing airport revenue. This is about 55 acres greater than would otherwise be available using presumptive design criteria. The project also replaced failed pipes in parts of the system.

Commercial Apron Expansion; Sarasota Bradenton International Airport -Project Engineer: This project includes expansion of the commercial apron parking ramp east of the existing ramp, reconstruction and realignment of Taxiway R5, and removal of Taxiway A8. SRQ is experiencing rapid growth and requires five additional ground loading gates with parking for the Airbus A320/A321 Aircraft. The services being performed include field surveys, geotechnical investigation, geometric layouts, pavement design, stormwater management design and permitting with three jurisdictional agencies, electrical modifications, signage, pavement markings and bidding.

InterVISTAS Attention of Repair to the Park



CORE STRENGTHS

- Geotechnical and Materials
 Engineering
- Construction Administration
- Water Resources Engineering
- Project Management

Scott has over 43 years of experience in civil engineering, emphasizing public sector projects. More than 34 years of his total experience is focused on airport projects, which includes assignments as program manager, project engineer, and consultant. His varied engineering functions have included engineering analysis, design documents preparation, permitting, cost estimating, CPM scheduling, bid analysis, grant assistance, field observation, construction claims evaluation and resolution, forensic engineering, expert testimony, research and instruction. He has worked on over 175 airport projects at over 50 airports. These have been located in 11 states in four FAA regions, with a concentration in the FAA Southern Region.

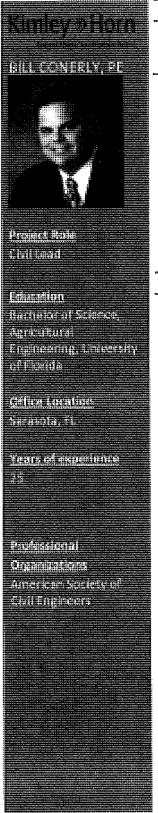
Scott has extensive experience focused on geotechnical and water resources engineering. In these practice areas he has completed over 300 projects in the Southeast and Mid-Atlantic states ranging from small structures and drainage systems to nuclear plants and major rivers. Specific projects have included soil construction and stabilization, pavements, slope stability, retaining structures, seismic soil-structure interaction, sinkhole studies, shallow and deep foundations, hazardous materials remediation, well fields, dams, bridge hydraulics, floodplains and water quality studies.

In 2012, Scott was co-recipient of a Corporate Eagle Award from the Florida Airports Council for his contributions toward Florida's stormwater legislation. Scott was the program manager/technical program manager for all phases of the Florida statewide airport stormwater study done by FDOT with FAA funding. His role within that project included technical evaluations of the data collected and authoring, co-authoring and/or editing reports, manuals, Florida Administrative Code rule language and legislative language from the study. His most important role for the project was to coordinate and bring together six state and federal agencies with diverse charters, goals and objectives that resulted in the current rule and potentially upcoming rules for airport water management.

RELEVANT EXPERIENCE

Stormwater Management System – Planning, Design, Permitting, and Construction; Sarasota Bradenton International Airport – Project Manager: This project reduced/modified ponds that were attractants for hazardous wildlife thereby improving safety while allowing approximately 111 acres of aviation business development consisting of aprons, taxilanes, hangars and offices, access roads, and parking, thus increasing airport revenue. This is about 55 acres greater than would otherwise be available using presumptive design criteria. The project also replaced failed pipes in parts of the system.

InterVISTAS



CORE STRENGTHS

- Structural Engineering
- Permitting with City of Sarasota,
 Sarasota County, and Manatee County

Utilities

• Project Management

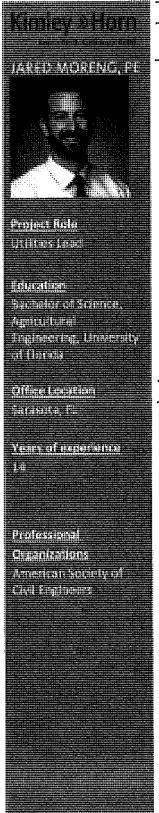
Bill has 25 years of experience providing engineering, technical, and planning services to the private and public sectors. Bill's expertise is in all aspects of development, engineering, and the construction process including design, permitting, contracting, construction, and project management for a wide range of diverse projects. Project management responsibilities include client and contractor relations, public meetings and presentations, project organization, and scheduling. He has served as project engineer/project manager providing professional services for master-planned communities, transportation, utilities, and school/institutional projects. Bill's specialized effort includes municipalities throughout Florida including Manatee, Sarasota, Polk, Lee, and Collier counties.

RELEVANT EXPERIENCE

- Artisan Tower Hotel Redevelopment, Sarasota, FL— Project Engineer
- BeachWalk Master Planned Community, FL— Project Manager
- Sarasota National Community Development, FL—Project Manager
- Palm Avenue Parking Garage, Sarasota, FL—QC/QA Reviewer
- I-75 Crossing for 24-inch Force Main, Sarasota County, FL* Project Engineer
- Lower Denham Acres Utility Relocations, Sarasota County, FL*—
 Project Engineer
- Serenoa Golf Course, Sarasota County, FL* Project Engineer
- Camelot Lakes East, Sarasota, FL* Project Engineer
- Lakewood Ranch Re-pump Lift Station No. 239, Manatee County, FL*
 Project Engineer
- Eagle Creek Wastewater Treatment Facility, Collier County, FL* Project Engineer
- Cattleman Road, Phase 1, Sarasota County, FL* Project Engineer
- McIntosh Road Signalization, Sarasota County, FL* Project Engineer
- 27th Parkway Sidewalk Addition, Sarasota County, FL* Project
 Manager
- Randa Boulevard Sidewalk Addition, Sarasota County, FL* Project Manager

*Work completed prior to joining Kimley-Horn

InterVISTAS



CORE STRENGTHS

- Civil Engineering
- Utilities
- Site Preparation
- Local Permitting

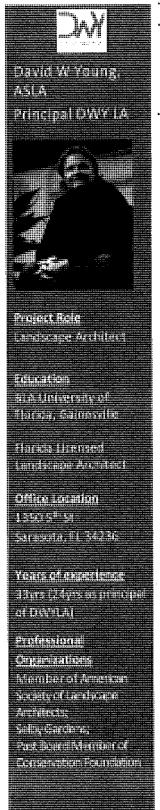
Jared is an airport engineering professional with 14 years of experience in design, project management, and construction administration for airfield projects. His specialties include airfield design, development of construction safety and phasing plans, development and coordination of detailed construction sequencing and schedules, and production of contract documents (plans, technical specifications, design reports, material quantities and cost estimates) per FAA guidelines. In addition to his high level of familiarity with the design and bidding process for airport and FAA funded projects, Jared has served as a resident project representative and field engineer on numerous airfield pavement construction and rehabilitation projects, which enables him to produce designs with an eye for constructability. Jared has served as both lead engineer and project manager for a variety of airport and airfield projects and has experience operating at both general aviation and hub airports in projects encompassing concrete pavement construction and rehabilitation, asphalt pavement construction and rehabilitation, airfield electrical infrastructure, airfield navigational aids, safety area grading and drainage, airfield markings, and utilities.

RELEVANT EXPERIENCE

- Sarasota Bradenton International Airport (SRQ), Taxiway Bravo Rehabilitation, Sarasota, FL—Project Manager
- Tampa International Airport (TPA), North Remain Overnight (RON)

 Parking Apron, Tampa, FL—Project Manager
- Tampa International Airport (TPA), Airside F Remain Overnight (RON)
 Parking Apron, Tampa, FL—Project Manager
- Tampa International Airport (TPA), Airside F Apron Slab Replacement, Joint Replacement, Spall Repair, Tampa, FL—Project Manager
- San Juan Luis Munoz Marin International Airport (SJU), Cargo Apron 6
 Rehabilitation, San Juan, Puerto Rico—Project Manager
- St. Petersburg-Clearwater International Airport (PIE), Runway 18-36
 Rehabilitation and Runway 4-22 Extension, Clearwater, FL—Project
 Manager
- West Apron Hardstand Expansion and Employee Parking Lost Relocation, Sarasota, FL—Project Manager

InterVISTAS



CORE STRENGTHS

- Knowledge of permit process
- · Knowledge of municipal code
- Excellent planting, hardscape, irrigation and lighting design
- Design to achieve a sense of place
- Familiarity with SRQ airport
- Achieve customer experience

DWY landscape architects is a landscape architecture firm that creates experientially rich and environmentally sustainable places across a wide range of project types and scales. Founded in 1999, David and his team have an established presence in both Sarasota and his hometown of Naples - with past and present projects from Tampa/St Pete area to Miami - primarily within the water- front coastal communities.

David is a past Board Member of the Conservation Foundation of the Gulf Coast and actively strives to incorporate sustainable practices into each project. These include the use of LID (low impact development) practices and more holistic approaches such as SSI (sustainable sites initiatives) that recently merged with LEED.

DWY is the recipient of numerous local and state design awards for design excellence and environmental sustainability over the past 22 years of practice. DWY received an award for design excellence for their very first built commission in 1999 and 24 more awards since including one national award.

David himself is a Florida native who believes, in our hurried digital world, it is important for people to reconnect with nature for a sense of well-being and happiness — and landscape architecture is the perfect platform to promote and achieve this.

With a passion for modern architecture and design, David thrives on the collaborative process with creative individuals and allied professionals to achieve a common goal of design excellence for each client. In each project the team creates a design vocabulary that is in touch with the spirit of the architecture and in harmony with the site and the surrounding natural environment.

RELEVANT EXPERIENCE

Provided coordinated landscape design, construction document, specification, construction administration for projects of all types and scales including but not limited to, campus master plans, museums, roadway, planning and new neighborhood development, bikeways and park design within the City of Sarasota, Sarasota County and Manatee County.

Executed green design strategies including LID, LEED and SSI tools and technologies and applications of each for varied project types.

Knowledge of latest pervious pavement products and design concepts for stormwater management applications for varied project types.

Design for 25%-50% irrigation reduction and water conservation.

InterVISTAS



4904 Eisenhower Boulevard Suite 150 Tampa, FL 33634 813.888.5800 walkerconsuitants.com

December 29, 2022

Sarasota Manatee Airport Authority ATTN: Mr Kent D. Bontrager, AAE, PE Senior Vice President of Engineering 6000 Airport Circle Sarasota, FL 34243

Re: RFQ-01-2022-MPP Professional Planning and Consulting Services to Prepare a Master Parking Plan

Dear Mr. Bontrager and Members of the Selection Committee:

To effectively plan for the current and future parking needs of the Sarasota Bradenton International Airport (SRQ), the Sarasota Manatee Airport Authority (SMAA) needs a firm that offers more than just a basic knowledge of parking planning, operations, technology, design, repair, and construction. Selecting the right team of professionals may be one of the most difficult tasks you will face in the coming weeks. **Walker Consultants** is that team. Our team members offer you the knowledge, experience, and commitment through a cohesive partnership ensuring a thorough parking plan that is inclusive of all SMAA's needs.

As you review our qualifications, please consider the following benefits the Walker team offers SMAA:

Knowledge — Walker's singular focus on parking creates an unmatched depth of knowledge. With thousands of parking projects completed around the globe, no other firm comes close. The request for qualifications identified the intent to conduct a parking analysis to evaluate short- and long-term parking needs, update the parking master plan, and construct structured parking. By selecting the Walker team, you can avoid any learning curve issues other firms frequently face as they struggle getting up to speed, slowing their progress and unnecessarily extending the project schedule.

In addition, members of our staff authored the textbook *PARKING STRUCTURES: Planning, Design, Construction, Maintenance and Repair*. Many industry experts consider this book to be the single best resource for parking information. Our staff also is active on committees of the International Parking and Mobility Institute and the National Parking Association. These committees are among the forward-looking, thought-leaders of the parking and mobility industry.

Experience — Over the past 55 years, Walker's focus on parking has driven us to become experts in the field. We are not jacks of all trades who dabble in parking—we are the parking specialists. Walker offers you a strong local team backed by a national staff who can solve any project challenges. Tom Szubka, CAPP, CPP will serve as the Parking Master Plan project manger. Tom has an extensive background in parking and mobility operations as well as development and implementation of supporting technologies. The team members assigned to this project possess decades of hands-on parking planning, operations, technology, mobility, design, and sustainable initiatives experience. Our first-hand, real world experience enables us to go beyond simple theoretic assumptions to arrive at meaningful solutions that you can literally take to the bank.

Commitment — As a local partner, the Walker team is committed to engaging you to help ensure a complete understanding of your needs and concerns. We are dedicated to paying thoughtful attention to the factors that separate good design from poor design. We will endeavor to meet if not exceed your project goals by providing our services on time and within budget. Our thoughtful attention to the tangible and intangible factors that truly make a difference in parking planning and design will help visitors and residents encounter a positive experience at SRQ.



Specific Duties of Key Team Members

The Walker team includes the following professionals with the unparalleled experience and an in depth understanding of SRQ.

- Walker Consultants, Inc., the nation's parking industry leader, will serve as your lead consultant, parking planner, functional garage designer, and structural engineer.
- AECOM, the largest architectural and engineering firm the world, will provide airport planning, civil engineering, and landscape architecture. The firm also was the author of the 2021 SMAA Master Plan.
- Sweet Sparkman Architecture and Interiors, a Sarasota-based architecture firm and a long-time partner of SRQ, will serve as the design architect.
- TLC Engineering Solutions, Inc., a recognized leader in our industry, will serve as the mechanical, electrical, plumbing, and fire protection engineer.
- **EG Solutions**, a professional aviation and water management firm, will serve as stormwater planning consultant.

Brief Firm Profile

Walker provides planning, design, engineering, forensics, restoration and consulting for the built environment. Our experts have been advancing industry standards since we began in 1965. We are a 100% employee-owned company that takes pride in the value we provide our clients through integrity, honesty, and excellence.

Walker possesses a strong foundation as an industry leader in all aspects of parking consulting that encompass planning, operations, technology, and mobility solutions. We offer our clients a wide spectrum of specialists and renowned experts from within the transportation industry who can bring effective and practical solutions to complex challenges.

Established in 1965 as a structural engineering firm, Walker rapidly developed into a parking design and consulting firm, and by the 1980s was the leading parking consulting firm in the United States. Walker's creative team of design professionals, coupled with more than 55 years of experience develops functional plans that address specific requirements, will result in a facility that will function well today and decades into the future.

Additionally, we are among the largest providers of restoration and building envelope services in the industry. The combination of our structural engineering and architectural design excellence, building science experts, and vast geographic presence make Walker the first choice for these specialized services throughout the country.

Main Point of Contact

Tom Szubka, CAPP, CPP will be your main point of contact for the Parking Master Plan. Should the project move into design, Tom will facilitate a transition of the project management responsibilities associated with the design development to Matt Conley, PE, SE. Their contact information is included below.

The Walker team looks forward to working with SMAA on this project. Thank you for your consideration of our qualifications.

Sincerely,

WALKER CONSULTANTS

Brian K. Preston, PE Managing Principal

bpreston@walkerconsultants.com

813.440.4883

Thomas Szubka, CAPP, CPP

Senior Consultant

tszubka@walker consultants.com

913.494.7628

Matthew L. Conley, PE, SE

Director of Design

mconley@walkerconsultants.com

NAThur 2 Colon

813.513.6422

Walker acknowledges receipt of Addendum #1 issued December 14, 2022.



A. Experience With Similar Airport Projects Asheville Regional Airport

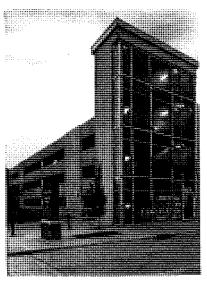


Key Team Members Phil Baron — Planning Consultant

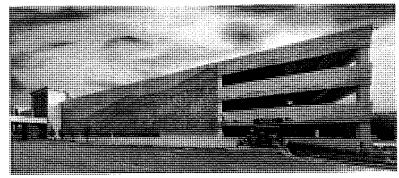
Project Lead **Delta Airport Consultants**

Owner Reference Greater Asheville Regional Airport Authority Michael Reisman mreisman@flyavl.com 828,654,3253





Asheville, NC



Key Features

- A Master Plan Study conducted in 2013 projected a parking deficit of 600-spaces with anticipated growth of enplanements.
- The master plan identified three possible sites for the new parking garage.
- The feasibility study enabled Airport management to understand the costs and logistics of building their first parking garage.
- The financial pro forma was used by the airport to justify bonds for construction of the new parking deck.
- Walker was engaged to provide full parking design services for a new 1,300-space, 5-level passenger parking garage
- The new parking garage consists of a precast structural system with rammed-aggregate pler foundations
- The facade features a perforated metal screen depicting the surrounding Blue Ridge Mountains.

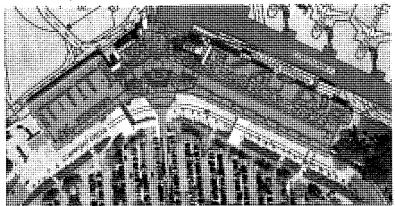
Solutions Provided

- Walker provided site location analysis, functional and circulation planning and a financial feasibility study for a new passenger parking
- Walker's design services included parking planning, financial feasibility, functional design, access and revenue control consulting, structural engineering, and M/E/P engineering.
- Walker planned and led a workshop with key stakeholders to facilitate a decision on the site location and size of the parking
- Walker developed a financial pro forma with multiple case studies. Each scenario was based on enplanement assumptions and related parking demand.
- The decisions reached at the workshop enabled Walker to complete the planning and financial feasibility study, which was the basis used to obtain Airport Authority approval of the garage.



Sarasota Bradenton International Airport Master Plan Update

Sarasota, FL



Key Team Members Howard Klein — Project Manager Edgar Figueroa, PE — Airport Engineer Brian Preston — Managing Principal Tom Szubka — Project Planner

Project Lead AECOM Technical Services, Inc.

Owner Reference Sarasota Manatee Airport Authority Kent Bontrager kent.bontrager@srq-airport.com 941.359.2770, x4271

Key Features

- This Master Plan Update provides a comprehensive, flexible, and financially viable plan that enables the Authority to meet anticipated demand for air transportation through 2039.
- Includes solutions for attainment of FAA Design Standards on all airfield elements and a Terminal Expansion Concept for accommodating projected growth of air service.
- Provides options for development of a General Aviation Federal Inspection Services facility.
- Identifies quadrants for future aviation and nonaviated related development for revenue growth.
- The proposed Ground Transportation Center features a staging area with stalls for ride services drivers to queue for passengers and a sheltered passenger waiting area outside baggage claim.

Solutions Provided

- AECOM led the Master Plan Update that includes a new six-gate Concourse B was proposed to accommodate increased demand by existing and new entrant airlines..
- **AECOM** developed a concept for future development of the North Quad area was developed to accommodate future hangar demand.
- Walker developed and evaluated an alternative layout of the staging and loading areas for commercial vehicles, beginning by reviewing the existing terminal curbside operation.
- Walker developed a model to estimate the average number of commercial vehicle trips and peak demand. The model was used to develop three conceptual design alternatives to accommodate staging and loading transportation network companies, ground transportation providers, and transit operations.
- Walker also modeled various vehicle maneuvers and the ease of ingress and egress to the staging areas and loading areas.



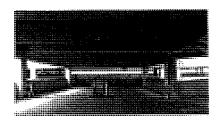
Key Team Members Matt Conley — Project Engineer Brian Preston — Project Director Santiago Beron — Technology

Project Manager

Project Lead Design-Build — HKS/Turner Construction Company/Kiewit Infrastructure South Co./ SchenkelShultz/Hensel Phelps/ Walker/TLC Engineering Solutions

Owner Reference Greater Orlando Aviation Authority Mark Birkebak 407.825.4058 mbirkebak@goaa.org

Awards ITF: ENR Southeast, Best Projects, Award of Merit Airport/Transit, 2018





Orlando International Airport STC Parking Structure and APM/ITF/PDL



Key Features

- The South Terminal Complex (STC) project encompasses approximately 300 acres and includes new aircraft taxiways and aprons, a 2.7 million square foot terminal building with 16-24 gates, a 200,000 square foot Automated People Mover/Intermodal Terminal Facility/Passenger Drop-Off Lobby (APM/ITF/PDL) station and a parking structure.
- The cast-in-place post-tensioned concrete parking structure includes approximately 1,690 spaces with two levels of rental car ready/return areas and a double-threaded "squeelix" on the exterior of east face of the garage allowing all vehicles to park on flat floor plates.
- The APM/ITF/PDL station is equipped with cutting-edge technology, including robust wifi access throughout the facility and an emergency communications system.

Solutions Provided

- Walker was the Structural Engineer of Record for the parking structure and provided parking planning, structural engineering, and functional design.
- TLC provided electrical and technology systems designs for the complex, including extensive primary and telecommunications site infrastructure that ties the north terminal to the STC.
- TLC implemented load reduction strategies to achieve LEED certification, including daylight harvesting, extensive sky light use, occupancy sensors in the garage and LED fixtures for all areas.

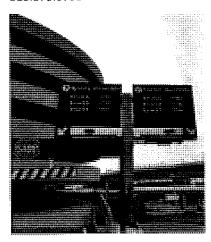




Key Team Members
Matt Conley — Project Engineer
Brian Preston — Project Director,
Lead PARCS Consultant

Project Lead
Design-Build — Manhattan
Construction Company/Walker/TLC

Owner Reference Tampa International Airport Max Marble mmarble@tampaairport.com 813.870.8703





Sarasota Manatee Airport Authority Professional Planning and Consulting Services to Prepare a Master Parking Plan RFQ-01-2022-MPP

Tampa International Airport Parking System

Tampa, FL

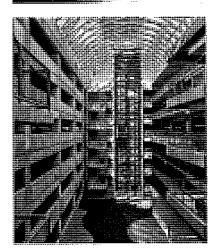
Key Features

- Walker led the design team through the analysis, design, procurement and implementation of the complete replacement of the existing Parking Access and Revenue Control System (PARCS), including parking reservations and a ground transportation system to track commercial vehicles, courtesy vehicles and TNCs operating on the Airport.
- · LPR for fraud prevention.
- The automated parking guidance system (level count) and dynamic message boards direct drivers to open spaces in the garages.
- The system is integrated with electronic tolling allowing drives to pay using the Statewide SUNPASS toll transponders.
- The ground transportation system included working with TNCs to provide tracking and billing of TNCs entering and exiting the Airport using a geofence.
- Reservation System to allow parkers to prepay for parking at select facilities.

Solutions Provided

- Walker began the project by conducting several workshops with the Airport to review available and state of the art technologies available to develop the requirements for the PARCS and APGS.
- Walker prepared design documents for the systems along with
 the reconfiguration of all entry and plazas to widen the lanes while
 providing the appropriate design for the lane configuration, electrical
 and communications infrastructure for the new technology such as
 LPR, dynamic signage, and integration of electronic tolls for payment.
- Walker performed Parking operational analysis, PARCS and APGS Design, RFP Administration, Construction Administration, and Acceptance Testing. Provided PARCS and APGS technology recommendations.
- Walker's design includes reconfiguration of the short term and long term common exit plaza as well as design of the electrical and communication infrastructure to support the new systems. The electrical and communications infrastructure was upgraded to support the power and data needs of the new systems. Walker's services also include design meeting attendance, construction progress meeting attendance, memorandums and reports development, and site visits and observations.





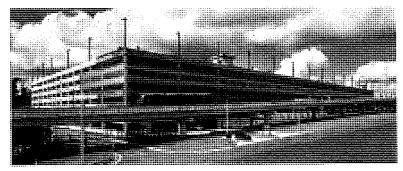
Key Team Members Matt Conley — Project Engineer Brian Preston — Project Director

Project Lead
Joint Venture — HKS Architects/
Walker Consultants/Fitzgerald
Collaborative Group/ Thornton
Tomasetti

Owner Reference City of Atlanta, Georgia Frank Rucker, PE frank.rucker@atlanta-airport.com 404.382.1286

Hartsfield-Jackson Atlanta International Airport West Parking Structure

Atlanta, GA



Key Features

- The seven-level, cast-in-place, post-tensioned concrete structure contains 5,772 spaces.
- Modeled entering and exiting traffic and developed a multilane, cascading express ramp allows for all parking spaces to be on flat floor plates to maintain a high level of service for users.
- A higher than typical floor-to-floor height on the ground level accommodates the airport shuttles and ADA accessible vans.
- Interior signage directs travelers to an elevated walkway with easy access between the deck and the SkyTrain Gateway Station.
- A parking access and revenue control system (PARCS) processes users swiftly upon entering and exiting with the options to use online reservations, mobile applications, and Peach Pass (the local toll collection system) to process payment.
- Wayfinding signage guides drivers to the West Parking Deck away from the busy terminal arrival and departure roadways. Internally, signage guides users to the automated people mover with terminal access.
- An automatic camera-based parking guidance system (APGS) directs incoming drivers to empty parking spaces while returning travelers can access the "Find My Car" functionality of the guidance system through pay-on-foot stations to locate where their vehicle is parked by entering their license plate number or ticket.
- An employee only parking nest is located at the roof level.

Solutions Provided

- Walker provided parking planning and functional design of the garage, including a ramping system, PARCS, signage, and structural engineering.
- Walker evaluated whether to construct a cast-in-place or precast deck design based on initial cost, life-cycle cost, construction schedule and other key factors.





Key Team Members Todd Sweet — Principal-in-Charge/ Architect of Record

Project Lead Sweet Sparkman

Owner Reference Sarasota Manatee Airport Authority Kent Bontrager, PE kent.bontrager@srq-airport.com 941.359.2770 ext. 4271

Sarasota Bradenton International Airport (SRQ) Boardroom, Police Department, Valet Renovation Sarasota, FL



Key Features

- Various upgrades and renovations to the Boardroom, Police Department, and Badging office.
- This project included renovating the former TSA area to become the new boardroom.
- The police department expanded into the existing break room.
- The Badging office was renovated to include a new training room.
- The Valet was relocated to the southeast corner of the airport during construction.

Solutions Provided

 Sweet Sparkman provided professional architectural services for planning, design, and construction administration for various upgrades and renovations throughout several project phases.







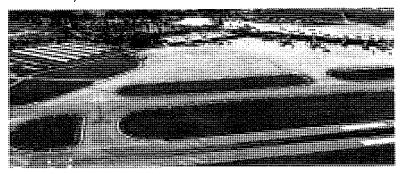
Key Team Members Scott Brady — Project Manager

Project Lead **EG Solutions**

Owner Reference Sarasota Manatee Airport Authority, Kent D. Bontrager, AAE, PE kent.bontrager@flysrq.com 941.359.2770 Ext. 4271

Sarasota Bradenton International Airport Stormwater Management System Improvements- Planning, Design, Permitting, and Construction

Sarasota, FL



Key Features

- Eliminated three ponds.
- Constructed gabion wall crenellations in the remaining ponds to improve water quality as demonstrated in the FDOT Statewide Airport Stormwater Study.
- Used state-of-the-art modeling techniques and the data from the FDOT Statewide Stormwater Study to meet the dual objectives of "Clean Water-Safe Airports".
- Improved water quality discharged from the site in the existing and planned future condition by at least 50% from presumptive designs.
- Reduced flows to flood sensitive areas by 50% in the fully developed condition compared to existing, baseline flows.

Solutions Provided

- EG Solutions reduced/modified ponds that were attractants for hazardous wildlife thereby improving safety while allowing approximately 111 acres of aviation business development consisting of aprons, taxilanes, hangars and offices, access roads and parking, thus increasing airport revenue. This is about 55 acres greater than would otherwise be available using presumptive design criteria.
- EG Solutions provided RPR services including construction progress meetings, site visits, submittal and RFI reviews, evaluation of contractor pay requests, preparation of change orders, coordination of a QA testing program, preparation of conformed documents, and project closeout.



B. Team Organization

SARASOTA MANATEE AIRPORT AUTHORITY

Walker Consultants

Brian Preston, PE

Principal-in-Charge

Tom Szubka, CAPP, CPP

Planning Project Manager

Philip Baron
Airport Planning Consultant

Matthew Conley, PE, SE Design Project Manager

Daniel Garcia

Airport Planning Consultant

AECOM

Howard Klein Airport Planner

Steve Henriquez, PE

Client Liaison

Edgar Figueroa, PE Civil Task Lead

Kelli Piercy, PE

Civil Task Lead

David Crawley, RLA, ISA, CLARB

Landscape Architecture Task Lead

James Gilman, RLA, ISA, AICP, FCHP Landscape Architecture Task Lead

EG Solutions

Scott Brady, PE

Stormwater Engineering Lead

Sweet Sparkman

Todd Sweet, AIA, LEED AP Architect of Record

Jenna Albers, AIA, NCARB Architectural Project Manager

TLC Engineering Solutions

Dominic Cacolici, PE

Mechanical Engineer of Record

Tyler Braxmeier, PE

Electrical Engineer of Record

Reynaldo Miller, EI, CPD

Fire Protection/Plumbing Designer

Santiago Beron, RCDD, CTS-D Technology Consultant

Availability and Physical Location of Staff

Team Member	Availability	Location	Team Member	Availability	Location
Brian Preston	15%	Tampa, FL	David Crawley	35%	Tampa, FL
Tom Szubka	55%	Tampa, FL	James Gilman	40%	Tampa, FL
Matthew Conley	60%	Tampa, FL	Todd Sweet	25%	Sarasota, FL
Philip Baron	15%	Ann Arbor, MI	Jenna Albers	40%	Sarasota, FL
Daniel Garcia	40%	Los Angeles, CA	Scott Brady	12%	Lakewood Ranch, FL
Howard Klein	50%	Tampa, Fl.	Dominic Cacolici	15%	Tampa, FL
Steve Henriquez	25%	Tampa, FL	Tyler Braxmeier	25%	Tampa, FL
Edgar Figueroa	40%	Tampa, Fl.	Rey Miller	25%	Tampa, FL
Kelli Piercy	35%	Tampa, FL	Santiago Beron	25%	Tampa, FL



C. Approach

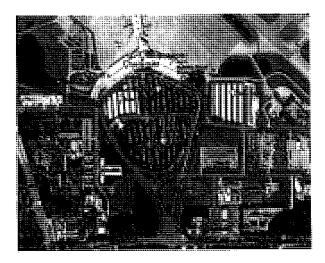
Understanding of the Project Objective

SMAA is seeking a consultant to conduct a parking analysis, evaluating current adequacy, and forecasted growth to determine the short- and long-term needs for all types of airport parking, including valet and employee parking. The Master Parking Plan should identify the type of vertical and/or surface parking needs, along with the location of the facility, parking stalls needed, ADA spaces required, budget estimates, passenger access to the facility, security and revenue control, and circulation of passenger traffic. The analysis will also evaluate current ongoing projects and develop a schedule to design and build the new facility determined in the parking analysis while maintaining an acceptable level of parking stalls to meet ongoing demand

Key Issues

SRQ experienced its busiest year in 2021, and the 2022 year-to-date enplanement data indicates continued year-over-year growth. In response to historical and projected performance, plans are underway for a new ground transportation facility; improved and expanded concessions, and a new ground-level terminal that will provide five more gates for aircraft arrivals and departures. Walker understands the importance of making sure that parking and access improvements consider the current and anticipated passenger demographics, employee convenience, pedestrian paths of travel, shuttle routes and amenities, and coordination with airport improvement projects (both current and planned) to mitigate disruption to the airport operation.

Demand for parking corresponds with the rise in originating enplanements and the current parking system operates under significant strain during seasonal peaks. In response, plans are underway to add two park and ride lots with a combined total of over 1,000 parking spaces. The new supply will increase the on-site parking capacity to over 3,200 parking spaces and help alleviate pressure on the parking system and improve passenger access. Walker understands the new park and ride lots are part of the larger on-site ecosystem of parking and mobility services and will



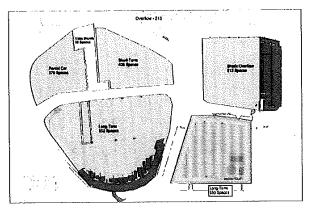
aide in the transitional periods when infrastructure improvements occur. The Parking Master Plan will combine best practices of the existing system with strategic improvements that enhance the passenger access and experience. Walker approaches parking and access planning for SRQ with an understanding that the passenger experience is paramount.

Project Planning

Just as an airport has a landside and airside, an airport master plan has a planning side and design side. To best serve SMAA the Walker team is uniquely structured with two project managers—Tom Szubka, CAPP, CPP as the Planning Project Manager, and Matt Conley, PE, SE as the Design Project Manager. Because the Master Parking Plan will guide the development of any future parking facilities and support systems, it is vital that any planning consulting be done with design input and vice versa. With this consideration, Tom will lead all facets of the Parking Master Plan until the project moves into the design and construction phases, at which point Tom will facilitate a transition of project management responsibilities to Matt. Tom and Matt will collaborate closely with each other throughout both the planning and design phases to help ensure that SMAA, your employees, and visitors receive the best solutions.

Tom, as the planning project manager will be responsible for assuring that services provided by the Walker team meet the requirements of your contract. This will be accomplished through close collaboration during the various phases of the project to assure proper coordination between the specialists.





The specialists' ability to respond to project needs, capability to supply information in a timely manner, and responsiveness to project schedule will all be evaluated by the Project Manager. Corrective measures will be taken if necessary, assuring that all phases of the project are within budget and on schedule.

All work generated by the specialist will be reviewed by Walker's project manager for reasonable completeness, accuracy, and conformance to the project requirements and intent prior to submission to SMAA during the various tasks. Acceptable work will be submitted to SMAA for review.

Project Phasing

Maintaining day-to-day operations of a facility while it undergoes redesign, renovations, or construction can be challenging, but with the proper planning and careful execution, the improved or expanded spaces can be brought online with minimal disruption

to your operations. With active and intentional curb management, SMAA can make access more equitable between different modes of travel, improve level of service for all modes of travel, collect data on transportation behaviors, and improve curb management. The Walker team will assist the SMAA to create curb management plans, policies, and design to bring order, enhance safety, provide more mobility options and greater access. Most importantly, this project planning and phasing will keep your current operations going with minimal loss of service and will help in creating improved standards for SMAA operations going forward.

PHASE 01

DISCOVERY

The Walker Team will work with SMAA to understand current conditions and develop outcome-specific goals

- Meet with SMAA staff to establish the goals and needs of the airport.
- Identify ongoing and future SMAA projects that will need to be considered in the Master Parking Plan as well during the construction phase.
- Meet with the SRQ parking management firm (Reef Parking) to understand operations.
- Meet with key stakeholders to become familiar with how the Master Parking Plan will affect their interests.
- Conduct utilization observations and validate parking inventory, customer use for both parking and curbside, and shuttle operations.

Proposed Workplan

PHASE 01 DISCOVERY Operations Review Inventory Occupancy Demand

Stakeholder

Meetings

Technical

Technical
Memorandum
Review Results
Project Team
Meeting
Issue Identification
Refine and Finalize
Projections

PHASE 02

ANALYSIS

Identify Alternatives Parking Concepts Shuttle Analysis Transition Plan and Costs Recommendations

REVIEW

Technical
Memorandum
Review
Alternatives
Review Project
Schedules
Review project
Costs
Implementation
Strategy

PHASE 03

PLANNING Parking Master Plan Recommendations Project Schedules Project Cost Estimates Implementation Plan



PHASE 02

ANALYSIS

Evaluating data garnered in the discovery phase, the Walker team will forecast future conditions and develop solutions and alternatives to address the gap between current conditions and future goals.

- Revisit enplanement forecasts, and determine how these forecasts will impact future parking demand for public, rental cars and employee needs.
- Devote special attention to the issue of seasonal peaking with a recognition of the fact that summer peaking has increased in recent years.
- Conduct a parking analysis that considers management of existing parking supply, future parking supply and serviced related to parking management that may include: valet parking; shuttle services; TNC, taxi, and other mobility services.
- Work with SMAA to determine the appropriate increase in parking space inventory, that when complimented with parking, curb, and mobility management, will achieve the desired level of service.
- Develop potential locations (alternatives) of new facilities.

PHASE 03

PLANNING

Once solutions and outcomes have consensus, the Walker team will work with SMAA to develop plans to implement.

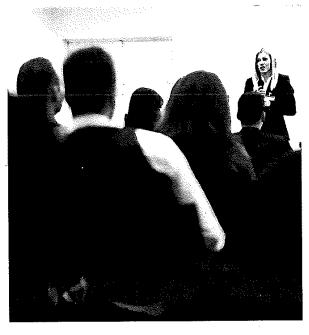
- Review ongoing projects and develop an overall timeline for the project design, implementation, and construction.
- Evaluate the number of shuttles, size, frequencies, and most efficient routes.
- Coordinate any new facilities with the future growth of the terminal. This would include not only currently planned development as contained in the existing Airport Master Plan, but would also consider the fact that future ticketing and baggage claim requirements may exceed the capacity of existing facilities and therefore necessitate their expansion or the construction of new facilities.
- Consider the impacts of potential horizontal or vertical terminal expansion on the placement of a future curbside and the location of a central parking garage.

- Consider the need for passenger movements from the terminal to a garage and its impacts to curbside capacity. This may include options for vertical separations of passenger crossings.
- Evaluate technology available for parking and transportation management, security, and revenue control.
- Prepare recommendations and submit Parking Master Plan.

Stakeholder Coordination

Walker has established an effective communication system to ensure needed information is transmitted, received, logged, and acted upon in a timely manner.

Upon Notice to Proceed, Tom Szubka and Matt Conley will meet with SMAA staff and stakeholders to confirm goals and objectives to provide our team with a thorough understanding of your needs and expectations. Our team will base recommendations on a thorough understanding of what stakeholders envision for SRQ. What do people value? How can their values be expressed in the built environment? From an organizational standpoint, stakeholders must feel that their fingerprints can be found in the resulting plan. From an administrative standpoint, the plan needs to have sufficient buy-in so leaders feel confident that the conclusions from the stakeholder process gain the support required for implementation.



WALKER CONSULTANTS | 13

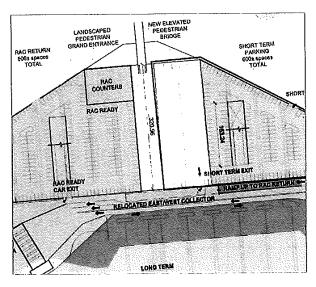


Timeline for Deliverables

We have developed our schedule (page 16) based on previous experience preparing airport parking master plans. We are committed to delivering this work on SMAA's timeline; we are happy to adjust our schedule as needed to fit SMAA objectives.

- Core Project Management Team Though not shown in the schedule, we assume a reoccurring meetings with the core project management team to discuss project progress.
- Review Process The schedule and workplan assumes a robust collective review and quality assurance process; each task deliverable and final deliverables will be reviewed through the core project management team, Staff Working Group, and Leadership Team, including office hours for review time.
- Leadership Engagement Though not shown in the schedule, we assume two sets of SMAA Board work sessions; one during the discovery and demand analysis (Phases 1 and 2), and one during drafting and finalization of the draft Parking Master Plan Phase 3).

Our proposed project schedule shown on page 16 includes the three project development phases summarized above. The core project management team and SMAA Leadership Team will determine the actual timeline and milestones during the project scope of work, budget, and contract discussions.



Management During Design and Construction

One of the most challenging transitions faced by every parking improvement project is the transition from the planning to the design phase. During the planning process, integration of the goals outlined by various stakeholders is easier to accomplish because the project has not been fully vetted. However, as the project becomes better defined, stakeholders see the project take shape, often in ways that differ from their original vision of the project.

Although some difference in vision is inevitable, there are ways to combat the process. In Walker's experience, there are three main techniques to achieve this goal:

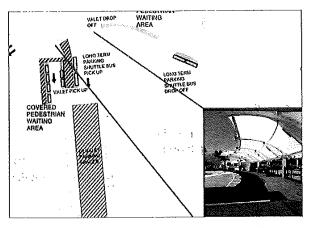
- Set the Vision Setting the vision involves clearly outlining, and fully vetting, to the greatest extent possible, the vision for the proposed parking project.
- Seamless Transition Simply put, the most seamless and cohesive transitions from planning to design can be achieved by selecting a single team to perform the planning and the design.
- Regimented Schedule Regimented schedules not only define the phase and the timeline, but they also outline when particular project constraints will be imposed.

By applying these techniques, a smooth transition from planning to design will result in a final product that best represents all of the stakeholder's desires. In addition, as the premier parking consultant in the country, Walker's experience with planning and design of parking structures at airports allows us to easily pivot from the planning phase into the design and scheduling of any parking improvement project.

Since project schedule is critical to project success, it helps to break the design schedule for any large parking improvement project into the following phases:

- Concept Design/Preprogramming
- Schematic Design
- · Design Development
- Construction Documents
- Bidding
- Construction Administration
- Project Closeout





During concept design, Walker's team will take the work from the planning process and begin to expand upon, and verify, the assumptions made during the planning. This is achieved through regular owner meetings, workshops with the various stakeholders, meetings with the authorities having jurisdiction, and design charrettes. Walker also achieves this by ensuring our design professionals are integrated into the planning process well in advance of the concept design. Through meetings and team consistency, the design team can cement the vision for the project.

As schematic design begins, the team will build on the vision set during the concept design through development of more refined layouts. Throughout the phase, many of the project constraints will be finalized setting the process for the remainder of the project. Civil, environmental, and stormwater permitting will also begin to ensure the permitting for the project progresses promptly.

As the project transitions into the design development and construction documents phases, permitting for civil will conclude and the design team will prepare for a final document deliverable to the SMAA. Prior to this phase, the team will make any last-minute tweaks to ensure any lingering undefined elements have been completed.

During bidding Walker will assist the SMAA by performing the following tasks:

- · Develop recommended bidder list.
- Coordinate prebid meetings.
- Respond to prebid RFIs.
- Issue addenda and clarifications as needed.
- Work with permitting agencies to ensure procurement of a building permit.

Once a contractor is selected the design team will provide quality assurance through regular owner meetings, and by performing site visits on an ongoing basis. The design team will also incorporate any last-minute items requested by the SMAA into the design during construction, to the greatest extent possible.

As noted, the phases and timeline can change based on the procurement method. If a construction manager is used, it may be possible to issue certain portions of the project early such as foundations or precast packages to allow for concurrent design and construction, which can reduce the project schedule. The schedule and phase descriptions we provided reflects a traditional design-bid-build procurement method.

Project Closeout

A detailed close-out procedure is critical to the success of any parking improvement project, and the success of future parking improvement projects. More than just record documents, understanding the relationship between current projects and future projects will guide the close-out procedure.

Although not the entire process, a large part of any close-out is development of record documents. This includes receiving contractor redlines and producing final as-built documents that includes all changes made during design. It also includes documenting selected construction materials to help with future maintenance and warranty claims.

With all of Walker projects, we specify joint and several warranties for concrete joint sealants, traffic coatings, and expansion joints. This streamlines the process of repairing warrantied items and helps keep the structure intact and durable longer. Therefore, assurance of properly documented and executed warranties will be crucial portion of the close-out process.

The last, and often most forgotten, step of the close-out process is reevaluation of the project as it relates to the in-place master plan. As previously noted, they may be aspects to the project vision developed during the planning process that could not be integrated into the final product. To help ensure these elements are incorporated into future projects, it is necessary to reevaluation the project after it is completed. Methods for achieving this include a project close out interview or and updating the master plan should SMAA choose to have the design team perform an update.

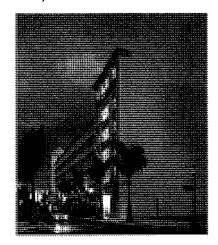
Proposed Project Schedule

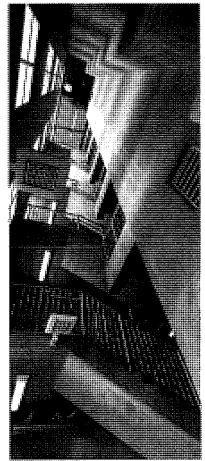
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		FEB	MAR	APR	MAY	ונ מטנ	JL A	UG	SEP	oc _T	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
N	otice to Proceed																	
	Phase 1 Discovery																	
Planning	Phase 2 Analysis Phase 3 Planning			- Jan 1900														
	Phase 3 Planning																	
Design	Present Master Plan to SRQ Board				* *			•										
	Design Firm Selection and Negotiations																	
	Concept Design Phase																	
	Schematic Design Phase							12										
	Preliminary Permitting Agencies Meeting Design Development Phase	S																
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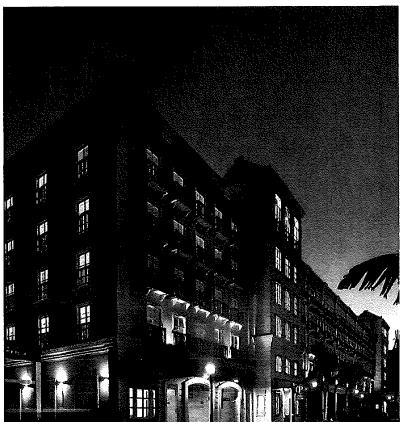


D. Phone Interview

Should the Authority elect to conduct phone interviews, the Walker team representatives will be Tom Szubka, CAPP, CPP and Howard Klein.







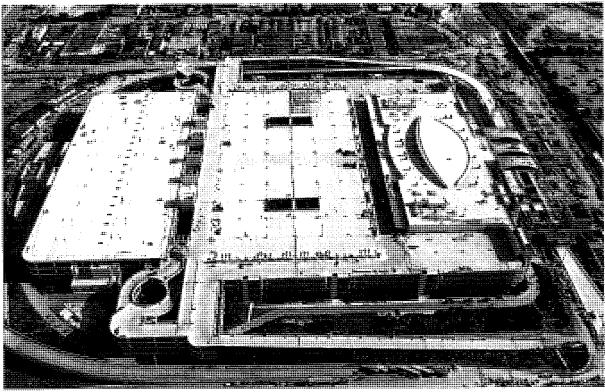


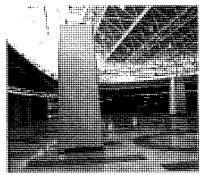
State Street Parking Garage, Sarasota, FL



E. Demonstrated Ability to Meet the DBE/WBE/MBE Goal

Walker Consultants is not a Disadvantaged, Woman, or Minority Business Enterprise (DBE/WBE/MBE). However, our proposed team includes EG Solutions. EG Solutions is a Disadvantaged Business Enterprise certified by the Florida Department of Transportation. It is the policy of Walker Consultants that DBE/WBE/MBEs shall have the maximum opportunity to participate in the performance of contracting opportunities. All consultants providing professional services for Walker Consultants shall take all reasonable steps to ensure that DBE/WBE/MBE shave the maximum opportunity to compete for and perform contract work without discrimination based on race, color, national origin, disability, or sex. Walker is confident that we will achieve SMAA's DBE/WBE/MBE participation goal established for this project.









Miami Intermodal Center, Miami, FL



F. Local Permitting

The Sarasota Bradenton International Airport is in three jurisdictions. Our team has extensive experience permitting with all three jurisdictions: Manatee County, Sarasota County and the City of Sarasota. As a result, we understand the sensibilities of each jurisdiction and maintain close relationships with the plans examiners and reviewers for a comprehensive and expeditious permitting process. During the Pre-Submittal Conference, Kent Bontrager spoke briefly about the different areas the Airport had already identified as possible locations for a parking garage. During his explanation of the project, Mr. Bontrager indicated that due to the location of the parking garage it would most likely be permitted through either Sarasota County or the City of Sarasota.

Sarasota County

The members comprising the design team consist of local firms and firms in the Tampa Bay area, with Sarasota County permitting experience. Our design architect, Sweet Sparkman, has maintained a Sarasota office since 2004 and have become a preferred vendor of Sarasota County. The firm has permitted seven fire stations and three major projects in the County. In addition, all of the projects Sweet Sparkman was involved with at SRQ were permitted through Sarasota County.

City of Sarasota

One of the larger projects members of our design team has permitted is the Courthouse Centre located on the corner of Main Street and Washington Boulevard .The Courthouse Centre is a 10-story, mixeduse complex providing functional facilities, retail, corporate and residential tenants. Its office levels boast a 30,000-square-foot floor plate—the largest in downtown Sarasota. It includes a five-story, 421-car parking garage providing spaces for Courthouse Centre tenants and the neighboring historic Crisp Building.

Within the City of Sarasota, Walker has worked on multiple projects through the permitting process for several parking structure repair projects and the design of the State Street Parking Garage, a design/build project. Starting as a vision outlined in Sarasota's Master Plan, Walker helped to make the garage a reality. Elements integrated into the footprint in coordination with City and it's permitting agencies included stormwater detention integral to the footprint and future photovoltaic panels.

Local Building Code

To stay up to date in code review and compliance, Walker internally reviews code updates to each new edition of the Florida Building Code and maintains copies of the following codes:

- 2020 Florida Building Code
- · 2020 Florida Accessibility Code for Building
- 2020 Florida Building Code- Plumbing
- 2020 Florida Building Code- Mechanical
- 2020 Florida Building Code- Electrical, Chapter 27, NFPA 70 (N.E.C)
- 2020 Florida Building Code- Energy Conservation
- 2020 Florida Building Code- Fuel Gas
- 2020 Florida Fire Prevention Code, 7th Edition
- 2021 Fire Alarm NFPA 72
- 2021 Fire Sprinkler NFPA 13
- 2019 Sarasota County Zoning Code

Our Construction Documents reference up-to-date accessibility guidelines inclusive of initial design as well as alternates. Our documents are clear regarding the required Florida Approved Products. We incorporate citations in our project specifications referencing stringent national materials testing and performance (ASTM, UL, ASCE, Energy Star, etc.).

The design team is aware of and remains up to date on product advisories and warnings issued through online portals. Our team members regularly attend firmbased continuing education credit sessions presented by leading local industry product representatives. In addition, our team members maintain links to the most innovative and successful product manufacturers and their related specifications/technical details.



G. Other Factors

Key Members' Familiarity With Each Other On Past Projects

The success of your project will depend upon a wide variety of factors. One important factor is the people who will work on the project. The team members assembled for your project have a history of working together on a variety of projects. Our project team members and subconsultants—AECOM, Sweet Sparkman, TLC, and EG Solutions—are familiar with this type of project and our prior working relationships and knowledge of SRQ from past projects will enable our team to hit the ground running on your project. The following details previous team collaborations for airports and aviation authorities:

- Sarasota Bradenton International Airport Master Plan Update — Walker, AECOM
- Punta Gorda Airport Various Terminal Projects AECOM, TLC
- Tampa International Airport Economy Parking Garage — AECOM, TLC
- Tampa International Airport Shared Tenant Services and Common-Use Passenger Processing Systems — AECOM, TLC
- Orlando International Airport STC Parking Structure and APM/ITF/PDL — Walker, TLC
- Metropolitan Nashville Airport Authority Long-Term Parking Garage — Walker, AECOM
- Tampa International Airport PARCS Replacement Walker, TLC
- Seattle-Tacoma Airport North Satellite Renovation
 — AECOM, TLC
- Punta Gorda Airport Expansion TLC, EG Solutions
- Sarasota Bradenton International Curbside Improvements — Walker, Sweet Sparkman

Location to the Airport

Walker's local office and our subconsultants are located within an hour of the Airport. This enables us to respond quickly to your needs and be available on short notice for on-site meetings. In addition, all of our team members have been working in and around SRQ and the City of Sarasota for many years.

Past Performance

Walker has a long history of successfully completing projects within schedule and budget, and without major legal or technical problems. Over the past five years, members of this project team have completed hundreds of projects. During this period, Walker has had no significant claims or problems on any of these projects.

We are fortunate to have formed excellent partnerships with many of our clients. We encourage you to contact our client references listed in Section A. Experience With Similar Airport Projects as see what they have to say about our past performance.

Available Resources

We have carefully selected a team of seasoned professionals who offer the high level of responsiveness you need for the duration of this contract, exceptional local understanding and support, and extensive experience in the disciplines required. The depth of our staff in the required areas of expertise as well as our familiarity with the needs of the Authority enables us to maximize our coordination efforts while integrating resources, adhering to project schedules, and providing effective budget management. With these processes in place, we can meet the technical and staffing needs anticipated for this contract.

Project managers Tom Szubka, CAPP, CPP and Matt Conley, PE, SE will coordinate our team to make sure we meet your schedule. Tom and Matt are supported by our proposed team members included in the project organization chart on page 14 and backed by more than 300 parking professionals across the country.

Walker has a superior track record of achieving results, and we are committed to do the same for you on this project. Every member of our team is dedicated to exceeding your expectations on each project assignment. Additionally, you have the assurance of knowing that our project managers are committed to efficiently allocating staff and resources as necessary and whenever required. Our team's dedication to technical excellence means that the SMAA will receive the highest level of service.



Appendix

Proof of Insurance.				 •		,		 		•		,		•	•		2	3
Resumes	, ,	,						 	 			,				 	2	5



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05/23/2022

Sarasota Manatee Airport Authority



Professional Planning and Consulting Services to Prepare a Master Parking Plan RFQ-01-2022-MPP



Education Bachelor of Science, Civil Engineering, **Drexel University**

Certifications/Registrations Professional Engineer; FL #75127 Structural Engineer; MA #41849

Affiliations

American Institute of Steel Construction Florida Parking and Transportation Association

International Parking and Mobility Institute

Urban Land Institute

Technical Expertise **Functional Design** Parking Consulting Structural Engineering Concrete Structures Condition Assessments Parking Restoration Waterproofing Fallure/Damage Investigations Technology-Based Solutions Access and Revenue Control Community Redevelopment

Brian Preston, PE

Managing Principal

Walker Consultants

Brian has more than 25 years of experience leading a variety of parking programming, planning, design, and construction projects. He has extensive experience overseeing design development and restoration projects, handling all project aspects from planning and scheduling through the preparation of construction documents and construction administration.

As one of Walker's technology leaders, Brian has provided design, consulting, and program management for multiple of parking equipment systems including access and revenue control, car park management systems, and automated vehicle identification using a license plate recognition and radio frequency identification. His entrepreneurial project management approach influences his projects' performance far beyond the simple application of tools and techniques to achieve extraordinary results.

Representative Projects

Orlando International Airport STC Parking Structure and APM/ITF/PDL, **Orlando, FL** — Project Director. Cast-in-place post-tensioned concrete parking structure with 5,000 parking spaces. Walker provided structural engineering and parking/functional consulting.

Hartsfield-Jackson Atlanta International Airport West Parking **Structure, Atlanta, GA** — Project Director. Cast-in-place, post-tensioned concrete structure contains 5,772 spaces. Walker provided parking consulting and functional design for the demolition and replacement of the near-terminal parking structure.

Sarasota Bradenton International Airport Master Plan Update, Sarasota, FL — Managing Principal, Master Plan Update at a small-hub airport that is experiencing rapid growth from new service by lowcost carriers and expansion of air service by mainline carriers. Walker developed and evaluated an alternative layout of the staging and loading areas for commercial vehicles, beginning by reviewing the existing terminal curbside operation.

Tampa International Airport Main Terminal Curbside Expansion Extension of Staff Services, Tampa, FL — Project Director. Replacement and expansion of the curbsides, new approach and exit bridges, new elevated and at-grade lanes, a new Central Utility Plant, and new vertical circulation buildings. Walker is providing extension-of-staff services to support the Authority's Design Project Director and Construction Project Manager with the design-builder.



Brian Preston, PE (continued)

Tampa International Airport PARCS Replacement Tampa, FL — Project Manager. 55+ lanes of PARCS equipment serving economy, short-, and long-term garages. Walker led the design team through the analysis, design, procurement, installation and testing of new equipment using a design/build procurement approach.

Tampa International Airport Sky Center One, Tampa, FL — Project Manager, Extension-of-staff services to support the Authority's Design Project Director and Construction Project Manager with the developer, including negotiations, design phase, GMP development phase, and construction phase.

Hillsborough County Aviation Authority Continuing Structural **Consultant, Tampa, FL** — Project Manager. Continuing Structural Consultants at Tampa International, Peter O' Knight, Tampa Executive, and Plant City Airports.

Tampa International Airport Parking Logistics, Tampa, FL — Project Manager. Work consisted of maintaining the parking logistics schedule developed under a previous general consulting agreement with Reynolds, Smith, and Hills. Updated the schedule with respect to parking demand and supply as existing project requirements change and new requirements are added.

Tampa International Airport Long-Term Parking Garage CONRAC **Reclamation, Tampa, FL** — Project Manager. Under the Authority Master Plan, the car rental companies relocated to a new CONRAC facility. Walker reviewed the existing conditions and identified the scope of work and costs to return the lower two levels of the long-term parking garage to self-parking and demolish the Red Rental Car Garage, including the entire length of the Airside D shuttle guideway.

Ottawa International Airport Expansion, Ottawa, ON — Project Manager, Airport Structural Engineer. An expansion of an existing parking structure. Walker served as the functional designer and parking consultant and evaluated and designed an expansion of the existing payon-foot and PARCS.

Logan International Airport PARCS Consulting and Design, Boston, MA — Project Manager. An extensive PARCS analysis of a 15,000 space parking system, including five parking facilities. The project resulted in replacing 35+ lanes of equipment with LPR and pay-on-foot capabilities, and reservation and frequent parker programs. Walker provided program management support during the implementation of the new PARCS.





Education Bachelor of Arts, Finance, University of Illinois

Certifications/Registrations Certified Administrator of Public Parking

Certified Parking Professional

Accredited Parking Organization Site Reviewer Certification, International Parking and Mobility Institute

Certified FEMA Incident Command System 100, 200, and 700 level

Parksmart Advisor Certification Program an International Parking and Mobility Institute and Green Business Certification Inc.

Affiliations

Florida Parking and Transportation Association

International Parking and Mobility Institute

American Mensa – Lifetime Member Tampa Public Leadership Institute Leadership Tampa Alumni

Technical Expertise Parking and Mobility Planning

Parking and Mobility Technology Solutions

Financial Analysis

Sarasota Manatee Airport Authority Professional Planning and Consulting Services to Prepare a Master Parking Plan RFQ-01-2022-MPP

Tom Szubka, CAPP, CPP

Planning Project Manager

Walker Consultants

Tom is a parking and mobility professional with executive experience and nearly 20 years in the industry. His experience includes private operations, municipal operations, and technology solutions. Tom joined Walker in 2019 after serving roles in the solutions space (Flowbird and T2). He also was the Operations Superintendent for the awardwinning City of Tampa Parking Division where he oversaw several PARCS installations/upgrades, a multispace on street meter program installation, pay-by-phone technology implementation, and a surface lot multispace meter program implementation. Tom has also held leadership roles for one of the largest private parking operators, including special event management, business development, corporate parking operations, and valet parking programs.

Representative Projects

Tampa International Airport Main Terminal Curbside Expansion Extension of Staff Services, Tampa, FL — Project Planner, Replacement and expansion of the curbsides, new approach and exit bridges, new elevated and at-grade lanes, a new Central Utility Plant, and new vertical circulation buildings. Walker is providing extension-of-staff services to support the Authority's Design Project Director and Construction Project Manager with the design-builder.

Sarasota Bradenton International Airport Master Plan Update, Sarasota, FL — Project Planner. Master Plan Update at a small-hub airport that is experiencing rapid growth from new service by lowcost carriers and expansion of air service by mainline carriers. Walker developed and evaluated an alternative layout of the staging and loading areas for commercial vehicles, beginning by reviewing the existing terminal curbside operation.

Hartsfield-Jackson Atlanta International Airport West Parking Garage PARCS Enhancement Implementation, Atlanta, GA — Project Planner. Implementation of frictionless parking controls to modify the existing PARCS of the West Parking Garage. Walker reviewed existing conditions, signage, and technology, and made recommendations for the enhancements. Walker also observed and reviewed testing documentation during the initial, lane, and system tests.

Center for Disease Control and Prevention, Roybal East Parking Garage, **Atlanta, GA** — Project Planner. Cast-in-place post-tensioned concrete parking structure with 1,800 parking spaces, designed for 2 future levels of parking. Walker provided structural engineering, functional design, and PARCS design.



Tom Szubka, CAPP, CPP (continued)

Bay Park Development Project, Sarasota, FL — Project Manager. Shared parking analysis to include the historical Van Wezel Performing Arts Center, Centennial Park, the Sarasota Municipal Auditorium, Holley Hall, the Sarasota Lawn Bowling Club, Art Center Sarasota, Chidsey History Center, the Blue Pagoda, and the Sarasota Garden Club.

City of Sarasota, St. Armands Parking District Paid Parking Program Evaluation, Sarasota, FL — Project Manager. Walker evaluated the effectiveness of the City's paid parking program and identified opportunities to enhance the program revenues. A revenue review and forecast was performed based on revenue and transaction data of the first 10 months for the District to understand the health of the program and to forecast fiscal year revenues and the impact on the bond commitments for a newly constructed 484-space parking garage.

Austin Peay State University Parking and Transportation Master Plan and Update, Clarksville, TN — Project Planner. Walker provided the initial master plan in 2016 that plans for more efficient use of campus parking resources and recommended demand management initiatives to delay or avoid the addition of a parking structure. Walker is currently updating the plan, including performing a comprehensive analysis of current parking conditions for master planning, management and administration, fiscal responsibility, and customer service enhancement.

City of Winter Haven Comprehensive Parking Plan, Winter Haven, FL — Project Planner. Walker provided comprehensive parking plan to promote smart parking. Walker prepared a unified and coordinated parking plan to effectively maximize existing and future public parking availability and utilization within its downtown core.

Brickell Fire Station Shared Parking Analysis, Miami, FL — Project Manager. Walker provided a shared parking analysis, parking rate study and preliminary revenue and operations expenses projections report for the proposed parking elements for a 2.5 million-square-foot high-rise mixed-use development.

Sunseeker Resort Charlotte Harbor, Port Charlotte, FL — Project Manager. Walker provided scoping and procurement consultation services for PARCS and the valet parking system solutions to serve approximately five parking entry and exit points, and as two valet operation stands for a destination resort.

Amelia Island Public Beach Parking and Access, Nassau County, FL —Project Planner. Walker prepared a unified and coordinated strategic master plan that will be used to effectively manage future beach access and public parking availability on Amelia Island. The study area is inclusive of the beach access areas within the City of Fernandina Beach, the 5tate parks on Amelia Island, and the unincorporated beach access

WALKER CONSULTANTS | 28

areas of Amelia Island.





Education Master of Civil Engineering Structures, University of South Florida Bachelor of Science, Civil Engineering,

University of Florida

Certifications/Registrations Professional Engineer; AL #402000 Professional Engineer; FL #86467 Professional Engineer; MS #31660 Structural Engineer; GA #000402

Affiliations

American Institute of Steel Construction Florida Structural Engineers Association

Technical Expertise
Parking Consulting
Structural Engineering Design
Project Management
Mixed-Use Design
Construction Administration
Construction Document Development

Sarasota Manatee Airport Authority
Professional Planning and Consulting Services to Prepare a Master Parking Plan
RFO-01-2022-MPP

Matthew Conley, PE, SE

Design Project Manager

Walker Consultants

Matt is the Director of Design for the Tampa office of Walker Consultants and oversees quality, project management, and production for parking design and structural engineering services within the office. His experience includes designing, planning, and detailing of cast-in-place, post tensioned and precast concrete parking structures. Matt has worked on parking and mixed-use structures with a variety of features, including squeelix express ramps, cascading ramps, below grade levels, pedestrian bridges, and ground level retail, post offices, and safety offices.

Beyond his design experience, Matt has worked directly with owners as the project manager for design and construction phases of large healthcare and airport parking projects. Matt has also served as the project manager for projects where Walker was the prime consultant and managed multiple subconsultants simultaneously.

Representative Projects

Orlando International Airport STC Parking Structure and APM/ITF/PDL, Orlando, FL — Project Manager. Cast-in-place post-tensioned concrete parking structure with 5,000 parking spaces. Walker provided structural engineering and parking/functional consulting.

Greater Orlando Aviation Authority, Orlando International Airport South Terminal Complex Parking Structure, Orlando, FL — Project Engineer. Cast-in-place post-tensioned concrete parking structure with 5,000 parking spaces and double-threaded squeelix on the exterior of east face of the garage. Walker was the Structural Engineer of Record for the parking structure and provided parking consulting and functional design review.

Tampa International Airport Main Terminal Curbside Expansion Extension of Staff Services, Tampa, FL — Project Engineer. Replacement and expansion of the curbsides, new approach and exit bridges, new elevated and at-grade lanes, a new Central Utility Plant, and new vertical circulation buildings. Walker is providing extension-of-staff services to support the Authority's Design Project Director and Construction Project Manager with the design-builder.

Hartsfield-Jackson Atlanta International Airport West Parking Structure, Atlanta, GA — Project Engineer. Cast-in-place, post-tensioned concrete structure contains 5,772 spaces. Walker provided parking consulting and functional design for the demolition and replacement of the near-terminal parking structure.

Mobile International Airport Parking Structure, Mobile, AL — Project Engineer. Four-level, 1,250 parking structure serving a new terminal, including rental car facilities. Walker provided functional design, structural engineering, and PARCS services.

WALKER CONSULTANTS | 29



Matthew Conley, PE, SE (continued)

Quay Sarasota Block 9 Development, Sarasota, FL — Project Manager. Development of up to two functional design concepts and a functional alternatives analysis for a stand-alone parking structure located within Block 9 of the Quay Sarasota.

Florida International Airport, Sheltair Parking Structure, Ft. Lauderdale, FL — Project Engineer. Five-level, 434-space parking structure built on an existing surface lot. Walker served as the Engineer of Record for Design Phase and coordinated garage design with civil engineering design for the overall expansion project.

Center for Disease Control and Prevention, Roybal East Parking Garage, Atlanta, GA — Project Manager. Cast-in-place post-tensioned concrete parking structure with 1,800 parking spaces, designed for 2 future levels of parking. Walker provided structural engineering, functional design, and PARCS design.

Emory Johns Creek Hospital Parking Garage, Johns Creek, GA — Project Manager. Precast concrete parking structure with 640 parking spaces. Walker provided structural engineering and functional design.

University of Central Florida, Parramore Avenue Garage, Orlando, FL — Project Engineer. Cast-in-place post-tensioned concrete parking structure with 590 parking spaces and a ground level retail bookstore. Walker was the prime consultant and provided structural engineering, functional design, and project management.

Embry Riddle Aeronautical University Parking Garage, Daytona Beach, FL — Project Manager. Precast concrete parking structure with 630 parking spaces. Walker was the prime consultant and provided structural engineering, functional design, and project management.

Aventura Mall Expansion Garage #5 Phase 3.2, Aventura, FL — Project Engineer. Cast-in-place post-tensioned concrete parking with 1,570 parking spaces designed for 1 future parking level and photovoltaic panels. Walker was the prime consultant and provided architectural design, structural engineering, MEP design, functional design, and project management.

United States Department of Veterans Affairs, James H. Quillen Parking Structure, Mountain Home, TN — Project Engineer. A five-level, precast, pre-stressed concrete with drilled pier foundations and 536 spaces. Walker was the Engineer of Record and provided parking consulting, functional design, and structural engineering services.

Las Olas Boulevard Parking Structure, Fort Lauderdale, FL — Project Engineer. Three-bay-wide, 5-level precast parking structure with 662 parking spaces. Walker provided structural, parking functional, MEP and fire protection design, and construction administration.

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Education

Bachelor of Arts, Business Administration, Michigan State University, Eli Broad School of Business

University of Miami, School of Architecture

Certifications/Registrations Knight School of Community Building, Certified Charrette Facilitator

Affiliations

Congress for New Urbanism International Downtown Association Urban Land Institute

Technical Expertise Multidiscipline-based solutions Planning and financial expertise Public policy and engagement

Sarasota Manatee Airport Authority Professional Planning and Consulting Services to Prepare a Master Parking Plan RFQ-01-2022-MPP

Philip Baron

Airport Planning Consultant

Walker Consultants

As Director of Planning at Walker Consultants, Philip is a leader in our research, planning and analytics practice. Philip specializes in complex planning, operations, and financial consulting projects for private and public entities in the United States and abroad. In this capacity, Philip is experienced in providing advice in a broad range of disciplines including operations, demand modeling, capital planning, multi-year financial planning, revenue modeling, methods of financing, and the structuring of various forms of public-private partnerships.

In addition to Philip's expertise in financial planning, he is skillful at working with clients in identifying creative planning solutions that improve community mobility and support economic development. Philip offers a balance of technical proficiency and cultural sensitivity when advising clients on solutions that deliver exceptional outcomes.

Representative Projects

Asheville Regional Airport, Asheville, NC — Planning Consultant. Walker provided full parking design services for a new 1,300-space, 5-level passenger parking garage as a result of a previously-conducted master plan study that projected a parking deficit of 600-spaces with anticipated growth of enplanements.

Jacksonville International Airport Parking Operations Consulting Services, Jacksonville FL— Planning Consultant. Phase One consisted of a parking operations study, including data collection and analysis of the current parking operations and recommending improvement to parking operations to prepare for future growth. Phase Two included further analysis and a timeline to implement the recommended changes. Walker accounted for the forecasted increases in enplanements and the effects of rideshare. Walker also provided various parking scopes of services focused on parking operations, parking planning, and parking marketing strategies.

Dallas/Fort Worth International Airport Holistic Parking Study, **DFW Airport, TX** — Project Manager. A holistic parking master plan strategy that identified and cohesively described final parking facility locations and capacity improvements, along with any related activities or interim moves, for terminal parking, valet parking, express parking and associated busing operation, remote parking and associated busing operation, employee parking and associated busing operation, and PGS signage application.



Philip Baron (continued)

Allegheny County Airport Authority Parking Financial Study and P3 Due Diligence Support, Pittsburgh, PA — Planning Consultant. Walker conducted a parking financial study and evaluated a P3 transaction with the ultimate goal of better leveraging taxpayer assets. The subject of the transaction was the 13,200 parking spaces located on site at the Airport and owned by the Authority, including 13,200 parking spaces in two structures and one surface lot, 2,100 spaces located in a parking garage adjacent to the Airport's terminal, 3,100 long-term surface parking spaces located adjacent to the parking garage, and 8,000 extended surface parking spaces located adjacent to the Airport's long-term surface parking lots.

Nashville International Airport Parking System Strategic Plan,
Nashville, TN — Planning Consultant. A parking system operations
study that evaluated parking supply and demand, assessed the Airport's
current parking products, reviewed the parking operations, and provide
recommendations for improvements. The strategic plan and a financial
model included a short-term planning horizon of 3-5 years and a longerterm horizon of 10 years. The financial model of the parking system was
forecasted to 20 years.

Louis Armstrong New Orleans International Airport Financial Analysis, New Orleans, LA — Planning Consultant. Financing studies considered public bonding to be advantageous funding if available. Walker provided an Independent financial analysis of the parking revenue stream as documentation for bond purchasers. The primary objective of this study was to project net operating income and the monles available for debt service coverage of the proposed parking facility.

San Diego International Airport Parking System Operations Analysis, San Diego, CA — Planning Consultant. Walker provided an analysis of the Airport's parking business, configurations, products, pricing, methods of operation, and ability to meet demand and make specific recommendations to implement within the parking operations/business.

Savannah International Airport Parking System Operations Analysis, Savannah, GA — Project Manager. The Airport's parking system is operated and managed in-house and includes a 1,680-space long-term parking garage, 2,000 spaces in two economy garages, a 250 space parking lot, and valet parking. Walker provided an operations analysis of the Airport's existing parking operations, identified best practices, and recommended enhancement so the system.

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Education

Master of Urban and Regional Planning, University of California, Los Angeles Bachelor of Arts, Urban Planning, California State University Northridge

Affiliations

California Public Parking Association International Parking and Mobility Institute

Technical Expertise Airport Master Planning Campus Master Planning Supply/Demand Analysis Parking Management ESRI ArcGIS Statistical Package for the Social Sciences

Daniel Garcia

Airport Planning Consultant

Walker Consultants

Danlel's role at Walker is centered around developing project-specific solutions to parking and mobility issues. His experience working with public sector, private sector, and institutional clients has allowed him to develop comprehensive and implementable solutions that are tailored to address the issues impacting his clients.

His recent work includes providing a comprehensive analysis of current and future parking and terminal curb and roadway needs at the Rogue Valley International Medford Airport in Medford, Oregon. The project included an analysis of the use of terminal curb space by transportation network companies (TNCs), taxis, and buses, projection of the demand for future parking and terminal curbside loading needs, and projection of the demand for the use of terminal area roadways and future capacity needs.

Daniel is also the ArcGIS lead at Walker, he combines his analytical skills with a passion for cartography to deliver quality renditions of study results...

Representative Projects

Jacksonville International Airport Parking Operations Consulting Services, Jacksonville FL- Planning Consultant. Phase One consisted of a parking operations study, including data collection and analysis of the current parking operations and recommending improvement to parking operations to prepare for future growth. Phase Two included further analysis and a timeline to implement the recommended changes. Walker accounted for the forecasted increases in enplanements and the effects of rideshare. Walker also provided various parking scopes of services focused on parking operations, parking planning, and parking marketing strategies.

Santa Barbara Airport Master Plan Update Parking and Mobility Consulting, Santa Barbara, CA — Project Manager. Parking and access planning for the Airport Master Plan, including employee, short-, and long-term parking facilities. Walker will review future projections for enplanements, employee staffing, and other needs related to access to develop parking projections as well as efficient use of the curb space at the terminal.

Tri-Cities Airport Master Plan, Pasco, WA — Project Manager. Walker evaluated the current and future parking needs and auto circulation for the Airport Master Plan, including conducting a baseline conditions assessment, developing a future parking facility plan, preparing improvement alternatives for future parking and auto circulation, and developing a preliminary financial model.



Daniel Garcia (continued)

John Wayne Airport PARCS and PGS, Santa Ana, CA — Planning Consultant. Walker provided an assessment, evaluation, and recommendations for an implementation plan for PARCS and PGS improvements, including an analysis of whether the useful life of the existing PARCS and PGS can cost-effectively be extended, or if a procurement process is more advantageous to the Airport.

Los Angeles World Airports Transportation Infrastructure Development **Program, Los Angeles, CA** — Planning Consultant. Parking master planning and financial analysis to support the Los Angeles International Airport Landside Access Modernization Program which aims to reduce curbside congestion at the Airport.

Beaumont Parking Management Master Plan, Beaumont, CA — Project Manager. Walker conducted a parking facilities utilization study to establish context-specific parking requirements for the downtown; developed a public outreach plan; reviewed, analyzed, and recommended parking-to-land use ratios and strategies to increase the flexibility of the downtown parking requirements; studied the feasibility of implementing paid parking program; provided parking management strategies; and developed recommendations.

Hollywood Barrier Island Parking Study, Hollywood, FL — Planning Consultant. Walker provided a comprehensive parking study on the Barrier Island and the Lakes Community for the City's Parking Division for their Parking Management Study and Strategic Plan.

Kane Concourse Development Parking Consulting, Bay Harbor Islands, **FL** — Planning Consultant, Walker provided parking reduction research and analysis for a proposed mixed-use development that includes 104 residential rental units, 86,700 square feet of office space, and approximately 20,000 square feet of ground floor retail space. Walker assisted with preparing an empirical case to support the reduction of code-required parking.

One Daytona Parking Planning Study, Daytona Beach, FL — Planning Consultant. Walker provided recommendations on the parking plan prior to finalizing the master plan for a 180-acre entertainment, dining, and retail destination project proposed by International Speedway Corporation and Jacoby Development.

Honolulu Urban Core Parking Master Plan, Honolulu, HI — Planning Consultant, Walker conducted a study of on-street parking in Walkiki and prepared a parking meter study and pricing plan for the area that included approximately 1,017+ on-street parking spaces, the majority of which are located in mixed residential/hotel areas, are provided free of charge, and are fully occupied throughout the day and night.





Education Master of Business Administration, University of South Florida

Bachelor of Science, Air Commerce and Transportation Technology, Florida Institute of Technology

Certifications/Registrations FAA Licensed Private Pilot

Technical Expertise Project Management Airport Master Planning

Howard Klein

Airport Planner

AECOM

Howard's background includes management and execution of complex airport planning assignments at air carrier airports across the United States. In addition to project management, he provides technical expertise in the areas of forecasting, demand/capacity analyses, airfield and terminal requirements, airspace analyses, CIP development and NEPA documentation, Howard has extensive experience in the development and assessment of proposed capital improvements for airfields and terminals.

Representative Projects

Master Plan Update, Sarasota Bradenton International Airport, Sarasota, FL — Project Manager. Managed the Master Plan Update at a small-hub airport that is experiencing rapid growth from new service by low-cost carriers and expansion of air service by mainline carriers. Passenger enplanements increase approximately 70 percent from 2017 to 2019. The focus of the Master Plan Update is accommodating increasing passenger volumes while maintaining the existing easy access, low stress environment that passengers love. Planning is focusing on several items including a consolidated ground transportation center that will address the growth of Transportation Network Companies (TNCs) such as Uber and Lyft, a consolidated Rental Car Service Facility, concessions expansions, gate expansions and airfield capacity enhancements.

Master Plan Update, e-ALP and Environmental Assessment, Punta Gorda Airport, Charlotte County, FL — Project Manager. Managed the Master Plan Update and e-ALP that focused on creating a financially efficient plan for the orderly expansion of an airport that serves a low-cost air carrier and the local general aviation community. The recommended plan proposes runway extensions, reconstruction of a runway, relocation of general aviation facilities and expansion of terminal area facilities to accommodate future passenger volumes. The associated EA focuses on obtaining environmental clearance for all projects in the 5-year Capital Improvement Program.

Master Plan Update, Savannah/Hilton Head International Airport, Savannah, GA — Project Manager and Project Planner for this master plan update which addressed a wide range of issues including future terminal development, navigational aid and approach lighting improvements as well as roadway development to support extensive on-airport development by Gulfstream Aerospace Corporation. Improvements to runway safety areas were identified by the master plan and are completed on one runway and under construction on another runway. The plan also identified a wide range of future development



Howard Klein (continued)

options including air cargo facilities, a ground transportation center and a possible long-range third runway. Improvements required for the airfield to safely accommodate Design Group V aircraft were identified and evaluated.

Airport Layout Plan Update, San Antonio International Airport, San Antonio, TX — Project Manager. Managed the preparation of a traditional paper ALP for this medium-hub airport and the update of the airport's existing e-ALP. The assignment included a variety of tasks including an aircraft performance-based assessment of runway lengths required for business jets, RPZ evaluations, a review of prior plans for decoupling the airport's two primary runways, a full FAA standards compliance review including taxiway fillets, preparation of a new CIP, and development of a phasing plan.

Master Plan and Terminal Concept Study, Key West International Airport, Key West, FL — Project Manager. Managed the development for a master plan update and terminal concept study. The master plan primarily focused on alternatives for providing sufficient runway length to accommodate operations of regional jets without incurring payload penalties. Severe environmental constraints limit the ability to easily obtain significant increase in runway length. Proposed solutions included limited runway extensions with use of declared distances. The terminal concept study entailed review of passenger demand, inspection and condition reports, roadway and parking evaluation, and analysis of alternatives for a new terminal and associated facilities to support anticipated traffic growth and new security requirements. Concepts included possible reuse of the existing facility. Work included building layout and functional flow, spatial requirements and space programming, full plan and cross-section profiles for various concepts, renderings, a financial plan with detailed phasing, and an implementation plan. Because of the airport's constrained site, surface transportation access and parking were key issues.

Master Plan Update, Memphis International Airport, Memphis, TN — Project Manager. Managed and participated in technical aspects of the master plan update, performed concurrently with the FAR Part 150 Study, that included planning for growth of the Northwest Airlines hub as well as FedEx expansion. Addressed numerous issues including growth of regional jets and accommodation of new large aircraft as well as a major expansion of the airport's parking garage and roadway network. Other project elements included airfield and terminal simulation/computer modeling to address current and future levels of service. Worked as member of the FAA Capacity Task Force in updating the capacity plan.





Education Bachelor of Science, Civil Engineering, University of South Florida

Certifications/Registrations Professional Engineer; FL #31974 Professional Engineer; GA #16069 Professional Engineer; KY #17743 Professional Engineer; USVI #0-11886-18 Licensed General Contractor; FL #CGC012963

Affiliations American Society of Civil Engineers

National Society of Professional Engineers

Technical Expertise Airport Project Management/ Administration

Airfield Design

Airport Roadway/Parking/Utilities Design

Steve Henriquez, PE

Client Liaison

AECOM

Steve's 44 years of expertise includes management and technical performance of full-scope airport environmental, planning, design and construction projects involving airfields, roadways, infrastructure, buildings, and total support facilities. His work also extends to applications for funding, and liaison with affected governmental agencies. Projects have been conducted at air carrier and general aviation airports throughout the Southeastern U.S. and Florida. Steve's wide range of airfield and other airport engineering projects has involved paving, grading, drainage, utilities, airfield lighting and electrical systems, NAVAIDS, NDT pavement testing and evaluation, and methods to maintain operations throughout construction. In addition to airfield and site work, projects have involved a variety of building types including cargo complexes, terminals, hangars, ARFF and GSE facilities, and control towers at air carrier and general aviation airports.

Representative Projects

Sarasota Bradenton International Airport, Sarasota, FL — Principalin-Charge of our firm's recent/current work for the civil and structural components of the new Ground Boarding Facility, the phase terminal renovation program, the North Quad Access Road, parking lot improvements, and Intermodal Transfer Complex roadway improvements. The current work related to the new Ground Barding Facility includes relocation of utilities and drainage, reconfiguration of roadways and parking lots, security fencing, detailed construction phasing, coordination with providers FPL (power) and TECO (gas), and related permitting for the utility relocations with Manatee County, and landscaping and irrigation design.

Punta Gorda Airport, Charlotte County, FL — Principal-in-Charge of various projects under an on-call services contract. Projects have included three parking lot expansions, Taxiway A extension, wildlife hazard assessment, Installation of CAT 1 ILS, project management for terminal expansion to nearly triple the size of the building, terminal building expansion assessment, study and recommendations for TSA space modification/reconfiguration, a new Localizer/DME for Runway 21, and multiple aircraft hangar construction projects.

St. Pete-Clearwater International Airport, Clearwater, FL — Project Manager. Worked at the airport for 30+ years under general services contracts and project-specific selections. Presently in charge of our general consulting services, with current and recent work including terminal improvements, airline operations facility expansion, Airport Layout Drawing update, noise evaluations, stormwater management, and pavement inspection/evaluation. Also in charge of the Runway 17L-35R extension project. Many previous projects involved runway/



Steve Henriquez, PE (continued)

taxiway/apron overlay, extension, strengthening and/or grooving; lighting systems; new taxiways; service and perimeter roads; security fencing; airfield electrical vault expansion; and parking lot expansion.

Savannah/Hilton Head International Airport, Savannah, GA — Project Manager for on-call services contracts for over 20 years. Also, Project Manager for site preparation of the 600-acre Northwest Quadrant Development that included the 250-acre terminal area involving the full spectrum of earthwork, grading, stormwater management, and infrastructure. Also in charge of our firm's role as Prime Design Consultant for the terminal building and related airfield, roadways and parking facilities. Involved with many airfield upgrading/expansion projects for over 20 years including apron expansion, new taxiways, runway strengthening, glide slope and RVR relocation, parking lot expansion, and new GA aprons.

Miami International Airport, Miami-Dade County, FL — Project Director. In responsible charge of design for the \$121.4 million new third east/west Runway 8-26 and related taxiway system. Project included 12 new highspeed taxiways, modification to 8 connectors between Runway 9L-27R and Taxiway M, new parallel Taxiway K and connectors, reconstruction of Taxiway L and connectors, new 8,600-foot-long runway (150 feet wide, 35-foot-wide shoulders), taxiway centerline lighting, runway centerline and guard lights, 3 PCC aircraft aprons, PAPI, REIL, localizer, DME, a landside parking lot, a new Northwest Airside Operations Access gate, interior service road reconstruction, electric vault and power distribution modifications, pavement removal, utilities removal/abandonment/ relocation/new installation, and building demolition. Responsible for all contract administration, negotiation of client-requested increases in scope, oversight and design support for all technical work throughout the entire design process, monthly site visits during construction, and client and FAA liaison.

Collier County Airports, FL — Project Director for services at Immokalee Regional and Marco Island Executive airports. Work has included environmental consultation, master planning, ALP updates, construction administration/inspection, and apron and parking lot expansion. Recent work includes runway rehab projects at both airports as a subconsultant.

Southwest Florida International Airport, Fort Myers, FL — Project Manager for the Vision 2010 Implementation Plan involving conceptual and detailed planning for development of more than 1,000 acres. Proposed facilities included a new midfield terminal complex, provision for expanded cargo facilities, airfield, new roadways and surface parking facilities, and complete supporting infrastructure. Also, Project Manager for expanding the existing concrete apron to accommodate 6 narrow-body aircraft. Besides pavement, the project included edge and highmast lighting, stormwater drainage with retention pond, off-site wetland mitigation, marking, and an electrical grounding rod system.

WALKER CONSULTANTS | 38





Education Bachelor of Science, Civil Engineering, University of Puerto Rico

Graduate Courses, Transportation Engineering, University of Washington

Certifications/Registrations Professional Engineer; FL #53463 Private Pilot Certificate/Instrument

Rated

Angel Flight SE Pilot

Technical Expertise Project Management Aviation Engineering Site Development Parking Facilities

Edgar Figueroa, PE

Civil Task Lead

AECOM

Edgar has strong experience in airfield engineering. His 43 years of experience includes parking, roads, infrastructure, site development, new and rehabilitated runways, taxiways, and aprons as well as hangars, and other support buildings. Edgar's background also includes management of airport operations and engineering.

Representative Projects

Intermodal Transfer Complex, Sarasota Bradenton International Airport, Sarasota, FL — Project Manager/Engineer for planning and design of the North Quadrant Site Development, the new Intermodal Transfer Complex, Phases I and II, to improve the capacity and intermodal capabilities (bus, taxi, and limo). Project involved a new canopied bus drop-off slot at the terminal bag claim area for international passengers, new canopied bus loading and drop-off slots for charter and tourist buses (including passenger waiting canopies, a new passenger canopy for transit buses), and improvements to the existing taxi, limo and transit bus lanes. Other project elements included reconstruction and widening of the existing access road to the transfer complex as well as landscaping and signage improvements.

North Quad Access Road, Sarasota Bradenton International Airport, Sarasota, FL — Project Manager and Engineer of Record for the redevelopment of the north quadrant of the airport including design of the new access roadway, utilities, and site preparation for 40+ acres for future development including corporate hangars, T-Hangars and related aviation facilities.

Terminal Parking Lot Addition and Exit Lane Modifications, Punta Gorda Airport, Charlotte County FL — Project Manager for design and construction-phase services for an additional long-term parking lot and a cell phone lot totaling 138 spaces (base bid) plus modification of exit lanes and revenue collection for the existing short- and long-term parking lots (alternate bid). Project included asphalt parking, lighting, toll collection equipment, drainage improvements, CCTV cameras, and access control for employee parking access.

Tri-County Airport On-Call Services, Bonifay, FL — Project Manager. Partial Parallel Taxiway: Provided contract documents, bid-and-award, and construction-phase services for a new 1,400-foot-long parallel taxiway from connector A1 to the threshold of Runway 19. Project included treatment and drainage swales, permitting, pavement geometry and design, grading and drainage, new airfield regulator, and taxiway lighting, marking, and signage.



Edgar Figueroa, PE (continued)

New General Aviation Center, Miami International Airport, Miami-Dade County, FL — Project Manager. Provided coordination and handson supervision of design efforts and preparation of contract documents. Prepared specifications, schedules, and cost estimates for the project, QA/QC for the entire project, and coordination with MDAD Airslde Operations, MDAD Maintenance, and permitting agencies for redesign of airside and landside improvements for the new GA Center. Project included the apron, entrance and exit roads, parking facilities, drainage, water and sewer improvements, and all lighting and security fencing of the facilities to be occupied by FIS and MIA Airside Operations. AECOM was retained to re-design and complete the project after the original designer and contractor were terminated due to multiple construction and design problems. AECOM began redesign of this project after site work had begun, and successfully completed the design and permitting processes so that construction could continue.

Runway 18-36 and New Access Road, Calhoun County Airport, Blountstown, FL — Project Manager. Provided investigation, design, contract documents, bid-and-award, and construction-phase services for a new 3,100-foot-long asphalt runway at the present location of the existing turf runway, and a new 3,966-foot-long airport access road. Runway portion of the project included wetland mitigation, drainage swales, pond improvements, drainage and mitigation permitting, pavement geometry and design, grading and drainage, new airfield electrical vault, and runway lighting, marking, and signage. Roadway also involved wetland mitigation, treatment and drainage swales, wetland and drainage permitting, pavement geometry and design, grading and drainage improvements, and roadway marking and signage.

Crystal River Airport Taxiway Relocation and Widening, Citrus County, FL — Project Manager and Project Engineer for relocating Runway 9 27's parallel taxiway and widening it to 35 feet. Project elements included earthwork, wetland mitigation, drainage, permitting, new pavement, pavement demolition, and taxiway lighting, marking, and signage.

Isla Grande Airport Runway 9-27 Rehabilitation and Associated Work, Puerto Rico — Project Manager responsible for managing the investigation, design, contract documents, bid-and-award, and construction-phase services for rehabilitation of asphalt Runway 9-27, a new paved overrun area, extension of Taxiway A, and rehabilitation of the perimeter road. Project elements include pavement milling, crack preparation and sealing, drainage improvements, new pavement for the taxiway extension and overrun areas, pavement demolition, changes to the runway threshold lights, new taxiway edge lights, new runway/overrun/taxiway markings, relocation of runway hold markings and signage, and new security fencing. This project is being funded with ARRA stimulus funds and had to be accelerated through design, bid and award to qualify for the funds.





Education Bachelor of Science, Civil Engineering, University of Alabama at Birmingham

Certifications/Registrations
Professional Engineer; FL #65180
Professional Engineer; Alabama #27457
Professional Engineer; Mississippi
#17348

Affiliations American Association of Airport Executives

Technical Expertise
Project Management
Airfield Design
Construction Administration

Kelli Piercy, PE

Civil Task Lead

AECOM

Kelli has 21 years of experience in the aviation industry. She is experience in airport/airfield design for general aviation and air carrier airports including taxiways, runways, runway safety areas (RSAs), aprons, and hangar site development. She is knowledgeable of FAA Advisory Circulars and design guidance. In addition to design, Kelli has served as Resident Project Representative for a number of construction-phase assignments, her duties having included bid-phase assistance, contractor negotiations, change orders, and final inspections.

Representative Projects

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Ground Boarding Facility, Sarasota Bradenton International Airport, Sarasota, FL — Engineer of Record for the current civil work for the new Ground Boarding Facility. The current work related to the new facility includes relocation of utilities and drainage, reconfiguration of roadways and parking lots, security fencing, detailed construction phasing, coordination with providers FPL (power) and TECO (gas) and related permitting for the utility relocations with Manatee County.

Air Cargo Expansion, Tampa International Airport, Tampa, FL — Deputy Project Manager/Airfield Project Engineer for this project that includes widening of an existing concrete taxiway and expanding the existing concrete parking apron. The Project will require over 27,000 square yards of full strength and shoulder demolition; 95,000 Cubic Yards of earthwork; 78,000 square yards of Base Material; 3,000 tons of asphalt pavement; 57,000 square yards of concrete pavement, 33,000 square feet of airfield marking; roadway reconstruction; fencing; New drainage pipe and structures; new airfield light bases; new airfield guidance signs; concrete truck court and trailer parking, employee parking area, pump station relocation, sanitary sewer, water, aircraft hydrant fueling, and air cargo building construction. Responsibilities include all aspects of site civil and airfield design and project coordination with multiple subconsultants.

Vero Beach Municipal Airport Multiple Projects, Vero Beach, FL — Project Manager/Project Engineer. Project Manager for the Primary Runway 12R-30L rehabilitation and relighting, including all coordination during construction. Project Manager for the Terminal Renovation Program to support Breeze Airways entry into the airport. Project Manager for the airfield remarking program. Project Engineer for the civil design support for terminal renovation, including parking lot modifications. Project Engineer to construct, mark and light West GA Apron Phase 3. Provided design of a new apron expansion. Responsibilities included all aspects of civil design.



Kelli Piercy, PE (continued)

Quincy Municipal Airport, Quincy, FL — Project Manager/Engineer. Responsible for client management, project coordination, scheduling, and budgeting on various projects. Terminal Area Improvements. Design of a parking lot expansion associated with terminal Improvements. Responsible for all aspects of civil/site design. T-Hangars. Design of two new T-hangar developments. Responsibilities included all aspects of civil/ site design.

Punta Gorda Airport Taxiway A Extension, Charlotte County, FL — Project Engineer. Responsibilities include all aspects of civil design. Project involves P-401 asphalt pavement design, geometry, grading and drainage, marking, and taxiway edge lighting.

Hendry County Airports, FL — Project Manager/Engineer. Since 2006, has been responsible for client management, project coordination, scheduling, and budgeting on various projects, in addition to the following specific airports projects.

LaBelle Airport Taxiway B Extension, LaBelle, FL — Deputy Project Manager/Project Engineer, Supported all aspects of design and construction administration.

LaBelle Airport Taxiway and Taxilane Rehabilitation, LaBelle, FL — Deputy Project Manager. Rehabilitation of the existing t-hangar taxilanes and taxiway connector asphalt pavement. Supported all aspects of design and construction administration.

LaBelle Airport Taxiway Apron Rehabilitation, LaBelle, FL — Deputy Project Manager. Rehabilitation of the existing aircraft parking apron asphalt pavement. Supported all aspects of design and construction administration.

LaBelle Airport Taxiway Construct Terminal Building (FBO) and Infrastructure, LaBelle, FL — Project Manager/Site Civil Engineer. A new 6,000-square-foot terminal building. Responsibilities included all aspects of design and construction administration. Construction administration responsibilities included contract administration, progress meetings, shop drawing review, RFIs, change orders, contractor pay requests, and project closeout.

LaBelle Airport Taxiway Apron Expansion, LaBelle, FL — Project Manager/Engineer for an apron expansion project to accommodate additional aircraft parking and in preparation for the new terminal building. Responsibilities included all aspects of design and construction administration. Construction administration responsibilities included contract administration, progress meetings, shop drawing review, RFIs, change orders, contractor pay requests, and project closeout.





Education Bachelor of Landscape Architecture (Cum Laude), University of Florida

Coursework, Landscape Architecture, Vicenza Institute of Architecture, Overseas Studies at University of Florida

Certifications/Registrations Registered Landscape Architect; FL #LA6666702

International Society of Arboriculture/ Certified Arborist #FL 5258A

Council of Landscape Architectural Registration Boards/ CLARB Record #4302

FDOT TTC Intermediate #68321 FDEP Qualified Stormwater Management Inspector #47299

Affiliations

American Society of Landscape Architects

International Society of Arboriculture

Technical Expertise Landscape Architecture Landscape Construction Active Transportation Master Planning Land Use Planning Sustainable Design

Arboriculture Consulting

Irrigation Systems

David Crawley, RLA, ISA, CLARB

Landscape Architecture Task Lead

AECOM

David is the manager of the AECOM Tampa Landscape Architecture and Urban Design Group, with over 25 years of experience in the public and private sectors. His area of expertise is landscape architecture with a focus on transportation and infrastructure development, urban design, master planning and development of construction documents and technical specifications, and construction administration. As an International Society of Arboriculture (ISA) certified arborist with over 17 years of experience in arboriculture and urban forestry, David has prepared tree assessments and inventories, tree preservation plans, selective clearing and grubbing plans, technical specifications, and construction documents for numerous projects.

Representative Projects

Conceptual Landscape Master Plan for Runway Expansion and Noise Wall Landscape Buffer, Sarasota-Bradenton International Airport, Sarasota, FL — Landscape Designer/CAD Technician. Prepared a conceptual landscape plan for an enhanced scenic corridor of U.S. 41 adjacent to the runway expansion project. Landscape buffers were designed for a noise abatement wall along U.S. 41 and a noise berm separating Tallevast Road and adjacent residential areas. Design of the landscape buffers incorporated extensive use of Florida native, drought tolerant vegetation in conjunction with the noise abatement structures.

George Bean Parkway Widening and Return to Terminal Recirculation Bridge, Tampa International Airport, Tampa, FL — Landscape Architect of Record/Certified Arborist. Developed, executed, and supervised the production of landscape and irrigation construction documents for the widening of the George Bean Parkway and for the new Return to Terminal Bridge as part of this design-build project. Responsible for evaluation of trees impacted by construction, developing tree protection plans, and coordinating and meeting with the City of Tampa's municipal arborist for preservation of one Grand Oak within the Bridge project limits. The combined landscape and irrigation improvements were estimated to be near \$1.1 million.

Continental Airlines Reservation Center Parking Lot Expansion, Tampa International Airport, Tampa, FL — Project Coordinator/Landscape Designer. Designer of landscape and Irrigation plans for parking improvements at the Reservation Call Center in Tampa, Coordinated with the City of Tampa for land development code compliance and irrigation meter installation. Performed construction observation and inspection duties to ensure contractor compliance with contract documents.



David Crawley, RLA, ISA, CLARB (continued)

Bartow Municipal Airport, Bartow FL — Landscape Architect. Responsible for the design of the landscape and irrigation components of the new terminal for the Bartow Municipal Airport. The main emphasis of the design was to provide an aesthetically pleasing entrance to the new terminal building and screen undesirable views of adjacent land uses. Plant palette emphasized native and drought tolerant species to provide ease of maintenance.

Construct New Entrance and Asphalt Overlay-Employee Parking Lot 1, Tampa International Airport, Tampa, FL — Landscape Designer/Inspector. Developed ordinance planting plan and tree protection plan. Coordinated with the City of Tampa to assure compliance with applicable code requirements for tree removal permitting. Project involved root pruning of several large live oak trees to be preserved, landscape and irrigation design, and construction inspection services.

Raytheon Hangar Parking Lot Expansion, Tampa International Airport, Tampa, FL — Project Coordinator/Landscape Designer. Designer for the landscape and irrigation improvements associated with the parking lot expansion. Coordinated with the City of Tampa to assure compliance with applicable code requirements. Project involved landscape design and expansion of the existing irrigation system to accommodate new parking lot landscaping and trees. Performed construction observation and inspection tasks.

George Bean Parkway Landscape Improvements, Tampa International Airport, Tampa, FL — Designed landscape and irrigation systems and several new multi-tiered interlocking block retaining walls in select, highly visible locations along the airport entrance parkway. Plans included landscape and irrigation, grading and drainage details, and wall construction details. Participated in construction inspections and review of contractor submittals for conformance with contract documents.

Avion Park at Westshore, Tampa, FL — Landscape Architect of Record and Certified Arborist. This is an 18-acre mixed-use private development project. Responsible for evaluating site's existing trees, determining existence of grand trees in accordance with the City of Tampa's land development code and preparing tree protection and relocation plans. Developed concept and design plans for the proposed landscape and hardscape improvements. Features include underground stormwater storage vaults and raised landscape beds with decorative retaining walls. Pedestrian walks and crosswalks use special paving patterns and colored concrete. Tree planting pits near the retalls shops frontage utilize underdrain systems and root barriers. Coordinated with the project architect and civil engineer to prepare construction permit submittals to the City of Tampa. Responsible for preparing permit applications and coordinating Grand Tree site verifications with the City of Tampa Parks and Recreation Department's certified arborist and ensuring mitigation for tree removal was in accordance with City ordinances.

WALKER CONSULTANTS | 44





Education **Bachelor of Landscape Architecture** (Summa Cum Laude), University of Florida

Certifications/Registrations Registered Landscape Architect; FL #LA0001628

ISA Certified Arborist; FL #0504A Certified Planner; AICP #017705 Horticultural Professional #HC111840 FDEP Qualified Stormwater Management Inspector #20369 Florida Nursery, Growers, and Landscape Association Certified

Horticulture Professional FDOT TTC Intermediate #68318

Affiliations

American Society of Landscape Architects International Society of Arboriculture American Planning Association U.S. Green Building Council

Technical Expertise Landscape Architecture Landscape Construction Streetscape/Hardscape Design Urban Design Master Planning Detail Site Planning Irrigation Design Arboriculture Consulting Construction Observation

James Gilman, RLA, ISA, AICP, FCHP Landscape Architecture Task Lead

Jim has been active in landscape architecture, site analysis and design, land planning, construction observation, permitting, green infrastructure, and arborist evaluation (preservation and relocation) for 27 years. His background encompasses public and private sector projects covering a wide range of scales and objectives. Types and scales range from detailed design of intimate spaces to large scale infrastructure improvements, including both planning and design for new construction as well as upgrades/enhancements to existing facilities. Project types include municipal, educational, parks and recreational facilities, highways and interchanges, urban roadway/streetscape enhancements, office/ commercial site design, residential development, permitting, grant submittals and preparation of reports.

Representative Projects

Rental Parking Expansion, Sarasota-Bradenton International Airport, **Sarasota, FL** — Landscape Architect of Record. The rental car parking lot expansion project at SRQ resulted in impacts to existing vegetation and irrigation systems, including the removal of numerous trees and palms. AECOM landscape architects worked with other disciplines to establish best locations for replacement trees, in compliance with flight path airspace restrictions, while working to enhance the overall aesthetic of the airport property. Landscape and irrigation plans were prepared to complement the new configuration. Tree removal plans and calculations were prepared that laid out required tree removals and replacements per requirements of County code. Field review was conducted to groundtruth survey data and verify species, size and condition of existing trees and palms. Coordination with Airport staff, County reviewers, and design team members was key to successful incorporation of landscape and irrigation with the proposed improvements.

Terminal Expansion, Sarasota-Bradenton International Airport, **Sarasota, FL** — Landscape Architect of Record. The terminal expansion project at SRQ necessitated impacts to existing vegetation and irrigation systems including removal of trees east of the terminal to accommodate building expansion. AECOM landscape architects prepared landscape and irrigation plans designed to complement the new configuration while complying with flight path airspace restrictions. A key part of this effort was to prepare tree removal plans and calculations that laid out required tree removals and replacements per County code. Field review was conducted to ground-truth survey data and verified species, size and condition of existing trees and palms. Extensive coordination with Airport staff, County reviewers, and design team members ensured was conducted to ensure landscape and irrigation were not in conflict with other design components.



James Gilman, RLA, ISA, AICP, FCHP (continued)

Ground Boarding Facility, Sarasota Bradenton International Airport, Sarasota, FL — Landscape Architect of Record for the landscaping and irrigation design related to the revisions required for the new facility

Entryway Improvements at Taxiway J, Tampa International Airport, Tampa, FL — Project Landscape Architect. The airport desired enhanced landscape with tiered decorative retaining walls at the four embankments along George Bean Parkway where the expanded Taxiway J traverses the Parkway on an overpass bridge. Aesthetics were important while ensuring no conflict between proposed species and airport operations. Permanent irrigation was designed to tie into the existing system.

SR 388 Roundabout/Northwest Florida Beaches International Airport (ECP) Entry, FDOT District Three, Bay County, FL — Landscape Architect of Record. Construction of a roundabout at the main entrance to the Airport was an integral part of improvements to approximately 12 miles of roadway. AECOM designed landscape and irrigation to provide an enhanced landscape. Improvements included earthwork to raise the center of the roundabout for greater visibility of the Airport identification sign, palms flanking the main entrance sign placed in the center of the circle, with shrubs, groundcover, and turf to complement the Airport's planting theme. Permanent irrigation was included in the design to foster long term health and vitality of plant material. Coordination with the District Landscape Architect, District Landscape Projects Manager, Airport staff and Roadway engineers was conducted to ensure compatibility with other disciplines and maintainability.

SR 30/US 98 (Harbor Blvd). from William T. Marler Bridge to Airport Blvd. Landscaping, FDOT District Three, Okaloosa County, FL — Landscape Architect of Record. The City of Destin's Harbor Boulevard is a main commercial thoroughfare that runs east-west south of the Destin Executive Airport (DTS). This roadway features numerous medians, many planted with mature Crape Myrtle trees. The City requested an enhanced landscape and irrigation design appropriate to this developed, visitor-oriented location. Existing trees were preserved where appropriate, and additional larger shade trees were added to provide additional tree canopy. FAA was contacted to ensure no conflict with flight path airspace restrictions. Upgraded groundcovers and sod were added, with specialty plantings accentuating newly installed signalized midblock crosswalks.

SR 8 (I-10) Suwannee County Eastbound Rest Area and Columbia County Westbound Rest Area Landscaping, FDOT District Two, Suwannee and Columbia Counties, FL — Landscape Architect of Record/ Project Manager. Design-build renovations at these two rest area sites include new restroom/concession buildings, upgraded picnic areas, and renovated truck and auto parking. This landscape project follows directly behind the design-build project. Temporary irrigation was designed. Post design services will be provided.





Education
Bachelor of Architecture, Roger
Williams University
Rensselaer Polytechnic Institute

Certifications/Registrations Registered Architect; FL #AR-0015832 LEED Accredited Professional

Affiliations
American Institute of Architects

Technical Expertise
Architecture
Project Management
Master Planning
Programming
Construction Document Development
Construction Administration

Sarasota Manatee Airport Authority Professional Planning and Consulting Services to Prepare a Master Parking Plan RFQ-01-2022-MPP

Todd Sweet, AIA, LEED AP

Architect of Record

Sweet Sparkman

Todd is the Principal of Sweet Sparkman Architecture and Interiors and brings over 30 years experience to the team. Todd will work closely with the Sarasota Manatee Airport Authority to assure the timely delivery of the project. Todd has been the firm's principal point of contact with Sarasota Manatee Airport Authority since 2017. Todd will remain active in the project from commencement through construction close-out. Todd offers the Sarasota Bradenton Airport Authority principal led design and coordination with the Walker team. Todd has served as the Architect of Record for all the Sweet Sparkman projects at SRQ.

Representative Projects

Sarasota Bradenton International Airport Boardroom, Police Department, and Valet, Bradenton, FL — Principal in Charge/Architect of Record. Sweet Sparkman was contracted by Sarasota Bradenton International Airport to provide professional services for the planning, design, and construction administration for various upgrades and renovations to the Terminals, Boardroom, Police Department, and Badging office. This project included renovating the former TSA area to become the new boardroom. The police department expanded into the existing break room.

Sarasota Bradenton International Airport ARFF (Airport Rescue and Fire Fighting Building) Bradenton, FL — Principal in Charge/Architect of Record. Sweet Sparkman provided professional services for the planning and design of the Airport Rescue and Fire Fighting (ARFF) Building renovation at the Sarasota Bradenton International Airport. The firm was responsible for the preparation of reports, schedules, surveys, phasing, and safety diagrams for the rehabilitation of the existing structure. The project consisted of hardening the structure of the building, replacing the current roof, replacing all the existing windows, replacing the existing HVAC, enclosing existing bunk rooms, an addition for a new fitness room, and updating the interior finishes.

Sarasota Bradenton International Airport Third Floor Administration Renovation, Observation Deck, Glass Block Curbside Ceiling, Bradenton, FL — Principal in Charge/Architect of Record. Sweet Sparkman provided professional design services for the renovation and

construction administration for Third Floor Administration Renovation, Observation Deck, Glass Block Replacement, and Curbside Celling of the Sarasota Bradenton International Airport. The scope consisted of renovating the 3rd floor administration offices. The project also included the replacement of the terminal's glass block with a laminated, insulated curtain wall. The firm also provided remediation to make the waterfall at the terminal core quieter and refinishing areas subject to corrosion due to the water's chemicals. Sweet Sparkman provided the owner with exterior renderings of the new curtain wall and exterior ceiling system.

WALKER CONSULTANTS | 47



Todd M. Sweet, AIA, LEED AP (continued)

Sarasota Bradenton International Airport Checkpoint Renovations And **Upgrades, Bradenton, FL** — Principal in Charge/Architect of Record. The scope of this project included a renovation of the existing Checkpoint Area. Sweet Sparkman coordinated with the SRQ Airport team and the TSA to set project goals and create construction documents. Demolition of the existing office space allowed for the expansion of checkpoint lanes, SSA provided a new layout of proposed paths with new exit lanes, including re-spacing of lanes. The project also called for replacing the demolished TSA offices with new TSA office space. All affected HVAC and Electrical systems required updates.

Sarasota Bradenton International Airport Rental Car Office **Renovation, Bradenton, FL** — Principal in Charge/Architect of Record. Sweet Sparkman provided design, permitting, and bidding to renovate the existing rental car office area and counters. The anticipated improvements included an ADA evaluation/design and the renovation of the ceilings, flooring and walls as deemed necessary. HVAC, fire protection communications and electrical were evaluated and upgraded. The scope of work also included additional security access control to the office, a duress button at the counters, and security cameras. Signage was upgraded and in-slab power and telecommunications were developed for a future kiosk station. An additional curbside crosswalk to match the design of the existing raised crosswalks with in-ground flashing lighting was provided. Curbside improvements directly south of the rental car offices included the exterior rainscreen system, ceiling replacement and fixture replacement of lights, fans, and speakers. All permitting was done through Sarasota County Government.

Sarasota Bradenton International Airport Restroom Renovation, **Bradenton, FL** — Principal in Charge/Architect of Record. Sweet Sparkman provided design and construction administration services for the renovation of nineteen (19) group restrooms with newly installed touch-free fixtures. This work included the replacement of the vanities and provided garbage disposal ports in the countertop with waste receptacles underneath. Power-operated paper towel dispensers were installed on the wall as well as counter mounted power-operated soap dispensers at each sink. The current nook with rod and shelf was converted to a storage closet for supplies. All permitting for the project was done through Sarasota County.



Education Bachelor of Architecture, Roger Williams University

Certifications/Registrations Registered Architect; FL #AR98377

Affiliations American Institute of Architects National Council of Architectural Registration Boards

Technical Expertise Architecture -Project Management Master Planning Programming Construction Document Development Construction Administration

Sarasota Manatee Airport Authority Professional Planning and Consulting Services to Prepare a Master Parking Plan RFQ-01-2022-MPP

Jenna Albers, AIA, NCARB

Architectural Project Manager

Sweet Sparkman

Jenna Albers, AIA, NCARB will serve as the Project Manager in coordination with Todd. Jenna's experience with the Sarasota Manatee Airport Authority is very recent. She is currently overseeing several projects at the Airport including the Rental Car Office Renovation and the Valet remodel as well as the ARFF Remodel. Her success on these projects coupled with her experience managing large, complicated projects make her ideal for the SRQ Airport Master Parking Plan Project.

Representative Projects

Sarasota Bradenton International Airport Boardroom, Police Department, and Valet, Bradenton, FL — Project Manager. Sweet Sparkman was contracted by Sarasota Bradenton International Airport to provide professional services for the planning, design, and construction administration for various upgrades and renovations to the Terminals, Boardroom, Police Department, and Badging office. This project included renovating the former TSA area to become the new boardroom. The police department expanded into the existing break room.

Sarasota Bradenton International Airport ARFF (Airport Rescue and Fire Fighting Building) Bradenton, FL — Project Manager. Sweet Sparkman provided professional services for the planning and design of the Airport Rescue and Fire Fighting (ARFF) Building renovation at the Sarasota Bradenton International Airport. The firm was responsible for the preparation of reports, schedules, surveys, phasing, and safety diagrams for the rehabilitation of the existing structure. The project consisted of hardening the structure of the building, replacing the current roof, replacing all the existing windows, replacing the existing HVAC, enclosing existing bunk rooms, an addition for a new fitness room, and updating the interior finishes.

Sarasota Bradenton International Airport Third Floor Administration Renovation, Observation Deck, Glass Block Curbside Ceiling, Bradenton, FL — Project Manager, Sweet Sparkman provided professional design services for the renovation and construction administration for Third Floor Administration Renovation, Observation Deck, Glass Block Replacement, and Curbside Ceiling of the Sarasota Bradenton International Airport. The scope consisted of renovating the 3rd floor administration offices. The project also included the replacement of the terminal's glass block with a laminated, insulated curtain wall. The firm also provided remediation to make the waterfall at the terminal core quieter and refinishing areas subject to corrosion due to the water's chemicals. Sweet Sparkman provided the owner with exterior renderings of the new curtain wall and exterior ceiling system.



Jenna Albers, AIA, NCARB (continued)

Sarasota Bradenton International Airport Checkpoint Renovations And Upgrades, Bradenton, FL — Project Manager. The scope of this project included a renovation of the existing Checkpoint Area. Sweet Sparkman coordinated with the SRQ Airport team and the TSA to set project goals and create construction documents. Demolition of the existing office space allowed for the expansion of checkpoint lanes. SSA provided a new layout of proposed paths with new exit lanes, including re-spacing of lanes. The project also called for replacing the demolished TSA offices with new TSA office space. All affected HVAC and Electrical systems required updates.

Sarasota Bradenton International Airport Rental Car Office Renovation, Bradenton, FL — Project Manager. Sweet Sparkman provided design, permitting, and bidding to renovate the existing rental car office area and counters. The anticipated improvements included an ADA evaluation/design and the renovation of the ceilings, flooring and walls as deemed necessary. HVAC, fire protection communications and electrical were evaluated and upgraded. The scope of work also included additional security access control to the office, a duress button at the counters, and security cameras. Signage was upgraded and in-slab power and telecommunications were developed for a future klosk station. An additional curbside crosswalk to match the design of the existing raised crosswalks with in-ground flashing lighting was provided. Curbside improvements directly south of the rental car offices included the exterior rainscreen system, ceiling replacement and fixture replacement of lights, fans, and speakers. All permitting was done through Sarasota County Government.

Sarasota Bradenton International Airport Restroom Renovation, Bradenton, FL — Project Manager. Sweet Sparkman provided design and construction administration services for the renovation of nineteen (19) group restrooms with newly installed touch-free fixtures. This work included the replacement of the vanities and provided garbage disposal ports in the countertop with waste receptacles underneath. Power-operated paper towel dispensers were installed on the wall as well as counter mounted power-operated soap dispensers at each sink. The current nook with rod and shelf was converted to a storage closet for supplies. All permitting for the project was done through Sarasota County.





Education Bachelor of Science, Mechanical Engineering, Cleveland State University

Certifications/Registrations Professional Engineer; FL #74491 FAA Licensed Private Pilot

Affiliations

American Society of Heating, Refrigerating and Air-Conditioning Engineers

Technical Expertise Project Management Mechanical Engineering Aviation Mechanical Systems

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Dominic Cacolici, PE

Mechanical Engineer of Record

TLC

Dominic has more than 25 years of experience as a senior mechanical engineer. He has developed a solid background and knowledge in the design of mechanical systems, which provide high efficiency and sustainability while reducing energy maintenance costs. He demonstrates excellence in project management and design of new construction and renovation of numerous project types. Dominic is actively involved in the American Society of Heating, Refrigerating and Air-Conditioning Engineers, serving as past Research Promotion Chair and Vice Chair, past Cleveland Chapter Vice President and Secretary, and on the Cleveland Chapter Board of Governors.

Representative Projects

Sarasota Bradenton International CONRAC Facility, Sarasota, FL — Mechanical Engineer. A new state-of-the-art CONRAC with rental car storage, cleaning, automotive maintenance, and fueling activities for all rental car operators at the airport.

Sarasota Bradenton International Airport Hangars, Sarasota, FL

— Mechanical Engineer. Three hangars; two for Manatee Technical Institute's aviation mechanic training and one for tenant aircraft maintenance, includes hangar space, offices, classroom spaces, aircraft apron and employee/student parking.

Sarasota Bradenton International Airport Terminal Concourse **Expansion, Sarasota, FL** — Mechanical Engineer, Terminal expansion for eight ground boarding gates, and Concourse B hold room expansion.

Sarasota Bradenton International Airport Air Traffic Organization Office **Renovation, Sarasota, FL** — Mechanical Engineer. Renovation of HVAC and electrical services at the main terminal ticketing wing.

Punta Gorda Airport Terminal Expansion and Renovation, Punta **Gorda, FL** — Mechanical Engineer. Renovation and expansion more than doubling the size of the original terminal with the addition of four new gates, additional holdrooms for peak travel times, two new bag belts, and 400 new parking spaces. TLC's structural team utilized cast concrete panels to provide a cost-effective building method. The four new gates were constructed within six months to avoid passenger disruption during peak travel seasons.

Orlando International Airport South Terminal Complex Garage, **Orlando, FL** — Mechanical Engineer. New garage includes rental car agency counters and walkways to bridge and landside buildings.



Dominic J. Cacolici, PE (continued)

Tampa International Airport CONRAC, Tampa, FL — Mechanical Engineer. Design-Build project with 5 major components, 1200 ton Central Energy Plant, Five-level CONRAC with 4,400 ready car return spaces and multi-level quick turnaround area with fueling on each level, Automated People Mover (APM) stations at the Main Terminal, Economy Parking, Maintenance Station, and the Customer Service Building for Rental Car agencies, and provisions to support the future Atrium/HCAA Office Building through APM-3 connection and chilled water supply. Exceeds HCAA Sustainability Program, 24% Energy Savings.

Tampa International Airport Curbside Expansion Program and CEP, Tampa, FL — Mechanical Engineer. Curbside expansion at the main terminal, adding new elevated and at-grade lanes and circulation buildings for both the Blue and Red sides of the terminal. Designed a new 4800-ton central energy plant for the main terminal including all connecting lines from the CEP building to the main terminal and relocation of existing underground utilities. Additionally work included a new FAA parking lot, baggage claim level ceiling replacement and arrival and departure drives ceiling replacement. Exceeds HCAA Sustainability Program with a 24% energy savings.

General Aviation Terminal and Airport Office Building Improvements, Naples, FL — Mechanical Engineer. Following a study of existing conditions, phased plan to renovate the terminal includes new lobby and customer spaces in the FBO, including cafe space; renovation of the administrative offices. Exterior improvements include improved site access and landscaping, as well as covered entrance to terminal.

Nashville International Parking Garage and Authority Administration Building, Nashville, TN — Mechanical Engineer. Progressive design-build delivery of a new 3,000-vehicle parking garage and two-story airport administration building. Project is part of the authority's Vision Program to update and expand the airport. Certified LEED v4 Gold.





Education Bachelor of Science, Electrical Engineering, Clemson University

Certifications/Registrations Professional Engineer; FL #84271

Affiliations Illuminating Engineering Society, Tampa Chapter

Technical Expertise Project Management **Electrical Engineering**

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Tyler Braxmeier, PE

Electrical Engineer of Record

TLC

Tyler is a senior electrical engineer with over 12 years of experience performing electrical design and construction administration. Tyler has experience working on a variety of projects including multi-family, commercial, institutional, and federal. He has significant experience developing LEED projects and specializes in designing electrical systems that are sustainable, within budget, and highly efficient. Tyler is proficient in a variety of software including AutoCAD, Revit, SKM, and AGI.

Representative Projects

Sarasota Bradenton International CONRAC, Sarasota, FL — Electrical Engineer. A new state-of-the-art CONRAC with rental car storage, cleaning, automotive maintenance, and fueling activities for all rental car operators at the airport.

Sarasota Bradenton International Airport Hangars, Sarasota, FL — Electrical Engineer. Three hangars; two for Manatee Technical Institute's aviation mechanic training and one for tenant aircraft maintenance, includes hangar space, offices, classroom spaces, aircraft apron and employee/student parking.

Sarasota Bradenton International Airport Terminal Concourse Expansion, Sarasota, FL — Electrical Engineer. Terminal expansion for eight ground boarding gates, and Concourse B hold room expansion.

Sarasota Bradenton International Airport Air Traffic Organization Office **Renovation, Sarasota, FL** — Electrical Engineer. Renovation of HVAC and electrical services at the main terminal ticketing wing.

General Aviation Terminal and Airport Office Building Improvements, Naples, FL — Electrical Engineer. Following a study of existing conditions, phased plan to renovate the terminal includes new lobby and customer spaces in the FBO, including cafe space; renovation of the administrative offices. Exterior improvements include improved site access and landscaping, as well as covered entrance to terminal.

Tampa International Airport Airside A and E TSA Screening Expansion **Study, Tampa, FL** — Electrical Engineer. Study to Identify required building engineering improvements, including requirements for additional conditioned space to accommodate the queuing area and TSA screening equipment. Up to three concepts evaluated, including order of magnitude cost and schedule estimates.



Tyler Braxmeier, PE (continued)

Tampa International Airport Biometric Gates Tampa, FL — Electrical Engineer, Power connections to 10 new Blometric card reader gates. The design services associated with this will include the design of electrical service (cabling and conduit), and panel modification associated with the electrical requirements for the Easier Skylane Access Gate with Biometric face detection technology to support the US exit program.

Tampa International Airport Common/Shared Use Passenger Processing Systems Phase 3, Tampa, FL — Electrical Engineer. Lowvoltage infrastructure modifications to expand the common/shared use passenger processing systems (C/SUPPS). Upgrade to gates include installation of new electrical and data outlets at existing ticket counters, gate counters, and podiums along with installation of new flight information display monitors for gates ASC, ASA, ASF, and ASE.

Tampa International Airport Airside C Hold Room, Tampa, FL — Electrical Engineer, Modifications of a hold room which required to accommodate reclassification of an adjacent space.

Sarasota Memorial Healthcare System Venice Campus Review Inspection, Venice, FL — Electrical Engineer. Construction document plans examination and inspections for the construction of a new tertiarycare campus, including a 110-bed hospital and related support space, 400-car parking deck, 60,000 square-foot medical office building, and a 25,000 square-foot central energy plant. This project received the 2022 ENR Southeast, Award of Merit, Health Care.





Education Bachelor of Science, Mechanical Engineering, University of Central Florida

Certifications/Registrations Engineering Intern; FL #1100019059 Certified in Plumbing Designer

Affiliations

American Society of Heating, Refrigerating and Air-Conditioning Engineers

American Society of Plumbing Engineers Society of Fire Protection Engineers

Technical Expertise Project Management Mechanical Engineering Fire Protection Design Plumbing Design

Sarasota Manatee Airport Authority Professional Planning and Consulting Services to Prepare a Master Parking Plan RFQ-01-2022-MPP

Reynaldo Miller, EI, CPD

Fire Protection/Plumbing Designer

TLC

Reynaldo has experience in all phases of plumbing construction and has an excellent understanding of fire protection and life safety design. He is well versed in the International Building Code, Energy Code, Plumbing Code, Fuel Gas Code, National Fire Protection Association code, and Americans with Disabilities Act (ADA) Accessibility Guidelines. Reynaldo is a detail-oriented professional who always extends his fullest efforts to satisfy his clients. .

Representative Projects

Sarasota Bradenton International CONRAC, Sarasota, FL — Plumbing/ Fire Protection Designer, A new state-of-the-art CONRAC with rental car storage, cleaning, automotive maintenance, and fueling activities for all rental car operators at the airport.

Sarasota Bradenton International Airport Hangars, Sarasota, FL — Plumbing/Fire Protection Designer. Three hangars; two for Manatee Technical Institute's aviation mechanic training and one for tenant aircraft maintenance, includes hangar space, offices, classroom spaces, aircraft apron and employee/student parking.

General Aviation Terminal and Airport Office Building Improvements, Naples, FL — Plumbing/Fire Protection Designer. Following a study of existing conditions, phased plan to renovate the terminal includes new lobby and customer spaces in the FBO, including cafe space; renovation of the administrative offices. Exterior improvements include improved site access and landscaping, as well as covered entrance to terminal.

Tampa International Airport Airside A and E TSA Screening Expansion **Study, Tampa, FL** — Plumbing/Fire Protection Designer. Study to identify required building engineering improvements, including requirements for additional conditioned space to accommodate the queuing area and TSA screening equipment. Up to three concepts evaluated, including order of magnitude cost and schedule estimates.

Tampa International Airport Skycenter One Peer Review, Tampa,

FL — Plumbing/Fire Protection Designer. Skycenter One is a ninestory class A/A+ office building with a six-story connected garage. TLC provided a multiphase peer review that included a review of all MEP and technology systems and their ability to support the proposed tenant upfit of floors 3-S as well as a review of MEP and technology systems for common spaces on level 1 and for other tenant spaces on floors 1-2 and 6-9 in a single and multi-tenant configuration. TLC also provided the Tenant Improvement Equipment sizes and capacities for planning and coordination of the core mechanical room and equipment platform location above the loading dock. The facility has earned Target LEED Silver certification.



Rey Miller, El, CPD (continued)

Tampa International Airport Curbside Expansion Program and CEP, **Tampa, FL** — Plumbing/Fire Protection Designer. Curbside expansion at the main terminal, adding new elevated and at-grade lanes and circulation buildings for both the Blue and Red sides of the terminal. Designed a new 4800-ton central energy plant for the main terminal including all connecting lines from the CEP building to the main terminal and relocation of existing underground utilities. Additionally work included a new FAA parking lot, baggage claim level ceiling replacement and arrival and departure drives ceiling replacement. 2022, ENR Southeast, Best Project, Airport/Transit. This project was awarded the 2022 FDOT Commercial Service Airport Project of the Year.

Bradenton City Centre Garage, Bradenton, FL - Plumbing/Fire Protection Designer. The City Centre Garage is four levels and includes approximately 530 parking spaces, public restroom space, 7,500 square foot Chamber of Commerce space and a 4,000 square foot retail shell space. The garage design has an exterior ramp to the second level, and then use sloped floor parking ramps to the remaining floors. The exterior as the facade is designed to blend into the fabric of the city and make a bold statement.

Naples Playhouse Parking Garage, Naples, FL — Plumbing/Fire Protection Designer. Design with high quality, long-term durability and low maintenance that withstand high humidity and salty air. Includes an electronic counter system to indicate the number of available spaces and when capacity is full. Help determine Scenery/Production shop feasibility on east side of the garage, up to 2-stories and 5,000 SF, to be leased to Gulfshore Playhouse. Beautiful, safe, pedestrian walkways, lighting, and landscaping with camera surveillance systems. Structure to serve as a refuge of last resort during an emergency such as a hurricane. Accommodate future electric vehicle charging capability throughout the garage (also says to be located on 2nd level). Accommodate future gate arm(s) and ticket booths if deemed desirable.





Education Master of Business Administration and Management, La Universidad Icesi,

Bachelor of Science, Electrical and Electronics Engineering, Pontificia Universidad Javeriana

Certifications/Registrations
Registered Communications Distribution
Designer

Certified Technology Specialist — Design

Affiliations BICSI, Member

Technical Expertise
Project Management
Technology Design
Electrical Design
Communications Design

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Santiago Beron, RCDD, CTS-D

Technology Consultant

TLC

Santiago has 31 years of electronic systems and electrical design experience specifically for airports, courthouses and public buildings. Santiago is skilled in bids and submittal preparation, project management; design and implementation of CCTV systems, access control systems, video walls, structured cabling system, audio/visual systems, Ethernet network design and Common-Use infrastructure.

Representative Projects

Sarasota Bradenton International Airport Master Signage Plan, Sarasota, FL — Technology Project Manager. Signage Master Plan includes assistance with digital signage, design and construction of video wall and information booth.

Sarasota Bradenton International Airport CONRAC, Sarasota, FL — Technology Project Manager. A new state-of-the-art CONRAC with rental car storage, cleaning, automotive maintenance, and fueling activities for all rental car operators at the airport.

Sarasota Bradenton International Airport Hangars, Sarasota, FL — Technology Project Manager. Three hangars; two for Manatee Technical Institute's aviation mechanic training and one for tenant aircraft maintenance, includes hangar space, offices, classroom spaces, aircraft apron and employee/student parking.

Tampa International Airport Digital Signage and Wayfinding Standards Manual, Tampa, FL — Technology Project Manager. Master plan guidelines for signage includes electronic signage for airport.

Tampa International Airport Remote Garage Phase II, Tampa, FL — Technology Project Manager. New six-story parking garage with 5,600 vehicle spots.

Tampa International Airport PARCS Replacement, Tampa, FL— Technology Project Manager. Replacement of the Parking Access and Revenue Control System for the Economy, Long, and Short Term parking garages with peer review only.

Tampa International Airport CONRAC, Tampa, FL — Technology Project Manager. Design-Build project with 5 major components, 1200 ton Central Energy Plant, Five-level CONRAC with 4,400 ready car return spaces and multi-level quick turnaround area with fueling on each level, APM stations at the Main Terminal, Economy Parking, Maintenance Station, and the Customer Service Building for Rental Car agencies, and provisions to support the future Atrium/HCAA Office Building through APM-3 connection and chilled water supply. The facility exceeds HCAA's sustainability program with 24% energy savings.

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Santiago Beron, RCDD, CTS-D (continued)

Southwest Florida International Airport. CCTV Surface Parking, Fort Myers, FL — Technology Project Manager. Closed-circuit TV monitoring system for public and employee surface parking areas.

Tampa International Airport Curbside Expansion Program and CEP, Tampa, FL — Technology Project Manager. Curbside expansion at the main terminal, adding new elevated and at-grade lanes and circulation buildings for both the Blue and Red sides of the terminal. Designed a new 4800-ton central energy plant for the main terminal including all connecting lines from the CEP building to the main terminal and relocation of existing underground utilities. Additionally work included a new FAA parking lot, baggage claim level ceiling replacement and arrival and departure drives ceiling replacement. 2022, ENR Southeast, Best Project, Airport/Transit. This project was awarded the 2022 FDOT Commercial Service Airport Project of the Year.

Punta Gorda Airport Terminal Expansion and Renovation, Punta Gorda, FL — Technology Project Manager. Renovation and expansion more than doubling the size of the original terminal with the addition of four new gates, additional holdrooms for peak travel times, two new bag beits, and 400 new parking spaces. TLC's structural team utilized cast concrete panels to provide a cost-effective building method. The four new gates were constructed within six months to avoid passenger disruption during peak travel seasons.

Tallahassee Memorial Hospital Garage Entry Renovations, Tallahassee, FL — Technology Project Manager. Miscellaneous renovations of the main parking garage included structured cabling for all low voltage systems, security system design including CCTV and card access, and low voltage infrastructure design for replacement of revenue controls and atrium area.



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Education Master of Civil Engineering, Georgia Institute of Technology

Bachelor of Science, Civil Engineering, Georgia Institute of Technology

Certifications/Registrations Professional Engineer; FL #34966 Professional Engineer; GA Professional Engineer; TN

Affiliations American Society of Civil Engineers Aircraft Owners and Pilot Association Florida Airports Council

Technical Expertise
Geotechnical and Materials Engineering
Water Resources Engineering
Project Management
Construction Administration

Scott T. Brady, PE

Stormwater Engineering

EGS

Scott has over 43 years of experience in civil engineering, emphasizing public sector projects. More than 34 years of his total experience is focused on airport projects, which includes assignments as program manager, project engineer, and consultant. His varied engineering functions have included engineering analysis, design documents preparation, permitting, cost estimating, CPM scheduling, bid analysis, grant assistance, field observation, construction claims evaluation and resolution, forensic engineering, expert testimony, research and instruction. He has worked on over 175 airport projects at over 50 airports. These have been located in 11 states in four FAA regions, with a concentration in the FAA Southern Region.

Scott has extensive experience focused on geotechnical and water resources engineering. In these practice areas he has completed over 300 projects in the Southeast and Mid-Atlantic states ranging from small structures and drainage systems to nuclear plants and major rivers. Specific projects have included soil construction and stabilization, pavements, slope stability, retaining structures, seismic soil-structure interaction, sinkhole studies, shallow and deep foundations, hazardous materials remediation, well fields, dams, bridge hydraulics, floodplains and water quality studies.

In 2012, Scott was co-recipient of a Corporate Eagle Award from the Florida Airports Council for his contributions toward Florida's stormwater legislation. Scott was the program manager/technical program manager for all phases of the Florida statewide airport stormwater study done by FDOT with FAA funding. His role within that project included technical evaluations of the data collected and authoring, co-authoring and/or editing reports, manuals, Florida Administrative Code rule language and legislative language from the study. His most important role for the project was to coordinate and bring together six state and federal agencies with diverse charters, goals and objectives that resulted in the current rule and potentially upcoming rules for airport water management.

Representative Projects

Sarasota Bradenton International Airport, Stormwater Management System - Planning, Design, Permitting, and Construction, Sarasota, FL — Project Manager. This project reduced/modified ponds that were attractants for hazardous wildlife thereby improving safety while allowing approximately 111 acres of aviation business development consisting of aprons, taxilanes, hangars and offices, access roads and parking, thus increasing airport revenue. This is about 55 acres greater than would otherwise be available using presumptive design criteria. The improvements also reduce flooding impacts in the surrounding area and



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Santiago Beron, RCDD, CTS-D (continued)

are based on alternative design criteria developed and tested at the FAA Demonstration Pond completed at Naples Municipal Airport as part of a larger construction project. The project also used information from the Statewide Airport Stormwater Study and Rule 62-330.449 Florida Administrative Code based on that study. The work was concentrated in North Quad Option 2 and West Quad Option 2. The project also replaced failed pipes in parts of the system.

Naples Airport, Taxiway A and Water Management System Improvement Planning, Design, Construction, and Post Construction Monitoring, Naples, FL — Program Manager and Civil Engineer of Record. Extension of Taxiway A to Runway 23 threshold and state-ofthe-art water management system modifications and improvements. It included FAA and FDOT grant assistance and coordination, master drainage planning, pre-project water quality monitoring, pre-project wildlife monitoring, site specific Computational Fluid Dynamics modeling, system improvement design, Construction Safety and Phasing Plans (CSPP), permitting with the jurisdictional agencies, construction of crenellations/baffles in existing ponds, design and construction of automated monitoring systems for water quality and quantity, coordination with stakeholders including FAA, FDOT, the FDEP, and the 5 Water Management Districts (WMDs), Ancillary work included aerial topographical surveys, creating a GIS for the project, and public outreach. The final monitoring results were incorporated into the Florida Statewide Airport Stormwater Study Best Management Practices documents.

Florida Department of Transportation, 2021 Statewide Airport **Stormwater Study Phase 1, Tallahassee, FL** — Program Manager. Includes re-establishing the stakeholder committee (FDOT, FDEP, Southwest, South, and St. John's River Water Management Districts, FAA) from the previous Statewide Airport Stormwater Study from 2013 to assure regulatory acceptance and guide the program to meet the needs of environmental protection and airport safety, conducting an awareness campaign targeted to airports and consultants to highlight what is already available, what is in progress, and at the conclusion of the project, to present the full set of water management options.

AGENDA ITEM NO. 6.2 & 6.3

SARASOTA MANATEE AIRPORT AUTHORITY JANUARY 30, 2023, REGULAR MEETING STAFF NARRATIVE

REQUEST FOR APPROVAL: RESOLUTION NO. 2022-06 AMENDED SETTING MAXIMUM DAILY VEHICLE PARKING FEES

EXECUTIVE SUMMARY: Requesting approval to Amend Resolution No. 2022-06 Setting Maximum Daily Vehicle Parking Fees.

NARRATIVE: Passenger traffic at the Airport has increased significantly over the last two years and has put a strain on the Airport's vehicle parking infrastructure. In response, the Airport Authority has increased the number of vehicle parking spaces utilizing expanded temporary facilities as well as awarding contracts totaling \$7,582,344 for new surface facilities at the Airport which will increase total availability from 2,439 spaces to 4,428 spaces. At the same time, the Airport Authority's costs to furnish, operate and maintain the vehicle parking lots at the Airport has also increased significantly due to additional shuttles, employees, and management personnel. In addition, the increase in demand for vehicle parking at the Airport has greatly impeded access to the Short-Term Parking Lot for the convenient pickup and drop-off of passengers at the Airport.

To recover in part the increased costs to furnish, operate and maintain the vehicle parking lots at the Airport, amortize capital improvement costs, and to improve access to the Short-Term Parking Lot for the convenient pickup and drop-off of passengers at the Airport, Staff recommends that the Airport Authority reset the Maximum Daily Vehicle Parking Fees for all vehicle parking lots at the Airport.

A summary of the Airport's existing and proposed Maximum Daily Vehicle Parking Fees are as follows.

EXISTING RATES

PROPOSED RATES

<u>Short Term</u> 0–40 minutes Each addl. 20 minutes Daily Maximum	\$2 \$2 \$19	Short Term 0–40 minutes Each addl. 20 minutes Daily Maximum	\$2 \$2 \$25
Long Term 0–40 minutes Each addl. 20 minutes Daily Maximum	\$2 \$2 \$15	<u>Long Term</u> 0–40 minutes Each addl. 20 minutes Daily Maximum	\$2 \$2 \$16
<u>Shade Parking</u> 0-40 minutes Each addl. 20 minutes Daily Maximum	\$2 \$2 \$15	Shade Parking 0-40 minutes Each addl. 20 minutes Daily Maximum	\$2 \$2 \$16
Overflow Lot A 0-40 minutes Each addl. 20 minutes Daily Maximum	\$2 \$2 \$13	Overflow Lot A 0-40 minutes Each addl. 20 minutes Daily Maximum	\$2 \$2 \$14

Remote Lot B, C, D & E Daily Maximum	\$10	Remote Lot B, C, D & E Daily Maximum	\$11
<u>Discount Lot</u> Daily Maximum	\$5	<u>Discount Lot</u> Daily Maximum	\$6

Staff recommends the Airport Authority approve Resolution 2022-06 Amended to reset the Maximum Daily Vehicle Parking Fees for all vehicle parking lots at the Airport, effective February 1, 2023, as presented.

RECOMMENDATION: It is hereby recommended that the Sarasota Manatee Airport Authority approve Resolution No. 2022-06 Amended, to reset the Maximum Daily Vehicle Parking Fees at the Airport, effective February 1, 2023, as presented.

ATTACHMENT: Resolution No. 2022-06 Amended, dated January 30, 2023.

RESOLUTION NO. 2022-06 AMENDED

SARASOTA MANATEE AIRPORT AUTHORITY RESOLUTION AMENDING FISCAL YEAR 2023 BUDGET MAXIMUM DAILY PARKING FEES

WHEREAS, the Sarasota Manatee Airport Authority (hereinafter "Authority"), is a body politic and corporate, created by Chapter 2003-309, Laws of Florida, and is the owner and operator of the Sarasota Bradenton International Airport (hereinafter "Airport"); and

WHEREAS, The Airport Authority Enabling Act, authorizes and empowers the Authority to fix and revise from time to time and collect rates, fees, and other charges for the use of or for the services furnished by any Airport facilities; and

WHEREAS, on September 26, 2022, the Authority adopted Resolution No. 2022-06, approving the fiscal year budget commencing October 1, 2022, and ending September 30, 2023, and establishing rates and charges, including public parking rates; and

WHEREAS, in response to the rapid increase in passenger traffic and the demand for vehicle parking at the Airport, the Airport Authority provided additional long-term vehicle parking at the Airport, that increased the Airport Authority's costs to furnish, operate and maintain the vehicle parking lots at the Airport; and

WHEREAS, the increase in demand for vehicle parking at the Airport has further impeded access to the Short-Term Parking Lot for the convenient pickup and drop off of passengers at the Airport; and

WHEREAS, the Airport Authority desires by this Resolution to reset the Maximum Daily Parking Fees for all vehicle parking lots at the Airport to recover in part the increased costs to furnish, operate and maintain the vehicle parking lots and to improve access to the Short-Term Parking Lot for the convenient pickup and drop-off of passengers at the Airport;

NOW, THEREFORE, BE IT RESOLVED, that:

- Commencing February 1, 2022, the public parking rates set forth in Section 6 of Resolution No. 2022-06 are amended by increasing the Maximum Daily Parking Fees for all vehicle parking lots, except the Short-Term Lot, One Dollar (\$1.00) per day to: a) Long-Term Lot at Sixteen Dollars (\$16.00) per day, b) Shade Parking Lot at Sixteen Dollars (\$16.00) per day, c) Overflow Lot A at Fourteen Dollars (\$14.00) per day, d) Overflow Lots B, C, D, & E at Eleven Dollars (\$11.00) per day, and e) Discount Lot at Six Dollars (\$6.00) per day.
- 2. Commencing February 1, 2023, the public parking rates set forth in Section 6 of Resolution No. 2022-06 are amended by increasing the Maximum Daily Parking Fee for the Short-Term Lot to Twenty-Five Dollars (\$25.00) per day.
- 3. The provisions of this Resolution are severable, and if any court of competent jurisdiction shall hold any of its provisions unconstitutional, the decision of such court shall not affect or impair any of the remaining provisions.

SMAA121522r

Adopted this 30 th day of January 2023.	
	SARASOTA MANATEE AIRPORT AUTHORITY
	Chairman
ATTEST:	
Secretary	

AGENDA ITEM NO. 6.4

SARASOTA MANATEE AIRPORT AUTHORITY JANUARY 30, 2023 REGULAR MEETING STAFF NARRATIVE

REQUEST FOR APPROVAL: SMAA RESOLUTION 2023-01, AUTHORIZING THE PRESIDENT, CHIEF EXECUTIVE OFFICER TO EXECUTE CERTAIN LEASES, CONTRACTS, AND GRANT AGREEMENTS

EXECUTIVE SUMMARY: Staff requests the Board approve Resolution 2023-01, which is submitted annually for approval. The Resolution authorizes the President, Chief Executive Officer to execute certain leases, contracts, and grant agreements.

NARRATIVE: Since 2004, the Board has authorized the President, CEO to execute certain leases, contracts, and grant agreements without prior Board approval. In 2019, the Board granted the same authority to the Executive Vice President, Chief of Staff, in the absence of the President, CEO.

The authority granted to the President, CEO includes:

- any Lease in which the Authority will be the landlord, and which has a term that does not exceed one year.
- any Contract whose primary purpose is to generate income to the Authority, and which has a term of one year or less.
- any Lease or Contract intended to generate less than \$50,000 in income to the Authority, and which has a term that does not exceed five years.
- any Contract for the procurement by the Authority of commodities, contractual services, or construction works having a value of less than \$150,000.
- any Contract for interagency coordination among law enforcement agencies or emergency responders.
- any Grant Agreement whereby the Federal Aviation Administration (FAA); the Transportation Security Administration (TSA); the State of Florida Department of Transportation (FDOT); the Southwest Florida Water Management District (SWFWMD); Manatee or Sarasota Counties; or any other governmental agency offers to pay the allowable costs of any airport improvement project ("Project") including, without limitation, such agreement that imposes a monetary obligation on the Authority to participate in the costs of the Project.

Additional conditions can be found within the Resolution.

Resolution 2023-01 contains no material changes from the most-recently adopted Resolution 2021-01, which was approved at the November 22, 2021 Board Meeting.

RECOMMENDATION: It is hereby recommended that the Sarasota Manatee Airport Authority approve Resolution 2023-01, authorizing the President, Chief Executive Officer (or in his absence the Executive Vice President, Chief of Staff) to execute certain leases, contracts, and grant agreements.

Attachment: Resolution 2023-01

RESOLUTION 2023-01

SARASOTA MANATEE AIRPORT AUTHORITY

Resolution No. 2023-01

AUTHORIZING PRESIDENT, CHIEF EXECUTIVE OFFICER TO EXECUTE CERTAIN LEASES, CONTRACTS AND GRANT AGREEMENTS

WHEREAS, the Sarasota Manatee Airport Authority (the "Authority") is a body politic and corporate created by Chapter 2003-309, Laws of Florida, as amended (the Enabling Act"); and

WHEREAS, the Authority owns and operates the Sarasota Bradenton International Airport (the "Airport"); and

WHEREAS, pursuant to subsections 5. (5) and (6) of the Enabling Act, the Authority is authorized and empowered to enter into certain leases ("Leases") as lessor of any airport facilities; and

WHEREAS, pursuant to subsection 5. (13) of the Enabling Act, the Authority is authorized and empowered to make and enter into all contracts and agreements ("Contracts") necessary or incidental to the performance of its duties and the execution of its powers under the Enabling Act; and

WHEREAS, pursuant to subsection 5.(14) of the Enabling Act, the Authority is authorized and empowered to accept grants ("Grant Agreements") for materials or property of any kind for any airport facilities from any federal or state agency, political subdivision, or other public body or from any private agency or individual, upon such terms and conditions as may be imposed, and to enter into contracts and grant agreements with the Federal Aviation Administration, or any successor or successors thereof, and with the State of Florida or any of its agencies, in the capacity of sponsor or cosponsor of any airport development project involving the acquisition, construction, reconstruction, improvement, extension, enlargement, or equipment or any airport facilities owned or operated by the Authority, pursuant to any federal or state law providing for aid to airports; and

WHEREAS, the Authority desires to delegate to its executive director, who is designated as "President, Chief Executive Officer," or, in his absence, the Executive Vice President/Chief of Staff, of the Airport, the authority and power to execute on behalf of the Authority, certain Leases, Contracts, and Grant Agreements, provided that the Lease, Contract or Grant Agreement is one to which the Authority may otherwise legally bind itself;

NOW, THEREFORE, BE IT RESOLVED that the **Sarasota Manatee Airport Authority** hereby authorizes and empowers the President/CEO, or, in his absence, the Executive Vice President/Chief of Staff, of the Sarasota Bradenton International Airport to execute, on behalf of the Authority:

- (1) any Lease in which the Authority will be the landlord, and which has a term that does not exceed one year;
- (2) any Contract whose primary purpose is to generate income to the Authority, and which has a term of one year or less;
- (3) any Lease or Contract intended to generate less than \$50,000 in income to the Authority, and which has a term that does not exceed five years;
- (4) any Contract for the procurement by the Authority of commodities, contractual services, or construction works having a value of less than \$150,000;

- (5) any Contract for interagency coordination among law enforcement agencies or emergency responders; or
- (6) any Grant Agreement whereby the Federal Aviation Administration (FAA); the Transportation Security Administration (TSA); the State of Florida Department of Transportation (FDOT); the Southwest Florida Water Management District (SWFWMD); Manatee or Sarasota Counties; or any other governmental agency offers to pay the allowable costs of any airport improvement project ("Project") including, without limitation, such agreement that imposes a monetary obligation on the Authority to participate in the costs of the Project, under the following conditions:
 - a. The Project is listed in the Authority's current capital projects budget or joint automated capital improvements plan, or the Project has otherwise been authorized by prior Board action; and the official executing the agreement provides the granting agency with a separate certificate attesting to the same; and
 - b. The form and standard terms and conditions of the grant offer do not differ materially from those previously accepted by the Board.

Provided, however, that nothing herein shall authorize the execution of a Lease, Contract or Grant Agreement to which the Authority may not otherwise legally bind itself.

PASSED AND ADOPTED this 30th day of January 2023.

	Sarasota manatee airport authority
	Laffray, Laglaca, Chairman
	Jeffrey Jackson, Chairman
ATTEST:	
Robert Spencer, Secretary	

AGENDA ITEM NO. <u>6.5</u>

SARASOTA MANATEE AIRPORT AUTHORITY JANUARY 30, 2023 MEETING STAFF NARRATIVE

REQUEST FOR APPROVAL: CONSTRUCTION PHASE PROFESSIONAL SERVICES CONTRACT WITH AVCON, INC.

FOR THE GROUND TRANSPORTATION CENTER PROJECT

EXECUTIVE SUMMARY: The Ground Transportation Center (GTC) project will enlarge and improve the existing ground transportation area to better serve taxis, buses, shuttles, TNCs, and other ground transportation services. AVCON designed the GTC project and it was advertised for bidding. The low responsive bidder for the project was Magnum Builders of Sarasota, Inc., and their contract was approved at the November Board meeting for \$6,978,417.77. AVCON will provide construction phase services to support the construction. The negotiated fee for Construction Phase Services is \$163,386.34.

NARRATIVE: The existing Ground Transportation Center was developed to accommodate taxis pickup, and needs to be modified to accommodate taxis, TNCs, hotel shuttles, and limos. The old DMA will be razed, and the ground transportation center will expand into the DMA area. The ground transportation center will include covered pickup lanes, protected pedestrian walkways, lighting, a driver's lounge with restrooms, security, and technology for access and control. In addition, the bus/transit stop will be relocated and upgraded.

AVCON will provide the construction phase services throughout the 365-calendar day construction duration at a cost of \$163,386.34. Staff has received a 50/50 FDOT funding grant for the costs of the project.

RECOMMENDATION: It is hereby recommended that the Board authorize the Chairman to execute a construction phase services contract with AVCON in the amount of \$163,386.34, with a 10% contingency for a total budget of \$179,724.97.

ATTACHMENTS: Contract, scope & fee

SECOND AMENDMENT

TO

CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES FOR THE GROUND TRANSPORTATION CENTER PROJECT BETWEEN THE SARASOTA MANATEE AIRPORT AUTHORITY AND AVCON, INC.

RE: Construction Phase Services

This Amendment entered into this _____ day of ______, 2023, by and between the Sarasota Manatee Airport Authority, hereinafter referred to as the "AUTHORITY", and AVCON, Inc. (hereinafter, referred to as "the Consultant", 5555 E. Michigan St., Suite 200, Orlando, FL, 32822). The Contract is effective on the date of execution by the Authority.

WITNESSETH

WHEREAS, the AUTHORITY has entered into an Agreement for Professional Engineering Services, dated May 24, 2021; and

WHEREAS, the AUTHORITY has entered into an Agreement for Additional Design Services, dated February 21, 2022; and

WHEREAS, it is the intent of the AUTHORITY and the CONSULTANT to amend the Scope of Services on January 30, 2023 to provide Construction Phase Services;

NOW, THEREFORE, in consideration of the foregoing and the covenants hereinafter contained, it is agreed as follows:

- Incorporation of Prior Documents: The Agreement for Professional Engineering Services, dated <u>May 24, 2021</u> is made a part hereof by reference and hereinafter collectively referred to as the "Agreement."
- 2. <u>Incorporation of Prior Documents</u>: The Agreement for Professional Engineering Services, dated <u>February 21, 2022</u> is made a part hereof by reference and hereinafter collectively referred to as the "Agreement."
- 3. <u>Scope of Services</u>: The scope and services are amended to incorporate the additional work set forth in Attachment "A" and is made a part hereof by reference and hereinafter collectively referred to as the "Agreement."
- 4. <u>Compensation</u>: The total amount of compensation for additional services as described in Attachment "A" is <u>one hundred sixty-three thousand, three hundred elghty-six dollars and thirty-four cents (\$163,386.34).</u>

The maximum fee shall be increased to \$856,584.62.

Page 1 of 4

January 2023

- 5. <u>Provision for Payment of Additional Services</u>: Payment shall be in an amount equal to the estimated percentage of completion for that task during each billing period on the project times the lump sum fee established for that task.
- 6. <u>Effect of Amendment</u>: Except as expressly amended hereby, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Second Amendment to the Agreement for Engineering Services has been executed in duplicate, by the respective parties hereto. A facsimile or electronic (including "pdf") copy of this Contract, and any amendments thereto, and any signatures thereon, shall be considered for all purposes as an original. Alternatively, such documents may be executed by electronic signatures, as determined by Florida's Electronic Signature Act and other applicable laws.

WITNESSED:	SARASOTA MANATEE AIRPORT AUTHORITY
Signature:	
By:	By: Jeff Jackson As: Chairman, SMAA
WITNESSED:	AVCON, INC.
Signature;	
Ву:	By: Sandeep Singh, P.E. As: President

SECOND AMENDMENT TO THE ENGINEERING SERVICES AGREEMENT FOR THE GROUND TRANSPORTATION CENTER BETWEEN THE SARASOTA MANATEE AIRPORT AUTHORITY Sarasota Bradenton International Airport AND AVCON, INC.

FEE SUMMARY OF CHANGES

TOTAL:	\$ 856,584.62
Amend No. 2, Construction Phase Services (January, 2023)	\$ 163,386.34
Amend No. 1, Additional Design Services (February, 2022)	\$ 65,754.00
Original Contract (May 24, 2021)	\$ 627,444.28



AVCON, INC. Engineers & Planners

5555 E. Michigan St., Suite 200 Orlando, Florida 32822 Phone: (407) 599-1122

Fax: (407) 599-1133 www.avconinc.com

January 10, 2023

Mr. Kent Bontrager, P.E. Sr. Vice President Engineering, Planning & Facilities Sarasota Bradenton International Airport 6000 Airport Circle Sarasota, FL 34243-2105

Transmittal of Scope and Fee Proposal

Construction Administration Services

Ground Transportation Center

Sarasota Bradenton International Airport

Dear Mr. Bontrager:

Reference:

Pursuant to your request, AVCON, Inc. (AVCON) is pleased to enclose Exhibit A, Consultant's Compensation Proposal and identify the scope items below to provide Construction Administration Services for the above-referenced project at the Sarasota Bradenton International Airport (SRQ). In addition to normal shop drawing reviews, RFI responses, etc. these will also include bi-weekly site observation by the Engineer.

The work is anticipated to be performed over a total of 365 calendar days to achieve substantial completion. Special attention will be required throughout the construction phase, including attending or call-in to regularly scheduled Job Coordination Meetings (JCM).

This proposal provides for the Construction Phase Services, during the construction of the project to verify fulfillment of contract requirements, and closeout documentation. The overall scope of work for the Construction Administration Services is indicated below:

AVCON TASKS

- 1. Review and advise Airport on Contractor's schedule.
- 2. Attend the Pre-Construction Conference and act as the Airport's Consultant at the Conference, in-person.
- 3. Catalog, review and approve shop drawings, samples, and other submissions as to conformance with design concept, permitting conditions, and construction documents. Incorporate Airport comments with respect to the same; Shop drawings will include all aspects of the project under AVCON responsibility, from building equipment, to access control equipment, Fiber Optic cabling, drainage piping and structures, striping, asphalt, and concrete, etc.
- 4. Provide an on-site project observation visit monthly and at key milestones of the progress, quality, and quantities of the executed work and to determine, in general, if the work is proceeding in accordance with the Contract Documents. It is assumed that 18 visits will be performed. The Consultant will not be responsible for the means, methods, techniques, sequences, or procedures of the construction selected by the Contractor(s) or the safety precautions and programs incidental to the work of the Contractor(s). The Consultant's efforts will be directed toward determining whether the completed project will generally conform to the Contract Documents. During such visits and based on on-



Mr. Kent Bontrager, P.E. Sarasota Bradenton International Airport Security System Improvements Project Proposal for Construction Phase Services January 10, 2023 Page 2 of 5



site observations, the Consultant shall keep the Airport informed of the progress of the work, shall endeavor to guard Airport against defects and deficiencies on the work of Contractor(s), and may disapprove or reject work as failing to conform to the Contract Documents.

- 5. Provide additional consultation and advice to Airport during all phases of the construction;
- 6. Attend JCMs; It is anticipated the Engineer will call-in every other meeting.
- 7. Respond to various Requests for Information (RFIs), Job Memoranda (JM), and other field prepared inquiries; Prepare and Issue Field directives.
- 8. Review Change Orders (COs) as prepared by the contractor.
- 9. Review Contractor Applications for Payment.
- 10. Attend and document substantial and final completion inspections.
- 11. Prepare Record Documents and AutoCAD files based upon information supplied by the Construction Contractor.
- 12. Review written guarantees and other closeout documents assembled by the Contractor.

SUB-CONSULTANT TASKS

Bell Engineering

- 13. Attend one pre-construction meeting, call in.
- 14. Provide general utility construction observations during the site construction phase. This includes miscellaneous site visits and meetings as necessary with Client and Contractor and attending one pressure test of the new water system piping, testing by contractor.
- 15. Perform shop drawing review of utility construction plan details designed and specified by Bell Engineering.
- 16. Respond to RFI related to utilities and provide miscellaneous coordination.
- 17. Review utility as-built drawings prepared by the Client/Contractor's surveyor and provide input to the contractor/surveyor prior to submitting the as-built drawings to Manatee County. Preparation of signed and sealed as-built plans are provided by the Client's or Contractor's surveyor.
- 18. Provide engineering certification to the governmental agencies necessary once the project is completed.
- Prepare Record Documents and AutoCAD files based upon information supplied by the Construction Contractor.

Transystems

- 20. Attendance at pre-construction meeting is not required.
- 21. Perform one site visit during construction.
- 22. Perform shop drawing review of drivers lounge and canopy plan details designed and specified by Transystems.

Transforming Today's Ideas into Tomorrow's Reality

Mr. Kent Bontrager, P.E.
Sarasota Bradenton International Airport
Security System Improvements Project
Proposal for Construction Phase Services
January 10, 2023 Page 3 of 5



- 23. Attend six JCM, call in. Attendance to be coordinated by AVCON, as needed.
- 24. Respond to RFI related to the drivers lounge and canopies and provide miscellaneous coordination.
- 25. Attend and document substantial and final completion inspections.
- Prepare Record Documents and AutoCAD files based upon information supplied by the Construction Contractor.

Apple

- 27. Attendance at pre-construction meeting is not required.
- 28. Perform one site visit during construction.
- 29. Perform shop drawing review of interior and exterior plan details designed and specified by Apple.
- 30. Attendance at JCM not required.
- 31. Respond to RFI related to the interior and exterior signage and provide miscellaneous coordination.
- 32. Attend and document substantial completion inspection.
- 33. Prepare Record Documents and AutoCAD files based upon information supplied by the Construction Contractor.

Landesco

- 34. Attendance at pre-construction meeting is not required.
- 35. Perform one site visit during construction.
- 36. Perform shop drawing review of landscape and irrigation plan details designed and specified by Landesco.
- 37. Attendance at JCM not required.
- 38. Respond to RFI related to the landscape and irrigation and provide miscellaneous coordination.
- 39. Attend and document substantial and final completion inspections.
- 40. Prepare Record Documents and AutoCAD files based upon information supplied by the Construction Contractor.

Tiera

41. Testing Services- See attached for Detailed Scope

The following will be provided by the Contractor:

- Surveying services including construction stake-out and as-built drawings.
- Testing of utility lines in accordance with Manatee County Utility Code. Signed and sealed as-built drawings in digital, paper and mylar form will be provided by the Client/Contractor surveyor for utility as-built drawings. The asbuilt drawings will be prepared in accordance with the Manatee County Utility

Mr. Kent Bontrager, P.E. Sarasota Bradenton International Airport Security System Improvements Project Proposal for Construction Phase Services January 10, 2023 Page 4 of 5



standard requirements.

Additional AVCON Scope

42. FAA Aeronautical Study and Permitting of the structural heights associated with the GTC.

It is understood that the following information will be submitted to the AVCON Aviation Planning Group:

- Number of cranes proposed to be used on the project. If these are to be mobile cranes, a diagram showing the anticipated path(s) of travel for each crane. If stationary, the latitudes and longitudes of each stationary position.
- The maximum and minimum operating heights of each crane. Will be provided.

The FAA may require that additional points be submitted to them for review. The tasks are summarized as follows:

- Submit up to 80 specific structural points and the crane(s) location and heights to the FAA for airspace analysis in the FAA Obstruction Evaluation and Airport Airspace Analysis System (FAA OE/AAA). This will constitute the submission of FAA Form 7460-1.
- Follow-up with the FAA regarding processing of the FAA Form 7460-1 and discuss any comments from the FAA.
- Provide any additional data to the FAA as may be requested through an ADD Letter.
 An ADD Letter is a letter issued by the FAA requesting additional information regarding a submitted request for airspace analysis through the FAA Form 7460-1.
- Submit to SRQ Letters of Determination received from the FAA, either letters of Determination of No Hazard to Air Navigation or Notice of Presumed Hazard.
- Work with SRQ to resolve issues raised with Determination Letters of Notice of Presumed Hazard and submit one additional structural point for each Notice of Presumed Hazard received, if any.
- Within five days of the completion of construction of each permanent structure and upon notification of same, or the dismantling of each crane, AVCON will file the FAA Form 7460-2 to indicate that each structure has been built.

If the location and/or size of any points are changed or deleted after the points have been submitted to the FAA, revised points are not part of this scope, and an additional fee will be negotiated. This scope assumes that the structural points and crane(s), if determined to be a Presumed Hazard to Navigation, will require only one additional submittal to the FAA OE/AAA.

A sum of \$1,000.00 is included for miscellaneous direct expenses, as needed.

Based on the scope identified above and the attached Exhibit A, Consultant's Compensation Proposal, we have identified a total lump sum fee of One-Hundred-and-Sixty-Three-Thousand-Three-Hundred-and-Eighty-Six and 34/100 Dollars (\$163,386.34) to complete the scope of work for Construction Phase Services. However, testing services provided by Tiera

Mr. Kent Bontrager, P.E. Sarasota Bradenton International Airport Security System Improvements Project Proposal for Construction Phase Services January 10, 2023 Page 5 of 5



will be invoiced for testing requested and performed on not to exceed basis. The enclosed spreadsheets and summary tables are provided to illustrate the basis for the fees.

AVCON, **INC**. will provide construction administration for the project, serve as intermediary with the SRQ staff, as well as provide the Record Drawing documents for the completed project.

Thank you again for the trust you have placed in us and the opportunity to serve you on this important project. We look forward to a successful project with the Airport.

Sincerely,

AVCON, INC.

Clint Pletzer, P.E.

Civil Design Manager, Transportation

cc: Rick Baldocchi, P.E.

Vice President

Sarasota Bradenion International Airport Ground Transportation Center

EXHIBIT A - CONSULTANT'S COMPENSATION PROPOSAL BREAKDOWN OF FEES AND EXPENSES- AVCON

Construction Administration Services

Position: AVCON	PRINC	PAL	PROJECT NANAGER			HOR NEER	PROJE ENGIN		CA DES	DD ONER	Çieri	ca1		TOTAL	
Rate (3-Hours):	\$21	0	\$11	16	\$1	128	510	2	\$94		\$58				Avg. Hourly
	Labor Hours	Cost	Labor Hours	Cost	Labor Hours	Cost	Labor Hours	Cost	Labor Hours	Cost	Labor Hours	Cost	Labor Hours	Cost	Rate
Construction Administration															
1 Review and Advise the Airport on Contractor's schedule	3	\$420	2	\$350	2	\$256	C	10	c	5/.	2	\$116	e	\$ 1,1420	0 1143
Prepare for and Atland the Pre-Construction Conference	c	5 9	50	\$1,750		<u>\$0</u>	c	\$0	c	\$6		\$232	14	\$ 1,9820	0 \$142
Catalog review and approve shop diswirigs, samples and either submissions as to conformance with design concept.	c	30	12	\$2,100	15	\$1,920	Ç4	\$3,966	c	\$C	48	\$2.784	172	\$ 16,600.0	0 197
4 Site Observations by the Engineer Provide monthly and at lay milestones review of the progress, quality and quantities of the avecuted over and to determine, in great all the work is proceeding in secondance with the Contract Departments.		50 K	21	\$3,675	105	\$13,440	ĸ	\$7,140		sc	c	\$0	200	\$ 25,695.0	0 \$125
5 Provide additional consultation and advice to Amort during a phases of the construction	e	\$1,260		\$1,4%	12	\$1,535	. 12	\$1,22-		\$	E	1343	4:	s 5,7£80	0 \$13:
5 AttandCall-in to XCMs	c	80	10	\$1,750	32	\$4,095	67.	\$5,30-		şı		\$0	94	\$ 11,150.0	0 \$119
7. Respond to RFIs & JVs		\$0	12	\$2,100	. 24	\$3,072	30	\$3,660	c	50	20	\$1,160		\$ 9,392.0	0 \$105
3 Review Change Orders, as applicable	c	\$1	10	\$1,750	20	\$2,560	20	\$2,040		50		\$232	. 54	\$ 6,682.0	0 \$122
9 Review Contractor's Involves	c	\$.	12	\$2,100	12	\$1,536	15	\$1,530	c	50	С	\$0	36	\$ 5,156.0	0 \$132
10 Substantial and Final Completion Inspection	c	\$0		\$1,400	22	\$2,816	27	\$2.244	c	\$7.	c	\$0	57	\$ 5,469.0	9 \$124
42 FAA Aerona Jossi Study and Permising of the structural heights		\$210	8	\$1,400	28	\$2,560	12	\$1,224	c	\$4	c	\$0	41	\$ 5,3940	9 \$132
Sub-Yotal Construction Administration	13	\$2,730	113	\$19.776	264	\$35,792	335	\$13,762		\$1	E4	\$4,872	806	\$ 84,951.0	6 \$118
Clossout		***		× 100											1
 Prepare record drawings and AutoCAD discs based upon information supplied by Construction Contractor (138 Drawings) 	c	\$5	4	\$700	12	\$1,536	14	\$1,428	50	\$4,700		\$484	60	\$ 8,828.0	0 \$100
12 Review written guarantees and other doseout documents assembled by the Contractor	C C	5.0	4	\$700	,	\$768		\$612	,	50		\$464	24	\$ 2,5440	0 \$105
			<u></u>												
Sub-Yotal Closeout		<u> </u>		\$1,400					50				112		
total Lump sum reimbursable labor:	13	\$ 2,730	121	\$ 25,178	292	\$ 38,096	351	\$ 35,802	50	\$ 4,700	100	\$ 8,800	917	S 106,30	3 8514

	AVCON	Transystems	EGS	Bell	Landesco	Tierra	Hyau	Apple	1 Otal
Construction Administration	\$ 94,931.00	\$ 15,676.00		\$ 4,950.00	\$ 2,455.00	\$ 18,014.00		\$ 9,402.80	\$ 145,427.80
Closeout	\$ 11,372.00	\$ 2,015.00		\$ 991.00	\$ 825 00			\$ 1,755.54	\$ 16,958.54
				1					
							L		
Misa. Direct Expenses	\$ 1,000 00								
Total Cost	\$ 107,303.00	\$ 17,690.00	\$ -	\$ 5,941.00	\$ 3,280,00	\$ 18,014.60	5 -	\$ 11,158.34	\$ 163,386.34

Sarasota Bradenton International Airport Ground Transportation Center

EXHIBIT A - CONSULTANT'S COMPENSATION PROPOSAL BREAKDOWN OF FEES AND EXPENSES-BELL

Construction Administration Services

Position: Bell Engineering and Consulting	PRINC	PAL.	PROJ MANA		SENIO ENGIN		PROJ ENGIJ		CAI DESIG		Cier	icai	YOYAL		
Rate (\$-Hour):	\$21	•	\$17	5	\$12	\$128		\$102		\$94		a			Avg. Hourly
	Labor Hours	Cost	Labor Hours	Cost	Labor Hours	Cost	Labor Hours	Cost	Labor Hours	Cost	Labor Hours	Cost	Labor Hours	Cost	Rate
Construction Administration														ļ	Ψ.
13 Atland one pre-construction meeting, call in.	о	\$0	2	\$360	٥	\$0	o	90		50		\$6		2 \$ 350.0	0 \$175
14. Provide general states construction observations during the site construction phase. This															-
(A Transic general using engagement recomments across the late community frame not recludes crimelinates and which and meetings as necessary with Chest and Contractor and standing one pressure test of the new vision system papers; training by contractor	1	\$210	4	\$700	4	\$512	4	\$408		\$0		\$0	1:	s 1,830.0	0 \$141
															1
 Perform shop drawing review of utility construction plan details designed and specified by Bell Engineering 	1	\$210	1	\$175		\$256	3	\$300		\$0		\$0		7 \$ 947.0	0 \$136
 Respond to RFI related to states and provide miscerameous coordination. 	1	\$210	1	\$175	1	\$126	1	\$102	0	\$0		80		\$ 6150	0 \$15-
17. Review utility se-built drawings prepared by the Clerk/Contractor surveyor and provide linguit to the contractor/surveyor prior to submitting the as-built dinnwings to Manutace Country. Preparation of styrings and sealed se-built plans are provided by the Clientin or Contractor's surveyor.		\$210	1	\$175	,	\$128	1	\$102	2	\$186		ş		\$ 603.0	0 \$134
18 Provide engineering certrication to the governmental agencies necessary once the project is completed.	0	\$0	1	\$175		\$128	1	\$102	0	\$0		\$0		3 \$ 405.0	0 \$130
Sub-Total Construction Administration	4	\$840	10	\$1,760	s	\$1,152	10	\$1,020	2	\$188		\$0	3	5 \$ 4,850.0	0 \$141
Closeout								ļ						<u> </u>	+
 Prepare record drawings and ALOCAU discs based upon information supplied by Construction Contractor. 		\$210	1	\$175		\$126	1	\$107		\$376		S/		\$ 991.0	0 \$12
Sub-Total Closeout	1	\$210	1	\$175		\$128	,	\$102	4	\$376		\$0		991.0	0 \$12
TOTAL LUMP SUM REIMBURSABLE LABOR:	6	\$ 1,050	51	\$ 1,925	10	\$ 1,280	11	\$ 1,122	j	\$ 664	Î o	1 .	4	3 \$ 6,94	1 513

Sarasota Bradenton International Airport Ground Transportation Center

EXHIBIT A - CONSULTANT'S COMPENSATION PROPOSAL BREAKDOWN OF FEES AND EXPENSES-TRANSYSTEMS

Construction Administration Services

Position: Transystems	Chief Planne Direct			Transportation Planner		hitect	Project A	Architect	Senior A (QA)					TOTAL	
Rate (\$ (Hour):	\$301	0	\$17	25	\$195 \$160			\$27	5					Avg. Hously	
	Labor Hours	Cost	Labor Hours	Cost	Labor Hours	Cost	Labor Hours	Cost	Labor Hours	Cost	Labor Hours	Cost	Labor Hours	Cost	Rate
Construction Administration								:							┼─
20 Attendance at pre-construction meeting not required.		\$6	0	\$0	c		e	\$0	0	\$0	0	\$	o	s -	#DM:01
21 Perform and site ship distriguement ration.	0	\$0	5-	\$0	6	\$1,170	0	şc	G	\$0	0	\$	6	\$ 1,170.00	\$195
Perform shop drawing review of drivers founge and canopy plan detais designed and upocified by Transystems.	2	1600	ė	\$1,000	8	\$1,560	24	\$3,600	2:	\$450	c	s	44	\$ 7,210.00	3 \$164
23. Attend four JCM, call in: Attendance to be coordinated by AVCON as needed.	2	1600	2	\$250	2	\$390	2	\$300	. 0	\$6	0	şı	8	\$ 1,540.00	\$193
 Respond to RFI related to the drivers tourge and canoples and provide miscellaneous coordination. 	ī	\$300	e	\$1,000		\$1,560	4	\$600	1	\$225	o	ţ	22	\$ 3,685.00	\$166
25.Attend and document substantial and final completion inspections.	0	\$0	o	\$6	6	\$1,570	6	\$900	G	\$0		S/	12	\$ 2,070.00	\$173
Sub-Total Construction Administration	. 6	\$1,500	18	\$2,250	30	\$5,850	36	\$5,400		\$678	ō	. \$4	92	\$ 15,676.0	\$170
Closeout								ļ					-		┼
 Prepare record drawings and AutoCAD discs based upon information supplied by Construction Contractor. 	3	\$300	4	\$500	2	\$390	4	\$600	1	\$225		*	12	\$ 2,015.00	0 \$168
Sub-Total Closeout	1	\$300	4	\$500	2	\$390		\$600	1	\$225	 	\$1	12	\$ 2,015.00	\$ 168
TOTAL LUMP SUM REIMBURSABLE LABOR:	6				32			\$ 6,000	1 4	\$ 900	o	s -	104	\$ 17,69	\$170

Sarasota Bradenton International Airport Ground Transportation Center

EXHIBIT A - CONSULTANT'S COMPENSATION PROPOSAL BREAKDOWN OF FEES AND EXPENSES - LANDESCO

Construction Administration Services

Position: Landesco		Principal Landscape I Architect		Architect/ ines	Environmental Specia		CAD/D Modeling/l		Administrativ	e/Permitting				TOTAL	
Rate (\$.Hour);	\$150	.00	\$100	1.00	\$100.	.00	\$0:	5.00	\$60	,00					Avg. Hourly
,	Labor Hours	Cost	Labor Hours	Cost	Labor Hours	Cost	Labor Hours	Cost	Labor Hours	Cost	Labor Hours	Cost	Labor Hours	Cost	Rate
Construction Administration															
												L	ļ		
			1			l						ı			
34 Attendance at pre-construction mosting not required.		\$0	0	\$0	<u>c</u>	\$0		\$4		\$4		9		\$ ·	#D(V:0)
						-						 			+
			1			ŀ				ļ					
35 Perform one site visit during construction.	c	\$0	4 4	\$400	0	\$6		\$0		\$0		9	4	\$ 400.0	0 \$100
-															
								1				1			1
								1				1			1
36. Perform shop drawing review of landscape and irrigation plan details								1							
designed and specified by Landesco.	1	\$150	1	\$100	1	\$100	<u> </u>	\$95	1	\$60		9 9	1 5	\$ 505.0	0 \$10
												ļ	ļ		+
37.Attendance al JCM not required.	0	\$0	0	\$0	0	\$0		**		\$0	<u> </u>	\$	ļ <u>.</u>	\$ -	#DIV/0
												 	₽		
 Respond to RFI related to the landscape and hrigation and provide miscellaneous coordination. 	,	\$150	ا ا	\$200	,	\$200		s s		1 50	1 .	s l	d :	\$ 5500	x0 \$110
		1,,,		****		-		1				T			
							İ								
39 Altend and document substantial and final completion inspections.	4	\$600	4	\$400		\$0		\$ \$	9	100	· · · · · ·	*	<u> </u>	\$ 1,000.0	0 \$125
								\$95	.	\$60		1 1	J	\$ 2,455.0	i0 \$112
Sub-Total Construction Administration	- 6	\$900	11	\$1,100		\$300	<u> </u>	193	 	30/	1	'1 '	******************************	2,400.0	*****
Closeout			!				 	 	 	 	 	 	 	 	-
40. Prepare record drawings and AutoCAD discs based upon						—		· · · · · ·	1	 		1	····		_
information supplied by Construction Contractor.	1	\$150	1	\$100		\$100		\$475		₩		<u>\$</u>	4	\$ 825.0	310
					l		HEA		L			ļ			
								<u> </u>	ļ			<u> </u>	{		٠
Sub-Total Closeout	1	\$150		\$100		\$100		\$470		\$0	es A MILLAND	1	<u> </u>	\$ 825.0	
TOTAL LUMP SUM REIMBURSABLE LABOR:	7	\$ 1,050	12	\$ 1,200	4	\$ 400	6	\$ 670		\$ 60	l	<u> </u>	30	\$ 3,28	0 \$10

Sarasota Bradenton International Airport Ground Transportation Center

EXHIBIT A - CONSULTANT'S COMPENSATION PROPOSAL BREAKDOWN OF FEES AND EXPENSES- APPLE

Construction Administration Services

Position: Apple	Design D	ireclor		Project Manager		Director	Art Dir	ector	Senior D	signer	Technical	Designer		TOTAL	
	\$208	29	\$163	.65	\$148.78		\$133.90		\$119.02		\$104.14				Avg. Rounty
Rale (\$7-lour):	Labor Hours	Cost	Labor Hours	Cost	Labor Hours	Cost	Labor Hours	Cost	Labor Hours	Cost	Labor Hours	Cost	Labor Hours	Cost	Rate
Construction Administration															
															+
27 Attendance at pre-construction meeting not required.	0	\$0		\$0	0	<u> </u>	٥	k		\$0	0	\$0	0	s -	#DIV/0!
												, , , ,			†
24 Perform one site visit during construction	0	\$0	6	\$932		\$0		\$0		\$0	٥	\$43	. 6	\$ 981.90	\$164
 Perform shop drawing review of Inlatter and exterior plan details designed and apocified by Apple. 		\$6		\$0	20	\$2,976		\$6				\$0	20	\$ 2,975 60	\$145
30 Attendence at JCM not required.		\$0		\$0		\$1		\$0		\$0		\$4	0	\$ -	#0///0
 Respond to RFI related to the Interfor and exterior signage and provide miscellaneous coordination. 		\$0		\$6	30	\$4,463	0	\$4		50		\$4	30	\$ 4,463.40	\$14
32 Attend and document substantial completion inspection.		\$6	6	\$982		\$4	0	\$4	0	\$6	0	\$0	6	\$ 981.90	\$16
Sub-Yotal Construction Administration	0	\$0	12	\$1,964		\$7,439		\$4	, ,	\$0		\$0	62	\$ 9,402.60	\$152
Closeaut									<u> </u>						+-
 Prepare record drawings and AutoCAD discs based upon information supplied by Construction Contractor. 		şc	2	\$327		\$595		\$(\$(8	\$830	14	\$ 1,755.54	\$12
Sub-Total Closeout		80		\$327		\$598		\$0		\$4	8	\$93	14	\$ 1,765.54	\$ \$12
TOTAL LUMP SUM REIMBURSABLE LABOR:	i	s -	1 14			\$ 8,034		1 .		\$.	8	\$ 833			

Tierra

November 8, 2022

AVCON Inc.

Attention: Mr. Rick V. Baldocchi, P.E.

rbaldocchi@avconinc.com

RE: QA/QC Construction Materials Testing Proposal

Sarasota-Bradenton International Airport (SRQ) Ground Transportation Facility Sarasota-Manatee County, Florida Tierra Proposal No: 61-22-202

Dear Mr. Baldocchi:

Tierra, Inc. appreciates the opportunity to submit the attached proposal to provide QA/QC construction materials testing services for the above-referenced project.

Project Information

The project consists of the construction of concrete and asphalt pavements and drainage. Based on our review of the information provided, the following Scope of Services is proposed. All services will be performed based on a will call, as scheduled by your duly appointed representative. Specification will be FDOT Standard Specification for Road and Bridge Construction.

Scope of Services

- Perform soil density testing including during backfill over site utilities and pavement subgrade and base course construction. Perform laboratory tests such as Standard Proctor, soil classification and LBR tests of stabilized subgrade and base. FDOT Methods are cited on plans.
- Perform field testing of the plastic properties and compression testing of concrete specimens placed in the concrete sidewalks and flume if required..
- Perform QA testing in the asphalt plant as per FDOT guidelines.
- · Prepare reports and attend meetings if required.

Please see the attached Schedule "A" for our estimate of the different services we anticipate will be required. This estimate is based our experience with similar projects; however, we expect to refine this estimate as the project nears and preconstruction meetings are scheduled.

Service Fee

An itemized breakdown of the estimates fees is attached. The actual work progress and scheduling is solely controlled by the Contractor. Tierra has no control over the final technician hours or test quantities however we will invoice for actual services provided only. We appreciate the opportunity to offer our services to your firm and we look forward to working with you on the project. Should you have any questions regarding this proposal, please do not hesitate to contact this office.

Respectfully submitted,

TIERRA, INC.

Manuel J. Valdes

Construction Services Project Manager

Attachments: Schedule of Services and Fees

SRQ Ground Transportation Center Sarasota, Florida Tierra Proposal No. 61-22-202 Page 2

CONSTRUCTION MATERIALS TESTING ESTIMATED SCOPE OF SERVICES

SOIL LABORATORY TESTING		QUANTITY	UNIT RATE	COST
I. Proctor - Standard - Pipe Backfill AASHTO T99		2	\$120.00	\$240,00
II. Soil Classification Tests (each)		2	\$200.00	\$400.00
III. Limerock Bearing Ratio (LBR) (each) FM5-515 (Base and Stabilized Subgrade)		6	\$350,00	\$2,100.00
3		SOIL LABO	RATORY TESTING	\$2,740.00
CONCRETE LABORATORY TESTING				
Compressive Strength of Concrete Cylin- ASTM C39 (4"x8" cylindrical specimens) Sidewalks & Misc Concrete	ders (per set of 5)	6	\$75.00	\$450,00
		CONCRETE LABO	RATORY TESTING	\$450,00
TECHNICAL / PROFESSIONAL SERVICES				
Engineering Technician (per hour) Includes field testing of concrete and soil, in stabilized subgrade & base courses include:		160	\$68.65	\$10,984.00
II. FDOT Asphalt Plant Inspector (per hour)		24	\$85,00	\$2,040.00
III. Project Manager (per hour) Includes report preparation, analysis and re	view	12	\$150.00	\$1,800.00
	TI	ECHNICAL / PROFES	SIONAL SERVICES	\$14,824.00
SUMMARY OF COSTS				
SOIL LABORATORY TESTING CONCRETE LABORATORY TES TECHNICAL / PROFESSIONAL S				\$2,740.00 \$450.00 \$14,824.00
MATERIAL TESTING BUDGETARY ESTIMATE				\$18,014.00



AGENDA ITEM NO. 6.6

SARASOTA MANATEE AIRPORT AUTHORITY January 30, 2023, REGULAR MEETING STAFF NARRATIVE

REQUEST FOR APPROVAL LEASE AND CONCESSION AGREEMENT WITH MITCHELL MANAGEMENT OF FLORIDA, INC.

EXECUTIVE SUMMARY: Recommending Approval of a Lease and Concession Agreement with Mitchell Management of Florida, Inc.

NARRATIVE: Passenger traffic at the Airport continues to rise and additional concessions are needed in the terminal to serve the traveling public. On September 27, 2021, the Sarasota Manatee Airport Authority ("Authority") approved a Lease and Concession Agreement with Mitchel Management of Florida, Inc. ("Mitchell Management") to develop, operate, and maintain a Jimmy John's food and beverage concession at the Airport (the "Agreement"). On November 22, 2022, the Airport Authority approved an amendment to the Agreement to provide Mitchell Management an initial five (5) year term and a five (5) renewal term at the option of the Airport Authority.

Staff is pleased with the performance by Mitchell Management to date and has identified a second location on the second floor of the Terminal, currently occupied by Host International, Inc. dba Kona Bar, available September 1, 2023, for the development of an additional food and beverage concession. To that end, Mitchell Management has proposed to lease approximately eight hundred ninety-five (895) square feet of retail space on the second floor of the terminal and approximately two hundred (200) square feet of storage space on the first floor of the terminal to develop, operate, and maintain an Arby's food and beverage concession serving breakfast, lunch, and dinner.

The proposed agreement includes an initial five (5) year term with one five (5) year renewal term at the option of the Airport Authority, an annual concession fee equivalent to the greater of a minimum annual guarantee of 85% of prior year gross receipts or a percentage payment of fourteen percent (14%) of gross receipts, compared to twelve percent (12%) for all existing food and beverage concessions at the Airport.

Based on the terms and conditions presented, the President, CEO recommends approval of the Lease and Concession Agreement with Mitchell Management of Florida, Inc.

RECOMMENDATION: It is hereby recommended that the Sarasota Manatee Airport Authority Board approve a Lease and Concession Agreement, with Mitchell Management of Florida, Inc. consistent with the terms presented.

ATTACHMENT: Proposed Lease and Concession Agreement with Mitchell Management of Florida, Inc.



LEASE AND CONCESSION AGREEMENT

SARASOTA BRADENTON INTERNATIONAL AIRPORT SARASOTA, FLORIDA

BETWEEN

SARASOTA MANATEE AIRPORT AUTHORITY

AND

MITCHELL MANAGEMENT OF FLORIDA, INC.

Effective Date: February 1, 2023

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Exhibits

- A-1 Premises Second Floor, Main Terminal
- A-2 Premises First Floor Main Terminal
- B Sworn Statement for Public Entity Crime
- C Brand, Menu, and Prices.

LEASE AND CONCESSION AGREEMENT

This Lease and Concession Agreement ("Agreement"), made and entered into this 30th day of January, 2023, by and between **SARASOTA MANATEE AIRPORT AUTHORITY**, a body politic and corporate existing under the laws of the State of Florida, hereinafter referred to as "Authority", and **MITCHELL MANAGEMENT OF FLORIDA, INC.**, a corporation organized under the laws of the State of Florid, whose principal place of business is 2311 N. Tamiami Trail, Nokomis, FL 34275, hereinafter referred to as "Concessionaire".

WITNESETH:

WHEREAS, the Authority owns and operates the Sarasota Bradenton International Airport ("Airport") located in the Counties of Sarasota, Florida and Manatee, Florida, and

WHEREAS, the Authority has constructed an airline passenger terminal ("Terminal") at the Airport to serve the needs of the traveling public; and

WHEREAS, Authority and Concessionaire are parties to that certain Lease and Concession Agreement, dated September 27, 2021, as amended, for the non-exclusive right of Concessionaire to operate and maintain a food and beverage concession in the Terminal; and

WHEREAS, Concessionaire desires the non-exclusive right to construct, operate and maintain an additional food and beverage concession in the Terminal, and

WHEREAS, Authority desires to provide Concessionaire the non-exclusive right to construct, operate and maintain an additional food and beverage concession in the Terminal to serve the increased number of passengers and guests using the Airport;

NOW THEREFORE, for in consideration of the foregoing and of the mutual covenants hereinafter contained, and other good and valuable consideration, the Parties hereto agree as follows:

ARTICLE 1 DEFINITIONS

The following words, terms, and phrases wherever used in this Agreement shall for the purpose of this Agreement have the following meaning:

- A. Agreement This Lease and Concession Agreement, and as used herein contemplates and includes the lease of space in the terminal and the right and obligation of Concessionaire to use such space to construct and operate a non-exclusive Concession, under the terms and conditions expressly set forth herein.
- B. Agreement Year- the First Agreement Year is February 1, 2023, through January 31, 2024. Each subsequent twelve (12) month period, February 1 through January 31, is another Agreement Year.
- C. Airport The Sarasota-Bradenton International Airport (SRQ), located in the City of Sarasota, Sarasota County and Manatee County, Florida, including any real property, the fee simple title to which is vested in the Authority.
- D. Authority The Sarasota Manatee Airport Authority, a special district created by the

Legislature of the State of Florida, pursuant to Chapter 91-358, Laws of Florida as amended, which owns and operates the Airport, and its administrative staff which is charged with daily operations of the Airport.

- E. Concessionaire Mitchell Management of Florida, Inc., a corporation organized under the laws of the State of Florida.
- F. Gross Revenues The total price charged to customers, exclusive of discounts received by Concessionaire in the operation of its business in the Premises, whether such merchandise, food, beverages, rentals, and services are sold directly from the Premises or at any other place within the airport, so long as the products are furnished from the Premises. The term Gross Revenues shall not include (a) sales tax collection allowance paid by the State of Florida to Concessionaire as compensation for the keeping of prescribed records and the proper accounting and remittance of state sales tax; (b) any charges on a reimbursement basis, as mutually agreed upon by Authority and Concessionaire; (c) any taxes imposed by law which are separately stated to and paid by the customer and directly payable by the Concessionaire to a taxing authority; (d) tips and gratuities, and free or compensatory meals for employees of Concessionaire; (e) proceeds from the sale of used equipment by Concessionaire; (f) any refunds made by Concessionaire to customers.
- G. Parties Shall mean Authority and Concessionaire, collectively.
- H. Premises Areas set forth in Article 3 where the business of Concessionaire may be conducted.
- 1. Terminal The passenger terminal building at the Airport serving the traveling public.

ARTICLE 2 PRIOR AGREEMENTS

This Agreement represents the complete agreement of the parties and any prior agreements or representations affecting this Agreement, whether written or oral, are hereby superseded.

ARTICLE 3 PREMISES

Concessionaire accepts all Leased Premises in "as is" condition. Authority hereby assigns Leased Premises to Concessionaire, described as follows:

- A. Second Floor, Main Terminal, Secured Area, containing approximately Eight Hundred Ninety-Five (895) square feet of contiguous space for retail operations, as depicted on Exhibit A-1 attached hereto and made a part hereof.
- B. First Floor Main Terminal, Secured Area, containing approximately Two Hundred (200) square feet of contiguous space for dry and cold storage as depicted on Exhibit A-2 attached hereto and made a part hereof.

The Leased Premises includes:

- C. Extrusions which shall include all equipment necessary to support the Concessionaire's functions, such as exhaust fans, chillers, plumbing stacks, plumbing lines impacted by Concessionaire, electrical panels, and air vents and ducts.
- D. Facades and Walls shall include the façade and/or wall separating the front of the Leased Premises from the Terminal common areas, the exact boundary is deemed to be the external face of the facade and/or wall.
- E. Seating Areas that support the food service units, and the associated furniture and fixtures, trash receptacles, condiment stands, etc.

Concessionaire shall not place or install any seating, racks, stands, merchandise displays or trade fixtures in any Airport property outside the Leased Premises without the express prior written consent of the Authority. In no event will Concessionaire engage in any activity on the Airport outside the Leased Premises for the recruitment or solicitation of business without the express prior written consent of the Authority.

ARTICLE 4 USE OF PREMISE

4.1 Concession Rights Granted.

The Authority hereby grants to Concessionaire, subject to all the terms, covenants, and conditions of this Agreement, the non-exclusive right and obligation to construct, operate and maintain a food and beverage concession. Concessionaire agrees not to undertake any use not authorized by this Agreement. The concession rights and privileges granted to Concessionaire shall be limited to the non-exclusive right to sell food and non-alcoholic beverages, hot and cold soups, salads, and sandwiches, cook to order breakfast, lunch and dinner plates, snacks, and deserts for on-site consumption, as well as packaged and prepackaged salads, sandwiches, and meals to go.

4.2 Rights Not Exclusive/Right of First Refusal.

The concession rights herein granted by the Authority to the Concessionaire during the term of this Agreement, as may be amended, shall always be non-exclusive.

4.3 Approval of Brand, Merchandise, Menu and Prices.

Concessionaire shall not conduct any other business, or sell any type of food, beverage, or logo merchandise, unless specifically authorize in writing to do so by the Authority. Concessionaire shall provide brand, menus, and prices for all items at each location. Concessionaire shall update its merchandise, menus, and prices and submit samples, photographs, or copies of each to the Authority for approval. The Authority reserves the right to approve or disapprove all brand, menu, merchandise, and prices at any location for any reason. Concessionaire's initial schedule of brand, menu items, and prices are set forth in Exhibit D. Said Schedule shall be submitted by Concessionaire to Authority on or before October 1 of each Agreement Year or as requested by Authority for approval. Any brand, menu item, merchandise or price not approved by Authority shall be immediately removed from the Premises by Concessionaire.

4.4 Office Space.

Concessionaire shall have the right to use a small portion of the Premises on the Second Floor of

the Terminal, as approved by the Authority, and the entirety of the First Floor of the Terminal for office and storage purposes. Such office and storage space shall be located out of the public view. Spaces adjacent to and visible from the public view of the Terminal shall be not used for office or storage purposes.

4.5 Hours of Operation.

Concessionaire shall keep the concession open for business beginning sixty (60) minutes prior to the first scheduled airline departure, and continuously thereafter until the last aircraft departure has left the gate, twenty-four (24) hours per day, seven (7) days per week, 365 days per year, unless otherwise approved in writing by the Authority.

4.6 Extension of Store Hours.

Concessionaire agrees to remain open beyond store hours for certain events including, but not limited to, the following:

- A. In the event of a delayed flight on the Terminal Concourse in which the concession is located, Concessionaire shall remain continuously open and provide all goods and services as required by this Agreement beyond the then current store hours for the concession locations in the affected concourse and until the delayed flight departs the gate or Authority otherwise instructs.
- B. In the event of an emergency, as determined by Authority, Concessionaire shall remain continuously open and provide all goods and services as required by this Agreement for the concessions beyond the then current store hours as instructed by Authority.

4.7 Failure to Open.

Failing to open for business with 30 minutes of the required opening time, or closing more than 30 minutes early, shall constitute a violation of this Agreement for which the Authority may assess fines in an amount of not less than \$100 per hour.

4.8 Operational Requirements.

Concessionaire must dispose of all trash, debris, and grease, in areas and containers designated by the Authority. Concessionaire may not place, leave, or permit to be placed or left in or upon any part of the common areas or corridors adjacent to the Leased Premises any garbage, debris, or refuse. The disposal of any trash, debris, or any components from Concessionaire's operation shall be subject to local, state, and federal environmental laws and regulations to include adopted code of NFPA.

ARTICLE 5 USE OF AIRPORT

Authority hereby grants to Concessionaire the following general privileges, uses and rights, all of which shall be subject to the terms, conditions, and covenants hereinafter set forth and all of which shall be non-exclusive:

A. The general use, in common with others, of all public Airport facilities and Improvements which are now, or hereafter connected with, or appurtenant to, said Airport, to be used by Concessionaire, its agents and employees, patrons, and invitees, suppliers of service,

furnishers of material, and its sublessee, if any, in connection with its operations.

For purposes of this Agreement, "Public Airport Facilities" shall include all necessary roadways, sidewalks, and/or other airport facilities appurtenant to said Airport, not specifically leased to or under the contractual control of others.

B. The non-exclusive right to ingress to and egress from the Premises and over public roadways serving the Airport for Concessionaire, its agents and employees, patrons and invitees, suppliers of service, furnishers or material, and its authorized sublessees, if any. Said right shall be subject to such laws, rules, regulations, and orders as now or may hereafter have application at the Airport.

Nothing herein contained shall be construed to grant Concessionaire the right to use any space or area which is leased to a third party, or which Authority has not leased herein. Concessionaire shall have no right or privilege to use any space or area outside of the Premises.

ARTICLE 6 TERM OF AGREEMENT

6.1 Term of Agreement.

This Agreement shall become effective upon execution by the parties hereto ("Effective Date"). The term of this Agreement shall commence on the date of receipt of a Certificate of Occupancy or initial beneficial use of the Improvements made to the Premises by Concessionaires ("Commencement Date") and shall continue uninterrupted thereafter and end five (5) years after the Commencement Date, hereinafter referred to as the "Term", unless sooner terminated in accordance with the terms and provisions hereof.

6.2 Renewal Term.

The Authority and Concessionaire (the "Parties") upon mutual written agreement, may elect to renew the Term of the Agreement for an additional five (5) years (hereinafter "Renewal Term), which Renewal Term may be exercised by the Parties during the fifth and final year of the Initial Term. The Renewal Term shall be subject to Concessionaire's compliance with all terms, covenants, and conditions of the Agreement, as may be amended, and execution of Authority's then current standard form Lease and Concession Agreement, which shall supersede this Agreement. Concessionaire shall notify Authority in writing of its desire to exercise said Renewal Term one hundred eighty (180) days prior to the expiration of the Initial Term, as amended, to the address provided in Article 47 of this Agreement. The Authority will advise Concessionaire in writing within thirty (30) days following receipt of Concessionaire's notice to Authority of the Authority's decision to exercise or disallow said Renewal Term.

6.3 Holdover Provision.

In the event Concessionaire, with Authority approval, shall continue to occupy the Leased Premises beyond the Term of this Agreement, such holding over shall not constitute a renewal of this Agreement, but shall be considered a month-to-month tenancy only incorporating all terms and conditions of this Agreement. No such holdover shall be deemed to operate as renewal or extension of the Term. Such month-to-month tenancy may be terminated by the Authority or Concessionaire by giving one hundred and eighty (180) days' written notice of said termination to the other party at any time. Concessionaire will have no rights to renew or extend the Term of this Agreement.

ARTICLE 7 CONCESSION FEE

As consideration for Concessionaire's use of the Leased Premises and the privilege of doing business at the Airport, Concessionaire shall pay Authority an annual Concession Fee equal to the greater of a Minimum Annual Guarantee (MAG) or a Percentage Payment plus applicable sales or use tax.

7.1 Minimum Annual Guarantee.

Concessionaire shall pay the Percentage Payment only for the First Agreement Year. For each Agreement Year after the First Agreement Year of the Term, a Minimum Annual Guarantee ("MAG") will be established equal to eighty-five percent (85%) of the previous Agreement Year Percentage Payments. Concessionaire shall pay the greater of the Percentage Payment or MAG. The MAG for each Agreement Year shall be paid in equal monthly installments payable in advance and without demand on or before the first day of each month during the Term of this Agreement.

7.2 Severe Decline in Enplaned Passengers.

Defined Terms:

- A. "Severe Decline in Enplaned Passengers for Three Months" shall mean that the actual enplaned passengers achieved during a one calendar month period is less than eighty percent (80%) of the actual enplaned passengers of the same one calendar month period of the previous year, and such shortfall continues for three (3) consecutive months.
- B. "Enplaned Passenger Stabilization for Two Months" shall mean the actual enplaned passengers for a particular calendar month equals or exceeds eighty percent (80%) of the actual enplaned passengers of the same month in the previous year and such threshold is achieved for two (2) consecutive months.

7.3 MAG Suspension.

If at any time during the term of the Agreement there is a Severe Decline in Enplaned Passengers for three consecutive months, then the MAG shall be suspended temporarily as follows:

- A. The MAG suspension shall be effective on the first day of the first month immediately following the Severe Decline in Enplaned Passengers for three (3) consecutive months.
- B. During such MAG suspension period, Concessionaire shall be required to pay only the Percentage Payment, unless and until the MAG is reinstated as provided below.

7.4 MAG Reinstatement.

Once there is Enplaned Passenger Stabilization for two (2) consecutive months, the MAG shall be reinstated, and will continue unless and until there is another Severe Decline in Enplaned Passengers for three (3) consecutive months, as follows:

- A. Such MAG reinstatement will be effective on the first day of the month following an Enplaned Passenger Stabilization for two consecutive months.
- B. In the event the MAG is reinstated after the commencement of an Agreement Year, or other length of time for annual gross revenue accumulation, specified in the Agreement (i.e., a new MAG is established for that Agreement Year), the MAG will be pro-rated accordingly.

7.5 Percentage Payment.

The percentage payment shall be the sum of (i) Fourteen Percent (14%) of gross revenues which Concessionaire must pay from the sale of food and non-alcoholic beverages.

7.6 Monthly Statements and Fee Payments.

Concessionaire shall submit to the Airport by the 20th day of the second month of the Term hereof, and each succeeding month of the Term hereof, an accurate statement of Gross Revenues of the preceding month, and simultaneously therewith shall pay Airport an amount by which the Percentage Payment of the preceding month exceeds one-twelfth (1/12) of the MAG. The statement shall be signed and certified by an executive officer properly authorized to certify the statement on behalf of Concessionaire.

If, at the end of each Agreement Year of the Term, the aggregate payments made shall exceed the greater of the MAG or the Percentage Payment during such Agreement Year, the excess balance shall be credited to Concessionaire's account and applied against the next succeeding monthly payment as determined by the reconciliation of concession fee payments, defined in Article 9. Upon expiration of this Agreement, any credit balance due shall be reimbursed to Concessionaire.

7.7 Commencement of MAG and Fee Payments.

In exchange for Concessionaire's completion of Authority's Improvements, required in Article 15.5, herein, and the commencement of Concessionaire's operations, granted herein, Authority agrees to exclude Concessionaire's obligation to pay MAG Payments and Percentage Payments, required in Article 7.1 and Article 7.5, respectively, prior to reimbursement by Authority to Concessionaire for Concessionaire's costs to make Authority's improvements, which costs are subject to Authority's approval.

7.8 Failure to Pay MAG and Fee Payments.

In the event Concessionaire fails to make timely payment of any fees, charges, and payments due and payable in accordance with the terms of this Agreement within fifteen (15) days after same shall become due and payable, interest at the maximum rate allowed by law shall accrue against the delinquent payment from the date due until the date payment is received by Authority. Notwithstanding the foregoing, Authority shall not be prevented from terminating this Agreement for default in the payment of fees, charges, and payments due to Authority pursuant to this Agreement, or from enforcing any other provisions contained herein or implied by law.

7.9 Premises Rent.

As consideration for the First Floor Main Terminal, Secured Area, Concessionaire shall pay to Authority the then current "Signatory Airline Terminal Rental Rate" per square foot established by

Authority effective October 1st each year by Authority, plus applicable sales tax (hereinafter referred to as "Premises Rent"). Premises rent will be paid by Concessionaire to Authority in equally monthly installments, in advance and without demand, beginning on the commencement Date and the first day of each month thereafter throughout the Term of this Agreement.

7.10 Service Charge on Worthless Checks.

In the event Concessionaire delivers a worthless check or draft to Authority in payment of any obligation arising under this Agreement, Concessionaire shall incur a service charge of Fifty Dollars (\$50.00) or five percent (5%) of the face amount of such check, whichever is greater; or, if Florida Statute Sec. 832.07 is amended, such other fee as shall be set by said statute.

7.11 Revenue Reports and Submittal of Payments.

Concessionaire shall forward all payments required by this Agreement to the following address:

Finance Department Sarasota Manatee Airport Authority P.O. Box 550064 Tampa, Florida 33655-0064

All other reports, including the Statement of Gross Receipts shall be addressed as indicated in the Article entitled "Notices and Communications" in this Agreement.

ARTICLE 8 Security for Payment

8.1 Surety Options.

To provide security for the fees and charges, and performance required hereunder, Concessionaire shall comply with one of the following two (2) options:

- A. Post with Authority a surety bond to be maintained throughout the term of this Agreement in an amount equivalent to three (3) months of Concessionaire's estimated Percentage Payments from this Agreement or Fifty Thousand and 00/100 Dollars (\$50,000.00), whichever is greater. Such bond shall be issued by a surety company acceptable to Authority and authorized to do business in the State of Florida and shall be in the form and content acceptable to the Authority, or
- B. Deliver to Authority an irrevocable letter of credit in the amount equivalent to three (3) months of Concessionaire's estimated Percentage Payments from this Agreement or Fifty Thousand and 00/100 Dollars (\$50,000.00), whichever is greater, drawn in favor of the Authority upon a bank that is satisfactory to Authority, which is authorized to do business in the State of Florida. The letter of credit shall be kept in force throughout the term of this Agreement and shall be in the form and content acceptable to the Authority. Said Surety Bond or Irrevocable Letter of Credit may be drawn upon by Authority if Concessionaire fails, for a period of thirty (30) days after written notice, to perform its obligations under this Agreement.

8.2 Act of Default.

Concessionaire's failure to provide and maintain current said surety bond or irrevocable letter of credit, for a period of thirty (30) days after written notice, shall constitute a default by Concessionaire and shall be grounds for automatic termination of this Agreement.

8.3 Satisfactory Performance.

The refund of the surety bond or irrevocable letter of credit required pursuant to this Article shall be conditioned on the satisfactory performance of all terms, conditions, and covenants contained herein throughout the entire Term of this Agreement.

ARTICLE 9 ACCOUNTING RECORDS AND AUDITS

9.1 Books of Account.

Concessionaire shall keep, throughout the entire term of this Agreement or any extension thereof, all books of account and records customarily used in this type of operation as from time to time may be required by Authority, including but not limited to gross receipts, contracts, accounts receivable and individual category revenues in accordance with Generally Accepted Accounting Principals (GAAP).

9.2 Inspection of Accounts and Records.

All Concessionaire's books and records in relation to its concession at the Airport shall be open for inspection by the authorized representatives of Authority at reasonable times during business hours upon request. Concessionaire shall maintain such records for five (5) years after the Term of this Agreement, as may be extended. Authority may at any time conduct an audit of the books and records. Should said audit reflect a shortfall in any percentage payment, Concessionaire shall pay the shortfall immediately upon demand by Authority.

9.3 Produce Accounts and Records for Special Audit.

Within sixty (60) days after receipt of a written request from the Authority for a Special Audit, Concessionaire shall provide the books of account requested by the Authority. If the books of account and records are kept at locations other than the Airport, Concessionaire shall arrange for them to be brought to the offices of the auditors for Authority for Authority to conduct the audits and inspections as set forth in this Article, or Concessionaire may at its option transport the Authority audit team to Concessionaire's headquarters for purposes of undertaking said audit. In such event, Concessionaire shall pay costs of transportation, food, and lodging for Authority's audit team.

There may be no limitation in the scope of the examination that would hinder the Authority in evaluating the accuracy and completeness of the reported revenue. Failure to maintain books of accounts and records as defined in Article 9.1 herein or a scope limitation that hinders evaluating the accuracy and correctness of reported revenue shall be deemed to be a material breach of this agreement. Concessionaire shall have thirty calendar days to comment in writing on the Special Audit report. Failure of Concessionaire to submit such written comments shall constitute acceptance of the Special Audit report as issued.

9.4 Special Audit Shortfall.

If said audit reflects a shortfall in percentage payments in an amount, which is more than two percent (2%) of the percentage payments due on any monthly period, or one and one-half percent (1.5%) in any annual period, then Concessionaire shall immediately pay the shortfall plus the cost of the audit.

9.5 Annual Independent Audit.

As used herein, an "annual period" is a twelve-month period, with the first such annual period shall begin on the Commencement Date. At the close of each of Concessionaire's annual periods thereafter during the Term of this Agreement, Concessionaire at its expense shall cause an audit to be completed of its accounting transactions relating to its operations under this Agreement as set forth below in subsections (a) and (b) of this Article for such annual period by an independent Certified Public Accountant, not a regular employee of Concessionaire, acceptable to Authority. A report of each said audit shall be delivered to Authority within ninety (90) calendar days of the close of such annual period unless an extension of such time is approved by the Chief Financial Officer, in advance, in writing. The first annual report shall cover the twelve (12) month period immediately following the Commencement Date. Each audit shall set forth, with respect to such annual period the following:

- A. A schedule by month of the amounts of all fees and charges due Authority pursuant to this Agreement, and the actual amounts remitted by Concessionaire to Authority; this schedule shall include but not be limited to monthly percentage payments made by Concessionaire to Authority, and the audit report shall certify as correct said monthly percentage payments; and
- B. A schedule by month of Gross Revenues of Concessionaire from its concession at the Airport.

9.6 Payment of Annual Shortfall.

In the event the annual CPA audit reflects a shortfall, the payment shall be remitted to Authority within thirty (30) calendar days from receipt and acceptance of said audit report by Authority. Delivery of an audit report containing a qualified opinion, an adverse opinion, or a disclaimer of opinion as defined in the Statements of Auditing Standards, or as same may from time to time be amended or superseded, issued by the Auditing Standards Board of the American Institute of Certified Public Accounts, or any successor Board or agency thereto, shall be deemed to be a material breach of this Agreement.

ARTICLE 10 NET AGREEMENT

This Agreement is net to Authority. Concessionaire is responsible for all the costs of all utilities, taxes and assessments of any nature whatsoever incurred on or assessed against the Leased Premises during the Term of this Agreement. Authority is authorized to sub-meter or reasonably allocate costs for any utilities and trash removal furnished by Authority or not separately metered to Concessionaire and to assess Concessionaire an equitable and commercially reasonable basis for Concessionaire's share of real property taxes or assessments that might be payable on Airport property. Concessionaire will promptly reimburse Authority for these costs. Concessionaire will promptly pay bills all separately metered utilities.

ARTICLE 11 OBLIGATIONS OF CONCESSIONAIRE

11.1 Operational Standards.

During the Term of this Agreement, Concessionaire shall meet and maintain the following minimum operational standards:

- A. <u>Food and Beverage Standard.</u> Provide and maintain a standard of service and food, beverage and merchandise quality and value equal to or better than comparable high-quality food and beverage operations in comparable airports.
- B. <u>Taxes.</u> Promptly pay all taxes or assessments levied against its leasehold interest in the Premises, its leasehold improvements, equipment, and personal property, and its operations under this Agreement, and sales, use or similar taxes levied or assessed on any payments made by Concessionaire hereunder.
- C. <u>Liens</u>. Not permit, and take immediate steps to remove, any liens placed against Premises and/or property of Concessionaire used in its operation at the Airport.
- D. <u>Restoration of Premises.</u> At its sole cost and expense, restore to the original new condition, ordinary wear and tear excepted, any area of the Premises modified during the Term of this Agreement. This provision includes restoration of Airport property resulting from removal, alteration, reconfiguration, or any modification accomplished by or for Concessionaire and necessary for proper housekeeping of the Premises throughout the term hereof or at expiration, cancellation, forfeiture, or other termination of this Agreement. Restoration shall include damage to terminal infrastructure and utilities outside of Premises if caused by Concessionaire.
- E. Refuse and Waste. Provide and pay for the proper sanitary handling and daily removal of all trash, garbage, waste materials, and other refuse resulting from its operation. Concessionaire shall cause its agents and employees to use proper waste receptacles for accumulated waste. Concessionaire shall take all steps reasonable and necessary to completely bag and enclose all food stuff products and not to leave same exposed, even in outside garbage receptacles, it being acknowledged by the parties hereto that garbage consisting of food stuffs can be a health menace and can lead to infestation by rodents or pests. In the event Authority in its reasonable judgment determines that the disposal of food stuff garbage is leading to problems concerned with odor, rodents or general sanitation, the Authority may require the use of additional precautionary measures, including a different bagging system, garbage compactor system or the like. Upon request by Authority, Concessionaire shall enter into a direct contract with a sanitation service provider to provide regular daily pickup of all garbage, including, but not limited to, all food waste.
- F. <u>Public Awareness.</u> Concessionaire shall conduct its operations on the Leased Premises and at the Airport in an orderly and proper manner so as not to annoy, disturb or offend the public and others on Airport premises. The public shall be given the highest consideration in matters affecting the operation and the use of Airport premises.
- G. <u>Maintenance Responsibilities</u>. The Concessionaire shall, continuously during the Term hereof, at the Concessionaire's sole cost and expense, keep the Leased Premises, all furniture, fixtures, equipment, and apparatuses, and every part thereof, in good

condition and repair, and in compliance with applicable laws, including the replacement of any facility or equipment of the Authority used by the Concessionaire which requires replacement by reason of the Concessionaire's use thereof, minus ordinary wear and tear. In addition, if it becomes reasonably necessary during the term of this Agreement, as determined by the Authority, the Concessionaire will, at its sole expense, redecorate and paint fixtures and the interior of the Leased Premises and the improvements thereon, and replace fixtures, worn carpeting, curtains, blinds, drapes, or other furnishings.

Without limit, Concessionaire shall be solely liable for the facade of the Leased Premises including the external face, all windows and display areas, and all finishes. Concessionaire's compliance obligations shall include, without limitation, the obligation to repair and maintain the Leased Premises (including Concessionaire's Work), regardless of the relationship of the cost of curative action to the concession fee under this Agreement, the length of the then remaining term, the relative benefit of the repairs to Concessionaire or Authority, the degree to which curative action may interfere with Concessionaire's use or enjoyment of the Leased Premises, the likelihood that the parties contemplated the particular requirement involved, or the relationship between the requirement involved and Concessionaire's particular use of the Leased Premises. Within the context of this Article, no occurrence or situation arising during the Term, nor any present or future requirement, whether foreseen or unforeseen, and however extraordinary, shall relieve Concessionaire of its obligations, nor give Concessionaire any right to terminate this Agreement in whole or in part or to otherwise seek redress against the Authority.

- H. <u>Utilities</u>. Concessionaire shall be responsible for the modification and maintenance of all utility services in the Leased Premises. This shall include any janitor services, power, gas, telephone, electricity, water, sewer, and other utility services that are contained within the Concessionaire's Leased Premises or outside the Leased Premises if impacted by Concessionaire's operation. Subject to Article 15.2, Concessionaire shall, at its expense, furnish, install, and maintain any ductwork, plumbing, electrical wiring, and other connections within or leading into or out of the Leased Premises. Should improvements beyond the Leased Premises require repair or replacement, due to damage caused by the use, or previous use by Concessionaire, Concessionaire will be responsible for those repairs or replacements. Concessionaire's premises shall comply with all federal, state, and local building, environmental and fire codes, and regulations.
- I. <u>Failure to Maintain or Repair</u>. If Concessionaire refuses or neglects to undertake the prompt maintenance, repair, code, or regulation compliance, or replacements requested by the Authority that is Concessionaire's responsibility under this Agreement, the Authority shall have the right to make such repairs on behalf of and for Concessionaire. Such work shall be paid for by Concessionaire within ten (10) days following demand by the Authority for said payment at the Authority's standard rates, plus the Authority's administrative costs of 25%, and an interest expense on the amount paid by the Authority from the date the funds were expended. If the work is performed by a contractor hired by the Authority, the Authority shall be reimbursed by Concessionaire for the Authority's actual cost, including but not limited to the Authority's administrative costs of 25% and the interest expense on the amount paid by the Authority from the date the funds were expended.
- J. <u>Annual Repairs and Refurbishment</u>. Concessionaire shall repaint or refinish, at Concessionaire's own cost, high traffic areas subject to greater-than-normal wear on a

schedule to be specified by Concessionaire, or as directed by the Authority, if Concessionaire fails to specify a reasonable refurbishment schedule. All Concessionaire improvements, and other furnishings that become worn, chipped, dented, or gouged, shall be repaired, or replaced by Concessionaire, at Concessionaire's sole expense.

11.2 Performance and Service Standards.

During the Term of this Agreement, Concessionaire shall meet and maintain the following minimum Performance and Service Standards.

- A. <u>Cleanliness.</u> The Premises, equipment, and materials used by Concessionaire shall continuously be clean, sanitary, and free from rubbish, refuse, food scraps, garbage, dust, dirt, rodents, insects, and other offensive or unclean materials. Concessionaire, at its sole cost and expense, shall be responsible for the provision of all janitorial services in the Premises. Concessionaire shall remove or cause to be removed, at Concessionaire's sole cost and expense, all waste, garbage, and rubbish, and agrees not to deposit same on any part of the Airport; provided, however, Concessionaire may deposit same temporarily on its Leased Premises or in space designated by Authority for removal and pay its share of the removal fee. Authority shall determine whether Concessionaire is in full compliance with the obligations, as provided for herein, and shall provide Concessionaire with written notice of any violations of Concessionaire's obligations. Immediately upon Concessionaire's receipt of Authority's written notice of violation, Concessionaire shall immediately commence such corrective action as required by Authority or as may be necessary to remedy such non-compliance to the satisfaction of Authority. If corrective action is not initiated within ten (10) days of receipt of Authority's written notice and pursued to completion in a diligent manner, Authority may cause the same to be accomplished and Concessionaire hereby expressly agrees that Concessionaire shall assume and be liable to Authority for payment of all such costs, plus twenty-five percent (25%) for administrative overhead. Such costs, plus the administrative overhead cost, shall be due and payable within thirty (30) consecutive days following Authority's invoicing.
- B. <u>Pricing.</u> Concessionaire acknowledges Authority's objective to provide Airport patrons and employees high quality products and services at reasonable prices. Accordingly, Concessionaire agrees that all products and services sold by Concessionaire shall be comparable in price to similar or equivalent products and services sold at comparable off-Airport locations within the metropolitan statistical area consisting of Manatee County and Sarasota County (hereinafter referred to as "Pricing Standard").
- C. <u>Pricing Standard.</u> The Concessionaire shall adhere to the following Pricing Standard:
 - 1. For merchandise with pre-printed pricing affixed by the manufacturer or distributor, the selling price shall not exceed the pre-printed price.
 - 2. For nationally and locally branded concession locations that are also represented off-Airport in Manatee County or Sarasota County, the selling price for products and services at the Airport shall not exceed the selling price for h same products and services at the closest off-airport establishment of the same brand name by more than ten percent (10%); and
 - 3. For all non-branded, proprietary, or branded concession locations not represented off-Airport in Manatee County or Sarasota County, the selling price for similar or equivalent

products of like size and quality and services at three Price Benchmark Establishments, as described below, by more than ten percent (10%).

D. <u>Price Benchmarks</u>. No less than 45 days prior to the opening of a of a concession location, Concessionaire shall submit to Authority for its approval the name and addresses of at least three businesses fort each product, service, or substantially similar menu item with Manatee County or Sarasota County that Concessionaire proposes to use to determine compliance with the Pricing Standard stated above. The business must be compatible in concept, size, ambiance, service style and quality to the concession locations. Venues specifically excluded from consideration as comparable businesses include entertainment or sports venues, other transportation terminals, amusement parks, zoos, resorts, and hotels.

Once approved by Authority, the businesses (hereinafter referred to as "Price Benchmark Establishments") will be used as the basis for price comparisons during the Term of this Agreement. If any of the Price Benchmark Establishments cease operations or, in the sole discretion of Authority, alter its concept, branding, service, style, merchandise selection or menu to no longer be a valid comparison, Concessionaire must propose a substitute Price Benchmark Establishment for approval by Authority.

If Price Benchmark Establishments cannot be determined by Concessionaire as described above, then Authority will identify local area businesses like Concessionaire's business at the Airport to be deemed as Price Benchmark Establishments.

- E. <u>Price Surveys</u>. No later than 30 days prior to the opening of a Concession Location and prior to beginning of each contract year, Concessionaire shall, at its own expense, prepare a product and price survey of the Price Benchmark Establishments that demonstrates, to the satisfaction of Authority, Concessionaire's compliance with the Pricing Standard.
- F. <u>Price Changes</u>. Throughout the Term of this Agreement, Concession may request changes to pricing once every four (4) months, or more frequently as agreed to by Authority. Requested price changes must be submitted in writing and include such information and data as reasonably requested by Authority including, but not limited to, the results of price surveys or other economic justification supporting the requested price change(s). Authority shall, in its sole discretion, determine which, if any, price changes are consistent with the Pricing Standard and shall notify Concessionaire in writing of its determination of each requested price change.

No later than ten (10) days after any adjustment to pricing, the Parties agree to modify the Product Price list to incorporate said price adjustments. Modifications will be confirmed by letter executed by the Properties Department, without the need for a formal amendment to the Agreement.

- G. <u>Price Conformance</u>. At any time during the Term of this Agreement, Authority may survey or caused to be surveyed, prices being charged for goods and services offered by Concessionaire. Authority shall have the right to monitor and test all of Concessionaire's goods and services prices by shopping service or Authority personnel. If Authority concludes, based on the results of the survey, that any price being charged by Concessionaire do not comply with the Pricing Standard, Concessionaire shall be required to adjust said prices to the amounts permitted herein.
- H. <u>Airport Employee Discount</u>. Concessionaire shall offer a ten percent (10%) discount on all food and non-alcoholic beverages purchased by Airport employees who have been

issued and show at the time the discount is requested, appropriate Airport identification badges. The discount shall be based on Concessionaire's normal non-sale or promotional prices. No discount shall be given on food and non-alcoholic beverages with a manufacturer or distributed pre-printed price.

- I. <u>Manager.</u> The management, maintenance, and operation of the Premises shall always be under the supervision and direction of an active, qualified, competent on-site manager or his designated on-site agent who shall always be subject to the direction and control of Concessionaire.
- J. <u>Authorized Representatives.</u> Upon execution of this Agreement, Concessionaire shall designate in writing to Authority the name, address and telephone number of the manager and his designated agent who shall be the authorized representative of Concessionaire for all matters relating to the Premises and activities of Concessionaire at the Airport. Concessionaire shall provide Authority ten (10) days advance written notice of any change in its managers or designated agent and shall include any change of address or telephone number.
- K. Employee Conduct. Concessionaire shall take all reasonable action to cause all employees of Concessionaire shall conduct themselves at all times in a courteous and professional manner toward the public and within the rules, regulations, and policies developed by Concessionaire. Concessionaire shall control the conduct, demeanor, and appearance of its officers, employees, agents, and representatives. Upon objection from the Authority or its designee, concerning the conduct, demeanor and/or appearance of Concessionaire's officers, employees, agents and/or representatives, Concessionaire shall immediately take all steps necessary to remove the cause of the objection.
- L. <u>Employee Uniforms.</u> Concessionaire shall provide its employees with uniforms that shall be consistent with its current national branding. All of Concessionaire's employees shall wear the appropriate uniform when on duty. Concessionaire agrees to ensure that employees and uniforms are continually worn in a clean, neat, and professional manner.
- M. <u>Number of Employees.</u> Concessionaire shall provide sufficient employees to properly conduct Concessionaire's operation on the Leased Premises, including receiving deliveries and meeting TSA security inspection regulations.
- N. <u>Credit Cards.</u> Concessionaire shall accept at least three (3) major credit cards for customer charges. Including American Express, Master Card and Visa. Concessionaire shall be solely responsible for providing and maintaining its own computer networks and systems and shall ensure its system used to collect, process, store and transmit credit card, customer credit card and/or personal information is compliant with all applicable Payment card Industry ("PCI") Data Security Standards ("DDS").
- O. <u>Deliveries.</u> Concessionaire shall coordinate its deliveries to minimize inconvenience, or disturbance of the traveling public and involvement of Authority personnel. Due to operational constraints, Concessionaire shall schedule deliveries to locations and at times coordinated and approved by Authority.
- P. <u>Utilities.</u> Concessionaire shall bear the cost of all utilities used or consumed in or on the Leased Premises. Unless utilities are separately metered to the Leased Premises, Authority shall have the right to impose reasonable charges based upon its estimate of Concessionaire's use of such utilities. Concessionaire hereby expressly agrees that

Concessionaire shall assume and be liable to Authority for payment of all such utility costs. Such utility costs shall be due and payable within thirty (30) consecutive days following Authority's invoicing.

- Q. Security. Concessionaire acknowledges and accepts full responsibility for the security and protection of its Leased Premises and any and all inventory, furniture, fixtures, equipment and facilities now existing or hereafter placed on or installed in or upon its Leased Premises, and for the prevention of unauthorized access to its facilities and expressly agrees to comply with all rules and regulations of Authority and of any and all other governmental entities that now or may hereafter have jurisdiction over such security. Concessionaire fully understands that the police security protection provided by Authority is limited to that designated by Authority, in the same manner as involved to any other business situated at the Airport, and expressly acknowledges that any special security measures deemed necessary or desirable for additional protection of the Premises and improvements constructed thereon, shall be the sole responsibility of Concessionaire and shall involve no cost to Authority. Concessionaire further expressly acknowledges and accepts full responsibility to maintain the integrity of airfield security from or through the Premises to the airfield operations area and hereby agrees to fully comply with all Federal, State, and local laws including all rules and regulations of Authority and the Department of Homeland Security concerning security procedures, as they presently exist or may be amended from time to time.
- R. <u>Public Traffic Areas.</u> Concessionaire, its agents, employees, or suppliers, shall not block any areas used for ingress or egress by Airport traffic unless required in an emergency, and further, shall not interfere with the activities of Authority, its agents or employees, or any Airport tenant,

11.3 Quality Assurance Audits.

The Authority may conduct the following regular concession performance inspections ("Quality Assurance Audits") to ensure compliance with all the standards of operation set forth in this Agreement:

- A. The Authority may, in its discretion, review each of Concessionaire's concession operations for quality assurance at any time and shall endeavor to do so on a quarterly basis.
- B. The Authority shall document all Quality Assurance Audits on a Quality Standards Performance form. All Quality Assurance Audits shall, at a minimum, focus on, but not limited to, the following:
 - 1. Premises General upkeep, signage, pricing, maintenance, equipment, and cleanliness.
 - 2. Products Delivered as represented, taste and attractiveness.
 - 3. Personnel Professionalism, appearance, customer service, receipts provided and activity.
- C. The Authority shall provide Concessionaire with written results of the Quality Assurance Audits. Where deficiencies in performances are noted, the Authority shall provide Concessionaire with fifteen (15) days to correct all deficiencies noted in the Quality

Assurance Audits. Concessionaire shall promptly notify the Authority of the corrections as completed or request additional time to correct outstanding items where the Authority determines progress has been made by Concessionaire, to correct such deficiencies.

D. In the event Concessionaire fails to correct in a timely manner the deficiencies noted in any Quality Assurance Audit as provided in this Section, the Authority may elect to charge Concessionaire an amount not to exceed Three Hundred Dollars (\$300.00) per violation, per day. Concessionaire and the Authority agree that the Authority will incur damages from Concessionaire's failure to promptly remedy such violations, which damages are impractical or impossible to determine, and that this amount is a reasonable forecast of the damages to be suffered by the Authority.

11.4 Mandatory New Agreement.

Concessionaire acknowledges and understands that Authority will issue a public solicitation to select additional concessionaires to develop and operate additional concessions at the Airport during the Term of this Agreement. Concessionaire further acknowledges and understands that, as part of that solicitation, Authority will adopt a new standard concession agreement for all concessionaires doing business at the Airport, which agreement shall supersede this Agreement. Concessionaire acknowledges and agrees to execute the new standard form agreement adopted by Authority concurrently with the concessionaires chosen by Authority to do business at the Airport resulting from said solicitation ("New Agreement"). The Parties agree that the Rights Granted, Term of Agreement, Rents, and Fees contained in this Agreement, shall survive the New Agreement, and be incorporated in their entirety in the New Agreement.

ARTICLE 12 DEFAULT BY CONCESSIONAIRE

12.1 Default by Concessionaire.

The occurrence of any of the following events shall constitute a default by Concessionaire:

- A. Concessionaire's failure to pay the concession fee or any other sums payable hereunder, and if such failure shall continue for a period of fifteen (15) days after written notice from the Authority to Concessionaire.
- B. Concessionaire's failure to provide and maintain current security bond or irrevocable letter of credit as required herein, and if such failure shall continue for a period of thirty (30) days after written notice from the Authority to Concessionaire.
- C. Concessionaire's failure to provide and maintain all certificates of insurance as required herein, and if such failure shall continue for a period of thirty (30) days after written notice from the Authority to Concessionaire.
- D. Concessionaire's failure to observe, keep or perform any of the other terms, covenants, agreements, or conditions of this Agreement or in the Airport Rules and Regulations, and if such failure shall continue for a period of thirty (30) days after written notice from the Authority to Concessionaire.
- E. The bankruptcy of Concessionaire.

- F. An assignment by Concessionaire for the benefit for creditors.
- G. A receiver or trustee being appointed for Concessionaire, or a substantial portion of Concessionaire's assets and the receivership is not set aside within 30 days after such appointment.
- H. Concessionaire's voluntary petitioning for relief under, or otherwise seeking the benefit of, any bankruptcy, reorganization, and arrangement or insolvency law and said proceeding is not dismissed, discontinued, or vacated within 30 days.
- Concessionaire's allowing any kind of a lien to be placed on any property of Authority or attempting to pledge its interest hereunder.
- J. Concessionaire's interest under this Agreement being sold under execution or other legal process.
- K. Concessionaire's interest under this Agreement being modified or altered by any unauthorized assignment or subletting or by operation of law.
- L. Any of the goods or chattels of Concessionaire used in, or incident to, the operation of Concessionaire's business in the Premises being seized, sequestered, or impounded by virtue of, or under authority of, any legal proceeding.
- M. Concessionaire's tailure to cooperate with any environmental laws, programs or audits promulgated by Authority or applicable regulatory agencies which may be revised from time to time, and if such failure shall continue for a period of 30 days after written notice from Authority to Concessionaire.

12.2 Remedies.

In the event of any of the foregoing events of default, Authority, at its election, may exercise any one or more of the following options or remedies, the exercise of any of which shall not be deemed to preclude the exercise of any others herein listed or otherwise provided by statute or general law at the same time or in subsequent times or actions:

- A. Terminate Concessionaire's rights under the Agreement and bar Concessionaire's entry on Airport premises and enter into a new concession agreement for such concession fees and under such terms and conditions as Authority may deem best under the circumstances for the purpose of reducing Concessionaire's liability. Authority shall not be deemed to have thereby acquiesced, and Concessionaire shall remain liable for all concession fees or other sums due under this Agreement and for all damages suffered by the Authority because of Concessionaire's breach of any of the covenants of the Agreement.
- C. Declare this Agreement to be terminated, ended and null and void, whereupon all right, title and interest of Concessionaire shall end.

12.3 Additional Provisions.

No action under this Article by Authority shall be construed as an election on its part to terminate this Agreement, unless a written notice of such intention be given to Concessionaire, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any concession fees or other monies due to Authority hereunder or of any damages accruing to Authority by reason of the violations of any of the terms, provision and covenants herein contained. Authority's acceptance of concession fees or other monies following any event of default hereunder shall not be construed as Authority's waiver of such event of default. No forbearance by Authority of action upon any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of the terms, provisions and covenants herein contained. Forbearance by Authority to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of any other violation or default. Legal actions to recover for loss or damage that Authority may suffer by reason of termination of this Agreement or the deficiency from any reletting as provided for above shall include the expense of repossessions or reletting and any repairs or remodeling undertaken by Authority following repossession.

ARTICLE 13 WAIVER OF JURY TRIAL

The parties hereto shall, and they hereby do, waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of, or in any way connected with, this Agreement, t[he relationship of Authority and Concessionaire, Concessionaire's use, or occupancy of the Premises and/or building, and/or claim or injury or damage. In the event Authority commences any proceeding to enforce this Agreement or the Authority/Concessionaire relationship between the parties or for nonpayment of concession fees (of any nature whatsoever) or additional monies due Authority from Concessionaire under this Agreement, Concessionaire will not interpose any counterclaim of whatever nature or description in any such proceedings. In the event Concessionaire must, because of applicable court rules, interpose any counterclaim or other claim against Authority in such proceedings, Authority and Concessionaire covenant and agree that, in addition to any other lawful remedy of Authority, upon motion of Authority, such counterclaim or other claim asserted by Concessionaire shall be severed out of the proceedings instituted by Authority and the proceedings instituted by Authority may proceed to final judgment separately and apart from and without consolidation with or reference to the status of each counterclaim or any other claim asserted by Concessionaire.

ARTICLE 14 TIME OF THE ESSENCE

Time is of the essence of this Agreement; and in case Concessionaire shall fail to perform the covenants or conditions on its part to be performed at the time fixed for the performance of such respective covenants or conditions by the provisions of this Agreement, Authority may declare Concessionaire to be in default of such Agreement, excepting unavoidable delays beyond the control of Concessionaire.

ARTICLE 15 ALTERATIONS AND IMPROVEMENTS

The Parties recognize the value, necessity, and importance of maintaining the food and beverage facilities in well kept conditions with an attractive décor and aesthetic presentation.

Concessionaire shall not make any alterations or improvements to any real or tangible personal property of Authority without the prior written consent of Authority which may be withheld at Authority's sole discretion.

15.1 General.

Concessionaire shall make no alterations, additions, improvements to, or installations on the Leased Premises under this Agreement without the prior written approval of the Authority. Any such alterations or improvements shall be without cost to the Authority. The ultimate control over the quality and acceptability of the Improvements (Authority Improvements and Concessionaire Improvements, each defined hereinafter) to the Leased Premises will be retained by the Authority. Design of the Leased Premises shall require the review and written approval of the Authority at the 30%, 60% and 90% tenant design construction drawings prior to any installation.

15.2 Structures and Fixtures.

Concessionaire shall design, erect, construct and install all fixtures, furnishings, carpeting, decorations, finishings, equipment, counters, or other necessary alterations required for its operation under this Agreement. Concessionaire shall complete all alterations and repairs at its sole cost and expense unless the parties hereto mutually agree to share a cost and notice is provided in writing by the Authority. All construction shall be in conformity with the Authority's work authorization letter, and in conformity with the approved plans and specifications submitted by the Concessionaire and shall meet all applicable local building codes and ordinances as well as all other laws. Concessionaire shall submit complete plans and specifications to the Authority, and prior to commencing any construction work, obtain the Authority's written approval of said plans and specifications as contained in this Agreement. Concessionaire shall make no change or alteration in the plans and specifications without prior written approval of the Authority. In the event Concessionaire fails to submit plans and specifications which meet the approval of the Authority within thirty (30) days after the execution of this Agreement, the Authority may terminate this Agreement.

In the event of any of the following, the parties will negotiate in good faith for a reasonable extension of time: (1) acts of nature occurring after the date of execution hereof which directly affect the Leased Premises, including without limitation fire, floods, tropical storms, and other such occurrences; or (2) labor disputes, including without limitation, strikes, slowdowns, and other similar occurrences; or (3) delays in obtaining approvals from Authority; or (4) action or inaction of governmental authorities that prevents or delays Concessionaire from obtaining appropriate permits or approvals necessary in connection with the construction or operation of the Leased Premises.

Discarded furniture and other materials associated with demolition or construction work shall be removed from airport property, not deposited in common waste areas.

Authority shall provide utilities up to or within a maximum of six (6) feet from the demising line of the Leased Premises. Should utilities or other improvements beyond six feet require repair or replacement due to damage caused by previous use by Concessionaire, Concessionaire will be responsible for those repairs or replacements, but the cost cannot be counted as part of Concessionaire's Capital Investment Commitment.

15.3 Concessionaire's Improvements.

Concessionaire guarantees that it will make an initial capital investment, less Authority

Improvements (hereinafter referred to as "Concessionaire's Improvements"), in an amount not less than follows:

- A. Four Hundred Fifty and 00/100 Dollars (\$450.00), per square foot for each square foot occupied on the Second Floor, Main Terminal, Secured Area, exclusive of Authority Improvements and any of Concessionaire's in-house fees or expenses. Architectural and engineering fees shall be no more than fifteen percent (15%) of the total. Said amount shall be expended on the initial improvements constructed. Concessionaire shall pay to the Authority an amount equal to the shortfall, if any at the Authority's sole discretion, between its total proposed investment and its actual investment as of the first day of the third month of operation of the last facility constructed. Said payment shall be made on or before the sixtieth (60th) day after the first day of the third month of operation of the last facility constructed. These amounts may be applied to on-going or mid-term refurbishments at the discretion of the Authority.
- B. The Premise is currently occupied by another tenant. All construction is to be completed and open for business within the first six (6) months immediately following the date the existing tenant vacates the Premise and Concessionaire is provided full access thereto. If Concessionaire's Improvements are not completed by said date, Concessionaire shall pay to the Authority Five Hundred Dollars (\$500.00) per day in addition to all other rents, fees and charges thereafter provided as liquidated damages for delay in opening of the Concession. In the event of any of the following, the parties will negotiate in good faith for a reasonable extension of construction time: (1) acts of nature occurring after the date of execution hereof which directly affect the Premises, including without limitation fire, floods, tropical storms, and other such occurrences; or (2) labor disputes, including without limitation, strikes, slowdowns, and other similar occurrences; or (3) delays in obtaining approvals from Authority; or (4) action or inaction of governmental authorities that prevents or delays Concessionaire from obtaining appropriate permits or approvals necessary in connection with the construction or operation of the Premises.

15.4 <u>Concessionaire's Mid-Term Refurbishment.</u>

Concessionaire guarantees that it will make a mid-term capital investment to refurbishment the Second Floor, Main Terminal, Secured Area, during Agreement Year Six, (hereinafter referred to as the "Mid-Term Refurbishment"), in an amount not less than follows:

- A. Seventy-Five and 00/100 Dollars (\$75.00), per square foot for each square foot occupied on the Second Floor, Main Terminal, Secured Area, exclusive of Authority Improvements and any of Concessionaire's in-house fees or expenses. Architectural and engineering fees shall be no more than fifteen percent (15%) of the total amount incurred. Concessionaire shall pay to the Authority an amount equal to the shortfall, if any at the Authority's sole discretion, between its total Mid-Term Refurbishment and Concessionaire's actual cost of the facilities refurbished. Said payment shall be made on or before the sixtieth (60th) day after the last day of Agreement Year Six. These amounts may be applied to on-going or mid-term refurbishments at the discretion of the Authority.
- B. Concessionaire shall submit to the Authority a schedule of refurbishment for Authority's approval before starting any work, which shall include painting and repair attributable to ordinary wear and tear, and replacement of furniture, trade fixtures and equipment. If Concessionaire's Mid-Term Refurbishments are not completed during said time, Concessionaire shall pay to the Authority Five Hundred Dollars (\$500.00) per day in addition to all other rents, fees and charges thereafter provided as liquidated damages for delay in

opening of the Concession. In the event of any of the following, the parties will negotiate in good faith for a reasonable extension of construction time: (1) acts of nature occurring after the date of execution hereof which directly affect the Premises, including without limitation fire, floods, tropical storms, and other such occurrences; or (2) labor disputes, including without limitation, strikes, slowdowns, and other similar occurrences; or (3) delays in obtaining approvals from Authority; or (4) action or inaction of governmental authorities that prevents or delays Concessionaire from obtaining appropriate permits or approvals necessary in connection with the construction or operation of the Premises.

15.5 Conditions.

If Concessionaire requests permission to make improvements or alterations and permission is granted, the following conditions shall apply:

- A. Concessionaire shall obtain all required permits and licenses duly necessary and comply with applicable zoning laws, building codes and other laws or regulations of any appropriate governing body, whether it be state, county, city, or Authority.
- B. Prior to any construction within the Premises, all contractors, and subcontractors to perform work must be approved by Authority, and such contractors and subcontractors will be required to execute an indemnification agreement in favor of Authority, and to provide evidence of insurance satisfactory to Authority (in at least the same amounts and form required for Concessionaire).
- C. Concessionaire shall advance an estimate of costs necessary to complete Concessionaire's work and shall provide future cost estimates on any other alterations or improvements to the Premises upon written consent of Authority to authorize said alterations or improvements.
- D. Pursuant to Florida Statute 255.05, Lessee shall post with Authority a performance and payment bond in an amount equal to the estimated cost of alterations or improvements to be delivered to Authority under the provisions above. Said amount is established to account for potential cost overruns, contingencies, and cost estimate errors.
- E. Concessionaire covenants and agrees to accept and pay all financial obligations associated with costs necessary to complete Authority-approved alterations or improvements.
- F. Concessionaire agrees throughout the term of this Lease to maintain at its expense the Premises and any improvements, equipment or display within the Premises in a good state of repair and preservation. Concessionaire shall be responsible for the cost of repair for any damage to the Premises or the adjacent grounds or improvements, caused by Concessionaire, its agents, or employees. Authority shall have the right to inspect the Premises at any reasonable time, provided that the exercise of such right shall not unreasonably interfere with Concessionaire's business. Concessionaire agrees to be solely responsible for any damage (other than normal wear and tear) resulting from the removal by Lessee of its personal property, trade fixtures, or signs.

15.6 Authority's Improvements.

Concessionaire shall assume Authority's obligations to perform all demolition, design, construction, dry wall, and extension of all utilities to the Premises to provide Concessionaire the Premises in clean and suitable condition for Concessionaire to construct and install

Concessionaire's Improvements ("Rough-In Condition of Premises"). Concessionaire agrees to present a budget to Authority for review and consideration for all costs to provide said Rough-In Condition of Premises ("Authority Budget"). Authority reserves the right to amend the Authority Budget as it deems necessary. Following the Authority's approval of the Authority Budget, Concessionaire shall provide Authority copies of actual invoices of the costs incurred by Concessionaire to complete the Rough-In Condition of Premises. Based on the invoices received by the Authority, Authority shall reimburse Concessionaire for the capital costs incurred by Concessionaire to provide the Rough-In Condition of Premises, including up to fifteen percent (15%) of said cost for professional and administrative expenses, which total reimbursable amount shall not exceed One Hundred Thousand and 00/100 Dollars (\$100,000.00) of cost approved by Authority ("Total Reimbursement"). No reimburse will be made for Concessionaire's equipment, furniture, and fixtures. The Total Reimbursement shall be issued by Authority to Concessionaire in monthly credits against Concessionaire's monthly Percentage Payments, beginning on the Commencement Date of this Agreement.

ARTICLE 16 TITLE TO IMPROVEMENTS

All improvements made to Premises by Concessionaire shall be and remain the property of Concessionaire until the expiration or earlier termination of this Agreement, at which time said improvements, shall become the property of Authority. Notwithstanding anything to the contrary in this Agreement, all equipment, trade fixtures, materials, and supplies of Concessionaire ("Trade Fixtures") remain the property of Concessionaire unless Concessionaire shall fail to remove the Trade Fixtures within twenty (20) days following the expiration or earlier termination of this Agreement and provided Concessionaire is not in default under the Agreement. It is further provided Concessionaire must exercise care in the removal of said Trade Fixtures and that Concessionaire repairs any damage to the premises caused by said removal. Failure on the part of the Concessionaire to remove its Trade Fixtures within twenty (20) days following termination shall constitute a gratuitous transfer of title thereof to Authority for whatever disposition is deemed to be in the best interest of Authority. Any costs incurred by Authority in the disposition of such Trade Fixtures shall be borne by Concessionaire.

ARTICLE 17 TAXES, PERMITS, LICENSES

Concessionaire shall maintain in force all licenses, permits and other certificates required by federal, state, county, or municipal authorities for its operation under the terms of this Agreement. Concessionaire shall bear, at its own expense, all costs of operating its equipment and business, including any applicable sales taxes, as well as all other taxes assessed against food and beverage operations, furnishings, equipment or stocks of merchandise and supplies and shall obtain and pay for all permits, licenses, or other authorizations required by authority of law in connection with the operation of its business at the Airport.

ARTICLE 18 INSURANCE

Concessionaire shall, at its expense, continuously during the term of this Agreement, retain the following insurance coverages and limits:

A. <u>Commercial General Liability</u>. Commercial General Liability insurance, including broad form contractual liability insurance, products/completed operations, independent contractor, and broad form property damage with a combined single limit of not less than Two Million

Dollars (\$2,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate. Authority and its Commissioners shall be named as additional insured with right of notice in the policy.

- B. <u>Automobile Liability</u>. Automobile Liability insurance covering all owned, leased, hired, borrowed, or used automobiles in an amount not less than One Million Dollars (\$1,000,000) per occurrence, Bodily Injury and Property Damage combined, or Five Million Dollars (\$5,000,000) per occurrence Bodily Injury and Property Damage for Aircraft Operations Area ("AOA") access. Bodily Injury and Property Damage combined. Authority and its Commissioners shall be named as additional insured with right of notice in the policy.
- C. All Risk Property. All Risk Property Insurance, including flood or earthquake, on all equipment and improvements now or hereafter located upon the Premises in an amount equal to the replacement cost (without depreciation) of such improvements. Coverage is to contain a 100% Coinsurance clause or Agreed Amount Endorsement. Said insurance shall contain loss payable endorsements in favor of the parties as their respective interests may appear hereunder. Concessionaire agrees to personally assume total responsibility for any damage, destruction or theft of its displays and equipment which may occur from Concessionaire's operations. Concessionaire agrees that Authority shall not be responsible for any damage or losses incurred by Concessionaire from its operations at the Airport.
- D. <u>Workers' Compensation</u>. Workers' Compensation insurance as required by law or letter of exemption stating thereon the reason for the exemption.
- E. <u>Business Interruption</u>. Concessionaire shall procure and maintain business interruption insurance in such amounts as will reimburse Concessionaire for direct and indirect loss of earnings attributable to the perils commonly covered by the Concessionaire's property insurance, which shall include losses arising from mechanical failures on or interruption of services to Authority premises.
- F. <u>Commercial Crime</u>. The minimum limits of commercial Crimes insurance covering, but not limited to, loss arising from employee theft, dishonesty, forgery or alteration, robbery, burglary, embezzlement, disappearance, destruction, money orders, and counterfeit currency, depositors' forgery, computer fraud, on-premises and in transit shall be \$1,000,000 for each occurrence.
- G. Excess/Umbrella Liability. Umbrella Liability insurance or Excess Liability insurance may be used to reach the limits of liability coverage required for Commercial General Liability and the Business Automobile Liability policies. If applicable, the amount specified as Agreement specific will be an initial layer of coverage which will be applicable only to claims arising out of, or in connection with, the work performed or the use or occupancy of Authority premise in connection with this Agreement and will not be reduced or diminished in any manner by claims resulting from other than the work performed or the use or occupancy of Authority premise in connection with this Agreement. The amounts specified as total limits will be the total minimum limits required, including the initial layer.

Concessionaire agrees to procure such other insurance in amounts and containing provisions as the Authority may reasonably require from time to time in its discretion. All such insurance shall be carried in solvent insurance companies authorized to do business in the State of Florida and approved by Authority.

Concessionaire's failure to provide and maintain current, all Certificates of Insurance required

pursuant to this Article shall constitute a default by Concessionaire and shall be grounds for automatic termination of this Agreement.

The certificates of insurance evidencing the foregoing coverage shall contain a certification that the policy cannot be canceled or changed in any manner which might adversely affect Authority, without thirty (30) days prior written notice to the Authority. They shall also state that coverage required by this Agreement has been endorsed to include Authority as an Additional Insured, except for Worker's Compensation and Commercial Auto Liability policies. The "Additional Insured" endorsements shall provide coverage on a primary basis. "Additional Insured" endorsements shall read "Sarasota Manatee Airport Authority Board, a Political Subdivision of the State of Florida, its Officers, Employees, Agents and Volunteers, c/o Sarasota Manatee Airport Authority, 6000 Airport Circle, Sarasota, Florida 34243".In addition to the Authority being named as "Additional Insured" on all insurance policies and certificates, each insurance policy and certificate shall contain a "Waiver of Subrogation in favor of the Authority".

H. Waiver of Subrogation. By entering this Lease, Lessee agrees to a Waiver of Subrogation for each policy required to be maintained or maintained by Lessee pursuant to or in connection with this Lease. When required by the insurer or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, Lessee shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, a condition to which the policy specifically prohibits such an endorsement, or voids coverage should Lessee enter into such an agreement on a pre-loss basis.

ARTICLE 19 INDEMNIFICATION

Concessionaire agrees to protect, defend, reimburse, indemnify and hold Authority, its agents, employees and elected officers and each of them, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including attorney fees) and causes of action of every kind and character against or from Authority by reason of any damage to property or the environment, including any contamination of Airport property such as the soil or storm water by fuel, gas, chemicals or other substances deemed by the EPA to be environmental contaminants at the time this Agreement is executed or as may be redefined by the appropriate regulatory agencies in the future, or bodily injury (including death) incurred or sustained by any agent or employee, and any third party whomsoever, or any governmental agency, arising out of or incident to or in connection with Concessionaire's performance under this Agreement, Concessionaire's use or occupancy of the Premises, Concessionaire's acts, omissions or operations hereunder or the performance, nonperformance or purported performance of Concessionaire or any breach of the terms of this Agreement. Provided, however that Concessionaire shall not be responsible to the Authority for all claims, liability, expenses, losses, costs, fines, and damages (including attorney fees) and causes of action occasioned solely by any gross negligent or willful misconduct of the Authority, its agents, employees, officers, representatives, and contractors. Concessionaire recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges that it is an express condition of this Agreement. This clause shall survive the termination of this Agreement. Compliance with the insurance requirements as attached hereto shall not relieve Concessionaire of its liability or obligation to indemnify Authority as set forth herein.

ARTICLE 20 DAMAGE OR DESTRUCTION

20.1 Obligation to Restore Premises.

Concessionaire hereby assumes full responsibility for the character, acts, and conduct of all its agents, employees, officers, representatives, contractors, invitees, or any person admitted to the Premises by or with the actual or constructive consent of Concessionaire and acting for or on behalf of Concessionaire. If the Premises, or any part thereof, or any other Airport facilities, during the Term of this Agreement or any extension thereof, shall be damaged by the act, default, or negligence of Concessionaire, or of Concessionaire's Members, agents, employees, officers, representatives, or contractors, Concessionaire shall at its sole cost and expense restore said Premises to the condition existing prior to such damage.

20.2 Right to Enter and Restore.

If Concessionaire fails, within reasonable time to commence restoration of the said Premises as required above, Authority shall have the right to enter the Premises and perform the necessary restoration, and Concessionaire hereby expressly agrees that it shall fully assume and be liable to Authority for payment of the costs therefore, plus fifteen percent (15%) administrative overhead. Such restoration cost, plus the administration cost, shall be due and payable within thirty (30) days following the Authority's invoicing.

20.3 Fire or Other Casualty.

Notwithstanding the foregoing, at any time during the term of this Agreement or any extension thereof except as otherwise provided in Article 20.5 below, should the improvements constructed by or for Authority or Concessionaire upon the Premises be damaged or destroyed in whole or in part by fire or other casualty, Concessionaire shall give prompt notice in writing to Authority, and Concessionaire, may, subject to prior written approval of Authority, repair, replace and the same to the satisfaction of Authority. Such repairs, replacements or rebuilding shall be made by Concessionaire at Concessionaire's sole cost and expense, in accordance with Authority's requirements; provided that, prior to commencing construction, Authority may require Concessionaire to furnish a performance and payment bond and builder's risk insurance, all of which shall be in such amounts and in such form as shall be acceptable to Authority in its sole discretion. Upon compliance with the foregoing, and after settlement shall have been made with the insurance company or companies and said proceeds of such insurance policy or policies shall have been paid jointly to Concessionaire and Authority, Concessionaire shall commence such repair, replacements, or rebuilding within a reasonable time and shall continue such work with reasonable diligence until completion.

20.4 Insurance Proceeds.

Upon receipt by Concessionaire of the proceeds of any insurance policy or policies, the proceeds shall be deposited in an escrow account approved by Authority to be available to pay for the cost of such repair, replacement, or rebuilding. Such proceeds shall be disbursed during construction to pay the costs of such work. If the amount of such insurance proceeds is insufficient to pay the costs of the necessary repair, replacement or rebuilding of such damaged improvements, Concessionaire shall pay any additional sums required into said escrow account. If the amount of such insurance proceeds is more than the costs thereof, the amount of such excess shall be remitted to Concessionaire.

20.5 Right to Cancel.

Should the improvements on the Premises be damaged or destroyed in whole or in part by fire or other casualty, Concessionaire, may, subject to approval by Authority at its sole discretion, be relieved of the obligation to repair, replace, or rebuild the same and have the right to cancel this Agreement. In such event, Concessionaire shall provide Authority written notice within thirty (30) days after the date of any such damage or destruction and, upon approval by Authority, this Agreement shall terminate, and the insurance proceeds received or receivable under any policy of insurance shall be paid to and retained by Authority. All fees payable under this Agreement shall be prorated and paid to the date of such termination. The receipt and acceptance of insurance proceeds by Authority under this Article 20.5 will relieve Concessionaire from any responsibility to restore the Premises to their former condition, and Concessionaire further waives any claim against Authority for damages or compensation, should this Agreement be so terminated.

20.6 <u>Termination Upon Destruction or Other Casualty.</u>

Except as otherwise provided in this Agreement, in the event that the Premises or any part thereof shall be destroyed or damaged in whole or part by fire, water, or any other cause, or if any other casualty or unforeseen occurrence shall likewise render the fulfillment of this Agreement by Authority impossible, then thereupon this Agreement shall terminate and Concessionaire shall pay fees for said Premises only up to the time of such termination, and Concessionaire shall hereby waive any claim for damages or compensation should this Agreement be so terminated.

ARTICLE 21 RULES AND REGULATIONS

Concessionaire shall at all times comply with applicable Federal, State, and local laws and regulations, Airport Rules and Regulations, all applicable health rules and regulations, and other mandates whether existing or as promulgated from time to time by the federal, state, or local government, Authority or Airport Management including, but not limited to, permitted and restricted activities, security matters, parking, ingress and egress, environmental and storm water regulations, fire codes and any other operational matters related to the operation of the Airport. This shall include, but not be limited to, Concessionaire precluding its employees, agents, customers, or invitees from entering upon any restricted area of the Airport as noted in procedures, rules or regulations of Authority or the Department of Homeland Security. In addition to other remedies provided hereunder, any violation of Airport or Department of Homeland Security procedures regarding security shall subject Concessionaire to an administrative damages payment of \$500 (in consideration for the administrative processing required by Authority to process and to respond to a violation) and to damages equal to the greater of (i) \$1,000 per occurrence (in consideration for damages which might be suffered by Authority in the form of fines or administrative procedures resulting from such violation), or (ii) the civil fine imposed by the Federal Aviation Administration upon Authority as a result of the violation. This amount must be paid by Concessionaire within ten (10) days of receipt of written notice or this Agreement will be terminated by the Authority. Nothing herein shall restrict or limit the right to exhaust any administrative or judicial remedies available to Concessionaire with respect to such administrative penalties

ARTICLE 22 ENVIRONMENTAL REGULATIONS

Notwithstanding any other provision of this Agreement, Concessionaire acknowledges that certain properties and use of properties within the Airport are subject to environmental regulations.

Concessionaire agrees to observe and abide by said regulations as applicable to its use of the Airport, and in addition to any and all other Agreement requirements, and any other covenants and warranties herein, Concessionaire hereby expressly warrants, guarantees, and represents to Authority, upon which Authority expressly relies, that Concessionaire is aware of federal, state, regional and local governmental laws, ordinances, regulations, orders and rules, without limitation, which govern or which apply to the direct or indirect results and impacts to the environment and natural resources due to, or in any way resulting from, the conduct by Concessionaire of its operations pursuant to or upon the Premises. Concessionaire expressly represents, covenants, warrants, guarantees, and agrees that it shall comply with all applicable federal, state, regional and local laws, regulations and ordinances protecting the environment and natural resources including, but not limited to, the Federal Clean Water Act, Safe Drinking Water Act, Clean Air Act, Resource Conservation Recovery Act, Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("Superfund") and all rules and regulations promulgated or adopted thereunder as same may from time to time be amended. Concessionaire further expressly represents, covenants, warrants, guarantees, and agrees that it shall fully comply with all state and local laws, ordinances, rules, and regulations protecting the environment. Concessionaire agrees to keep informed of future changes in the existing environmental laws.

Concessionaire hereby expressly agrees to indemnify and hold Authority harmless from and against any and all liability for fines and physical damage to property or injury or deaths to persons, including reasonable expense and attorney's fees, arising from or resulting out of, or in any way caused by, Concessionaire's failure to comply with any and all applicable federal, state and local laws, ordinances, regulations, rulings, orders and standards, now or hereafter, promulgated for the purpose of protecting the environment. Concessionaire agrees to cooperate with any investigation or inquiry by any governmental agency regarding possible violation of any environmental law or regulation.

ARTICLE 23 FEDERAL AVIATION ADMINISTRATION

This Agreement may be subject to approval by the Federal Aviation Administration (FAA). If the FAA objects to any portion of the Agreement, the parties will negotiate to resolve any objection(s).

ARTICLE 24 AMERICANS WITH DISABILITIES ACT

Concessionaire shall comply with the requirements of "The Americans with Disabilities Act" (ADA) as published in the Federal Register, Volume 56, No. 144, and the State of Florida Accessibility Requirements Manual (ARM).

ARTICLE 25 AFFIRMATIVE ACTION

Concessionaire assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Concessionaire assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Concessionaire assures that it will require that its covered sub organizations provide assurances to Concessionaire that they similarly will undertake affirmative action programs and that they will require assurances from their sub organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

ARTICLE 26 NONDISCRIMINATION

Concessionaire, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of Airport facilities; (2) that Concessionaire shall use the Airport Premises in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

In the event of breach of any of the above nondiscrimination covenants, Authority shall have the right to terminate the Agreement and to re-enter into a new agreement as if said Agreement had never been made or issued. The provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, part 21 are followed and completed, including exercise or expiration of appeal rights.

ARTICLE 27 DISADVANTAGED BUSINESS ENTERPRISE

Concessionaire shall comply with Authority's approved Airport Concession Disadvantaged Business Enterprise (ACDBE) program submitted in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Office of the Secretary, Part 23, Participation by DBE programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 and as said regulations may be amended. Further provided, that no person shall be excluded from participation in, denied the benefits of, or otherwise discriminated against in connection with the award and performance of any contract, including subcontracts, covered by 49 CFR Part 23 on the grounds of race, color, national origin or sex. Concessionaire shall make good faith efforts to attain the goal of DBE participation of nine percent (9%) as set by the Authority for this Agreement.

Concessionaire will provide Authority an ACDBE Plan ("Plan") specific to this Agreement and all other agreements with the Authority to achieve the nine percent (9%) participation goal set by the Authority within sixty (60) days immediately following the Commencement Date of this Agreement, The Plan shall inform the Authority what ACDBE companies Concessionaire shall use to provide the services described therein, which Plan shall be subject to Authority's written approval. Concessionaire agrees that within sixty (60) days after the expiration of each Federal fiscal year during the term of this Agreement, it will provide a report to the Authority, in a form acceptable to the Authority, describing the gross receipts of each such ACDBE (and each substitute ACDBE obtained), and the dollar value of other goods and services purchased by the Concessionaire from each such ACDBE, in each case calculated in accordance with the requirements outlined in 49 CFR Part 23. Concessionaire agrees that it will submit within the same period described above a report to the Authority, in a form acceptable to the Authority, describing the Concessionaire's total gross receipts for the entire contract.

Concessionaire agrees that within sixty (60) days after the expiration of each calendar quarter during the term of this Agreement, it will provide a report to the Airport Authority, in a form acceptable to the Authority, describing the gross receipts of each such ACDBE (and each substitute ACDBE obtained) or the dollar value of other goods and services purchased by the Concessionaire from each such ACDBE, in each case calculated in accordance with the requirements outlined in 49 CFR Part 23.

Concessionaire agrees that it will also submit within the same period described in (a) above a report to the Authority, in a form acceptable to the Authority, describing the Concessionaire's total gross receipts for the entire contract, or in the case of a rental car concession, the total dollar value of vehicles and other goods and services purchased by the Concessionaire.

Concessionaire will have no right to terminate an ACDBE for convenience without the Authority's prior written consent. If an ACDBE is terminated by the Concessionaire with the Authority's consent or because of the ACDBE's default, then the Concessionaire must make a good faith effort, in accordance with the requirements of 49 CFR Part 23.25 (e)I(iii) and (iv) and 49 CFR Part 26.53 to find another ACDBE to substitute for the original ACDBE to perform the same estimated gross receipts) under the contract as the ACDBE that was terminated.

The Concessionaire's breach of the obligations of this Article shall be an event of default by the Concessionaire and shall entitle the Authority to immediately terminate this Agreement.

ARTICLE 28 PROPERTY RIGHTS RESERVED

This Agreement shall be subject and subordinate to all the terms and conditions of any instruments and documents under which Authority acquired the land or improvements thereon, of which said food and beverage locations are a part and shall be given only such effect as will not conflict with nor be inconsistent with such terms and conditions. Concessionaire understands and agrees that this Agreement shall be subordinate to the provisions of any existing or future agreement between Authority and the United States of America, or any of its agencies, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport, and to any terms or conditions imposed upon the Airport by any other governmental entity. Authority warrants and represents that, as of the date hereof, there are no instruments, documents or other restrictions described in this Article 28 which could operate to restrict, impair, or prohibit Concessionaire's ownership and operation of a restaurant in compliance with this Agreement. Authority will provide written notice to Concessionaire of the imposition hereafter of any restrictions or other provisions which could operate to restrict, impair, or prohibit the operation of such restaurant by Concessionaire.

ARTICLE 29 SUBORDINATION OF BOND RESOLUTION

This Agreement and all rights of Concessionaire hereunder are expressly subordinated and subject to the lien and provisions of any pledge, transfer, hypothecation, or assignment made (at any time) by Authority to secure Bond financing. This Agreement is subject and subordinate to the terms, covenants, and conditions of the Bond Resolution authorizing the issuance of Bonds by Authority. Authority may amend or modify the Bond Resolution or make any change thereto that does not materially adversely affect Concessionaire's rights under this Agreement. Conflicts between this Agreement and the Bond Resolution shall be resolved in favor of the Bond Resolution. Authority warrants and represents that, as of the date hereof, there are no terms or provisions in such agreements, assignments or resolutions described in this Article 29 which could operate to restrict, impair, or prohibit Concessionaire's ownership and operation of a restaurant in compliance with this Agreement.

ARTICLE 30 SUBORDINATION TO FEDERAL AGREEMENTS

This Agreement shall be subject and subordinate to all the terms and conditions of any instrument and documents under which the Authority acquired the land or improvements thereon and shall be given only such effect as will not conflict with nor be inconsistent with such terms and conditions. Concessionaire understands and agrees that this Agreement shall be subordinate to the provisions of any existing or future agreement between Authority and the United States of America, or any of its agencies, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport. Authority warrants and represents that, as of the date hereof, there are no terms or provisions in such agreements, assignments or resolutions described in this Article 29 which could operate to restrict, impair, or prohibit Concessionaire's ownership and operation of a restaurant in compliance with this Agreement.

ARTICLE 31 EMINENT DOMAIN

In the event the United States of America or the State of Florida shall, by exercise of the right of eminent domain or any other power, acquire title in whole or in part of the Airport, including any portion assigned to Concessionaire, Concessionaire shall have no right of recovery whatsoever against Authority but shall make its claim for compensation solely against the United States of America or the State of Florida, as the case may be.

ARTICLE 32 PERSONAL PROPERTY

Any personal property of Concessionaire or of others placed in the Premises shall be at the sole risk of Concessionaire or the owners thereof, and Authority shall not be liable for any loss or damage thereto, irrespective of the cause of such loss or damage, and Concessionaire hereby waives all rights of subrogation or recovery for such damage, destruction, or loss.

ARTICLE 33 ASSIGNMENT AND SUBLETTING

Concessionaire shall <u>not</u> assign or subcontract this Agreement, either in whole or in part, without prior written consent of Authority which consent may be withheld for any reason whatsoever at the sole discretion of Authority. No request for, or consent to, such assignment shall be considered unless Concessionaire shall have paid all fees, and charges which have accrued in favor of Authority and Concessionaire shall have otherwise met all other legal obligations to be performed, kept, and observed by it under the terms and conditions of this Agreement or as this Agreement may be subsequently amended or modified. Authority reserves the right to investigate the financial capacity of the proposed assignee or subcontractor prior to making its decision.

ARTICLE 34 ADDITIONS, ALTERATIONS AND SIGNS

34.1 Alterations or Additions.

Concessionaire shall make no alterations or additions to the Premises or leasehold improvements thereon, without the prior written consent of Authority.

34.2 Signage.

Concessionaire shall not erect and will not allow to be erected on the Premises any advertising, sign or poster or any other advertising device of whatever kind or notice without prior written approval of Authority, which may be withheld for any reason whatsoever at Authority's sole discretion. Merchandise display and promotional signs within the Premises are exempt from this requirement provided they are in good taste and satisfy the operational, performance and service standards herein.

ARTICLE 35 RELATIONSHIP OF THE PARTIES

Concessionaire is and shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions, and Authority shall in no way be responsible therefor.

ARTICLE 36 RIGHTS RESERVED TO AUTHORITY

Rights not specifically granted to Concessionaire by this Agreement are expressly and independently reserved to Authority. The Authority expressly reserve(s) the right to prevent any use of the Premises which would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute a hazard.

ARTICLE 37 RIGHT OF ENTRY

Authority shall have the right to enter the Premises for the purpose of protecting Authority's rights and interest, providing for periodic inspection of the Premises from the standpoint of safety and health, and monitoring Concessionaire's compliance with the terms of this Agreement.

ARTICLE 38 RIGHT OF FLIGHT

Authority reserves, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property owned by Authority, including the Premises, together with the right to cause in said airspace, such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on the Airport.

Concessionaire expressly agrees for itself, its successors, and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the Premises to such a height to comply with Federal Aviation Regulations, Part 77, or Florida statute. Concessionaire further expressly agrees for itself, its successors, and assigns, to prevent any use of the Premises which would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute an airport hazard.

ARTICLE 39 SURRENDER OF PREMISES

Concessionaire shall surrender up and deliver the Premises to Authority upon termination of this Agreement in the same condition as existed at the commencement of this Agreement, ordinary

wear and tear excepted. Provided Concessionaire is not in default in the payment of fees and charges required under this Agreement, Concessionaire, at the termination of this Agreement, shall remove all its private property from the Premises forthwith. Failure on the part of Concessionaire to remove same on the date of termination shall constitute a gratuitous transfer of title thereof to Authority for whatever disposition is deemed to be in the best interest of Authority. Any costs incurred by Authority in the disposition of such private property shall be borne by Concessionaire.

ARTICLE 40 NO ACCEPTANCE OF SURRENDER

No action by Authority or Authority's agents or employees during the term of this Agreement shall be deemed an acceptance of the surrender of this Agreement and no acceptance of a surrender shall be valid unless in writing.

ARTICLE 41 GOVERNING LAW AND VENUE

This Agreement shall be construed in accordance with the laws of the State of Florida. Venue for any action brought pursuant to this Agreement shall be in Sarasota or Manatee Counties, Florida. Any action for breach of or enforcement of any provision of this Agreement shall be brought in the 12th Judicial Circuit in and for Sarasota or Manatee County.

ARTICLE 42 ATTORNEY'S FEES AND COSTS

In the event legal action is required hereunder to enforce the rights of the parties pursuant to this Agreement the prevailing party in such action shall be entitled to recover costs and attorney's fees, including appellate fees.

ARTICLE 43 INVALIDITY OF CLAUSES

The invalidity of any portion, article, paragraph, provision, or clause of this Agreement shall have no effect upon the validity of any other part of portion thereof.

ARTICLE 44 QUIET ENJOYMENT

Authority covenants that Concessionaire shall and may peaceably and quietly have, hold, and enjoy the Premises and all parts thereof for the term hereby granted, subject to the terms and provisions hereof.

ARTICLE 45 MORTGAGE RIGHTS OF LESSEE

Concessionaire may mortgage, pledge, or hypothecate its property and leasehold interest provided Concessionaire as a condition precedent first provides to Authority written evidence that the priority right of Authority under this Agreement will not be adversely affected by such action.

ARTICLE 46 CORPORATE TENANCY

If Concessionaire is a corporation, the undersigned officer of Concessionaire hereby warrants and certifies to Authority that Concessionaire is a corporation in good standing and is authorized to do business in the State of Florida. The undersigned officer of Concessionaire hereby further warrants and certifies to Authority that he or she, as such officer, is authorized and empowered to bind the corporation to the terms of this Agreement by his or her signature thereto. Authority, before it accepts and delivers this Agreement, shall require Concessionaire to supply it with a Sworn Statement on Public Entity Crimes, Exhibit B attached hereto and incorporated herein, and a certified copy of the corporate resolution authorizing the execution of this Agreement by Concessionaire. If there shall occur any change in the ownership of and/or power to vote the majority of the outstanding capital stock of Concessionaire, whether such change or ownership is by sale, assignment, bequest, inheritance, operation of law or otherwise, without the prior written consent of Authority, then Authority shall have the option to terminate this Agreement upon thirty (30) days' written notice to Concessionaire, furthermore, Concessionaire shall have an affirmative obligation to notify immediately Authority of any such change.

ARTICLE 47 NOTICES AND COMMUNICATIONS

All notices or other communications to Authority or to Concessionaire pursuant hereto shall be deemed validly given, served, or delivered, upon deposit in the United States mail, certified and with proper postage and certified fee prepaid, addressed as follows:

To Authority
Sarasota Manatee Airport Authority
Sarasota Bradenton International Airport
6000 Airport Circle
Sarasota, Florida 34243

To <u>Concessionaire</u>
Mark Mitchell
Mitchell Management of Florida, Inc.
2311 N. Tamiami Trail
Nokomis, FL 34275

or to such other address as the addressee may designate in writing by notice to the other party delivered in accordance with the provisions of this paragraph.

ARTICLE 48 FEDERAL RIGHT TO RECLAIM

In the event a United States governmental agency shall demand and take over the entire facilities of the Airport or the portion thereof wherein the Premises are located, for public purposes, then this Agreement shall thereupon terminate, and Authority shall be released and fully discharged from all liability hereunder. In the event of such termination, Concessionaire's obligation to pay a concession fee, rents and other charges shall cease, however, nothing herein shall be construed as relieving Concessionaire from any of its liabilities relating to events or claims of any kind whatsoever prior to this termination.

ARTICLE 49 AUTHORITY NOT LIABLE

Authority shall not be responsible or liable to Concessionaire for any claims for compensation or any losses, damages or injury sustained by Concessionaire resulting from (a) cessation for any reason of air carrier operations, or (b) diversion of passenger traffic to any other facility.

ARTICLE 50 WAIVERS

No waiver by Authority at any time of any of the terms, conditions, covenants, or agreements of this Agreement, or noncompliance therewith, shall be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant, or agreement herein contained, nor of the strict and prompt performance thereof by Concessionaire. No delay, failure, or omission of Authority to reenter the Premises or to exercise any right, power, privilege, or option arising from any default nor subsequent acceptance of fees and charges then or thereafter accrued, shall impair any such right, power, privilege, or option or be construed to be a waiver of any such default or relinquishment thereof, or acquiescence therein. No notice by Authority shall be required to restore or revive time as of the essence hereof after waiver by Authority or default in one or more instances. No option, right, power, remedy, or privilege of Authority shall be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the rights, power, options, or remedies given to Authority by this Agreement are cumulative and no one of them shall be exclusive of the other or exclusive of any remedies provided by law, and that the exercise of one (1) right, power, option or remedy by Authority shall not impair its rights to any other right, power, option or remedy.

ARTICLE 51 PARAGRAPH HEADINGS

The paragraph headings contained herein are for convenience in reference and are not intended to specifically define or limit the scope of any provision of this Agreement.

ARTICLE 52 FAMILIARITY AND COMPLIANCE WITH TERMS

Concessionaire represents that it has carefully reviewed the terms and conditions of this Agreement and is familiar with such terms and conditions and agrees to faithfully comply with the same to the extent to which said terms and conditions apply to its activities as authorized and required by this Agreement.

ARTICLE 53 SUCCESSORS AND ASSIGNS

All provisions of this Agreement shall extend to bind and inure to the benefit not only of Authority and of Concessionaire, but also their legal representatives, successors, and assigns, provided any assignment receives prior written approval of Authority.

ARTICLE 54 RADON GAS DISCLOSURE

It is a requirement of the State of Florida that the following notification statement be included in all agreements relating to rental or use of real property. This is provided for information purposes only.

RADON GAS: Radon is naturally occurring radio-active gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

ARTICLE 55 MISCELLANEOUS PROVISIONS

All terms and provisions hereof shall be binding upon, and the benefits inure to the parties hereto and their heirs, personal representatives, successors, and assigns. Wherever used, the singular number shall include the plural, the plural the singular and the use of any gender shall include all genders. This Agreement, and instruments of documents relating to same, shall be construed under Florida law. This Agreement may be amended only by written instrument signed by the Parties hereto.

IN WITNESS THEREOF, the parties have hereunto set their hands and seals lhe day and year first above written.

SARASOTA MANATEE AIRPORT AUTHORITY	MITCHELL MANAGEMENT OF FLORIDA, INC.	
Signature	Signature WW	
Name	Name Markmitchell	
Title	Title Manager	
Date	Date 1 19 2023	
WITNESSES	WITNESSES	
Signature	Signature Vice Houll	
Name	Name Nicole Howell	
Title	Title Project Manager	
Date	Date 1/19/23	
Signature	Signature DANA MI	
Nome	Name Heather M. 1200 20	
Title	Title Accounting	
Date	Date 1/19/23	
Approved as to Form & Legality for Sarasota Manatee Airport Authority		
Charles D. (Dan) Bailey, Jr., Esq. General Counsel, Williams Parker		

EXHIBIT A-1 PREMISES – SECOND FLOOR MAIN TERMINAL

(Pending SMAA staff review)

EXHIBIT A-2 PREMISES – FIRST FLOOR MAIN TERMINAL

(Pending SMAA staff review)

EXHIBIT B

SWORN STATEMENT PURSUANT TO SECTION 287.122(3)(A) FLORIDA STATUTE, PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1.	This sworn statement is submitted to SARASOTA MANATEE AIRPORT AUTHORITY			
	by:			
	(print individual's name and title)			
	for: (print name of entity submitting sworn statement)			
	(print name of entity submitting sworn statement)			
	whose business address is:			
and, (if applicable) its Federal Employer Identification Number (FEIN) is				
	(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)			
2.	I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transactior of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services, any lease for rea property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.			
3.	I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), Florida Statute means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of gui in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, because of a jury verdict, nonjury trial, or entry of a plea of guilty of nolo contendere.			
4.	I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:			
	(1) A predecessor or successor of a person convicted of a public entity crime; or			
	(2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls			

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

an affiliate.

another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months is considered

6.	entity submitting this sworn statement. (Indicate statement. (Check only one statement)		elow is true in relation to the □) in front of the appropriate
	Neither the entity submitting this sworn statements, shareholders, employees, members, entity, nor any affiliate of the entity was charged 1989.	or agents who are activ	e in the management of the
	The entity submitting this sworn statement, partners, shareholders, employees, members, entity, or an affiliate of the entity was charged vi 1989.	or agents who are activ	e in the management of the
	The entity submitting this sworn statement, partners, shareholders, employees, members, entity, or an affiliate of the entity was charged v 1989. However, there was a subsequent proce Division of Administrative Hearings, and the Finalit was not in the public interest to place the envendor list. (Attach a copy of final order)	or agents who are active with and convicted of a prededing before a Hearing (all Order entered by the Hearth of the Hearth	re in the management of the ublic entity crime after July 1, Officer of the State of Florida, earing Officer determined that
PU AN IS TO SE	UNDERSTAND THAT THE SUBMISSION OF THIS PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (IND THAT THIS FORM IS VALID THROUGH DECENTION OF THAT I AM RESTO ENTERING INTO A CONTRACT IN EXCESSECTION 287.017, FLORIDA STATUTES, FOR CACORRECTNESS OF THE INFORMATION CONTAINS	ONE) ABOVE IS FOR TI EMBER 31 OF THE CAI QUIRED TO INFORM T S OF THE THRESHOL TEGORY TWO, OF ANY	HAT PUBLIC ENTITY ONLY, LENDAR YEAR IN WHICH IT HE PUBLIC ENTITY, PRIOR D AMOUNT PROVIDED IN CHANGE AFFECTING THE
		(Signature)	(Date)
	COUNTY OF	(Printed Name)	
onl 202	The foregoing instrument was acknowledged but notarization, this	day of who is □	☐ physical presence or ☐, personally known to me or
	has produced	as identification.	
		Signature of Notary	Public
		Printed Name of No	tary Public
		My Commission Ex	pires:
		(SEAL)	

EXHIBIT C BRAND, MENU AND PRICES

(Pending SMAA staff review)

AGENDA ITEM NO. <u>6.7</u>

SARASOTA MANATEE AIRPORT AUTHORITY January 30, 2023, REGULAR MEETING STAFF NARRATIVE

REQUEST FOR APPROVAL LEASE, DEVELOPMENT AND OPERATING AGREEMENT WITH DAVINCI INFLIGHT TRAINING INSTITUTE, INC.

EXECUTIVE SUMMARY: Recommending Approval of a Lease, Development and Operating Agreement with Davinci Inflight Training Institute, Inc.

NARRATIVE: Davinci Inflight Training Institute, Inc. ("Davinci") provides online and on-site aviation education and training from its existing facility in Ft. Lauderdale. Davinci offers a suite of training programs for entry-level and advanced corporate and commercial professionals, including hands-on training platforms for CFR 91/135/125 cabin safety procedures, AED, and CPR medical first aid, catering, and culinary services, through classroom lectures, presentations, videos, and hands-on interactive drills.

Davinci proposes to invest a minimum of \$3.5M to construct, at its sole expense, a minimum of fifteen thousand (15,000) square feet of classroom, laboratory, and office space on approximately 1.166 acres of land located east of US Highway 41, immediately south of the Braden Avenue intersection. Due to concerns regarding access to labor and materials, construction of the required improvements is proposed to be completed no later than twenty-four (24) months from the effective date of the proposed agreement, unless otherwise approved in writing by Authority,

The proposed agreement includes an initial twenty (20) year term with two five (5) year renewal terms at the option of the Airport Authority. The proposed initial annual rental rate is seventy-five cents (\$0.75) per square foot per annum, subject to a CPI adjustment every third year throughout the term of the agreement. If the agreement is renewed, ownership of the improvements will transfer to the Authority and the Authority will receive rent, based on a fair market value appraisal, for the use of the improvements constructed or placed upon the Premises by Davinci.

Based on the Airport Authority's commitment to aviation education and the terms and conditions presented, the President, CEO recommends approval of the Lease, Development and Operating Agreement with Davinci Inflight Training Institute, Inc.

RECOMMENDATION: It is hereby recommended that the Sarasota Manatee Airport Authority Board approve a Lease, Development and Operating Agreement, with Davinci Inflight Training Institute, Inc. consistent with the terms presented.

ATTACHMENT: Proposed Lease, Development and Operating Agreement with Davinci Inflight Training Institute, Inc.



AVIATION INFLIGHT TRAINING LEASE, DEVELOPMENT AND OPERATING AGREEMENT

SARASOTA BRADENTON INTERNATIONAL AIRPORT SARASOTA, FLORIDA

BETWEEN

SARASOTA MANATEE AIRPORT AUTHORITY

AND

DAVINCI INFLIGHT TRAINING INSTITUTE, INC.

Effective Date: February 1, 2023

AVIATION INFLIGHT TRAINING LEASE, DEVELOPMENT AND OPERATING AGREEMENT BETWEEN SARASOTA MANATEE AIRPORT AUTHORITY AND DAVINCI INFLIGHT TRAINING INSTITUTE, INC.

This Lease, Development and Operating Agreement (this "Lease") is made and entered into by and between the Sarasota Manatee Airport Authority, a body politic and corporate existing under the laws of the State of Florida ("Authority"), and DaVinci Inflight Training Institute, Inc., a corporation organized and existing under the laws of the State of Florida, ("Lessee").

WITNESSETH:

WHEREAS, Authority owns and operates the Sarasota Bradenton International Airport ("Airport"), located in Sarasota County and Manatee County, Florida; and

WHEREAS, Lessee owns and operates a training institute that provides aviation inflight training programs for the corporate and commercial aviation industry; and

WHEREAS, Lessee desires to lease land at the Airport for the development and operation of an aviation inflight training facility at the Airport; and

WHEREAS, Authority is authorized to lease land at the Airport pursuant to the Florida Statutes for aviation use, and desires to lease land to Lessee for an aviation inflight training facility at the Airport;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, and other good and valuable consideration, the receipt of which the parties hereby expressly acknowledge, the parties hereto covenant and agree to the following terms and conditions:

Article 1 - Recitals/Effective Date

The foregoing recitals are true and correct and are hereby incorporated herein by reference. This Lease shall become effective when approved by the Sarasota Manatee Airport Authority Board and signed by all parties ("Effective Date").

Article 2 - Definitions

The following words, terms, and phrases wherever used in this Lease shall have the meanings set forth in this Article and the meanings shall apply to both singular and plural forms of such words, terms, and phrases.

2.01 "Adjustment Date" has the meaning set forth in Section 5.06.

- 2.02 "Airport" means the Sarasota Bradenton International Airport located in Sarasota and Manatee Counties, Florida.
- 2.03 "<u>Airport Rules and Regulations</u>" means the Rules and Regulations for Aeronautical Activities, dated March 20, 2019, as now or hereafter amended, and any successor ordinance or resolution regulating activities or operations on the Airport.
 - 2.04 "Appraisal Adjustment Date" has the meaning set forth in Section 5.07.
 - 2.05 "Approved Costs" has the meaning set forth in Section 8.01(B).
- 2.06 "Authority" means the body politic and corporate existing under the laws of the State of Florida responsible for the management and operation of the Sarasota Bradenton International Airport.
- 2.07 "Base Rental" means: (a) the initial annual Land Rent provided in Section 5.01(A); and (b) the initial annual Improvement Rent established on the dates provided in Section 5.02 for the buildings and improvements identified in Section 5.02. The Base Rental shall be adjusted as provided in Section 5.06 and 5.07 on the Appraisal Adjustment Dates.
- 2.08 "Base Year" For all rental adjustments occurring before the first Appraisal Adjustment Date, Base Year means the initial twelve-month period of the Lease starting with the Commencement Date. After the first Appraisal Adjustment Date, the Base Year shall be the lease year that began on the most recent Appraisal Adjustment Date.
 - 2.09 "Board" means the Board of the Sarasota Manatee Airport Authority, Florida.
 - 2.10 "CEO/President" means the CEO/President of the Sarasota Manatee Airport Authority.
 - 2.11 "Commencement Date" has the meaning set forth in Section 3.01.
 - 2.12 "Consumer Price Index" has the meaning set forth in Section 5.06.
 - 2.13 "Damages" has the meaning set forth in Article 19.
- 2.14 "<u>Derelict Vehicle</u>" means a vehicle designed for use on the roadways that is in a wrecked, dismantled or partially dismantled condition, or which is in an inoperable condition.
 - 2.15 "Effective Date" shall have the meaning set forth in Article 1.
- 2.16 "Environmental Laws" means all applicable federal, state, or local laws, statutes, ordinances, rules, regulations, and governmental restrictions relating to the protection of the environment, human health, welfare, or safety, or to the emission, discharge, seepage, or release of Hazardous Substances into the environment, including, but not limited to, ambient air, surface water, groundwater, or land, or otherwise relating to the handling of such Hazardous Substances.
 - 2.17 "FAA" means the Federal Aviation Administration.

- 2.18 "FBO" or "Fixed Base Operator" means a Fixed Base Operator as defined in Article 13 of the Minimum Standards for Aeronautical Activities at Sarasota Bradenton International Airport, dated March 26, 2018, as now or hereafter amended.
- 2.19 "<u>Hazardous Substances</u>" means any contaminant, hazardous or toxic substance, material or waste of any kind or any other substance that is regulated by any Environmental Laws.
 - 2.20 "Improvement Rent" has the meaning set forth in Section 5.02(A).
 - 2.21 "Initial Term" has the meaning set forth in Section 3.01.
 - 2.22 "Inspection Period" has the meaning set forth in Section 3.03(B).
- 2.23 "Inspections" means any inspections and tests that Lessee deems appropriate with respect to the Premises, including, but not limited to, the following: (a) physical inspection of the Premises; (b) soil investigation; (c) environmental assessment; (d) topographic studies; and (e) engineering, utilities, and site planning studies.
- 2.24 "<u>Land Rent</u>" is the rent payable by Lessee for the ground being leased by Authority to Lessee. See Section 5.01.
- 2.25 "Lease" means this Lease as now or hereafter amended, and all exhibits attached hereto, which are incorporated herein by reference. Words such as "herein," "hereafter," "hereof," "hereby" and "hereunder" when used with reference to this Lease, refer to this Lease as a whole, unless context otherwise requires.
 - 2.26 "Leasehold Mortgage" has the meaning set forth in Section 15.01.
 - 2.27 "Letter of Credit" has the meaning set forth in Section 5.09.
 - 2.28 "Minimum Capital Expenditure" has the meaning set forth in Section 8.01(B).
- 2.29 "Minimum Standards" means the Minimum Standards for Aeronautical Activities for Sarasota Bradenton International Airport adopted by the Authority on March 26, 2018, as now or hereafter amended, and any successor minimum standards for aeronautical activities adopted for the Authority.
 - 2.30 "Non-Discrimination Authorities" has the meaning set forth in Section 25.02(C).
- 2.31 "Person" includes a partnership, joint venture, association, corporation, limited liability company, trust, or other entity, or, where the context so permits or requires, a natural person.
 - 2.32 "Phase I ESA" has the meaning set forth in Section 21.05
 - 2.33 "Phase II ESA" has the meaning set forth in Section 21.05.
 - 2.34 "Plans" has the meaning set forth in Section 8.01(C).

- 2.35 "Pre-existing Environmental Condition" means the presence of Hazardous Substances in violation of Environmental Laws on, in or under the Property (including soil, groundwater, and soil vapor) because of the discharge, release, disposal, storage, treatment, migration or any other activities occurring prior to the Effective Date of this Lease.
- 2.36 "Premises" means the Property described on Exhibit A-1 for Lessee's exclusive use and all improvements now or hereafter constructed thereon, subject to easements, rights-of-way, and any other encumbrances of record.
- 2.37 "Property" means the real property described on Exhibit A-1, subject to easements, rights-of-way, and any other encumbrances of record, excluding any improvements constructed thereon.
 - 2.38 "Renewal Term" has the meaning set forth in Section 3.02.
 - 2.39 "Required Improvements" has the meaning set forth in Section 8.02(A).
 - 2.40 "Security Deposit" has the meaning set forth in Section 5.09.
- 2.41 "Lessee Parties" means Lessee and its sublessees, contractors, suppliers, employees, officers, licensees, agents, and invitees.
 - 2.42 "Term" means the Initial Term and any Renewal Term.
- 2.43 "TSA" means the Transportation Security Administration of the Authority of Homeland Security and its authorized successors.

Article 3 - Commencement Date/Term

- 3.01 <u>Initial Term.</u> The initial term of this Lease shall commence on the first of the following to occur ("Commencement Date"), which date shall be memorialized by Authority in writing to the Lessee: (a) the date of substantial completion of the Building as evidenced by Lessee's receipt of a certificate of occupancy for said building; (b) the date Lessee commences using the Premises (or any part thereof) for the conduct of its aviation inflight training business (other than construction); or c) twenty-four months immediately following the Effective Date, and shall terminate twenty (20) years after the Commencement Date ("Initial Term"), unless sooner terminated pursuant to the terms of this Lease. As used herein, "Lease Year" shall have the following meaning: the first Lease Year shall be the period beginning on the Commencement Date and ending on the last day of the previous calendar month one year later; successive Lease Years shall be the annual periods immediately succeeding the end of the first Lease Year.
- 3.02 <u>Renew Terms.</u> Provided that Lessee is not in default on any terms, covenants conditions of this Lease, the Authority and Lessee may extend this Lease under the same terms, covenants, and conditions of this Lease for up to two (2) additional five (5) year terms (hereinafter the "Renewal Terms"). If the Lessee wishes to extend the Term of this Lease, Lessee shall provide written notice to the Authority of its desire to exercise a Renewal Term, six (6) months prior to the expiration of the Initial Term of the Lease, as amended. The Authority will decide to extend or not extend the Lease and notify Lessee of its decision within thirty (30) days following the Authority's receipt of Lessee's written request to extend the Term of this Lease. Only one Renewal Term may be exercised by the Authority and Lessee at any one time. Each

Renewal Term shall be effective by a written instrument signed by both parties without the need for formal amendment to this Lease. Unless otherwise set forth in this Lease, the word "Term" shall refer to the Initial Term and any Renewal Term(s). During any Renewal Term all provisions of the Lease shall remain in full force and effect except as specifically set forth herein. The renewal options are limited to those described in this section 3.02.

3.03 Inspections.

- (A) From and after the Effective Date and up to the Commencement Date, Lessee shall have the right to use and occupy the Premises for the installation and construction of the Required Improvements subject to the terms and conditions of this Lease.
- (B) From and after the Effective Date and expiring ninety (90) days thereafter ("Inspection Period"), Lessee may conduct any Inspections that Lessee deems appropriate with respect to the Premises. All Inspections performed hereunder shall be conducted at Lessee's sole cost and expense and shall be performed by licensed Persons dealing in the respective areas or matters. Lessee agrees to indemnify Authority from and against all losses, damages, costs, expenses and/or liability of whatsoever nature arising from or out of a Lessee Party's entry upon and inspection of the Premises. Lessee's obligation to indemnify Authority pursuant to this Section shall survive the expiration or termination of this Lease. Prior to the expiration of the Inspection Period, Lessee shall provide Authority with one (1) complete copy of all written reports detailing the results of the Inspections obtained by Lessee hereunder.
- (C) If Lessee reasonably determines that it will be unable to use the Premises for the uses permitted hereunder based on the result(s) of the Inspections, or if environmental assessment(s) reveal the presence of a Pre-existing Environmental Condition not acceptable to Lessee, Lessee may elect to terminate this Lease upon written notice to Authority on or before the expiration of the Inspection Period. In the event Lessee fails to properly exercise its right to terminate this Lease pursuant this Section, Lessee shall be deemed to have waived such right and accepted the Premises "As Is" in its then existing condition, subject to all defects, latent or patent, if any; provided, however, that Lessee's acceptance of the Premises will not limit Authority's obligations with respect to any Preexisting Environmental Condition for which Authority has taken responsibility pursuant to Section 3.03 (D). In the event Lessee terminates this Lease pursuant to this Section, Lessee, at its sole cost and expense, shall repair any damage resulting from the Inspections and restore the Premises to the condition in which it existed prior thereto, using materials of like kind and quality.
- (D) Authority has provided Lessee with a Phase I Environmental Site Assessment dated January 12, 2023, by Enviro-Audit & Compliance, Inc., which states the condition of the Premises on the effective date of the report ("Environmental Baseline Report"). Lessee understands that it is accepting the condition of the Premises as described in the Environmental Baseline Report together with any environmental reports/studies, if any, prepared by Lessee during the Inspection Period, shared with, and confirmed by the Authority ("Lessee Environmental Reports").

(E) From and after the Effective Date and expiring ninety (90) days thereafter ("Inspection Period"), Lessee may also cause a Phase I environmental assessment ("Phase I ESA") of the Premises to be prepared and delivered to Authority. If the Phase I ESA indicates that there is a potential that an environmental condition may exist on the Premises, or the adjacent property based on activities that have occurred or are occurring on the Premises. Lessee shall promptly cause a Phase II environmental assessment ("Phase II ESA") of the Premises to be prepared and delivered to Authority.

The Phase I ESA and Phase II ESA shall be prepared by a professional geologist or engineer licensed by the State of Florida, acceptable to Authority, and shall be prepared to meet the standards of practice of the American Society of Testing and Materials, to determine the existence and extent, if any, of Hazardous Substances on the Premises. The Phase I ESA and Phase II ESA shall state that Authority is entitled to rely on the information set forth therein. The Phase I ESA and Phase II ESA shall be prepared and delivered to Authority at Lessee's sole cost and expense. The Phase II ESA must address any potential environmental conditions or areas of contamination identified in the Phase I ESA. To the extent the environmental conditions and/or contamination identified in the environmental assessments are a result of Lessee activities or operations on the Premises, Lessee shall, at its sole cost and expense, promptly commence and diligently pursue to completion any assessment, remediation, clean-up and/or monitoring of the Premises necessary to bring the Premises into compliance with Environmental Laws. The requirements of this paragraph shall be in addition to any other provisions of the Lease relating to the condition of the Premises and shall survive the termination or expiration of the Lease.

If the Inspections of Lessee reveal a Pre-existing Environmental Condition that is not acceptable to Lessee, Lessee shall notify Authority in writing during the Inspection Period of the Pre-existing Environmental Condition with a copy of the Inspection report(s). Authority may give written notice to Lessee within thirty (30) days of the expiration of the Inspection Period of its election to: a) terminate this Lease; or b) to assume the full responsibility and cost to remedy the identified Pre-existing Environmental Condition in accordance with Environmental Laws; or c) provide Lessee the option, at Lessee's sole discretion, to oversee and advance the cost of the remediation for full reimbursement by Authority via rent credits or other agreed upon repayment terms between the parties at the sole cost and expense of the Authority. The parties acknowledge and agree that the means and methods of remedying any Pre-existing Environmental Condition shall be commercially reasonable in nature and shall not unreasonably affect the Lessee's Permitted Use. If Authority fails to provide written notice of its election to either terminate the Lease or to remedy the Pre-Existing Condition, the Lease shall be deemed terminated.

(F) If a notice of termination is timely given by either party pursuant to this Section, or if the Lease is deemed terminated pursuant to this Section, the parties shall be relieved of all further liabilities and obligations under this Lease except for Lessee's indemnification obligations under Section 3.03(B) and Lessee's obligation to restore the Premises under Section 3.03(C).

Article 4 - Premises and Privileges

- 4.01 <u>Description of Premises.</u> Authority hereby demises and leases to Lessee, and Lessee hereby rents from Authority the Premises depicted on Exhibit A-1, attached, subject to the terms, conditions and covenants set forth herein.
- 4.02 <u>Privileges, Uses and Rights</u>. The rights granted hereunder are expressly limited to the non-exclusive right to construction, development, maintenance, and operation of the Premises as an Aviation Inflight Training Facility in compliance with all applicable Federal, State, and local laws, rules, and regulations, and pursuant to the terms, covenants, and conditions of this Lease, as may be amended. All rights granted by this Lease are fully non-exclusive and Authority reserves the right to enter into other leases or agreements for aviation inflight training at the Airport.
- 4.03 <u>Prohibited Uses, Products and Services.</u> Lessee agrees that the Premises shall be utilized solely as an aviation inflight training, bespoke products for aviation and catering, and for no other purpose. Lessee agrees that it shall not provide any other training, products, or services without the prior written approval of the Authority.
- 4.04 <u>Non-Exclusive Easement</u>. Authority hereby grants to Lessee, and Lessee hereby takes from Authority, a non-exclusive easement sufficient for vehicle access to and from U.S. Highway 41 and the Premises as depicted on Exhibit A-1 (the "Easement"). Said Easement may be used by Lessee, its owners, officers, employees, agents, and guests in common with all other tenants and users of the Airport as may be approved from time-to-time by the Authority. Authority may at any time temporarily or permanently close or consent to or request the closing, modification, or relocation of said Easement, and any other area at the Premises presently or hereafter used as such, so long as a reasonable means of ingress and egress for vehicles is concurrently made available to Lessee. Lessee hereby releases and discharges Authority, its successors, and assigns, of and from all claims, demands or causes of action which Lessee may now or at any time hereafter have against any of the foregoing arising or alleged to arise out of the temporary or permanent closing, modification, or relocation of said Easement, provided Authority concurrently makes available to Lessee a reasonable and effective means of ingress and egress for vehicles.
- 4.05 <u>Roadways and Sidewalks.</u> In addition to the privileges granted in this Article above, Authority hereby grants to Lessee the following general privileges, uses, and rights, all of which shall be subject to the terms, conditions, and covenants set forth herein and all of which shall be non-exclusive on the Airport:

The general use, in common with others, of roadways, sidewalks and other Airport facilities necessary for Lessee's operations, including the roadways, sidewalks, and facilities that Airport generally makes available for its Lessees and that are not specifically leased to or under the contractual control of others. The right of ingress to and egress from the Premises shall be subject to such laws, rules, regulations, and orders as now or may hereafter have application at the Airport. Except as expressly set forth in this Section, nothing in this Lease shall be construed to grant or convey to Lessee the right to use any space or area improved or unimproved which is leased to or under contractual control of a third party, or which Authority has not leased herein. Authority may at any time temporarily or permanently close or consent to or request the closing of any such roadways, and any other area at the Premises presently or hereafter used as such, so long as a reasonable means of ingress and egress is concurrently made available to Lessee. Lessee hereby releases and discharges Authority, its successors and assigns, of and from any and

all claims, demands or causes of action which Lessee may now or at any time hereafter have against any of the foregoing arising or alleged to arise out of the closing of any street, roadway, or other areas used as such, whether within or outside the Premises, provided that Authority simultaneously makes available to Lessee a reasonable means of ingress and egress.

4.06 <u>Service Standards.</u> Lessee shall:

- (A) Conduct its activities on and from the Premises in a safe, efficient, and first-class professional manner for which Lessee is known and consistent with the degree of professional care and skill exercised by respected and established aviation inflight training facilities.
- (B) Furnish good, prompt, and efficient service and sales adequate to meet all reasonable demands of Lessee's customers.
- (C) Provide its services and sales on a fair, equal, and non-discriminatory basis to all customers and charge fair, reasonable, and non-discriminatory prices for training services.
- (D) Maintain sufficient supplies and personnel to meet the reasonable demands of the customers at the Airport unless otherwise approved in writing by Authority.
- 4.07 <u>Compliance with Minimum Standards and Rules and Regulations.</u> Lessee agrees to comply with all applicable requirements set forth in the Minimum Standards for Aeronautical Activities and Airport Rules and Regulations applicable to Lessee's operations throughout the Term of this Lease. In the event of a conflict between this Lease and the Minimum Standards or Airport Rules and Regulations, Lessee acknowledges and agrees that the more stringent requirement shall apply to Lessee's operations hereunder.

4.07 Omitted.

4.08 <u>Condition and Use of Premises.</u> Subject to Lessee's rights to complete Inspections pursuant to Section 3.03 and any obligations of the Authority with respect to Pre-existing Environmental Conditions, Lessee accepts the Premises in its "AS IS CONDITION" and "WITH ALL FAULTS," together with all defects, latent and patent, if any. Lessee further acknowledges that Authority has made no representations or warranties of any nature whatsoever regarding the Premises including, but not limited to, the physical and/or environmental condition of the Premises or any improvements located thereon; the value of the Premises or improvements; the zoning of the Premises; title to the Premises; the suitability of the Premises or any improvements for Lessee's intended use; or Lessee's legal ability to use the Premises for Lessee's intended use.

Notwithstanding anything herein to the contrary, the Authority warrants and represents that the Non-Exclusive Off-Site Stormwater Facilities, as defined below in Section 5.01, are and shall remain in good working order and condition and are adequate to satisfy all requirements related to the permitting, construction, and use of the Required Improvements and Premises. Authority reserves the right to recover the operating and maintenance costs attributable to Lessee's proportional use of the Non-Exclusive Off-Site Stormwater Facilities in common with all other Lessees of the Airport that use the Non-

Exclusive Off-Site Stormwater Facilities, as provided for in Articles 5.01 (A) and 5.01(B) below, or as otherwise necessary to maintain the Non-Exclusive Off-Site Stormwater Facilities in good working order and condition, adequate to satisfy all requirements attributable to Lessee's proportionate use thereof.

<u>Article 5 – Rental, Fees, Charges and Security Deposit</u>

5.01 Land Rent.

- (A) Initial Rental Rate. Upon the Effective Date of this Lease, the leased Premises shall include approximately Fifty Thousand, Eight Hundred (50,800) square feet or approximately 1.166 acres of Land for Lessee's exclusive use as an aviation education and training facility, as depicted on Exhibit A-1, plus the equivalent of approximately Seven Thousand, Six Hundred and Twenty (7,620) square feet or approximately 0.175 acres of Land for the nonexclusive use of the Authority's existing offsite stormwater management land and facilities as depicted on Exhibit A-2 ("Non-Exclusive Off-Site Stormwater Facilities"). Beginning on the Commencement Date, Lessee shall pay Authority an initial annual rental rate of Seventy-Five Cents (\$0.75) per square foot per annum ("Rental Rate") for a total of approximately Fifty-Eight Thousand, Four Hundred and Twenty (58,420) square feet or approximately 1.341 acres of Land, subject to adjustment as set forth in Articles 5.06 and 5.07 herein.
- (B) <u>Monthly Installments</u>. Land Rent and any Improvement Rent as hereinafter defined shall be payable in equal monthly installments, in advance, without demand and without any deduction, holdback or set off whatsoever, by the first day of each month, as adjusted in accordance with Section 5.06 and 5.07 together with applicable sales tax. Any payment due hereunder for a fractional month shall be calculated and paid on a per diem basis (calculated based on the actual number of days in the month).

Within one hundred-twenty (120) days following the Execution Date, Lessee shall cause a survey and legal description of the Property to be prepared and submitted to Authority, which survey and legal description shall be subject to approval by Authority, and if approved by Authority, shall serve as Exhibit A-1 and the Exhibit to the Memorandum of Lease, attached as Exhibit D to this Lease.

Thereafter, prior to the Commencement Date, Lessee shall cause a survey of each of the Buildings and Improvements to be prepared and submitted to Authority, which survey shall be subject to approval by Authority, and if approved by Authority, shall serve shall be substituted in lieu of Exhibit A-1 and the Exhibit to Memorandum of Lease, attached as Exhibit D to this Lease, without need for an amendment of this Lease. Rent shall be established based on the total square footage of each of the Buildings and Improvements as determined by such As-Built survey. The survey shall be prepared by a professional surveyor in accordance with the minimum technical standards for surveys within the State of Florida.

(B) <u>Address for Payment</u>. All sums due hereunder shall be delivered to the Sarasota Manatee Airport Authority at 6000 Airport Circle, Sarasota, Florida 34243, or at such other address as may be directed in writing by Authority from time to time.

5.02 <u>Building/Improvement Rent.</u>

- (A) Improvement Rent. If this Lease is renewed as provided for in Article 3.02, Lessee shall commence payment of rent for the use of all buildings and improvements ("Improvement Rent") constructed or placed upon the Premises by the Lessee on the first day of the Twenty-First (21st) Lease Year. The Improvement Rent for shall commence on the Twentieth (20th) anniversary of the Commencement Date. Accordingly, in the 21st Lease Year (and only if the Authority and Lessee has renewed the Lease) the Lessee shall pay both Land Rent and Improvement Rent.
- (B) Surveys. Prior to the commencement of Improvement Rent, Authority shall cause a survey of each of the buildings and improvements to be prepared for the purpose of determining their square footage. Rent shall be established based on the total square footage of each of the buildings and improvements as determined by such survey. Notwithstanding the foregoing, if Lessee does not agree with the results of any such survey, then Lessee may object in writing to such survey within thirty (30) days of delivery of the survey to Lessee. Lessee shall provide Authority with the specific basis for such objection. If Lessee and Authority cannot agree on an adjustment of Authority's survey's results within thirty (30) days after the date of Lessee's written notice to Authority stating its disagreement with Authority's survey, then Lessee may obtain, at its sole cost and expense, a second survey. The results of such second survey shall be reconciled with Authority's survey by Authority's surveyor. The parties agree that all surveys shall be prepared by a professional surveyor in accordance with the minimum technical standards for surveys within the State of Florida.
- (C) Determination of Improvement Rent. Improvement Rent to be paid by Lessee pursuant to this Section shall be determined by a fair market value appraisal. Authority may utilize the appraisal process set forth in Section 5.07 or may, at its sole option, elect to cause a separate appraisal of the buildings and improvements, utilizing the same methodology for appraisals obtained pursuant to Section 5.07 to be performed, which may occur on a different date than the Adjustment Date; provided that the appraiser shall be an independent qualified M.A.I. appraiser with demonstrated experience in appraising comparable aviation real estate selected by the Authority. Improvement Rent established pursuant to this Section shall be adjusted in accordance with Section 5.07. Any delay in establishing rents pursuant to this Section shall not constitute a waiver of or in any way impair the continuing obligation of Lessee to pay rent for such buildings and improvements from the date provided in this Section.
- 5.03 Omitted.
- 5.04 Omitted.
- 5.05 Omitted.

5.06 Adjustment of Rent.

Commencing on the first day of the fourth (4th) Lease Year and every three (3) years thereafter including renewal terms unless otherwise specifically provided ("Adjustment Date") the rental rate(s) as applicable shall be adjusted to reflect cost of living increases based upon the Consumer Price Index. At the time the calculation is being made, the monthly index figure for the third calendar month immediately prior to such Lease Year (the "Adjustment Level") shall be used. The monthly index figure for the same month in the twelve-month period immediately preceding the Base Year shall be referred to as the "Base Level." The new rent shall be computed by multiplying Base Rental from the Base Year by a fraction, the numerator of which shall be the Adjustment Level, and the denominator of which shall be the Base Level. Stated as a mathematical formula, the adjusted rent shall be computed as follows:

Adjusted Rent = Adjustment Level x Base Rental for the Base Year Base Level

In no event shall the rental rate in effect be decreased because of such adjustment. The annual rent shall not increase by more than 9% percent over the annual rent payable during the preceding three-year period, except on the Appraisal Adjustment Dates. This 9% cap shall not be applicable when rent is being adjusted by appraisal. The rental rate following the adjustment shall remain in effect until the next Adjustment Date or Appraisal Adjustment Date. The cost-of-living index referred to herein shall be the Consumer Price Index (CPI) of all Urban Consumers, distributed by the Bureau of Labor Statistics of the U.S. Department of Labor. In the event said index ceases to be prepared and published, then the rental shall be adjusted in accordance with the most comparable index then in existence.

5.07 Adjustment Based Upon Appraisal. Upon the first day of the Twenty-First (21st) lease year, and at the Commencement of any Renewal Term, (each such date an "Appraisal Adjustment Date"), the annual Land Rent and Improvement Rent, set forth in Sections 5.01 and 5.02, as applicable, shall be adjusted and new annual rent shall be determined as hereinafter set forth. Prior to each Adjustment Date, Authority shall select a qualified M.A.I. appraiser with demonstrated experience in appraising comparable aviation real estate, selected by the Authority, who shall appraise the Premises to determine its fair market rental value using comparable aviation facilities. The Authority shall submit to Lessee a written statement of the then current fair market rental values as established by the appraisal. The annual rental rates provided for herein shall be adjusted to an amount equal to the values set forth in the final appraisal. The adjusted annual rental shall be payable commencing on the Adjustment Date. (The parties acknowledge that under this Lease the Improvement Rent does not commence until the Renewal Term, and therefore only the Land Rent shall be adjusted by appraisal during the Initial Term of this Lease.)

This Lease shall automatically be considered amended, without formal amendment hereto, upon written notification by Authority of the rental rates established pursuant to this Section. Any delay or failure of Authority in computing the adjustment in rental, as hereinabove provided, shall not constitute a waiver of or in any way impair the continuing obligation of Lessee to pay such adjusted annual rental from the applicable adjustment date. Notwithstanding any provision of this Lease to the contrary, annual rental rates shall not be adjusted to an amount less than the annual rental rates payable during the period immediately preceding the rental adjustment date.

The CPI adjustment as set forth in 5.07 above shall occur on the third anniversary of the Appraisal Adjustment Date, and every three years thereafter until the next Adjustment Date. After an Appraisal Adjustment Date, the CPI adjustment shall occur every three years after such Appraisal Adjustment Date.

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Late Payments. Lessee shall pay to Authority interest at the maximum rate permitted by law, but not more than one and one and one-half percent (1½ %) per month or eighteen percent (18%) per annum, on any late payments commencing ten (10) days after the amounts are due. To the extent permitted by law, Lessee agrees that acceptance of late payments by Authority shall not constitute a waiver of Lessee's default by Authority with respect to such overdue amount, nor prevent Authority from terminating this Lease for default beyond applicable cure periods in the payment of rentals, fees, or charges due to Authority pursuant to this Lease or from enforcing any other provisions, rights, or remedies granted herein, or conferred by law. In the event Lessee delivers a worthless check or draft to Authority in payment of any obligation arising under this Lease, Lessee shall incur a service charge of One Hundred Dollars (\$100.00) or five percent of the face amount of such check, whichever is greater; or if Florida Statute section 832.07 is amended, such other fee as shall be set by said statute.

Lessee shall pay all rents, fees, charges, and billings required by this Lease to the following address:

Finance Department Sarasota Manatee Airport Authority 6000 Airport Circle Sarasota, FL 34243

Security Deposit. Prior to the Commencement Date of this Lease, Lessee shall post a non-5.09 interest-bearing security deposit with Authority equivalent to twelve (12) months of Land Rent ("Security Deposit"). The Security Deposit shall serve as security for the payment of all sums due to Authority and shall also secure the performance of all obligations of Lessee to Authority. The Security Deposit shall be either in the form of a clean, Irrevocable Letter of Credit ("Letter of Credit") or a Surety Bond ("Bond") in form and substance reasonably satisfactory to Authority. In the event of any failure by Lessee to pay any rentals or charges when due or upon any other failure to perform any of its obligations or other default under this Lease beyond applicable cure periods, then in addition to any other rights and remedies available to Authority at law or in equity, Authority shall be entitled to draw on the Security Deposit and apply same to all amounts owed. Upon notice of any such draw, Lessee shall immediately replace the Security Deposit with a new Letter of Credit or Bond in the full amount of the Security Deposit required hereunder. Lessee shall increase the amount of the Security Deposit to reflect any increases in the sums payable hereunder within thirty (30) days after notification by Authority of any such increase. The Security Deposit shall be kept in full force and effect throughout the Term of this Lease and any extension thereof and for a period of six (6) months after the termination of this Lease. Not less than forty-five (45) calendar days prior to any expiration date of a Letter of Credit or Bond, Lessee shall submit evidence in form satisfactory to Authority that such security instrument has been renewed. Failure to renew a Letter of Credit or Bond or to increase the amount of the Security Deposit as required by this Section shall constitute a default of this Lease entitling Authority to all available remedies. The Security Deposit shall not be returned to Lessee or released by Authority until all obligations under this Lease are performed and satisfied. Prior to consent from Authority to any assignment of this Lease by Lessee, Lessee's assignee shall be required to provide a Security Deposit to Authority in accordance with the terms and conditions of this Section.

5.10 <u>Absolute Net Lease.</u> This Lease shall be deemed to be "triple net" without cost or expense to Authority including, but not limited to, cost and expenses relating to taxes, insurance, maintenance of facilities and infrastructure, and operation of the Premises.

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- 5.11 <u>Sales and Use Tax.</u> Lessee hereby covenants and agrees to pay monthly to Authority any sales, use or other tax imposed pursuant to Florida Statutes, or any imposition in lieu thereof (excluding State and/or Federal Income Tax, franchise taxes and similar taxes) now or hereinafter imposed upon the rents or other payments due under the Lease, notwithstanding the fact that the statute, ordinance or enactment imposing the same may endeavor to impose the tax upon Authority as Authority, to the extent as applicable.
- 5.12 <u>Additional Remedies.</u> Authority shall have the same rights to enforce due and timely payment by Lessee of all sums of money or charges required to be paid by Lessee under this Lease as are available to Authority with regards to annual rent.
- Licenses, Fees, and Taxes. Lessee shall pay, on or before their respective due dates, all federal, state and local taxes and fees, and all special assessments of any kind, which are now or may hereafter be levied upon the Premises (including improvements) or the estate hereby granted, or upon Lessee, or upon the business conducted on the Premises, or upon any of Lessee's property used in connection therewith, or upon any rentals or other sums payable hereunder, including, but not limited to any ad valorem taxes (based upon Lessee's pro rata share according to the area of the Premises if the Premises do not have their own separate tax bill), and sales or excise taxes on rentals, and personal property taxes against tangible and intangible personal property of Lessee; provided, however, that Lessee shall have the right to contest or protest any of the foregoing in accordance with applicable legal requirements. Authority agrees to reasonably cooperate with Lessee in such contest or protest. Authority also agrees to deliver to Lessee, promptly after receiving the same, but in any event at least thirty (30) days prior to the date such bills are due, any tax bills that Authority receives with respect to the Premises. Lessee shall maintain current all federal, state, and local licenses and permits required for the operation of the business conducted by Lessee. It is further understood and agreed that Lessee shall pay in full any tax or assessment which arose by reason of Lessee's use or occupancy of the Premises at any time after the Effective Date. Taxes for any partial calendar year during the Term shall be prorated.
- 5.14 <u>Accord and Satisfaction.</u> In the event Lessee pays any amount that is less than the amount stipulated to be paid under this Lease, such payment shall be made only on account of the stipulated amount. No endorsement or statement on any check or letter shall be deemed an accord and satisfaction. Authority may accept any check or payment without prejudice to Authority's right to recover the balance due or to pursue any other remedy available to Authority pursuant to this Lease or under the law.

Article 6 - Omitted

Article 7 - Omitted

Article 8 - Construction of Improvements

- 8.01 <u>General Requirements for Construction.</u> Lessee shall make no alterations or improvements to the Premises without the prior written consent of the Authority's President/CEO or designated representative. Lessee shall comply with the Lessee construction permit process established by the Authority. If Lessee requests permission to make improvements or alterations and permission is granted, the following conditions shall apply:
 - (A) Lessee shall obtain all required permits and licenses and comply with applicable zoning laws,

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- building codes and other laws or regulations of any appropriate governing body, whether it be state, county, city, or Authority.
- (B) Prior to any construction within the Premises, all contractors, and subcontractors to perform work must be approved by Authority, and such contractors and subcontractors will be required to execute an indemnification agreement in favor of Authority, and to provide evidence of insurance satisfactory to Authority (in at least the same amounts and form required for Lessee).
- (C) Lessee shall advance an estimate of costs necessary along with a construction schedule to complete Lessee's work and shall provide future cost estimates on any other alterations or improvements to the Premises upon written consent of Authority to authorize said alterations or improvements.
- (D) Lessee shall post with Authority a performance and payment bond in an amount equal to the estimated cost of alterations or improvements to be delivered to Authority under the provisions above. Said amount is established to account for potential cost overruns, contingencies, and cost estimate errors.
- (E) Lessee covenants and agrees to accept and pay all financial obligations associated with costs necessary to complete Authority-approved alterations or improvements. During construction, Lessee shall coordinate and incur the costs for the necessary and applicable inspections per local and industry requirements.
- (F) Lessee agrees throughout the term of this Lease to maintain at its expense the Premises and any improvements, equipment, or display within the Premises in a good state of repair and preservation. It is provided that, Lessee shall be responsible for the cost of repair for any damage to the Premises or the adjacent grounds or improvements, caused by Lessee, its agents, or employees. Authority shall have the right to inspect the Premises at any reasonable time, provided that the exercise of such right shall not unreasonably interfere with Lessee's business.
- 8.02 <u>Lessee Construction Requirements.</u> All improvements constructed or placed on the Premises, including, but not limited to, all structures, pavements, drainage, and landscaping, shall be of attractive construction and first-class design; comply with all applicable governmental laws, regulations, rules, and orders; follow standard construction methods; and be constructed in accordance with applicable requirements of this Article. (To the extent that any of the blanks in the provisions below are not filled in, the requirements of the Minimum Standards shall be the applicable standards.)
 - (A) Lessee agrees that it shall construct, at its sole cost and expense, including all direct and indirect costs, the minimum improvements required for an aviation inflight training facility including, but not limited to, all structures, pavements, utilities, and drainage (nothing herein shall limit or modify the requirement however of the Authority to provide adequate use of the Non-Exclusive Off-Site Stormwater Facilities as set forth above), perimeter safety/security fencing, lighting and other security measures (hereinafter collectively referred to as the "Required Improvements"), which Required Improvements shall include at a minimum of Fifteen Thousand (15,000) square feet of building, with classrooms, offices, security fencing and gates, illuminated paved vehicle parking, and paved pedestrian walkways as required by law.

- (B) Construction of the Required Improvements shall be completed no later than eighteen (18) months from the Effective Date, subject to automatic extensions as set forth under 29.01 below of a Force Majeure Event, unless otherwise approved in writing by Authority, which approval shall not be unreasonably withheld, conditioned, or delayed for reasons beyond the reasonable control of Lessee.
- (C) <u>Minimum Capital Expenditure.</u> Lessee shall expend not less than Three Million Five Hundred Thousand Dollars (\$3,500,000.00) on the construction of the Required Improvements ("Minimum Capital Expenditure").
- (D) Omitted.
- (E) Capital expenditure costs that may be counted towards satisfaction of the Minimum Capital Expenditures ("Approved Costs") shall include all costs paid for work performed, services rendered, and materials furnished for the construction of the Required Improvements, subject to the following conditions and limitations:
 - (1) The cost of design, construction and acquisition of the Required Improvements, including, but not limited to, building, site work, underground utilities, the costs for the design and construction of roadways and vehicle parking; payments to contractors and sub-contractors; construction and Lessee bonds; construction insurance; building, impact and concurrency fees; permit and inspection fees; utility connection fees; surveying and layout costs; environmental inspection, analysis and remediation costs; geotechnical and materials testing; site lighting, temporary and security fencing, and initial landscape and irrigation installation and material costs shall be considered Approved Costs, provided such costs shall first be approved in writing by the Authority to confirm the reasonableness of all such costs based on standard industry practices determined solely by the Authority.
 - (2) Payments made by Lessee to independent contractors for engineering, inspections, construction management services and architectural design work shall be considered Approved Costs; provided, however, such costs shall be limited to fifteen percent (15%) of the Minimum Capital Expenditure.
 - (3) Only true third-party costs, payments made by Lessee, and costs typically capitalized under GAAP provisions, shall be considered Approved Costs.
 - (4) Costs for consultants (other than engineering, environmental, design consultants, and construction management, as provided above), legal fees and accountant fees shall not be considered Approved Costs.
 - (5) Finance and interest expenses shall not be considered Approved Costs.
 - (6) Administration, supervisor and overhead or internal costs of Lessee shall not be considered Approved Costs.

- (7) Costs incurred by any of Lessee's affiliates or sublessees for Required Improvements on the Premises shall be considered Approved Costs.
- (8) Costs associated with acquisition or installation of personality, such as furnishings, trade fixtures and equipment, that is not permanently affixed to the Premises, or any other personality whatsoever, shall not be considered Approved Costs.
- (9) Costs of interior decorations, special finishes, wall tile or other special wall finishes and coverings; construction photographs; special external and internal lighting; and signage, other than those required by local codes and ordinances, shall not be considered Approved Costs.
- (10) Costs associated with repairs, alterations, modifications, renovations, or maintenance of any further improvements on the Premises (including, but not limited to, improvements existing as of the Effective Date and improvements subsequently constructed on the Premises) shall not be considered Approved Costs nor Required Improvements.
- (11) Any costs associated with any improvements other than the Required Improvements shall not be considered Approved Costs unless Lessee has obtained written approval from Authority prior to incurring such costs.

8.03 Construction Approvals.

Except as otherwise provided for herein, prior to constructing any improvements or alterations to the Premises (including, but not limited to, the Required Improvements), Lessee, without cost to Authority, shall prepare detailed preliminary design and construction plans and specifications for the improvements (hereinafter collectively referred to as the ("Plans") in accordance with standards established by the Authority and deliver the preliminary Plans to the Authority for review, comment and adjustment. The Authority shall review the preliminary Plans and provide a written response to Lessee within thirty (30) days after receipt of the preliminary Plans and in the event the Authority fails to provide a written response within thirty (30) days, then any days over the allotted thirty (30) days until the Authority issues its written response will be automatically added to any applicable deadline for Lessee's completion of construction; provided, in the event the preliminary Plans are subject to review by another governmental authority with jurisdiction over the Airport, including, but not limited to the FAA, the timeframe for review may be extended by the amount of time necessary for such authority to complete its review. In the event the Authority does not approve the preliminary Plans, Lessee will be notified of the reasons for the disapproval and the necessary modifications and/or alterations to the Plans. Lessee may then resubmit modified Plans to the Authority.

Within one hundred eighty (180) days of Lessee's receipt of a certificate of occupancy or certificate of completion, as appropriate, for improvements constructed pursuant to this Article, Lessee, at its sole cost and expense, shall have prepared and delivered to the Authority one (1) complete set of as-built drawings in a PDF or other electronic format approved by the Authority, and one (1) complete set of Auto CADD files in the latest version acceptable by the Authority.

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Unless waived by the CEO or his representative, within one hundred eighty (180) days of completion of the Required Improvements, Lessee shall provide to Authority a written agreed upon examination report detailing the costs of constructing the Required Improvements, which shall include a schedule detailing the total cost of constructing the Required Improvements by category and amount; and a schedule detailing the total Approved Costs of the Required Improvements by category and amount. The report shall be in a form and substance reasonably satisfactory to Authority and, unless waived by the Airport CEO, shall be prepared, and certified by an independent Certified Public Accountant, not a regular employee of Lessee, and shall include an opinion regarding the information contained in the schedules. The report shall not contain a qualified opinion, an adverse opinion, or a disclaimer of opinion, as defined by the American Institute of Certified Public Accountants or any successor agency thereto, regarding the information contained in the required schedules.

No Liens. Authority's interest in the Premises shall not be subject to any construction, 8.04 mechanics, materialman's, tax, laborers', or any other lien, whether Authority has given its written approval for the improvements or otherwise, and Lessee shall hold Authority and its interest in the Premises harmless from any such lien or purported lien. Lessee agrees that nothing contained in this Lease shall be construed as consent by Authority to subject the estate of Authority to liability under the Construction Lien Law of the State of Florida and understands that Authority's estate shall not be subject to such liability. Lessee shall notify all parties or entities performing work or providing materials relating to any improvements made by Lessee of this provision of this Lease. If so, requested by Authority, Lessee shall file a notice satisfactory to Authority in the Official Public Records of Authority, stating that Authority interest shall not be subject to liens for improvements made by Lessee. If a construction lien is filed against the Premises or other Authority property in connection with any work performed by or on behalf of Lessee, Lessee shall satisfy such claim, or transfer same to security, within ten (10) days from the date of filing. If Lessee fails to transfer or satisfy such claim within the ten (10) day period, Authority may do so and thereafter Lessee shall reimburse Authority without delay all costs incurred by Authority in connection with the satisfaction or transfer of such claim, including attorneys' fees, and Lessee shall promptly pay to Authority all such costs upon demand, as additional rent.

Article 9 - Obligations of Lessee and Authority

- 9.01 <u>Rules and Regulations.</u> Lessee covenants and agrees to observe and obey, and to require Lessee Parties to observe and obey all rules and regulations of the Authority (including amendments and supplements thereto) regulating the conduct and operations of Lessee and others on the Premises as may from time to time be promulgated. The obligation of Lessee to require such observance and obedience on the part of its sublessee, guests, invitees, and business visitors shall pertain only while such Persons are on or in occupancy of any portion of the Premises.
- 9.02 <u>Conduct of Operations.</u> Lessee shall conduct its operations hereunder in an orderly and commercially reasonable manner, considering the nature of such operations so as not to unreasonably interfere with the operations of other Lessees at the Airport.

9.03 Omitted.

9.04 <u>Conduct of Lessee Parties.</u> Lessee shall control the conduct, demeanor and appearance of Lessee Parties doing business at the Premises and, upon objection from Authority concerning the conduct of any such persons, shall immediately take all reasonable steps necessary to remove the cause

of objection.

- 9.05 <u>Disposal of Garbage.</u> Lessee shall remove from the Premises or otherwise promptly dispose of in a manner approved by Authority all garbage, debris, and other waste materials (whether solid or liquid) arising out of the use or occupancy of the Premises or out of any operations conducted thereon. Garbage, debris, and other non-hazardous waste materials may be temporarily stored on the Premises in suitable garbage and waste receptacles made of metal and equipped with tight fitting covers and designed to contain whatever material safely and properly may be placed therein.
- 9.06 <u>Nuisance</u>. Lessee shall not commit any physical nuisance on the Premises and shall not do or permit any of its sublessee to do anything which would result in the creation, commission, or maintenance of such nuisance on the Premises. Lessee shall not create nor permit to be caused or created upon the Airport of the Premises any obnoxious odor, smoke or noxious gases or vapors. The creation of exhaust fumes by the operation of internal combustion engines or engines of other types, so long as such engines are maintained and are being operated in a proper manner, shall not be a violation of this Lease.
- 9.07 <u>Vehicular Parking.</u> Lessee shall not allow Lessee parties to park vehicles within the grassed areas of the Premises or in other areas of the Airport that are not leased or licensed to Lessee without the prior consent of the Authority, which consent may be granted or withheld in the Authority's sole and absolute discretion.
- 9.08 <u>Accessibility of Utility Systems.</u> Lessee shall not unreasonably interfere with the effectiveness or accessibility of the utilities systems installed or located on or about the Premises that are also used by other occupants, customers, or users of the Airport. This provision shall in no event require Lessee to modify or relocate any utilities systems that are approved by the Authority as part of the Required Improvements.
- 9.09 Overloading Paved Areas. Lessee shall not overload any aircraft apron or taxi lane, vehicle roadway or parking surface, hangar or office floor or other paved area on the Premises and shall repair any floor, including supporting members, and any paved area damaged by overloading.
- 9.10 <u>Hazardous Operations.</u> Lessee shall not do or permit to be done any act or thing upon the Premises that:
 - (A) will invalidate any insurance policies covering the Premises or the Airport; or
 - (B) constitutes a hazardous condition considering the risks normally attendant upon the operations permitted by this Lease.
- 9.11 <u>Storage of Flammable Liquids.</u> All flammable liquids that are kept or stored at the Premises must always be handled, stored, and used in accordance with all applicable federal, state, and local laws.
- 9.12 <u>Testing of Fire Systems.</u> From time to time and as often as reasonably required by Authority or any governmental authority having jurisdiction, Lessee shall conduct pressure, water flow, and other appropriate tests of the fire extinguishing system and apparatus which are located on the Premises.

9.13 <u>Vending Machines.</u> Except as specifically authorized by this Lease, Lessee shall not place any coin or token operated vending machine or similar device (including, but not limited to, beverage or food machines, or other commodities) upon the exterior of any buildings or improvements upon the Premises, without the prior written consent of Authority, which consent shall not be unreasonably withheld by Authority.

9.14 Omitted.

- 9.15 <u>Derelict Vehicles.</u> Lessee shall not permit the temporary or permanent storage at the Premises of any Derelict Vehicles. Lessee shall cause Derelict Vehicles to be removed from the Premises within twenty-four (24) hours after written notice from Authority.
- 9.16 <u>Evacuation and Hurricane Plans.</u> Within thirty (30) days of request from Authority, Lessee shall provide Authority with emergency evacuation and hurricane plans consistent with Authority's plans for the Airport. These plans shall be detailed procedures of actions to be taken by Lessee and its sublessee if an evacuation need or hurricane alert warning is present. Hurricane plans are to be annually updated, if requested by Authority.

Article 10 - Maintenance and Repair

- 10.01 <u>Cleanliness of Premises/Maintenance.</u> Lessee shall, throughout the Term and any extension thereof, be responsible for all repairs and maintenance of the Premises (which shall include, but shall not be limited to, all land, aircraft apron areas, buildings, and improvements thereon), whether such repair or maintenance be ordinary or extraordinary, structural, or otherwise. Authority shall not be liable for, or required to make, any repairs or perform any maintenance upon the Premises, unless directly related to damages caused by the Authority's negligence in which event Authority shall be responsible to repair such damage. Maintenance and repairs shall be in quality and class comparable to the original work, to preserve the Premises and all apparatuses thereon in good order, repair, and first-class condition. Lessee shall be required to keep all land, aircraft apron areas, buildings, and other improvements in good and fit condition throughout the Term and any extension hereof, and without limiting the generality thereof, Lessee shall:
 - (A) Keep painted without signs of chipping or cracking all the exterior and interior of the Premises, repair and maintain all doors, windows, pavements, equipment, lighting fixtures, furnishings, fixtures, roof, exterior walls, and structural support systems.
 - (B) Keep the Premises at all times in a clean and orderly condition and appearance and all the fixtures, equipment and personal property which are in any part of the Premises that is open to or visible by the public.
 - (C) Provide and maintain all obstruction lights and similar devices, fire protection and safety equipment and all other equipment of every kind and nature required by any law, rule, order, ordinance, resolution, or regulation of any applicable governmental authority.
 - (D) Repair any damage to the land, vehicle parking, paving or other surface of the Premises caused by any oil, gasoline, grease, lubricants or other liquids or substances having a corrosive or detrimental effect thereon.

- (E) Take anti-erosion measures, including, but not limited to, the planting and replanting of grasses with respect to all portions of the Premises not paved or built upon.
- (F) Be responsible for the maintenance and repair of all utilities that are now or subsequently located within the Premises and are exclusively used by Lessee or any of its sublessee, including, but not limited to, service lines for the supply of water, gas service lines, electrical power, telephone and telecommunications conduits and lines, sanitary sewers, and storm sewers.
- (G) Make no use of any portion of the Premises in a manner that causes or results in excessive dust, debris, or waste of any kind to be blown about or raised to be ingested by aircraft.
- (H) Be responsible for the maintenance, repair, cleaning, and landscaping of the entrance and exit roadways, sidewalks and signage serving the Premises, which Lessee acknowledges may be located outside of the Premises.
- 10.02 Inspections. Except for the need to address any emergency or other similar exigency, Authority, with forty-eight (48) hours prior notice to Lessee, shall have the right to enter the Premises at reasonable times to inspect same for the purpose of determining whether Lessee is following the requirements of this Lease. In the event Lessee is not in compliance with this Lease, as reasonably determined by Authority, Authority shall provide Lessee with written notice of such noncompliance. Lessee shall commence corrective action to remedy such noncompliance to the satisfaction of Authority promptly after receipt of the notice of noncompliance. If corrective action is not initiated within ten (10) days and pursued in a diligent manner to completion, Authority may, but shall not be obligated, to cause the same to be accomplished. Lessee agrees that Lessee shall assume and be liable to Authority for payment of all reasonable costs incurred by Authority, plus a fifteen percent (15%) administrative overhead fee, which costs, and administrative overhead fee shall constitute additional rent hereunder and shall be due and payable within thirty (30) days of the date of Authority's written notice.

Article 11 - Utilities

- 11.01 <u>Utility Costs.</u> Lessee shall pay for all electric, water, garbage, communications, and other utilities charges for the Premises. The metering devices installed by Lessee for such utilities shall be installed at the cost of Lessee and shall become the property of Authority upon installation unless owned by a third party. Extension of utility mains or services to meet the needs of Lessee on the Premises shall be at the expense of Lessee and shall become the property of Authority upon installation unless otherwise agreed upon by the parties to this Lease
- 11.02 <u>Water, Industrial and Sanitary Sewage Systems.</u> Lessee acknowledges that certain properties and uses of properties within the Airport or on Authority owned land are subject to Federal storm water regulations as set forth in 40 CFR Part 122. Lessee agrees to observe and abide by said regulations as applicable to its property and use. Lessee must promptly take all steps necessary to apply for and obtain a storm water discharge permit as may be required by applicable regulations for Lessee's development operations at the Airport before utilizing the Non-Exclusive Off-Site Stormwater Facilities.

Within Ninety (90) days immediately following the Effective Date of this Lease, if Lessee determines that the storm water discharge permit requirements, for which Lessee has received written notice from any

governmental entity charged with enforcement of storm water regulations collectively increases the costs of Lessee's Improvements by an amount greater than Five Percent (5%) of Lessee's required Minimum Capital Investment, Lessee may elect to terminate this Lease by issuing written notice to Authority and the parties shall be relieved of all further liabilities and obligations under this Lease except for Lessee's indemnification obligations under Section 3.03(B) and Lessee's obligation to restore the Premises under Section 3.03(C).

Notwithstanding any other provisions or terms of this Lease, including Lessee's right to quiet enjoyment, Authority and Lessee both acknowledge that close cooperation is necessary between the parties and with all users of the Non-Exclusive Off-Site Stormwater Facilities to ensure compliance with any storm water discharge permit terms and conditions, as well as to ensure safety and to minimize costs. Lessee acknowledges that it may be necessary along with other similarly situated Lessees using the Non-Exclusive Off-Site Stormwater Facilities to undertake to minimize the exposure of storm water to "significant materials" generated, stored, handled, or otherwise used by Lessee, as defined in the federal storm water regulations, by implementing and maintaining "Best Management Practices."

Authority will provide Lessee with written notice of those storm water discharge permit requirements, that are in Authority's storm water permit, that Lessee will be obligated to perform from time to time, including, but not limited to: certification of non-storm water discharges as related to Lessee's use on the Premises; collection of storm water samples for analysis of such samples for contamination collected within the Premises; preparation of storm water pollution prevention or similar plans within the Premises; implementation of Best Management Practices; and maintenance of necessary records. Such written notice shall include applicable deadlines. Lessee within seven (7) days of receipt of such written notice, shall notify Authority in writing if it disputes any of the storm water discharge permit requirements it is being directed to undertake. If Lessee does not provide such timely notice, it is deemed to assent to undertake such requirements. If Lessee provides Authority with timely written notice that it disputes such storm water discharge permit requirements, Authority and Lessee agree to negotiate a prompt resolution of their differences. Lessee warrants that it will not object to written notice from Authority for purposes of delay or avoiding compliance.

Lessee agrees to undertake those storm water discharge permit requirements for which it has received written notice from any governmental entity charged with enforcement of storm water regulations. Lessee acknowledges that time is of the essence and will make every effort to meet all deadlines that may be imposed on it. Authority agrees to provide Lessee, at its request, with any nonprivileged information collected and submitted to any governmental entity pursuant to applicable storm water regulations.

Authority will give Lessee written notice of any breach by Lessee of Authority's storm water discharge permit or the provisions of this section. If such a breach is material, and, if of a continuing nature, Authority may terminate this Lease. Lessee agrees to cure promptly any breach caused by Lessee or as a direct result of Lessee's operation.

Lessee agrees to participate in any Authority-organized task force or other work group established to coordinate storm water activities at the Airport. In addition, Lessee agrees to participate in Authority's Environmental Compliance Program and is subject to and agrees to periodic inspections conducted by Airport staff to monitor the management, handling, storage, and disposal practices associated with any petroleum substances, hazardous substances, or waste materials by Lessee.

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All such remedies of Authority regarding environmental requirements as set forth herein shall be deemed cumulative in nature and shall survive termination of this Lease.

Lessee shall be strictly liable for, and hereby expressly assumes all responsibility for all citations, fines, environmental controls and monitoring, clean-up and disposal, restoration and corrective measures directly resulting from or connected with the improper use, handling, storage or disposal of all pollutants or contaminated materials, as same are defined by law, by Lessee or by Lessee's sublessee, employees, invitees, suppliers of service or providers of materials, regardless of whether or not a default notice has been issued and notwithstanding any other obligations imposed upon Lessee pursuant to the terms of this Lease.

Article 12 - Airport Security

Lessee agrees to observe and abide by all federal, state, and local laws, rules and safety and security requirements applicable to Lessee's operations, as now or hereafter promulgated.

Article 13 – Insurance Requirements

Lessee shall, at its sole expense, maintain in full force and effect, always during the Term and any extension thereof, the insurance limits, coverages and endorsements required herein as related to its use of the Premises and Lessee's use of all other areas on the Airport permitted hereunder as may be approved in writing by the Authority. Neither the requirements contained in this Article nor Authority's review or acceptance of insurance shall in any manner limit or qualify the liabilities and obligations assumed by Lessee under this Lease. If the Minimum Standards or Airport Rules and Regulations impose more strenuous requirements, the Lessee shall comply with Minimum Standards and Airport Rules and Regulations. Lessee shall insure and/or obtain insurance coverage for its use of and impact to the Non-Exclusive Off-Site Stormwater Facilities.

13.01 <u>Commercial General Liability.</u> Lessee shall maintain Commercial General Liability Insurance with limits of liability not less than Two Million Dollars (\$2,000,000) each occurrence, including coverage for, but not limited to, Premises/Operations, Products/Completed Operations, Contractual Liability, Personal/Advertising Injury and Cross Liability. This coverage shall be provided on a primary basis.

13.02 Omitted.

- 13.03 <u>Commercial Auto Liability.</u> For Lessee's operations outside the Air Operations Area (AOA), Lessee shall maintain Commercial Automobile Liability Insurance with limits of liability not less than One Million Dollars (\$1,000,000) each occurrence for all vehicles. This coverage may be satisfied by way of endorsement to the Commercial General Liability policy, or a separate Commercial Auto Liability policy. This coverage shall be provided on a primary basis.
- 13.04 <u>Workers' Compensation & Employers Liability.</u> Lessee shall maintain Workers' Compensation & Employers Liability as required by state and federal law. This coverage shall be provided on a primary basis.
 - 13.05 Omitted.
 - 13.06 <u>Umbrella or Excess Liability.</u> In addition to all other insurance requirements, Lessee shall

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maintain Excess Liability insurance coverage with a minimum limit of Five Million (\$5,000.000) for all operations to be performed by the Lessee. Lessee may satisfy the minimum limits required above for Commercial General Liability and/or Commercial Auto Liability coverage under Umbrella or Excess Liability Insurance. Authority shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability policy, unless the Certificate of Insurance notes the Umbrella or Excess Liability policy provides coverage on a "Follow-Form" basis.

13.07 <u>Property, Wind, & Flood Insurance.</u> Lessee shall maintain, subject to reasonable deductibles approved by the Authority:

- (A) Property insurance in an amount not less than one hundred percent (100%) of the total replacement cost of the buildings, betterments, and improvements, including those made by or on behalf of Lessee as well as Lessee's contents located on the Premises. The settlement clause shall be on a Replacement Cost basis. Coverage shall be written with a Special Cause of Loss (All-Risk) form and include an endorsement for Ordinance & Law in an amount not less than twenty-five percent (25%) of the Property insurance limit. This coverage shall be provided on a primary basis.
- (B) Flood insurance, if within the 100-year flood zone, in an amount not less than one hundred percent (100%) of the total replacement cost of the buildings, betterments and improvements, including, but not limited to, those made by or on behalf of Lessee as well as Lessee's contents, located on the Premises, or the maximum amount available from the National Flood Insurance Program. This coverage shall be provided on a primary basis.
- (C) Windstorm insurance, unless included as a covered peril in the property insurance, in an amount not less than one hundred percent (100%) of the total replacement cost of the building, betterments and improvements, including, but not limited to, those made by or on behalf of Lessee as well as Lessee's contents, located on the Premises, or the maximum amount available under the Florida Windstorm Underwriting Association. This coverage shall be provided on a primary basis.
- 13.08 Additional Insured Endorsement. Lessee shall endorse Authority as an "Additional Insured" on each liability insurance policy required to be maintained by Lessee, except for Worker's Compensation and Commercial Auto Liability policies. The CG 2011 Additional Insured Managers or Lessors of Premises or its equivalent, shall be an endorsement to the Commercial General Liability policy. Other policies, when required, shall provide a standard "Additional Insured" endorsement offered by the insurer. The "Additional Insured" endorsements shall provide coverage on a primary basis. "Additional Insured" endorsements shall read "Sarasota Manatee Airport Authority Board, a Political Subdivision of the State of Florida, its Officers, Employees, Agents and Volunteers, c/o Sarasota Manatee Airport Authority, 6000 Airport Circle, Sarasota, Florida 34243".
- 13.09 Loss Payee Endorsement. Lessee shall endorse Authority as a "Loss Payee" on the Property, Flood, and Windstorm insurance policies. "Loss Payee" endorsements shall provide coverage on a primary basis and shall read "Sarasota Manatee Airport Authority Board, c/o Sarasota Manatee Airport Authority, a Political Subdivision of the State of Florida, its Officers, Employees, Agents and Volunteers, c/o 6000 Airport Circle, Sarasota, Florida 34243".

- Authority with a certificate of Insurance. Prior to the Commencement Date, Lessee shall provide Authority with a certificate of insurance, or certificates of insurance, evidencing limits, coverages and endorsements required herein. All certificates of insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. In the event coverage is cancelled or is not renewed during the Term or any extension thereof, Lessee shall provide Authority a new certificate of insurance or certificates of insurance evidencing replacement coverage no later than thirty (30) days prior to the expiration or cancellation of the coverage. The certificate holder's name and address shall read "Sarasota Manatee Airport Authority Board, a Political Subdivision of the State of Florida, its Officers, Employees, Agents and Volunteers, c/o Sarasota Manatee Airport Authority, 6000 Airport Circle, Sarasota, Florida 34243.
- 13.11 <u>Waiver of Subrogation.</u> By entering into this Lease, Lessee agrees to a Waiver of Subrogation for each policy required to be maintained or maintained by Lessee pursuant to or in connection with this Lease. When required by the insurer or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, Lessee shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, a condition to which the policy specifically prohibits such an endorsement, or voids coverage should Lessee enter into such an agreement on a pre-loss basis.
- 13.12 <u>Premiums and Proceeds.</u> Lessee shall not keep, use, sell or offer for sale in or upon the Premises any article which may be prohibited by any, condition, provision, or limitation of the property, flood, or wind insurance policies. Lessee shall be responsible for all premiums, including increases, for property, flood, and wind insurance policies. Subject to the terms of any Leasehold Mortgage or financing arrangement entered into by Lessee, Lessee agrees that all property, flood and windstorm insurance proceeds shall be made available for use to promptly replace, repair or rebuild the building, betterments and improvements, including, but not limited to, those made by or behalf of Lessee.
- 13.13 <u>Deductibles, Coinsurance and Self-Insured Retention.</u> Lessee shall be fully and solely responsible for any deductible, coinsurance penalty, or self-insured retention; including any losses, damages, or expenses not covered due to an exhaustion of limits or failure to comply with the policy.
- 13.14 Right to Review or Adjust Insurance. The Authority may review, modify, reject, or accept any required policies of insurance, including, but not limited to, limits, coverages, or endorsements, required by this Article from time to time throughout the Term and any extension thereof. Authority may also reject any insurer or self-insurance plan providing coverage because of poor financial condition or failure to operate legally. In such event, Authority shall provide Lessee a written notice of rejection, and Lessee shall comply within thirty (30) days of receipt of the notice.
- 13.15 <u>No Representation of Coverage Adequacy.</u> Lessee acknowledges the limits, coverages and endorsements required by this Article are intended to minimize liability for Authority. Lessee agrees that it will not rely upon the requirements of this Article when assessing the extent or determining appropriate types or limits of insurance coverage to protect Lessee against any loss exposures, whether because of this Lease or otherwise.

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<u>Article 14 – Damage, Destruction or Condemnation of the Premises</u>

- 14.01 Removal of Debris. If the Premises, or any portion thereof, are damaged by fire, the elements or other casualty, Lessee shall promptly remove all debris resulting from such damage from the Premises and shall promptly take such actions and cause such repairs to be made to the Premises as will place the Premises in a neat and orderly condition and as are necessary for the safety of Persons entering upon the Premises. If Lessee fails to promptly comply with the provisions of this Section, Authority may take such measures as it deems necessary to render the Premises in a neat, orderly, and safe condition. Lessee agrees that Lessee shall fully assume and be liable to Authority for payment of any costs incurred by Authority, plus a fifteen percent (15%) administrative overhead fee, which costs and administrative overhead fee, shall be due and payable to Authority within thirty (30) days from the date of written notice provided by Authority.
- 14.02 <u>Lessee's Obligations</u>. Lessee assumes full responsibility for the condition of the Premises and the character, acts and conduct of all Persons admitted to the Premises by or with the actual or constructive consent of Lessee or with the consent of any person acting for or on behalf of Lessee. If the Premises, or any portion thereof, is damaged in any way whatsoever, whether by an act of God or by the act, default or negligence of Lessee, or a Lessee Party or any other Person other than the Authority, Lessee shall at its sole cost and expense restore the Premises to the condition existing prior to such damage. Lessee shall commence restoration within sixty (60) days and shall diligently pursue such restoration to completion in accordance with the construction requirements set forth in Article 8; provided, that if the nature of the damage is such that more than sixty (60) days are reasonably required to commence, Lessee shall commence restoration as soon as reasonably practicable under the circumstances taking into consideration the extent of the damage. All repairs and restoration shall be made by Lessee at Lessee's sole cost and expense, in accordance with the construction requirements contained herein. If Lessee fails to restore the Premises as required by this Section, Authority shall have the right, but not the obligation, to enter the Premises and perform the necessary restoration. Lessee agrees that Lessee shall fully assume and be liable to Authority for payment of the reasonable costs of restoration plus a fifteen percent (15%) administrative overhead fee, which costs and administrative overhead fee, shall be due and payable to Authority within thirty (30) days from the date of the written notice provided by Authority.
- 14.03 <u>Insurance Proceeds</u>. Except as otherwise provided for herein, upon receipt by Lessee of the proceeds of any insurance policy or policies required hereunder, the proceeds shall be deposited in an escrow account approved by Authority to be available to pay for the cost of any required repair, replacement, or rebuilding. The proceeds shall be disbursed during construction to pay the cost of such work. If the amount of the insurance proceeds is insufficient to pay the costs of the required repair, replacement or rebuilding of damaged improvements, Lessee shall pay any additional sums required to complete the required repair, replacement or rebuilding into the escrow account. If the amount of the insurance proceeds is more than the costs of the required repair, replacement or rebuilding, the excess amount shall be remitted to Lessee.
- 14.04 <u>Condemnation.</u> If the whole or any material portion of the Leased Premises is acquired by a condemning authority other than Authority, either by sale in lieu of condemnation or by the exercise of the power of eminent domain rendering use of the remaining Leased Premises commercially infeasible, then in and as a direct result of that event, this Lease will terminate from the date of sale or title vesting, and Lessee will have no claim whatsoever, including claims of apportionment, as against Authority either for the value of any unexpired term of this Lease or for the value of leasehold improvements. However,

nothing in this provision will limit or destroy any right of Lessee to separately assert all claims to which Lessee would be legally entitled against the condemning authority including without limitation the value of the unexpired term of this Lease and/or improvements, moving costs or business losses solely against the condemning authority where statutes or other applicable law apply. To the extent the Authority is the condemning authority hereunder, nothing herein shall waive, limit or modify Lessee's right to assert all claims to which Lessee would otherwise be legally entitled against the Authority.

If a portion of the Leased Premises is acquired by a condemning authority other than the Authority, either by sale in lieu of condemnation or by the exercise of the power of eminent domain rendering use of the remaining Premises commercially feasible, then in and as a direct result of that event, this Lease will terminate from the date of sale or title vesting as to the portion so condemned only, with the Rents reduced by the proportionate reduction in square footage, and Lessee will have no claim whatsoever, including claims of apportionment, against Authority either for the value of any unexpired term of this Lease or for the value of leasehold improvements taken. However, nothing in this provision will limit or destroy any right of Lessee to separately assert all claims to which Lessee would be legally entitled against the condemning authority including without limitation the value of the unexpired term of this Lease and/or improvements, moving costs or business loss solely against the condemning authority where statutes or other applicable law apply. To the extent the Authority is the condemning authority hereunder, nothing herein shall waive, limit, or modify Lessee's right to assert all claims to which Lessee would otherwise be legally entitled against the Authority.

<u>Article 15 – Rights of Leasehold Mortgagees</u>

15.01 Right to Mortgage. Lessee may encumber its leasehold estate by granting a mortgage or other similar instrument creating a mortgage lien against the Lessee's leasehold interest. Any such instrument which creates a first mortgage lien is hereinafter referred to as "Leasehold Mortgage", and the holder thereof is referred to as "Leasehold Mortgagee" during the Term and any extension thereof; provided that, Authority shall not be obligated to, nor deemed to have subjected or subordinated Authority's fee simple interest in the Premises to any Leasehold Mortgage, nor subordinated the Authority's interest in this Lease to such Leasehold Mortgage. Authority's interests in the fee and in this Lease are and shall always remain superior and prior in right to any Leasehold Mortgage.

15.02 <u>Notice of Default</u>. A Leasehold Mortgagee may provide written notice of its Leasehold Mortgage in the same manner and at the same address as required by this Lease for notices delivered to Authority, together with the name and address of the Leasehold Mortgagee. In the event such notice is delivered to Authority, Authority upon serving Lessee with any notice of default under this Lease, shall also serve a copy of that notice of default upon the Leasehold Mortgagee in the same manner as required by this Lease for notices delivered to Lessee. The delivery shall be made at the address the Leasehold Mortgagee shall have designated in writing to Authority.

In case Lessee shall default under any of the provisions of this Lease, the Leasehold Mortgagee shall have the right to cure such default, within the time periods set forth for Lessee above, whether same consists of the failure to pay Rent or Improvement Rent, or the failure to perform any other matter or thing which Lessee is required to do or perform and Authority shall accept such performance on the part of the Leasehold Mortgagee as though the same had been done or performed by Lessee subject to Authority's rights to damages, restitution, or other legal or equitable monetary remedies related directly to the default(s) at issue. The Leasehold Mortgagee, upon receiving such notice, shall have, in addition to

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any time to cure a default (a "Cure Period") extended to Lessee under the terms of this Lease, a period of an additional fifteen (15) days within which to cure the default or cause same to be cured or to commence to cure such default with diligence and continuity, notwithstanding the foregoing:

- (A) Where a provision of this Lease provides less than a thirty (30) day Cure Period, the Leasehold Mortgagee shall also have an additional fifteen (15) days Cure Period following the Lessee's Cure Period; or
- (B) Where a provision of this Lease expressly provides that Lessee has no opportunity to cure, the Leasehold Mortgagee shall have no Cure Period.

In case Lessee shall default under any of the provisions of this Lease, the Leasehold Mortgagee shall have the right to cure such default, within the time periods set forth above, whether same consists of the failure to pay Rent or Improvement Rent, or the failure to perform any other matter or thing which Lessee is required to do or perform and Authority shall accept such performance on the part of the Leasehold Mortgagee as though the same had been done or performed by Lessee.

15.03 <u>Cure of Default or Termination</u>. Authority will take no action to affect a termination of the Lease until such time as the Cure Period provided herein has expired and the defaults remain uncured. During the Cure Period, the Leasehold Mortgagee shall be entitled to: 1) obtain possession of the Premises (including possession by a receiver) and cure such default in the case of a default which is susceptible of being cured when the Leasehold Mortgagee has obtained possession; or 2) institute foreclosure proceedings or otherwise acquire Lessee's interest under this Lease with diligence and continuity and thereafter proceed to cure such default; provided, however, that the Leasehold Mortgagee shall not be required to continue such possession or continue such foreclosure proceedings if the default which would have been the reason for Authority serving such notice of default shall be cured, and provided further, that nothing in this paragraph shall preclude Authority from exercising any other rights or remedies under this Lease with respect to the default.

15.04 Foreclosure. The Leasehold Mortgagee may become the legal owner and holder of this Lease by foreclosure of its Leasehold Mortgage or as a result of the assignment of this Lease in lieu of foreclosure, subject to Authority's written consent, which shall not be unreasonably withheld, and effective upon such assignment whereupon such Leasehold Mortgagee or assignee shall become and remain liable under this Lease as provided in this paragraph, except that such Leasehold Mortgagee may assign this Lease with Authority's consent, which shall not be unreasonably withheld, and effective upon such assignment, the new lessee shall become and remain liable to Authority under this Lease, and the Leasehold Mortgagee shall no longer be liable to Authority. If a Leasehold Mortgagee shall become the owner or holder of Lessee's interest in this Lease by foreclosure of its Leasehold Mortgage or by assignment of this Lease in lieu of foreclosure, the term "Lessee" as used in this Lease, shall include the owner or holder of Lessee's interest in the event of a sale, assignment, or other disposition of Lessee's interest in this Lease by the Leasehold Mortgagee.

Reference in this Lease to acquisition of Lessee's interest in this Lease by the Leasehold Mortgagee shall be deemed to include, where circumstances require, to acquisition of Lessee's interest in this Lease by any purchaser at a sale on foreclosure of the Leasehold Mortgage and provisions applicable to the Leasehold Mortgagee in such instance or instances shall also be applicable to any such purchaser. Leasehold Mortgagee's acquisition of Lessee's interest in this Lease and any assignment of the acquired

interest by the Leasehold Mortgagee shall not be deemed a novation of Lessee's obligations under this Lease. Authority does not authorize any novation of Lessee's obligations under this Lease.

- 15.05 Prohibition on Fee Simple Transfer. So long as Lessee's interest in this Lease shall be mortgaged to a Leasehold Mortgagee, the parties agree, for the benefit of such Leasehold Mortgagee, that Authority shall not sell, grant or convey to Lessee all or any portion of Authority's fee simple title to the Premises without the prior written consent of such Leasehold Mortgagee (which consent shall not be unreasonably withheld, conditioned, or delayed, provided the parties agree in writing that such sale, grant, or conveyance shall not result in a merger of this Lease into fee simple title to the Premises). In the event of any such sale, grant, or conveyance by Authority to Lessee, Authority and Lessee agree that no such sale, grant or conveyance shall create a merger of this Lease into a fee simple title to the Premises. This paragraph shall not be construed to prevent any, or to require any consent of any leasehold mortgagee or Lessee to any, sale, grant, or conveyance of Authority's fee simple title by Authority to any person, firm, or corporation other than Lessee, its successors, legal representatives, and assigns.
- 15.06 Leasehold Mortgagee. Reference in this Lease to a Leasehold Mortgagee shall be deemed to refer where circumstances require, to any assignee of a Leasehold Mortgagee; provided that such assignee shall forward to Authority, pursuant to paragraph 15.02 a duplicate original of the assignment of the Leasehold Mortgage in a form proper for recording or a copy of such assignment, as recorded in the Public Records, together with a written notice setting forth the name and address of the assignee and, to the extent available, the name, telephone number, facsimile number and email address of a representative of the assignee to whom notices may be sent.
- 15.07 <u>Subordination</u>. Any leasehold mortgage shall be specifically subject and subordinate to Authority's rights under this Lease and Authority's fee simple interest in the Premises. Despite any provision which is or may appear to the contrary in this Lease, under no circumstances whatsoever shall the fee simple title interest of Authority in the Premises, or any portion of same, be subordinated to the leasehold mortgage or encumbered by the leasehold mortgage.
- 15.08 Assignees. Notwithstanding anything herein to the contrary, after a default by Lessee whereby any Leasehold Mortgagee shall acquire any rights and/or obligations under this Lease, including as a result of bidding or lack thereof at auction after foreclosure, (this also includes any rights/obligations a Leasehold Mortgagee shall acquire under any other lease of Lessee at the Airport, as a result of crossdefault provisions), and thereafter the Leasehold Mortgagee or referee at sale proposes to assign, sell, rent, or otherwise transfer any interests, rights, and obligations to a special purpose entity and/or third party, or allow use of the property under this Lease (or any other property under any other lease at the Airport that Lessee is a party to as a result of cross-default provisions) by a special purpose entity and/or third party, any such assignment, sale, transfer, or use of the property under this Lease (or any other property under any other lease at the Airport that Lessee is a party to as a result of cross-default provisions) by a special purpose entity and/or third party is contingent upon Authority confirming to its reasonable satisfaction that the special purpose entity and/or third party has the financial and operational capabilities sufficient for the proper conduct of a fixed base operator as those capabilities are defined in this Lease and the Minimum Standards for Aeronautical Activities, as may be amended from time-to-time by Authority applicable to the Airport. Authority may also submit nominees to the Leasehold Mortgagee, and the Leasehold Mortgagee shall negotiate in good faith and act with such nominees to determine whether any such nominee meets the Leasehold Mortgagee's qualifications.

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15.09 Estoppel Certificates. Each party agrees, at any time and from time to time upon not less than twenty (20) days prior written notice by the other party, to execute, acknowledge and deliver to the other party a statement in writing certifying: (a) whether this Lease is in full force and effect, and if it is alleged that this Lease is not in full force and effect, setting forth the nature thereof in reasonable detail; (b) whether this Lease has been supplemented or amended, specifying the manner in which it has been supplemented or amended; (c) the date to which all rental payments have been made; (d) the commencement and expiration date of this Lease; and (e) whether or not, to the best of the knowledge of the signer of such statement, the other party is in default or may be with notice or the passage of time, or both, in keeping, observing or performing any term, covenant, agreement, provision, condition or limitation contained in this Lease and if in default, specifying each such default, it being intended that any such statement delivered pursuant to this Section may be relied upon by the other party, any prospective assignee of the other party's interest in this Lease or any Leasehold Mortgagee, but reliance on such certificate may not extend to any default as to which the signer shall not have had actual knowledge.

Article 16 - Subject to Small Business Administration Loan

This Lease is subject to Lessee's receipt of a U.S. Small Business Administration guaranteed loan acceptable to Lessee to fund Lessee's Improvements required by this Lease (the "SBA Loan"). Lessee shall make application to the U.S. Small Business Administration for said SBA Loan within thirty (30) days following the Effective Date of this Lease. Lessee acknowledges that "Time is of The Essence" and agrees to take all action required without delay to secure the SBA Loan. If Lessee's SBA Loan application is denied or Lessee is otherwise unable to secure the SBA Loan within Ninety (90) days immediately following the Effective Date of this Lease, Lessee shall promptly notify Authority in writing of the status of Lessee's SBA Loan. Upon Authority's receipt of Lessee's written notice to Authority that the SBA Loan was denied, or Lessee was otherwise unable to secure the SBA Loan, this Lease shall immediately terminate and the parties shall be relieved of all further liabilities and obligations under this Lease except for Lessee's indemnification obligations under Section 3.03(B) and Lessee's obligation to restore the Premises under Section 3.03(C).

Notwithstanding the above, if Lessee receives the SBA Loan, the SBA Loan will be secured by certain personal property of Lessee stored on the Premises, including, without limitation, furniture, fixtures, equipment, inventory, machinery, chattel paper, accounts, instruments, general intangibles (collectively the "Collateral"). To that end, Authority has executed a Landlord's Consent and Agreement granting a security interest in and to the Collateral of Lessee's Improvements in favor of the lender of the SBA loan. Said Landlord's Consent and Agreement, and the terms and conditions thereof, are an integral part of this Lease and is attached as Exhibit E.

In addition, , the Authority has executed an Assignment of Lease with Consent as Collateral for the SBA Loan for the purpose of granting a security interest in the Lessee's leasehold interest in the Premises to the lender of the SBA Loan. Said Assignment of Lease with Consent, and the terms and conditions thereof, are an integral part of this Lease and is attached as Exhibit F.

Article 17 - Title to Improvements

17.01 <u>Title to Improvements.</u> Lessee shall be deemed to be the owner of all improvements and alterations constructed by Lessee upon the Premises during the Initial Term. Upon expiration of the Initial Term or the earlier termination of this Lease as provided herein, all improvements and alterations constructed or placed upon the Premises by Lessee except for any Fuel System, title to which has not

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previously vested in Authority hereunder, shall become the absolute property of Authority, and Authority shall have every right, title, and interest therein, free, and clear of any liens, mortgages, and other encumbrances. Upon the request of Authority, Lessee shall provide Authority with a bill of sale or other evidence of the transfer of ownership of the improvements and alterations together with evidence satisfactory to Authority that the improvements and alterations are free from liens, mortgages, and other encumbrances.

17.02 Omitted.

- 17.03 <u>Removal of Improvements.</u> Notwithstanding any provision of this Lease to the contrary, Lessee may be required to remove any improvements made by Lessee during the Term of this Lease upon the expiration or earlier termination of this Lease, including the Fuel System as set forth in Section 16.02 above.
- 17.04 <u>Survival of Article.</u> The provisions of this Article 16 shall survive expiration or earlier termination of this Lease.

Article 18 - Expiration, Default, Remedies and Termination

- 18.01 <u>Expiration</u>. This Lease shall automatically terminate at the end of the Initial Term, unless renewed in accordance with Section 3.02. In the event this Lease is renewed, this Lease shall automatically terminate at the end of the applicable Renewal Term.
- 18.02 <u>Default</u>. The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Lessee or Authority:
 - (A) The failure of Lessee to construct Lessee's Improvements in accordance with the terms, covenants, and conditions of this Lease. Notwithstanding, if the nature of Lessee's breach in this regard is such that more than thirty (30) days after written notice from Authority to Lessee is required to complete performance, then Lessee shall not be in default if Lessee commences performance within such thirty (30) day period and continues thereafter without interruption to diligently prosecute an absolute cure to completion. This provisional extension of time to cure shall not apply to any other event or form of breach by Lessee.
 - (B) The abandonment (as that term is defined under applicable law) of the Premises by Lessee.
 - (C) The failure by Lessee to make payment of rent or any other payment required to be made by Lessee hereunder as and when due, where such failure shall continue for a period of ten (10) days after written notice from Authority that such payment is due.
 - (D) The failure by Lessee to maintain in full force and effect, the insurance limits, coverages, and endorsements required by this Lease.

- (E) The failure by Lessee to observe or perform any other covenants, conditions, or provisions of this Lease to be observed or performed by Lessee, for a period of thirty (30) days after written notice thereof from Authority.
- (F) To the extent permitted by law: (a) the making by Lessee or any guarantor thereof of any general assignment, or general arrangement for the benefit of creditors; (b) the filing by or against Lessee of a petition to have Lessee adjudged bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Lessee, the same is dismissed within ninety (90) days); (c) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within ninety (90) days; or (d) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within ninety (90) days.
- (G) A material default by Lessee of any other agreement, permit or lease between Authority and Lessee, which default has not been cured within the applicable cure period provided in such agreement, permit, or lease. In the event of a default by Lessee that remains uncured after the applicable cure period, Authority shall have the right to pursue any remedy now or hereafter available to Authority under the laws of the state of Florida, including, but not limited to, the right to terminate this Lease.
- 18.03 <u>Remedies.</u> Pursuant to Section 17.02, in the event of any material default or breach by Lessee, Authority may at any time thereafter, with notice or demand and without limiting any other right or remedy which Authority may have under the law by reason of such default or breach, elect to exercise any one of the following remedies while concurrently taking all reasonable steps to mitigate all its damages:
 - (A) Declare the entire rent for the balance of the Initial Term, Renewal Term(s), or any part thereof due and payable while subtracting any rent that it has received or will receive through another Lessee on the same Premises forthwith.
 - (B) Terminate Lessee's right to possession of the Premises by any lawful means and reenter and retake possession of the Premises for the account of Lessee, in which case the rent and other sums hereunder shall be accelerated and due in full and Lessee shall be liable for the difference between the rent which is stipulated to be paid hereunder plus other sums as described herein and what Authority is able to recover from its good faith efforts to relet the Premises, which deficiency shall be paid by Lessee. Upon such reletting, all rentals received by Authority shall be applied, first to the payment of any indebtedness other than rent due hereunder from Lessee; second, to the payment of any reasonable costs and expenses of such reletting, which shall include all damages incurred by Authority due to Lessee's default including, but not limited to, the reasonable cost of recovering possession of the Premises including reasonable attorneys' fees, and reasonable real estate commissions paid by Authority relating to the unexpired Term of this Lease; third, to the payment of rent due and unpaid hereunder; and the residue, if any, shall be paid to Lessee.

- (C) Treat this Lease as terminated and re-enter and re-take possession of the Premises for the account of Authority, thereby terminating any further liability under this Lease on the part of Lessee and Authority. Notwithstanding the foregoing, Authority shall have a cause of action to recover any rent remaining unpaid when Authority retakes possession of the Premises for the account of Authority.
- (D) Pursue any other remedy now or hereinafter available to Lessee under the laws of the State of Florida.

Notwithstanding any provision of this Lease to the contrary, Authority shall have the right to bring an action for its damages upon the occurrence of a default by Lessee and Authority reserves all rights which laws of the State of Florida confer upon a landlord against a Lessee in default. In the event legal action is required hereunder to enforce the rights of the parties pursuant to this Lease the prevailing party in such action shall be entitled to recover costs and attorney's fees, including appellate fees.

- 18.04 <u>Default by Authority.</u> Authority shall not be in default unless Authority fails to perform obligations imposed upon Authority hereunder within thirty (30) days after written notice by Lessee to Authority, specifying wherein Authority has failed to perform such obligations; provided, that if the nature of Authority's obligations is such that more than thirty (30) days are required for performance then Authority shall not be in default if Authority commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion.
- 18.05 <u>Surrender of Premises</u>. Lessee expressly agrees that it shall immediately surrender the Premises to Authority in working order, good condition, and in compliance with all then applicable laws, rules, and regulations, upon expiration or termination of this Lease, depreciation, and wear from ordinary use for the purpose for which the Premises were leased being excepted. In the event Lessee shall holdover, refuse, or fail to give up the possession of the Premises at the termination of this Lease, Lessee shall be liable to Authority for all damages, and in addition thereto, Lessee shall also be strictly liable to pay to Authority during the entire time of such holdover, double rental, as provided for in Section 83.06, Florida Statutes. Lessee shall remove all its personal property from the Premises prior to the expiration or earlier termination of this Lease. Any personal property of Lessee not removed by Lessee shall become the property of Authority.

Article 19 - Assignment, Transfer and Subletting

Lessee shall not assign or sublet this Lease either in whole or in part, without prior written consent of Authority which consent shall not be unreasonably withheld. No request for, or consent to, such assignment shall be considered unless Lessee shall have paid all rentals, fees, and charges which have accrued in favor of Authority and Lessee shall have otherwise met all other legal obligations to be performed, kept, and observed by it under the terms and conditions of this Lease or as this Lease may be subsequently amended or modified. Authority reserves the right to investigate the financial capacity of the proposed assignee prior to making its decision.

No capital stock of any Lessee and no partnership or membership interest of any partnership or limited liability entity can be assigned, sold, or transferred without Authority's consent, which shall not unreasonably be withheld. The parties acknowledge however that notwithstanding the foregoing, Lessee

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may freely assign less than a controlling interest to a related corporate entity (defined as sharing some commonality of direct or indirect ownership interest with Lessee) and/or for estate planning purposes.

Article 20 - Indemnification

Lessee shall protect, defend, reimburse, indemnify and hold Authority and its elected officers, employees and agents and each of them free and harmless at all times from and against any and all liability, losses, expenses, costs, suits, claims, judgments, fines and damages (including reasonable attorney fees at trial and appellate levels) and causes of action of every kind and character (hereinafter collectively referred to as, "Damages"), or in which Authority is named or joined, arising out of Lessee's or a Lessee Party's use or occupancy of the Premises or Airport by Lessee or a Lessee Party, including, but not limited to, those arising by reason of any damage to property or the environment, or bodily injury (including death) incurred or sustained by any party hereto, any agent or employee of any party hereto, and any third party or other Person whomsoever, or any governmental agency, arising out of or incident to or in connection with the condition of the Premises caused by Lessee, Lessee's or a Lessee Party's acts, omissions or operations at the Airport, or the performance, non-performance or purported performance of Lessee or any breach by Lessee or an Lessee Party of the terms of this Lease Lessee recognizes the broad nature of this indemnification and hold-harmless clause and acknowledges that Authority would not enter into this Lease without the inclusion of such clause, and voluntarily make this covenant and expressly acknowledges the receipt of Ten Dollars (\$10.00) and such other good and valuable consideration provided by Authority in support of this indemnification in accordance with the laws of the State of Florida. The obligations arising under this Article shall survive the expiration or termination of this Lease.

<u>Article 21 – Signage Outside of Premises</u>

No signs, posters, or similar devices shall be erected, displayed, or maintained by Lessee outside the Premises on other areas of the Airport or on the Premises that are visible in any way off the Premises without the written consent of Authority, which consent may be granted or withheld in Authority's sole and absolute discretion. All signs not approved by Authority shall be promptly removed at the sole cost and expense of Lessee upon written demand therefore by Authority.

Article 22 - Laws, Regulations and Permits

- 22.01 <u>General.</u> Lessee agrees that throughout the Term and any extension thereof, Lessee shall always remain in compliance with all applicable federal, state, and local laws, statutes, regulations, rules, rulings, orders, ordinances and directives of any kind or nature, as now or hereafter amended or promulgated, including, but not limited to, FAA Advisory Circulars, Orders and Directives, and the Airport Rules and Regulations.
- 22.02 <u>Permits and Licenses</u>. Lessee agrees that it shall, at its sole cost and expense, obtain, comply with, and maintain current all permits, licenses and other governmental authorizations required for its operations and activities on the Premises. Upon the written request of Authority, Lessee shall provide Authority with copies of all permits and licenses requested by Authority pursuant to this Section.
- 22.03 <u>Safety Regulation.</u> Lessee shall conduct its operations and activities under this Lease in a safe manner and shall comply with all safety regulations and standards imposed by applicable federal, state, and local laws and regulations and shall require the observance thereof by Lessee Parties and all

other Persons transacting business with or for Lessee resulting from, or in any way related to, the conduct of Lessee's business on the Premises. Lessee shall procure and maintain such fire prevention and extinguishing devices as required by Authority and by law and shall always be familiar and comply with the fire regulations and orders of Authority. Lessee agrees that neither Lessee, nor its employees or contractors or any person working for or on behalf of Lessee, shall require any personnel engaged in the performance of Lessee's operations to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health or safety, as determined by standards adopted pursuant to the Occupational Safety and Health Act of 1970, as now or hereafter amended, as well as all applicable State and local laws, regulations, and orders relative to occupational safety and health.

22.04 Environmental and Natural Resource Laws, Regulations and Permits.

- (A) Notwithstanding any other provision of the Lease to the contrary, Lessee hereby expressly covenants, warrants, guarantees and represents to Authority, upon which Authority expressly relies, that Lessee is knowledgeable of, and shall comply with, all Environmental Laws applicable to Lessee and its operations hereunder.
- (B) Lessee acknowledges and understands that its operations performed pursuant to this Lease may involve the generation, processing, handling, storing, transporting and disposal of Hazardous Substances, which are, or may be, subject to regulation under applicable Environmental Laws. Lessee further expressly covenants, warrants, guarantees, and represents that it is fully qualified to handle and to arrange disposal of all such Hazardous Substances, in a manner which is both safe and in full compliance with all applicable Environmental Laws.
- (C) Lessee hereby expressly assumes and accepts full responsibility and liability for compliance with all such applicable Environmental Laws in the handling and disposal of any and all Hazardous Substances resulting from or arising out of Lessee's operations conducted on the Premises, and Lessee shall, prior to commencement of any such operations pursuant to this Lease, secure any and all permits, and properly make all necessary notifications as may be required by any and all governmental agencies having jurisdiction over parties or the subject matter thereof. Lessee further represents, warrants, guarantees and covenants to Authority, upon which Authority hereby expressly relies, that Lessee, its employees, agents, contractors, and those Persons that are required to be so trained working for, or on behalf of, Lessee have been, or will be prior to commencement of operations on the Premises, fully and properly trained in the handling of all such Hazardous Substances, and that such training, at a minimum, complies with any and all applicable Environmental Laws.
- (D) Lessee shall provide to Authority satisfactory documentary evidence of all such requisite legal permits and notifications, as hereinabove required and as may be further required, upon request, from time to time by Authority.
- (E) If Lessee is deemed to be a generator of hazardous waste, as defined by applicable Environmental Laws:

- (1) Lessee shall obtain an EPA identification number and shall comply with all requirements imposed upon a generator of hazardous waste, including, but not limited to, ensuring that the appropriate transportation and disposal of such materials are conducted in compliance with Environmental Laws.
- (2) Lessee shall maintain an accurate inventory list (including quantities) of all such hazardous waste, whether stored, disposed of, or recycled, or, in the alternative, copies of hazardous waste manifests, available always for inspection upon reasonable advance notice at any time on the Premises by Authority.
- (3) Lessee shall notify the Authority, and such other appropriate agencies as Authority may from time to time designate, of all hazardous waste activities occurring at the Premises so that it shall be included as a Authority Generator of such waste.
- (4) Lessee shall provide to the Authority, and to all appropriate governmental entities having jurisdiction thereover, the name and telephone number of Lessee's emergency coordinator in case of any spill, leak, or other emergency involving hazardous, toxic, flammable, and/or other pollutant/contaminated materials.
- (F) Lessee shall be strictly liable for, and hereby expressly assumes all responsibility for all citations, fines, environmental controls and monitoring, clean-up and disposal, restoration and corrective measures resulting from or in any way connected with the improper use, handling, storage, and/or disposal of Hazardous Substances by the Lessee Parties on or from the Premises. All such remedies of Authority about environmental requirements as set forth herein shall be deemed cumulative in nature and shall survive expiration or termination of this Lease.
- (G) Lessee agrees to protect, defend, reimburse, indemnify, and hold Authority, its agents, employees, and elected officers harmless from and against all Damages arising from, resulting out of or in any way caused by or connected to the Lessee Parties' failure to comply with all applicable Environmental Laws. Lessee understands that this indemnification is in addition to and is a supplement of Lessee's indemnification agreement set forth in Article 19. Lessee acknowledges the broad nature of this indemnification and hold-harmless clause and that Authority would not enter this Lease without the inclusion of such clause, and voluntarily makes this covenant and expressly acknowledges the receipt of Ten Dollars (\$10.00) and such other good and valuable consideration provided by Authority in support of this indemnification in accordance with laws of the State of Florida. The obligations arising under this Section shall survive the expiration or earlier termination of this Lease.
- 22.05 <u>Environmental Assessment.</u> At least thirty (30) days, but no more than ninety (90) days, prior to the expiration or earlier termination of the Lease, Lessee shall cause a Phase I environmental assessment ("Phase I ESA") of the Premises to be prepared and delivered to Authority. If the Phase I ESA indicates that there is a potential that an environmental condition may exist on the Premises, or the adjacent property based on activities that have occurred or are occurring on the Premises. Lessee shall promptly cause a Phase II environmental assessment ("Phase II ESA") of the Premises to be prepared and delivered to Authority.

The Phase I ESA and Phase II ESA shall be prepared by a professional geologist or engineer licensed by the State of Florida, acceptable to Authority, and shall be prepared to meet the standards of practice of the American Society of Testing and Materials, to determine the existence and extent, if any, of Hazardous Substances on the Premises. The Phase I ESA and Phase II ESA shall state that Authority is entitled to rely on the information set forth therein. The Phase I ESA and Phase II ESA shall be prepared and delivered to Authority at Lessee's sole cost and expense. The Phase II ESA must address any potential environmental conditions or areas of contamination identified in the Phase I ESA. To the extent the environmental conditions and/or contamination identified in the environmental assessments are a result of Lessee activities or operations on the Premises, Lessee shall, at its sole cost and expense, promptly commence and diligently pursue to completion any assessment, remediation, clean-up and/or monitoring of the Premises necessary to bring the Premises into compliance with Environmental Laws. The requirements of this paragraph shall be in addition to any other provisions of the Lease relating to the condition of the Premises and shall survive the termination or expiration of the Lease.

Article 23 - Americans with Disabilities Act

Lessee shall comply with the applicable requirements of the Americans with Disabilities Act and the State of Florida Accessibility Requirements Manual ("ADA"), and applicable implementing regulations, and any similar or successor laws, ordinances, rules, and regulations, including cooperation with Authority, concerning the same subject matter.

Article 24 - Disclaimer of Liability

AUTHORITY HEREBY DISCLAIMS, AND LESSEE HEREBY RELEASES AUTHORITY, ITS ELECTED OFFICIALS, EMPLOYEES AND AGENTS FROM ANY AND ALL LIABILITY, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY, NEGLIGENCE AND NUISANCE), FOR ANY LOSS, DAMAGE, OR INJURY OF ANY NATURE WHATSOEVER SUSTAINED BY LESSEE PARTIES DURING THE TERM OF THIS LEASE OR ANY EXTENSION HEREOF FOR LOSS, DAMAGE OR INJURY TO THE IMPROVEMENTS OR PERSONAL PROPERTY OF LESSEE PARTIES THAT MIGHT BE LOCATED OR STORED ON THE PREMISES. FURTHERMORE, LESSEE ACKNOWLEDGES AND AGREES THAT ITS RELIANCE OR USE OF ANY INFORMATION PROVIDED BY AUTHORITY, WHETHER PREPARED OR PROVIDED BY AUTHORITY OR OTHERWISE, IN DETERMINING WHETHER TO ENTER INTO THIS LEASE WAS AT ITS SOLE RISK. UNDER NO CIRCUMSTANCE SHALL AUTHORITY BE LIABLE FOR SPECIAL OR EXEMPLARY DAMAGES OR FOR LOSS OF REVENUE OR ANTICIPATED PROFITS.

Article 25 - Governmental Restrictions

- 25.01 <u>Federal Right to Reclaim.</u> In the event a United States governmental agency shall demand and take over the entire facilities of the Airport or the portion thereof wherein the Premises are located, for public purposes, for a period more than ninety (90) consecutive days then this Lease shall hereupon terminate, and Authority shall be released and fully discharged from all liability hereunder. In the event of such termination, Lessee's obligation to pay rent shall cease upon such government agency takes over, however, nothing herein shall be construed as otherwise relieving Lessee from any of its liabilities relating to events or claims of any kind whatsoever prior to this termination.
- 25.02 <u>Federal Review.</u> Lessee acknowledges this Lease may be subject to review or inspection by the FAA to determine satisfactory compliance with federal law or grant assurances and agrees that this Lease shall be in full force and effect and binding upon both parties pending such review or inspection by

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the FAA, if applicable; provided, however, that upon such review or inspection all parties hereto agree to modify any of the terms of this Lease which shall be determined by the FAA to be in violation of existing laws, regulations, grant assurances or other requirements.

- 25.03 <u>Authority Tax Assessment Right.</u> None of the terms, covenants and conditions of this Lease shall in any way be construed as a release or waiver on the part of Authority, as a political subdivision of the State of Florida, or any of the public officials of Authority, City of Sarasota, Sarasota County, Florida, or Manatee County, Florida, of the right to assess, levy, and collect any ad valorem, non-ad valorem, license, personal, intangible, occupation, or other tax which shall be lawfully imposed on the Premises, the business or property of Lessee.
- 25.04 <u>Height Restriction.</u> Lessee expressly agrees for itself, its successors, and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the Premises to such a height to comply with Title 14, Part 77 of the Code of Federal Regulations, as now or hereafter amended.
- 25.05 <u>Right of Flight</u>. Authority reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises together with the right to cause in said airspace such noise as may be inherent in the operations of aircraft now known or hereafter used, for navigation of or flight in the said airspace for landing on, taking off from, or operating on the Airport.
- 25.06 Operation of Airport. Lessee expressly agrees for itself, its sublessees, successors and assigns to prevent any use of the Premises that would interfere with or adversely affect the operation, maintenance or development of the Airport, or otherwise constitute an Airport hazard; provided that the operation of the Premises for the uses permitted under this Lease in accordance with the terms and conditions of this Lease and the Minimum Standards shall not be deemed to interfere with or adversely affect the operation, maintenance of development of the Airport or otherwise constitute an Airport hazard.
- 25.07 <u>Release.</u> Lessee acknowledges that noise and vibration are inherent to the operation of Airport and hereby releases Authority from all liability relating to the same.
- 25.08 <u>Nonexclusive Rights.</u> Notwithstanding any provision of this Lease to the contrary, Lessee understands and agrees that the rights granted under this Lease are nonexclusive, other than the exclusive right of use of the Premises, and that Authority may grant similar privileges to another Lessee or other Lessees on other parts of the Airport.
- 25.09 <u>Hazardous Wildlife Attractants.</u> Lessee acknowledges that water detention and retention areas are considered wildlife attractants and shall request the approval of Authority prior to constructing a water detention or retention area within the Premises. If approved by Authority, water detention or retention areas shall follow the siting, design, and construction requirements of the Authority. Lessee further agrees to comply with the provisions of Federal Aviation Administration Advisory Circular No. 150/5200-33B, as now or hereafter amended, as such circular is interpreted by the Authority.
- 25.10 <u>Subordination to Federal Agreements.</u> This Lease shall be subject and subordinate to all the terms and conditions of any instrument and documents under which Authority acquired the land or improvements thereon, of which the Premises are a part, and shall be given only such effect as will not

conflict with nor be inconsistent with such terms and conditions. Lessee understands and agrees that this Lease shall be subordinate to the provisions of any existing or future agreement between Authority and the United States of America, or any of its agencies, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.

Article 26 - Non-Discrimination

26.01 <u>Non-Discrimination in Authority Contracts.</u> Lessee warrants and represents to Authority that all its employees are treated equally during employment without regard to race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information. Lessee has submitted to Authority a copy of its non-discrimination policy, which is consistent with the above, as contained in Resolution R-2014-1421, as may be amended, or in the alternative, if Lessee does not have a written non-discrimination policy, it has acknowledged through a signed statement provided to Authority affirming their non-discrimination policy conforms to R-2014-1421, as may be amended.

26.02 Federal Non-Discrimination Covenants.

- (A) Lessee, for its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:
 - (1) In the event facilities are constructed, maintained, or otherwise operated on the Premises for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, Lessee will maintain and operate such facilities and services in compliance with all requirements imposed by the nondiscrimination acts and regulations listed in the Nondiscrimination Authorities (as hereinafter defined), as may be amended, such that no person on the grounds of race, color, national origin, gender, religion, or age will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
 - (2) No person on the ground of race, color, national origin, gender, religion, or age will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of Authority property, including, but not limited to, the Premises.
 - (3) In the construction of any improvements on, over, or under the Premises and the furnishing of services thereon, no person on the ground of race, color, national origin, gender, religion, or age will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
 - (4) Lessee will use the Premises in compliance with all other requirements imposed by or pursuant to the Nondiscrimination Authorities.

- (B) In the event of breach of any of the above nondiscrimination covenants, Authority shall have the right to terminate this Lease and to enter, re-enter, and repossess the Premises, and hold the same as if this Lease had never been made or issued. This Lease shall not be terminated pursuant to this paragraph until the procedures of 49 CFR Part 21 are followed and completed, including, the exercise or expiration of appeal rights.
- (C) For purposes of this Article, the term "Non-Discrimination Authorities" includes, but is not limited to, the non-discrimination statutes, regulations and authorities listed in Appendix "E" of Appendix "4" of FAA Order 1400.11, Non-discrimination in Federally Assisted Programs at the Federal Aviation Administration, as may be amended.

Article 27 - Failure of Utility Systems

Authority shall not be responsible or liable to Lessee for any claims for compensation or any losses, damages or injury whatsoever sustained by Lessee including, but not limited to, those resulting from failure of any water supply, heat, air conditioning, electrical current, or sewerage or drainage facility, or caused by natural physical conditions on the Premises, whether on the surface or underground, including stability, moving, shifting, settlement of ground, or displacement of materials by fire, water, windstorm, tornado, hurricane, act of God or state of war, civilian commotion or riot, or any cause beyond the control of Authority. All personal property placed on or moved on to the Premises shall be at the sole risk of Lessee and Authority shall not be liable for any loss or damage thereto, except to the extent such loss or damage was caused by the negligence of the Authority, as limited or otherwise affected by section 768.28, Florida Statutes. Authority shall not be liable for any damage or loss of any personal property placed or moved on to the Premises.

Article 28 - Subordination to Bond Resolution

From time to time the Authority may participate in obtaining financing through the issuance of bonds whereby a bond resolution is adopted ("Bond Resolution.") Authority reserves the right to enter such bond financing. When this occurs, the lands of the Authority may be pledged or assigned to support the financing transaction. This Lease and all rights granted to Lessee hereunder are expressly subordinated and subject to the lien and provisions of the pledge, transfer, hypothecation or assignment made by Authority in the Bond Resolution, and Authority and Lessee agree that to the extent permitted by authorizing legislation, the holders of the Bonds or their designated representatives shall exercise any and all rights of Authority hereunder to the extent such possession, enjoyment and exercise are necessary to insure compliance by Lessee and Authority with the terms and provisions of this Lease and Bond Resolution.

Article 29 - Waiver of Jury Trial

The parties hereto shall, and they hereby do, waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of, or in any way connected with, this Lease, the relationship of Authority and Lessee, Lessee's use or occupancy of the Premises and/or building, and/or claim or injury or damage. In the event Authority commences any proceeding to enforce this Lease or Authority/Lessee relationship between the parties or for nonpayment of rent (of any nature whatsoever) or additional monies due Authority from Lessee under this Lease, Lessee will not interpose any counterclaim of whatever nature or description in any such

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proceedings. In the event Lessee must, because of applicable court rules, interpose any counterclaim or other claim against Authority in such proceedings, Authority and Lessee covenant and agree that, in addition to any other lawful remedy of Authority, upon motion of Authority, such counterclaim or other claim asserted by Lessee shall be severed out of the proceedings instituted by Authority and the proceedings instituted by Authority may proceed to final judgement in the Circuit Court of the 12th Judicial Circuit separately and apart from and without consolidation with or reference to the status of each counterclaim or any other claim asserted by Lessee.

Article 30 - Miscellaneous

- 30.01 Force Majeure. Any delay in or a failure of performance by Lessee in the performance of its obligation under this Lease to construct the Required Improvements shall not constitute a default under this Lease to the extent that such delay or failure of performance could not be prevented by Lessee's exercise of reasonable diligence and results from: (a) acts of God, (b) fire or other casualty, (c) war, (d) public disturbance, (e) failure of the Authority, FAA or other governmental entity with oversight over the Premises to issue or deliver any permit, license or consent needed for the construction of the Required Improvements through no fault, delay, action, or inaction of Lessee, (f) and/or strikes or other labor disturbances or material/supply shortages affecting the Sarasota/Manatee area not attributable to the failure of Lessee to perform its obligations under any applicable labor contract or law and directly and adversely affecting Lessee (any, a "Force Majeure Event"). In no event shall the inability to obtain financing be deemed to be a Force Majeure Event.
- 30.02 <u>Waiver</u>. The failure of Authority to insist on a strict performance of any of the agreements, terms, covenants, and conditions hereof shall not be deemed a waiver of any rights or remedies that Authority may have for any subsequent breach, default, or non-performance, and Authority's right to insist on strict performance of this Lease shall not be affected by any previous waiver or course of dealing.
- 30.03 <u>Easement.</u> Nothing in this Lease shall impair any existing utility easements, nor impair the Authority's right of access to any existing utility lines. Authority reserves the right to grant utility easements, licenses, and rights-of way to others over, under, though, across, or on the Premises If the grant or the use of any easement, license, or right of way issued by Authority interferes with Lessee's existing operations, or any planned or ongoing construction approved by Authority as required by this Lease, or reduces the value of the Required Improvements approved by Authority as required herein, Authority shall reimburse Lessee in a timely manner for any direct costs incurred by Lessee specifically attributable thereto, which costs shall not include any time or overhead charges attributable to Lessee. Lessee shall furnish Authority with original source documentation of said direct costs, which documentation shall be used by Authority and Lessee as the sole means to determine the amount of reimbursement due.
- 30.04 <u>Independent Contractor.</u> Lessee or any successor in interest to this Lease, is and shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions, and Authority shall in no way be responsible therefor.
- 30.05 <u>Governmental Authority.</u> Nothing in this Lease shall be construed to waive or limit the Authority's governmental authority as a body politic of the State of Florida to regulate Lessee or its operations. The Authority's obligations under this Lease are made in a proprietary capacity rather than in

a governmental capacity and such agreements shall not be construed as limiting, prohibiting or eliminating the obligation of the parties to comply with all applicable rules, regulations, ordinances, statutes and laws, nor alter or impair the Authority's governmental functions, including, but not limited to, the Authority's right to lawfully exercise its regulatory authority over the development of the Premises, nor as enabling, permitting, or creating any cause of action or claim arising out of the lawful exercise of the Authority's governmental authority.

- 30.06 <u>Consent and Action.</u> Whenever this Lease calls for an approval, consent or authorization by the Authority or Authority, such approval, consent, or authorization shall be evidenced by the written approval of the CEO/President or his or her designee. In the event this Lease is silent as to the standard for any consent, approval, determination, or similar discretionary action, the standard shall be at the reasonable discretion of Authority or Authority.
- 30.07 <u>Rights Reserved to the Authority.</u> All rights not specifically granted Lessee by this Lease are reserved to Authority.
- 30.08 <u>Invalidity of Clauses.</u> The invalidity of any portion, article, paragraph, provision, clause, or any portion thereof of this Lease shall have no effect upon the validity of any other part or portion hereof.
- 30.09 <u>Governing Law.</u> This Lease shall be governed by and in accordance with the laws of the State of Florida.
- 30.10 <u>Venue</u>. Venue in any action or proceeding in connection with this Lease shall be filed and held in a State court of competent jurisdiction located in Sarasota or Manatee County, Florida.
- 30.11 Notices. All notices and elections (collectively, "notices") to be given or delivered by or to any party hereunder, shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service or overnight mail, or alternatively shall be sent by United States Certified Mail, with Return Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services or overnight mail, or if mailed, upon the date which the return receipt is signed or delivery is refused, or the notice designated by the postal authorities as non-deliverable. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

Authority:

Chief Executive Officer
Sarasota Manatee Airport Authority
Sarasota Bradenton International Airport
6000 Airport Circle
Sarasota, FL, 34243

Lessee:

Paula Kraft, President DaVinci Inflight Training Institute 3330 NW 53rd Street, Ste 301 Ft. Lauderdale, FL 33309 USA

With copy to:

Properties Department Sarasota Manatee Airport Authority Sarasota Bradenton International Airport 6000 Airport Circle Sarasota, FL, 34243

With copy to:

Amanda Kraft
DaVinci Inflight Training Institute
3330 NW 53rd Street, Ste 301
Ft. Lauderdale, FL 3309 USA

Any party may from time to time change the address to which notice under this Lease shall be given such party, upon ten (10) days prior written notice to the other party.

- 30.12 <u>Paragraph Headings.</u> The heading of the various articles and sections of this Lease, and its Table of Contents, are for convenience and ease of reference only, and shall not be construed to define, limit, augment or describe the scope, context or intent of this Lease or any part or parts of this Lease.
- 30.13 <u>No Recording.</u> Neither this Lease, nor any memorandum or short form hereof, shall be recorded in the Public Records of Authority without the Authority's consent. Notwithstanding the foregoing, the Authority hereby consents to the recording at Lessee's expense of a Memorandum of Lease in a form substantially like the one attached hereto as Exhibit D.
- 30.14 <u>Binding Effect.</u> The terms, conditions and covenants of this Lease shall inure to the benefit of and be binding upon the parties hereto and their successors, assigns and sublessees, if any. This provision shall not constitute a waiver of any conditions against assignment or subletting.
- 30.15 <u>Construction.</u> No party shall be considered the author of this Lease since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final Lease. Thus, the terms of this Lease shall not be strictly construed against one party as opposed to the other party based upon who drafted it. If any section, paragraph, sentence, clause, or provision hereof, shall be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Lease and the same shall remain in full force and effect.
- 30.16 <u>No Broker.</u> Lessee represents and warrants that Lessee has not dealt with any real estate salesperson, agent, finder, or broker in connection with this Lease and further agrees to indemnify, defend, and hold harmless Authority from and against any claims or demands of any such salesperson, agent, finder, or broker claiming to have dealt with Lessee. The foregoing indemnification shall include all costs, expenses, and fees, including reasonable attorney's fees at trial and all appellate levels, expended, or incurred in the defense of any such claim or demand.
- 30.17 <u>Public Entity Crimes.</u> As provided in Section 287.132-133, Florida Statutes, by entering, into this Lease or performing any work in furtherance hereof, Lessee certifies that it, its affiliates, suppliers, subcontractors, and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Authority of Management Services within the thirty-six (36) months immediately preceding the effective date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.
- 30.18 <u>Scrutinized Companies.</u> As provided in Section 287.135, Florida Statutes, by entering into this Lease or performing any work in furtherance hereof, Lessee certifies that it, its affiliates, suppliers, subcontractors and consultants who perform hereunder, have not been placed on the Scrutinized Companies Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, or on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to Section 215.4725, Florida Statutes, or is engaged in business operations in Cuba or Syria. If Authority determines, using credible information available to the public, that a false certification has been submitted by Lessee, this Lease may be terminated and a civil penalty equal to the greater of Two Million Dollars (\$2,000,000) or twice the amount of this Lease shall be imposed, pursuant to Section 287.135, Florida Statutes.

- 30.19 <u>Budgetary Funding.</u> Any obligations of Authority that require financial funding are subject to and contingent upon annual budgetary funding and appropriations by the Sarasota Manatee Airport Authority Board.
- 30.20 <u>Entirety of Agreement.</u> The parties agree that this Lease sets forth the entire agreement between the parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Lease may be added to, modified, superseded, or otherwise altered except by written instrument executed by the parties hereto.
- 30.21 <u>Incorporation by References.</u> Exhibits attached hereto and referenced herein shall be deemed to be incorporated in this Lease by such reference.
- 30.22 <u>Radon.</u> Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from Authority's public health unit.
- 30.23 <u>No Third-Party Beneficiaries.</u> No provision of this Lease is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Lease, including, but not limited to, any citizen or employees of Authority and/or Lessee.
- 30.24 <u>Time of the Essence</u>. Time is of the essence of this Lease; and in case Lessee shall fail to perform the covenants or conditions on its part to be performed at the time fixed for the performance of such respective covenants or conditions by the provisions of this Lease, Authority may declare Lessee to be in default of such Lease.
- 30.25 <u>Survival.</u> Notwithstanding any early termination of this Lease, Lessee shall remain obligated hereunder to perform any duty, covenant or obligation imposed upon Lessee hereunder arising prior to the date of such termination.
- 30.26 <u>Rights Reserved.</u> Rights not specifically granted to Lessee by this lease are expressly and independently reserved to Authority. Authority expressly reserves the right to prevent any use of the described Premises which would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute an airport hazard.
- 30.27 <u>Rent a Separate Covenant</u>. Lessee shall not for any reason withhold or reduce Lessee's required payments of rent and other charges provided in this Lease, it being expressly understood and agreed by the parties that the payment of rent and additional rent is a covenant by Lessee that is independent of the other covenants of the parties hereunder.
- 30.28 <u>Corporate Tenancy.</u> If Lessee is a corporation or other organizational entity, the undersigned officer of Lessee hereby warrants and certifies to Authority that Lessee is an entity in good standing and is authorized to do business in the State of Florida and shall provide proof of good standing to Authority. The undersigned officer of Lessee hereby further warrants and certifies to Authority that he or she, as such officer, is authorized and empowered to bind the entity to the terms of this Lease by his or her signature thereto. Authority, before it accepts and delivers this Lease, shall require Lessee to supply it with a Sworn

Statement on Public Entity Crimes, attached hereto and incorporated herein as Exhibit C, and a certified copy of the entity resolution authorizing the execution of this Lease by Lessee.

(Continued on next page).

IN WITNESS WHEREOF, the Parties hereto have duly executed this Lease as of the day and year first above written.

Approved to Form and Legal Sufficiency for Sarasota Manatee Airport Authority,	SARASOTA MANATEE AIRPORT AUTHORITY, a Body Politic and Corporate Existing Under the Laws of the State of Florida
Signature	Signature
Print Name	Print Name
Title	Title
Date	Date
Signed, sealed, and delivered in the presence of two witnesses for Lessee: Signature Eric Posey Print Name	DAVINCI INFLIGHT TRAINING INSTITUTE, INC. Signature Amande Kraft Print Name
VP Title 1/19/23	CFO Title 1/19/2-3
Youla A Light Signature	Date
Paula Kraft Print Name	Seal
CEO Title 1/19/23	
Date SMAA011923	46





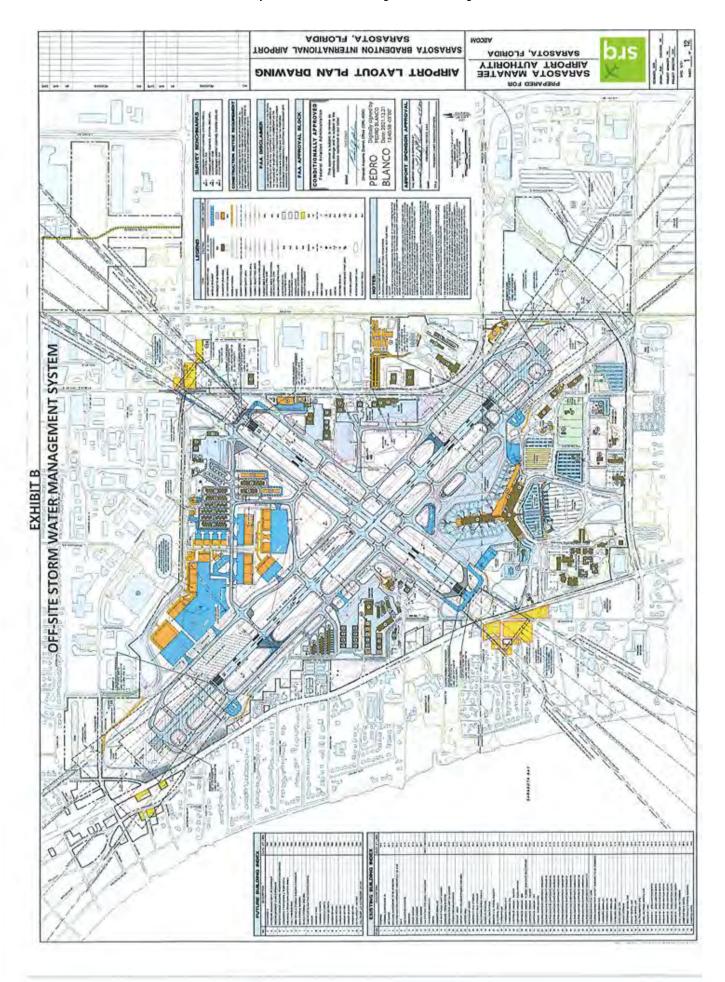


EXHIBIT C

SWORN STATEMENT PURSUANT TO SECTION 287.122(3)(A) FLORIDA STATUTE, PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

. This sworn statement is submitted to SARASOTA MANATEE AIRPORT AUTHORITY		
by: Amanda Kraft CFO		
(print individual's name and title)	_	
for: Davine's Inflight Training Institute, Inc. (print name of entity submitting sworn statement)		
(print name of entity submitting sworn statement)		
whose business address is: 3330 NW 53d St		
Suit 301		
Fort Laudardale, FL 33309		
and, (if applicable) its Federal Employer Identification Number (FEIN) is 81-3036836		
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)		

- 2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 3. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, because of a jury verdict, nonjury trial, or entry of a plea of guilty of nolo contendere.
- 4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - (1) A predecessor or successor of a person convicted of a public entity crime; or
 - (2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months is considered an affiliate.
- 5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

SMAA011923 49

		if, the statement which I have marked below is true in relation to the stement. (Indicate by placing a check (D) in front of the appropriate atement)
	Malaka a shararshin a sakarshi	the state of the s
	partners, shareholders, employ	ting this sworn statement, nor any of its officers, directors, executives, ees, members, or agents who are active in the management of the ity was charged with and convicted of a public entity crime after July 1,
	***	The state of the s
	partners, shareholders, employ	s sworn statement, or one or more of its officers, directors, executives, rees, members, or agents who are active in the management of the y was charged with and convicted of a public entity crime after July 1,
	The entity of the Mile is the	and a statement of the afficers directors executives
	partners, shareholders, employ entity, or an affiliate of the entity 1989. However, there was a su Division of Administrative Hearly	is sworn statement, or one or more of its officers, directors, executives, rees, members, or agents who are active in the management of the y was charged with and convicted of a public entity crime after July 1, ubsequent proceeding before a Hearing Officer of the State of Florida, ngs, and the Final Order entered by the Hearing Officer determined that it to place the entity submitting this sworn statement on the convicted hal order)
ANI IS F	BLIC ENTITY IDENTIFIED IN P D THAT THIS FORM IS VALID FILED. I ALSO UNDERSTAND ENTERING INTO A CONTRA CTION 287 017 FLORIDA STA	ISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY, THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY, PRIOR ACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN TUTES, FOR CATEGORY TWO, OF ANY CHANGE AFFECTING THE
SEC	DOCUTATION OF THE INCORN	MATION CONTAINED IN THIS SWORN STATEMENT.
CO	RRECTNESS OF THE INFORM	ATION CONTAINED IN THE SWORM STATEMENT.
		DAVINCI INFLIGHT TRAINING INSTITUTE, INC.
		1) 00
	***************************************	(Imande Tuff
	MINIST ASSE	(Signature)
	William Consocial will	
	MOINRY .	Amanda Kraft
	EXPIRES .	(Printed Name)
	GEORGIA	
	May 12, 2024	CFO
	10:	(Title)
	AU PUBLIC IN	Lalas
	BILL DING COMME	1/19/23
	Manual Printers	(Date)
	EXPIRES GEORGIA May 12, 2024 May 12, 2024 May 12, 2024	
	CONVAIA	
ST	ATE OF OCUTON	
CO	ATE OF Glorgia.	
The	e foregoing instrument was a	scknowledged before me by means of physical presence or
		50
SMA	A011923	50

online notarization, this 19th day	of January	,
2023 2022 by Amanda Kraft	who is personally known to me	e or
☐ has produced	as identification.	
	& Chasser	
	Signature of Notary Public	
	J. Glasser	
	Printed Name of Notary Public	

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EXHIBIT D MEMORANDUM OF LEASE

UPON RECORDING, RETURN TO:	
	MEMORANDUM OF LEASE

STATE OF FLORIDA COUNTY OF MANATEE

This MEMORANDUM OF LEASE (this "Memorandum"), dated as of the 19 day of 2022, is made by and between the SARASOTA MANATEE AIRPORT AUTHORITY, a body politic and corporate existing under the laws of the State of Florida ("Authority"), and DAVINCI INFLIGHT TRAINING INSTITUTE, INC., a corporation organized under the laws of the State of Florida, ("Lessee").

WITNESSETH:

The Authority as lessor and the Lessee as lessee have entered into a Fixed Base Operator Development and Operating Lease Agreement dated the 25th day of April, 2022 (the "Lease") with respect to certain real property as described therein, being a total of approximately 1.16 acres of land more or less, being located at Sarasota Bradenton International Airport as more fully described on Exhibit "A" attached hereto and by this reference made a part hereof (the "Property");

- 1. Said Lease sets forth the above names of the parties thereto, together with their respective addresses as set forth hereinbelow.
- 2. The Term of said Lease is twenty (20) years from the Commencement Date as defined the in the Lease and shall thereafter be subject to one possible and conditional further extension of ten (10) years.
- 3. This Memorandum of Lease is automatically terminated and of no further force or effect as of the Expiration Date of this Lease.
- 4. The purpose of this Memorandum of Lease is to give constructive notice of the Lease and of all terms, conditions, and provisions thereof to the same extent as if said Lease was fully set forth herein.

(Continued on next page).

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IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Lease to be executed as of the day and year first above written, for the purpose of providing an instrument for recording in the Manatee County, Florida Public Records.

Signed, sealed, and delivered in the presence of:	LANDLORD
ATTEST:	SARASOTA MANATEE AIRPORT AUTHORITY, a body politic and corporate existing under the laws of the State of Florida
Ву:	Ву:
(SEAL)	
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	APPROVED AS TO TERMS AND CONDITIONS
By: General Counsel	By: President & CEO
NOTARIAL ACKNOWLEDGMENT AS TO	AUTHORITY:
STATE OF FLORIDA COUNTY OF MANATEE	
notarization, thisday of (name) as and corporate existing under the laws	rledged before me by means of physical presence or online , 2022 by (title) of SARASOTA MANATEE AIRPORT AUTHORITY, a body politics of the State of Florida who is personally known to me or who ha (type of identification) as identification.
	Signature - NOTARY PUBLIC STATE OF FLORIDA AT LARGE
i	(Name typed, printed, or stamped)
NOTARY SEAL	(Serial number, if any)
	DAVINCI INFLIGHT TRAINING INSTITUTE, INC.
SMAA011923	53

	tiei	
The foregoing instrument was acknowledged be online notarization, this 1944 day of Januar	efore me by means of L physical presence of 2023 2022 by Amanda Kraff title) of DAVINCI INFLIGHT TRAINING INSTITUTE,	
(name) as(t	itie) of DAVINCI INFLIGHT TRAINING INSTITUTE,	durad
	who is personally known to me or who has pro on) as identification.	aucea
K613-005-79-878-0	S. Chener	_
BURNING GLASSED TO THE STATE OF	Signature - NOTARY PUBLIC STATE OF STORIDA AT LARGE GEOTOGIA	Pawding
EXPIRES	(Name typed, printed, or stamped)	
NOTARY SEAL GEORGIA May 12, 2024	(Serial number, if any)	-
Marin OING COUNTING		

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EXHIBIT E LANDLORD'S CONSENT AND AGREEMENT

day	THIS LANDLORD'S CONSENT AND AGREEMENT (this "Agreement") is made this of, 2022, by ("Landlord"), to and in favor of ("Lender").	
	RECITALS	
A.	Landlord is the owner of certain premises known as(the "Premises").	
В.	dated ("Tenant") leases the Premises from Landlord, pursuant to a lease agreement dated (the "Lease").	
C.	("Borrower") has applied to Lender for a U.S. Small Busin Administration ("SBA") guaranteed loan (the "Loan") which will be secured by certain perso property of Borrower, including, without limitation, furniture, fixtures, equipment, inventor machinery, chattel paper, accounts, instruments, general intangibles (collectively, the "Collateral")	
D.	Borrower and/or Tenant operates its business on the Premises and the Collateral is or will be located on the Premises.	
E.	Landlord's execution of this Agreement is a condition precedent to Lender making the Loan to Borrower.	

AGREED

- 1. Borrower/Tenant has pledged and granted a security interest in and to the Collateral to Lender as security for the Loan. Landlord hereby waives any and all rights, including, but not limited to, the rights of foreclosure, levy, execution, sale and distraint for unpaid rent or other rights arising under real property law or by contract, which Landlord now has or may hereafter acquire on or in any of the Collateral presently and hereafter located at the Premises, and Landlord hereby agrees that the foregoing rights of Landlord shall at all times, until the Loan is paid in full, be subordinate and inferior to the rights of Lender with respect to the Collateral.
- 2. Lender may, at all reasonable times, enter upon the Premises to inspect the Collateral. Nothing herein or elsewhere shall be deemed to prevent Lender from abandoning to Landlord or to Tenant all or any part of the Collateral that cannot, in the opinion of Lender, be economically removed from the Premises.
- 3. Landlord will provide written notice to Lender of any default by Tenant under the terms of the Lease. Where a provision of the Lease provides less than a thirty (30) day cure period, Lender shall also have an additional fifteen (15) day cure period following the Tenant's cure period. Where a provision of the Lease expressly provides that Tenant has no opportunity to cure, Lender shall have no cure period. Nothing shall obligate Lender to cure any default of Tenant.
- 4. In the event of default by Borrower or any other obligor under the Loan or any of the other documents evidencing, securing or executed in connection with the Loan, or any extensions of renewals thereof,

Lender shall have a period of sixty (60) days to: (i) take possession and remove the Collateral, or any part thereof, from the Premises, or (ii) take possession of the Premises and keep the Premises open and operational, whereupon Lender shall, at its option, become the lessee under the Lease or execute a new lease between Lender and Landlord for the balance of the remaining lease term, upon the same terms and conditions as the Lease between Landlord and Tenant. Lender shall not be obligated to pay rent under the Lease unless Lender takes possession of the Premises.

- 5. Landlord represents to Lender that Tenant is not in default under the Lease, and that Landlord has full right, power and authority to execute and perform this Agreement without the necessity of obtaining the consent of any person.
- 6. Any notice or demand required or permitted by this Agreement shall be deemed to have been sufficiently given or served by sending such notice in writing by certified or registered mail, postage prepaid to the parties hereto as follows:

Landlord:	
Lender:	Attention:

The above addresses may be changed by written notice as provided herein to the other party.

- 7. Landlord will notify any purchaser or transferee of Landlord's interest in the Premises of the existence of this Agreement.
- 8. This Agreement shall remain in full force and effect until the Loan is repaid in full and all obligations of Borrower to Lender are satisfied in full. This Agreement is assignable by Lender and shall be binding upon the executors, administrators, successors, transferees or assignees of Landlord and shall inure to the benefit of the successors and assigns of Lender.
- This waiver by Landlord is a material inducement for the Lender's making of the Loan, and Landlord agrees to execute any further documents or take any other action reasonably requested by Lender to further evidence this waiver.
- 10. This Agreement shall be governed by the law of the State of Florida.
- 11. WAIVER OF JURY TRIAL. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LANDLORD, BY EXECUTION HEREOF, AND LENDER, BY ACCEPTANCE HEREOF, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONNECTION WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY WITH RESPECT HERETO. THIS PROVISION IS A

MATERIAL INDUCEMENT TO LENDER TO ACCEPT THIS AGREEMENT AND MAKE THE LOAN.

IN WITNESS WHEREOF, the undersigned has executed this Agreement the day and year first above written.

Signed, sealed and delivered in the presence of:

LANDLORD:				
By:				
Name:				
Its:				

10246182v1

EXHIBIT F ASSIGNMENT OF LEASE WITH CONSENT

This Assignment of Lease with Consent (the "Assignment") is made and entered
into as of, 2022, by and among, a Florida banking corporation
("Tenant"),, a Florida banking corporation
("Assignee"), and, a ("Landlord"), for good and valuable consideration, the receipt and adequacy of which is hereby
acknowledged. Such parties agree as follows:
ackilowieugeu. Such parues agree as follows.
1. Tenant does hereby grant, convey, assign, transfer and set over to Assignee and its successors and assigns all present and future rights, title and interest of Tenant under and by virtue of that certain lease agreement dated
2. This Assignment is made as partial collateral for a loan of even date herewith
from Assignee to Tenant (the "Loan") for the purpose of, among other things, granting
Assignee a security interest in Tenant's leasehold interest in the Leased Premises.
3. Tenant represents and warrants as follows:
(a) Tenant's interest in the Lease has not been previously assigned.
(b) The Lease is valid and in full force and effect in accordance with its terms.
(c) Neither Landlord nor Tenant is in default under any of the terms, conditions or covenants of the Lease.
(d) The Lease contains no prohibitions or restrictions against the assignment of Tenant's interest as collateral or the mortgaging of Tenant's leasehold estate in the Leased Premises.
4. Tenant agrees:
(a) To continue to observe and perform all obligations imposed on Tenant under the Lease and to indemnify Assignee from the consequences of any failure to do so.
(b) Tenant shall always remain fully liable to Landlord for the performance of all the provisions and covenants of the Lease.
(c) Tenant shall not execute any other assignment of Tenant's interest in the

(d) Tenant shall not alter, extend or modify the terms of the Lease or exercise any renewal or option required or permitted by the terms of the Lease without the prior

Lease or the Leased Premises.

written consent of Assignee.

- 5. Although it is the intention of the parties that this instrument shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that (i) Assignee shall not exercise any of the rights, powers or options herein inferred upon it until a default shall occur under the terms and provisions of this Assignment, the note, mortgage, security agreement or any other document executed in connection with the Loan (collectively, the "Loan Documents") or the Lease, and (ii) Assignee shall no obligations under the Lease in any event..
- 6. Upon default under the terms of any Loan Document, upon abandonment of the Leased Premises by Tenant, or in any action for foreclosure of its lien on leased real property or any other collateral by Tenant, Assignee shall be entitled to have a receiver appointed by the court to enter upon, take possession of, manage and protect the Leased Premises and other collateral, or Assignee itself shall be entitled to take possession of and manage the Leased Premises. In either event, Tenant shall remain fully liable to Landlord and to Assignee, and any rents, costs or expenses, including attorneys' fees and costs, advanced by Assignee for the protection of its interests shall be added to and become part of the indebtedness owed by Tenant to Assignee and shall be secured by the Loan Documents.
- 7. The exercise or non-exercise by Assignee of its rights under this Assignment shall not be considered a waiver of any default by Tenant under any Loan Document or the Lease, and this Assignment is executed without prejudice to any rights or remedies possessed by Assignee under the terms of any other instruments referred to herein.
- 8. This Assignment and all of its provisions shall terminate upon the satisfaction of this Assignment or termination of the Lease, otherwise the provisions hereof shall remain in full force and effect.
- 9. All of the covenants and agreements herein contained shall bind and the benefits and advantages shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, grantees, successors, and assigns.
- 10. Landlord consents to the assignment of the Lease by Tenant to Assignee, to the terms and provisions of this Assignment and to the discretionary rights of Assignee, by itself or through its agents, to take possession of the Leased Premises upon the terms and conditions of the Lease. Landlord represents and warrants that Tenant's interest in the Lease is now unencumbered, the Lease is valid and in full force and effect in accordance with its terms; that neither Tenant nor Tenant is in default under the terms, conditions, or covenants of the Lease; and that there is no prohibition against the assignment of Tenant's leasehold interest as collateral or the mortgage of Tenant's leasehold interest the Lease. Landlord further waives and subordinates any and all rights it may have to a landlord's lien in the personal property of Tenant located on the Leased Premises. Landlord will provide written notice to Lender of any default by Tenant under the terms of the Lease and will permit Lender to cure such default pursuant to the terms of the Lease; provided that nothing shall obligate Lender to cure such default of Tenant. Landlord will not consent to a termination of the Lease by Tenant without the consent of the Assignee.

IN WITNESS WHEREOF, the par day of, 20	ties hereto have hereunto set their hands and seals this 022.
(SIGNATURE PAGE-	ASSIGNMENT OF LEASE WITH CONSENT)
TENA	NT:
	a,
	By: Print Name:
STATE OF	-
, 2022, by _	UMENT was acknowledged before me this day of, as of
who is \mathbf{X} physically present or	on behalf of said entity, available through online notarization. He either is personally known to me, or has presented identification.
(SEAL)	Print Name: Notary Public, State of

(SIGNATURES CONTINUE ON FOLLOWING PAGE)

(SIGNATURES CONTINUED—ASSIGNMENT OF LEASE WITH CONSENT)

ASSI	GNEE:
	a Florida banking corporation
	By:
	Print Name: Its:
STATE OF	
COUNTY OF	
	CUMENT was acknowledged before me this day of as of
	_, a Florida banking corporation, on behalf of the Bank,
	available through online notarization. He/she either is personally known to me, or has presented identification.
	Print Name:
(SEAL)	Notary Public, State of

(SIGNATURES CONTINUE ON FOLLOWING PAGE)

(SIGNATURES CONTINUED—ASSIGNMENT OF LEASE WITH CONSENT)

LANDLORD	:
	· · · · · · · · · · · · · · · · · · ·
	By: Print Name: Its:
STATE OF	
, 2022, by	T was acknowledged before me this day of as of
is X physically present or available	, on behalf of said entities, who ethrough online notarization. He/She who either ersonally known to me, or has presented fication.
(SEAL)	Print Name: Notary Public, State of

AGENDA ITEM NO. 7.1

SARASOTA MANATEE AIRPORT AUTHORITY JANUARY 30, 2023 MEETING STAFF NARRATIVE

RE APPROVAL: INCREASE CONTRACT SCOPE FOR CONSTRUCTION OF PARKING LOT EXPANSION PROJECT WITH MAGNUM BUILDERS OF SARASOTA, INC.

EXECUTIVE SUMMARY: Staff requests authorization from the Board to approve an increase in contract scope for the Parking Lot Expansion Phase 2 Project with Magnum Builders of Sarasota, Inc. The additional scope is for improvements to the Shade Parking Lot to enable the utility work needed for the Ground Board Facility.

NARRATIVE: At the January 2021 Board meeting, the Authority awarded the low responsive bidder, Magnum Builders of Sarasota, Inc. (Magnum), a contract to expand the Long-Term Parking Lot and pave the Shade Overflow parking area. The project also included replacement of the shuttle kiosks, added additional lighting, extended fiber optics conduit and cable to new security camera locations, removed the return loop road, and provided security fencing with landscaping to the southern boundary of the Long-Term Lot.

In this change order request, staff is requesting an increase in scope to Magnum's contract to allow for additional improvements to the Remote Lot required by the City of Sarasota, and the relocation of the Shade Parking Lot entrance. The improvements to the Remote Lot will add additional landscaping, lighting, and will also include modifications to the storm management system. The work included in the relocation of the entrance of the Shade Lot will construct two new access lanes into the Shade Lot, lighting, communications, new revenue equipment, signage, and landscaping. The relocation of the Shade Lot entrance will maintain access to the lot's parking stalls when construction begins for the Ground Board Facility. Consultant AID has evaluated these change order costs and found them to be in conformance with current construction costs.

Staff is requesting an increase to Magnum's contract of \$393,977.04 and an additional 90-calendar days to complete these improvements.

RECOMMENDATION: It is hereby recommended that the Sarasota Manatee Airport Authority approve the increase in contract scope and fee of \$393,977.04 with Magnum Builders of Sarasota, Inc. to relocate the entrance to Shade Parking Lot. Staff also requests authorization to prepare all documents necessary to implement this action.

ATTACHMENTS: Contract Change Order

SARASOTA BRADENTON INTERNATIONAL AIRPORT SARASOTA MANATEE AIRPORT AUTHORITY

6000 AIRPORT CIRCLE SARASOTA, FLORIDA 34243



			T			
Project Title:	Parking Lot Expansion Phase 2 Projec		Date	e Prepared:	Janua	y 23, 2023
Project Description:	Expansion of various airport parking ar	eas.		AIP No.		N/A
				in. Proj. No.		N/A
Contractor:	Magnum Builders of Sarasota, Inc.		G.	L. Acct. No.	1751	5-00-000
Address:	4545 Northgate Court					
	Sarasota, FL 34243		Chan	ge Order#		14
ORIGINAL CON	ITRACT AMOUNT:			\$		2,027,774.09
COST OF PRE	VIOUS CHANGE ORDERS:			\$		6,035,550.85
	CHANGE ORDER			\$		393,977.04
REVISED CON	TRACT AMOUNT:			\$		8,457,301.98
	DESCRIPTION OF CHANGE			QUANTITY	UNIT PRICE	TOTAL AMOUNT
Per attached deta Relocate	il: e Shade Lot Entrance			1	LS	\$234,396.41
	lan Repricing for Remote Lot			1	LS	\$159,580.63
		ange Ord	ler Total:			\$393,977.04
Peason for Cha	nge Order: Owner requested changes.					
	onditions set forth below, an equitable adjus	tmont i	o Astablia	had as fallou		
The contract pri	· , , , ,	7			ete work is	
·····	changed.	1110	Not Cha		210 WOIN 13	
	eased	Х		ed 90-days		
The foregoing is A. The af B. The rig	in accordance with your contract dated crementioned change and work affected the other of the Owner are not prejudiced; and ms against the Owner which are incidental	April ereby a	10,2020 e subjec	and t to all contra	•	and covenants.
	SIGNATURE			TITLE		DATE
Owner Represent	ative:			Chairma	n, SMAA	
Contractor			Magnu	ım Builders of	Sarasota	
Design Consultan	t				AID, Inc.	
FAA: (if applicabl	e) N/A					

DISTRIBUTION: Copy for Each Signatory Party, SMAA Finance, SMAA Project File



201 Fletcher Ave., Suite 120 Sarasota, FL 34237 941.351.5560 Info@magnumbuilders.com magnumbuilders.com

SRQ Shade Lot Entrance Reconfiguration

January 6, 2023

Qualifications, Clarifications, Assumptions, & Exclusions

CONTRACT PROVISIONS

- This Estimate and Review has been prepared based on plans prepared by American Infrastructure Development, Inc. dated 11/4/2022 and answered RFI's.
- These Qualifications, Clarifications, Assumptions and Exclusions supplement the Cost Estimate
 and Documents and are intended to inform the Owner of the Construction Manager's (CM)
 interpretation of the scope items which are included or excluded, and which may not be clearly
 defined by specification, plan, elevation, detail, section, or schedule.

SCOPE OF ESTIMATE INCLUSIONS/EXCLUSIONS

- The CM's general conditions and requirements for the construction duration and associated closeout has been included.
- Estimate excludes the following scopes of work:
 - 1. Permits and/or permit application fees and any associated impact fees.
 - 2. Tree Protection.
 - 3. Any work associated with the Bomb Blast Headache Bar.
 - 4. Irrigation modifications (cut, cap, and re-route as needed not included).
 - 5. Landscape work and any tree mitigation.
 - 6. Relocation of existing pay station equipment and gate arms (this work is presumed to be done by 5RQ's parking vendor).
 - 7. Detector loops.
 - 8. Any costs or appurtenances related to any temporary parking attendants and/or equipment during transition period from the old entrance to the new entrance.
 - 9. Any fees for the SRQ Toll Equipment Contractor/vendor.
 - 10. GPR Services to locate any utilities in conflict with the work.

SITEWORK

Fence included to match existing as per RFI#3 response.

Shade	l of	Entrance	R۵	Incation
Jilaut	LUL	FILLIANCE	110	IUCAUUII

	Enabling Project - Estimated Probable Costs - Magnum Builders 1-6-2023				BID UNIT PRICE
No،	Description	Estimated QTY	Unit	Unit Price	Total Cost
<u>1</u>	Mobilization	1.0	LS	\$65,383.21	\$65,383.21
2	Maintenance of Traffic and Permitting	1.0	LS	\$1,842.50	\$1,842.50
3	Temporary Polutant Discharge and Eroslon Control Protection	1.0	LS	\$936.10	\$936.10
4	Demolish Chain Link Fence	51.0	LF	\$22,06	\$1,124.81
5	Oak Tree (13'-17") Demolish	1	EA	\$1,969.00	\$1,969.00
6	Oak Tree (18"-22") Demolish	2	EA	\$2,310.00	\$4,620.00
7	Asphalt Milling	616.7	SY	\$23.66	\$14,590.95
8	Regular Excavation	108.0	CY	\$103.55	\$11,183.83
9	12" Type B Stabilization L8R 40	208.9	SY	\$28.46	\$5,944.95
10	6" Limerock Base Material LBR 100	185.0	SY	\$44.81	\$8,292.23
11	10" Limerock Base Material LBR 100	23.9	SY	\$73.11	\$1,745.28
12	Superpave Asphaltic Concrete (Type SP-9.5 Traffic Level C)	30.5	TON	\$842.74	\$25,729.83
13	Superpave Asphaltic Concrete (Type SP-12.5 Traffic Level C)	4.6	TON	\$2,071.30	\$9,518.90
14	Emulsified Asphalt Prime Coat	188.0	GAL	\$1.65	\$310.23
15	Emulsified Asphalt Tack Coat	188.0	GAL	\$6.71	\$1,261.61
16	Concrete Curb, Type D	88.0	L.F	\$44.80	\$3,942.66
17	Concrete Curb, Type F	191.0	LF	\$48.52	\$9,267.51
18	Concrete Sidewalk and Driveways, 4"	83.0	SY	\$25.54	\$2,119.99
19	Traffic Separator	89.0	SF	\$54.73	\$4,870.53
20	Chanlink Fence - 7-ft with 1-ft Double 'V' Barbed Wire (8-ft total)	22.0	LF	\$93.80	\$2,063.53
21	Performance Turf, Argentine Bahia	179.9	SY	\$8.80	\$1,583,31
22	Sign-Single Post Sign, F&I Ground Mount up to 12 SF	4	ĒΑ	\$517.00	\$2,068.00
23	Bomb Blast Headache Bar, Complete Incl. Footing and Wind Calcs	Vitalia o	ĒΑ	\$0.00	\$0.00
24	Painted Pavement Markings, Standard, White, Solid for Stop Line, 24"	92.0	LF	\$30.65	\$2,819.43
25	TICKET STATION/BARRIER GATE PAD	4.0	EA	\$1,980.00	\$7,920.00
26	PURCHASE AND INSTALL - DETECTOR LOOPS, RECEPTACLES, JBOXES	1.0	LS	\$9,460.00	\$9,460.00
	AT EXIT/ENTRY LANES; PREP FOR PAY STATION CONTRACTOR	,,,,		40,100.00	73,100.00
27	PULLBOX - 12"X24"X18" 10000LB	2,0	EΑ	\$1,760.00	\$3,520.00
28	JUNCTION BOX 8"X8"X4" -COMM	1.0	EA	\$880.00	\$880.00
29	PURCHASE AND INSTALL - CONDUIT-PVC SCH40 4.0"	100.0	LF	\$26.40	\$2,640.00
30	PURCHASE AND INSTALL - CONDUIT-PVC SCH40 4.0 PURCHASE AND INSTALL - CONDUIT-PVC SCH40 1"	60.0	LF	\$12.65	\$759.00
31	PURCHASE AND INSTALL - CONDUCTORS POWER 3#8 AWG	460.0	LF	\$5.94	\$2,732.40
32	PURCHASE AND INSTALL - CONDUCTORS FOWER 3#0 AWG PURCHASE AND INSTALL - SINGLE MODE FIBERS & MISC. (2 STRANDS)	15.0	LF	\$16.45	\$2,732.40
33	PURCHASE AND INSTALL - SINGLE MODE FIBERS & MISC. (24 STRANDS)	400.0	LF	\$16.45	\$6,578.00
0.4	PURGULAGE AND INGTALL CATEGORY OF ETHERMET OF PLEA	45.0	1.0	\$12.65	\$189.75
34	PURCHASE AND INSTALL - CATEGORY 6A ETHERNET CABLES	15.0	LF		
35	RE-TERMINATION/SPLICING OF CONDUCTORS AND FIBERS	1.0	LS	\$3,124.00	\$3,124.00
36	PURCHASE AND INSTALL - CONDUCTORS -COMMUNICATIONS 4 PAIR #16	20.0	LF	\$182.16	\$3,643.20
37	PURCHASE AND INSTALL - MAXCELL INNERDUCT 2" 3CELL	50.0	LF	\$9.90	\$495.00
38	TRENCHING FOR ELECTRICAL CONDUITS	50.0	LF	\$22.00	
39	DEMOLITION - ELECTRICAL -EXISTING ENTRY LANES	1.0	LS	\$7,920.00	\$7,920.00
40	Irrigation Modifications (Cut, Cap, and Re-route as needed)	0.0	LS	\$0.00	\$0.00
41	Tree Miligation	0.0	LS	\$0.00	\$0.00
		ROJECT BID		70700	\$234,396.41

SRQ Parking Lot Expansion Remote Parking Lot (Bradenton Ave and University Parkway) Permit Plan Repricing 12-9-2022





No.	Description	Estimated Quantity	Unit	Unit Price	Total Cost
1	Mobilization	1.0	LS	\$507,383.55	\$507,383.55
2	Maintenance of Traffic and Permitting (NPDES Permit & Plans change fees for	1.0	LS	\$8,987.01	\$8,987.01
	shop drawings Only - all other permits by SRQ)				
3	Temporary Polutant Discharge and Erosion Control Protection	1.0	LS	\$13,446.00	\$13,446.00
4	Clearing and Grubbing	8.4		\$12,798,00	
5	Demolish Chain Link Fence	1,356.0		\$7.02	
6	Oak Tree (8"-12") Demolish	6		\$891.00	
7	Oak Tree (13"-17") Demolish	3		\$1,350.00	
8	Oak Tree (18"-22") Demolish	7	EA	\$1,782.00	
9	Oak Tree (<22") Demolish	12	EA	\$2,127.60	
9	Palm Tree (8"-12") Demolish	116		\$405.00	
10	Palm Tree (13"-17") Demolish	5		\$561.60	
11	Regular Excavation	28,654.0	CY	\$8.10	
12	12" Type B Stabilization LBR 40	16,100.0		\$5.24	
13	6" Crushed Concrete Base Material LBR 100	16,100.0		\$13.23	
14	Superpave Asphaltic Concrete (Type SP-9.5 Traffic Level C)	1,296.0		\$126.90	
15	Superpave Asphaltic Concrete (Type SP-12.5 Traffic Level C)	711.0		\$130.68	
16	Emulsified Asphalt Prime Coat	1,535.0		\$10.48	
17	Emulsified Asphalt Finite Coat Emulsified Asphalt Tack Coat	420.0		\$11.12	
18	Concrete Curb, Type F	6,400.0	LF	\$31.59	
19	ADA Curb Ramp	300		\$31.59	
20		220.0	SY	\$67.55	
21	Concrete Sidewalk and Driveways, 4"	650.0	SF	\$21.71	
22	Traffic Separator	0.0		\$0.00	
22	Concrete Sidewalk at Shuttle Dropoff, 4"	785.0	LF	\$54.54	
	Chanlink Fence - 6-ft with 1-ft Double 'V' Barbed Wire (8-ft total)		LS	\$7,992.00	\$7,992.00
23	Rolling Canteleaver Electric Gate (Controls and Motor supplied by owner)	1.0	SY	\$7,992.00 \$15.12	
24	Topsoil (Obtained on Site) & Grading	7,068.0	SY	\$3.40	
25	Performance Turf, Argentine Bahia	7,717.0		\$16,129.53	
26	Seeding	2.82			
27	Sign-Single Post Sign, F&I Ground Mount up to 12 SF	8	EA	\$518.40	
28	Reflective Tubular markers	9		\$194.40	
29	Truncaated Dome ADA Mats	17	EA LF	\$438.48 \$5.24	
30	Painted Pavement Markings, Standard, White, Solid for Stop Line, 24"	175.0			
31	Painted Pavement Markings, Standard, White, Solid, 6"	5,650.0		\$0.81	
32	Painted Pavement Markings, Standard, Blue, Solld, 6"	220.0	——	\$0.92	
33	Painted Pavement Markings, Standard, White, Arrows	49		\$124,20	
34	Painted Pavement ADA Markings, Standard, White,	11	EA	\$145.80	
35	Painted Pavement Markings, Chevron	1	LS	\$286.20	
35	Painted Pavement Markings, Crosswalks	3		\$351.00	
36	Painted Pavement Marking, Standard White, Messege (STOP)	13		\$145.80	
37	Bus Shelters, concrete foundation design and engineering, installed (6" thick	4.0	EA	\$31,555.62	\$126,222.46
	SOG w/ W.W.M. only per Brasco Engineering- not per plan details)			040.040.00	007.000.0
38	Dual Pedestal Canopy with Attached Bench, Thermoplastic Coated with Powder	- 8.0	EA	\$10,910.85	\$87,286.84
	Coated Frame, Perforated Pattern, In-ground Mount, Color TBD. Basis of				
	Design: Belson Outdoors Model #321-P6. Installed, Complete with Footing.				,
39	ELIPTICAL CONCRETE PIPE - 11" X 18"	436.0		\$90,00	
40	18-inch Reinforced Concrete Pipe (Class V)	784.0		\$79.92	
41	24-Inch Reinforced Concrete Pipe (Class V)	258.0	1	\$148.81	
42	30-inch Reinforced Concrete Pipe (Class V)	9.0		\$1,790.90	
43	11" x 18" Mitered End Section - ELIPTICAL CONCRETE PIPE	1	EA	\$576.38	\$576.38
44	18" Mitered End Section	3	EA	\$3,240.00	\$9,720.00

SRQ Parking Lot Expansion Remote Parking Lot (Bradenton Ave and University Parkway) Permit Plan Repricing 12-9-2022



MAGNUM BUILDERS



		\$100 E	100		DEVELOPMENT, INC.
45	24" Mitered End Section	1	EA	\$3,456.00	\$3,456.00
46	30" Mitered End Section	1	EA	\$4,860.00	\$4,860.00
47	CURB INLET TYPE 8 MODIFIED	4	EA	\$21,760.38	\$87,041.52
48	CURB INLET TYPE 2	8	EA	\$18,360.00	\$146,880.00
49	Bollards - 6" diam X 6'-0"	18	ea	\$918.00	\$16,524.00
50	Relocate (on SRQ property) existing parking bumpers	300	ea	\$64.80	\$19,440.00
51	Relocate excess RCP/Structures to location on SRQ Airport		ls	\$5,000.00	\$5,000.00
C-Sum	Civil Subtotal	111			\$2,715,011.64
E-1	PURCHASE AND INSTALL - 30' POLE/ DOUBLE LED LIGHT FIXTURE	7.0	EA	\$15,120.00	\$105,840.00
E-2	PURCHASE AND INSTALL - 30' POLE/ SINGLE LED LIGHT FIXTURE	9.0	EA	\$14,580.00	\$131,220.00
E-3	PURCHASE AND INSTALL - CCTV CAMERA INSTALL ONLY	7.0	EA	\$356.40	\$2,494.80
E-4	PURCHASE AND INSTALL CCTV CAMERA POLE	2.0	EA	\$4,860.00	\$9,720.00
E-5	PURCHASE AND INSTALL EMERGENCY TELEPHONE STATION	6.0	EA	\$5,581.93	\$33,491.56
E-6	PURCHASE AND INSTALL - EMERGENCY INTERCOM STATION	6.0	EA	\$3,357.01	\$20,142.04
E-7	COORDINATE AND PAY FP&L FOR NEW TRANSFORMER, MATERIALS, AND CONNECTION REQUIRED BY FP&L. Allowance	1.0	LS	\$21,600.00	\$21,600.00
E-8	PURCHASE AND INSTALL - ELECTRICAL RACK & EQUIPMENT - CONSISTS OF EQUIPMENT RACK, ELECTRICAL PANEL, AND DISCONNECT SWITCH	1.0	LS	\$17,820.00	\$17,820.00
E-9	PURCHASE AND INSTALL - CCTV RACK & EQUIPMENT - CONSISTS OF EQUIPMENT RACK AND CCTV CABINET WITH EQUIPMENT	1.0	LS	\$25,650.00	\$25,650.00
E-10	PURCHASE AND INSTALL - DETECTOR LOOPS, RECEPTACLES, JBOXES AT EXIT/ENTRY LANES; PREP FOR PAY STATION CONTRACTOR	1.0	LS	\$10,260.00	\$10,260.00
E-11	PULLBOX - 12"X24"X18" 10000LB	6.0	EA	\$2,160.00	\$12,960.00
E-12	PULLBOX - 24"X36"X24" 10000LB	4.0		\$3,240.00	\$12,960.00
E-13	PURCHASE AND INSTALL - CONDUIT-PVC SCH40 4.0"				•
E-14	PURCHASE AND INSTALL - CONDUIT-PVC SCH40 2.0"	2,780.0	LF	\$12.16	\$33,804.80
E-15	PURCHASE AND INSTALL - CONDUIT-PVC SCH40 1.5"	720.0	LF	\$10.34	\$7,444.80
E-16	PURCHASE AND INSTALL - CONDUIT-PVC SCH40 1.25"		LF		
E-17	PURCHASE AND INSTALL - CONDUIT-PVC SCH40 1"	5,685.0	LF	\$8.64	\$49,118.40
E-18	PURCHASE AND INSTALL - CONDUIT-PVC SCH40 3/4"				
E-19	PURCHASE AND INSTALL - CONDUCTORS POWER 3#1/0 AWG	675.0	LF	\$19.44	\$13,122.00
E-20	PURCHASE AND INSTALL - CONDUCTORS POWER 3#8 AWG	2,500.0	LF	\$9.28	\$23,200.00
E-21	PURCHASE AND INSTALL - CONDUCTORS POWER 3#10 AWG	1,250.0	LF	\$4.86	\$6,075.00
E-22	PURCHASE AND INSTALL - CONDUCTORS POWER 4#10 AWG	625.0		\$6.48	\$4,050.00
E-23	PURCHASE AND INSTALL - SINGLE MODE FIBERS & MISC. (2 STRANDS)	350.0		\$7.55	\$2,642.50
E-24	PURCHASE AND INSTALL - SINGLE MODE FIBERS & MISC. (6 STRANDS)	650.0	LF	\$8.17	\$5,310.50
E-25	PURCHASE AND INSTALL - SINGLE MODE FIBERS & MISC. (24 STRANDS)	1,650.0	LF	\$11.95	\$19,717.50
E-26	PURCHASE AND INSTALL - SINGLE MODE FIBERS & MISC. (48 STRANDS)	3,000.0	LF	\$11.42	\$34,260.00
E-27	PURCHASE AND INSTALL - CATEGORY 6A ETHERNET CABLES	3,300.0	LF	\$3.24	\$10,692.00
E-28	PURCHASE AND INSTALL - CATEGORY 6A ETHERNET CABLES (GAME CHANGER TYPE)	1,260.0		\$6.52	\$8,215.20
E-29	PURCHASE AND INSTALL - CONDUCTORS -COMMUNICATIONS 12 PAIR #22	50.0	LF	\$9.44	\$472.00
E-30	PURCHASE AND INSTALL - MAXCELL INNERDUCT 2" 3CELL	2,880.0	LF	\$6.30	\$18,144.00
E-31	BORING FOR ELECTRICAL CONDUITS	100.0	LF	\$16.36	\$1,636.00
E-32	TRENCHING FOR ELECTRICAL CONDUITS	6,975.0		\$9.67	\$67,448.25
E-Sum	Electrical Subtotal	, , , , , , , , , , , , , , , , , , , ,			709,511.35

SRQ Parking Lot Expansion Remote Parking Lot (Bradenton Ave and University Parkway) Permit Plan Repricing 12-9-2022





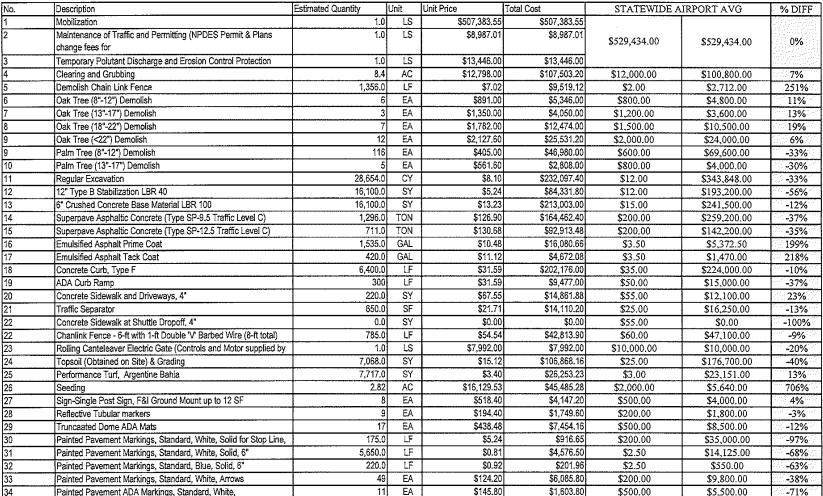
L-1	Irrigation		1.0	LS	\$42,271.20	\$42,271.20
L-2	Visual Landscaping Barriers		1.0	LS	\$319,077.91	\$319,077.91
L-Sum	Landscape Subtotal					\$361,349.11
TOTAL BASE BID ESTIMATED CONSTRUCTION COST:					\$3,785,872.10	

Delta to CO (ADD)

\$159,580.63

SRQ Parking Lot Expansion Remote Parking Lot (Bradenton Ave and University Parkway) Permit Plan Repricing 12-9-2022





SRQ Parking Lot Expansion Remote Parking Lot (Bradenton Ave and University Parkway) Permit Plan Repricing 12-9-2022



,		,	· · · · · · · · · · · · · · · · · · ·	·				
No.	· · · · · · · · · · · · · · · · · · ·	Estimated Quantity	Unit	Unit Price	Total Cost	STATEWIDE .	AIRPORT AVG	% DIFF
35	Painted Pavement Markings, Chevron	1	LS	\$286,20	Ţ	\$500.00	\$500.00	-43%
35	Painted Pavement Markings, Crosswalks	3	EA	\$351.00	4 - 1	\$1,200.00	\$3,600.00	-71%
36	Painted Pavement Marking, Standard White, Messege (STOP)	13		\$145.80	\$1,895.40	\$250.00	\$3,250.00	-42%
37	Bus Shelters, concrete foundation design and engineering, installed (6" thick	4.0	EA	\$31,555.62	\$126,222.46	\$30,000.00	\$120,000.00	5%
38	Dual Pedestal Canopy with Attached Bench, Thermoplastic Coated with Powder- Coated Frame, Perforated Pattern, In-ground Mount, Color TBD. Basis of			\$10,910.85		\$10,000.00	\$80,000.00	9%
39	ELIPTICAL CONCRETE PIPE - 11" X 18"	436.0		\$90.00	\$39,238.43	\$120.00	\$52,320.00	-25%
40	18-inch Reinforced Concrete Pipe (Class V)	784.0	LF	\$79.92	\$62,657.28	\$100.00	\$78,400.00	-20%
41	24-inch Reinforced Concrete Pipe (Class V)	258.0	ᄕ	\$148.81	\$38,393.81	\$315.00	\$81,270.00	-53%
42	30-inch Reinforced Concrete Pipe (Class V)	9.0	LF	\$1,790.90	\$16,118.09	\$800.00	\$7,200.00	124%
43	11" x 18" Mitered End Section - ELIPTICAL CONCRETE PIPE	1	EA	\$576,38	\$576.38	\$2,000.00	\$2,000.00	-71%
44	18" Mitered End Section	3	ĒA	\$3,240.00	\$9,720.00	\$2,000.00	\$6,000.00	62%
45	24" Mitered End Section	1	EA	\$3,456.00	\$3,456.00	\$2,000.00	\$2,000.00	73%
46	30" Mitered End Section	1	EA	\$4,860.00	\$4,860.00	\$4,000.00	\$4,000.00	22%
47	CURB INLET TYPE 8 MODIFIED	4	ĒΑ	\$21,760.38	\$87,041.52	\$11,663.00	\$46,652.00	87%
48	CURB INLET TYPE 2	8	EA	\$18,360.00	\$146,880.00	\$13,995.60	\$111,964.80	31%
49	Bollards - 6" diam X 6'-0"	18	ea	\$918.00	\$16,524.00	\$1,000.00	\$18,000.00	-8%
50	Relocate (on SRQ property) existing parking bumpers	300	ea	\$64.80	\$19,440.00	\$65.00	\$19,500.00	0%
51	Relocate excess RCP/Structures to location on SRQ Airport	1	is	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	0%
C-Sum	Civil Subtotal				\$2,715,011.64		\$3,187,109.30	-15%
E-1	PURCHASE AND INSTALL - 30' POLE/ DOUBLE LED LIGHT	7.0		\$15,120.00		\$12,000.00	\$84,000.00	26%
E-2	PURCHASE AND INSTALL - 30' POLE/ SINGLE LED LIGHT	9,0		\$14,580.00		\$10,000.00	\$90,000.00	46%
E-3	PURCHASE AND INSTALL - CCTV CAMERA INSTALL ONLY	7.0		\$356.40		\$500.00	\$3,500.00	-29%
E-4	PURCHASE AND INSTALL CCTV CAMERA POLE	2.0		\$4,860.00		\$5,000.00	\$10,000.00	-3%
E-5	PURCHASE AND INSTALL EMERGENCY TELEPHONE STATION			\$5,581.93		\$5,500.00	\$33,000.00	1%
E-6	PURCHASE AND INSTALL - EMERGENCY INTERCOM STATION			\$3,357.01	· · · · · ·	\$3,500.00	\$21,000.00	-4%
E-7	COORDINATE AND PAY FP&L FOR NEW TRANSFORMER, MATERIALS,	1.0	LS	\$21,600.00	\$21,600.00	\$20,000.00	\$20,000.00	8%
E-8	PURCHASE AND INSTALL - ELECTRICAL RACK & EQUIPMENT - CONSISTS OF EQUIPMENT RACK, ELECTRICAL PANEL, AND DISCONNECT SWITCH	1.0		\$17,820.00		\$20,000.00	\$20,000.00	-11%
E-9	PURCHASE AND INSTALL - CCTV RACK & EQUIPMENT - CONSISTS OF	1.0	L\$	\$25,650.00	\$25,650.00	\$25,000.00	\$25,000.00	3%

SRQ Parking Lot Expansion

Permit Plan Repricing 12-9-2022

Remote Parking Lot (Bradenton Ave and University Parkway)



						984 WHEN EN		
No.	Description	Estimated Quantity	Unit	Unit Price	Total Cost	STATEWIDE A	AIRPORT AVG	% DIFF
E-10	PURCHASE AND INSTALL - DETECTOR LOOPS,	1.0	LS	\$10,260.00	\$10,260.00	\$10,000.00	\$10,000.00	3%
	RECEPTACLÉS, JBOXÉS							\$2000E
E-11	PULLBOX - 12"X24"X18" 10000LB	6.0	EA	\$2,160.00	\$12,960.00	\$2,500.00	\$15,000.00	-14%
E-12	PULLBOX - 24"X36"X24" 10000LB	4.0	EA	\$3,240.00	\$12,960.00	\$3,500.00	\$14,000.00	-7%
E-13	PURCHASE AND INSTALL - CONDUIT-PVC SCH40 4.0"						\$0.00	41000
E-14	PURCHASE AND INSTALL - CONDUIT-PVC SCH40 2.0"	2,780.0	LF	\$12.16	\$33,804.80	\$7.98	\$22,184.40	52%
E-15	PURCHASE AND INSTALL - CONDUIT-PVC SCH40 1.5"	720.0	1	\$10.34	\$7,444.80	\$6.65	\$4,788.00	55%
E-16	PURCHASE AND INSTALL - CONDUIT-PVC SCH40 1.25"		LF				\$0.00	
E-17	PURCHASE AND INSTALL - CONDUIT-PVC SCH40 1*	5,685.0	LF	\$8.64	\$49,118.40	\$5.32	\$30,244.20	62%
E-18	PURCHASE AND INSTALL - CONDUIT-PVC SCH40 3/4"						\$0.00	Jan Bergard
E-19	PURCHASE AND INSTALL - CONDUCTORS POWER 3#1/0 AWG	675.0	LF	\$19.44	\$13,122.00	\$1.00	\$675.00	1844%
E-20	PURCHASE AND INSTALL - CONDUCTORS POWER 3#8 AWG	2,500.0) LF	\$9.28	\$23,200.00	\$2.00	\$5,000.00	364%
E-21	PURCHASE AND INSTALL - CONDUCTORS POWER 3#10 AWG	1,250.0	LF	\$4.86	\$6,075.00	\$1.00	\$1,250.00	386%
E-22	PURCHASE AND INSTALL - CONDUCTORS POWER 4#10 AWG	625.0	LF.	\$6.48		\$1.25	\$781.25	418%
E-23	PURCHASE AND INSTALL - SINGLE MODE FIBERS & MISC. (2	350.0	LF	\$7.55	\$2,642.50	\$8.00	\$2,800,00	-6%
E-24	PURCHASE AND INSTALL - SINGLE MODE FIBERS & MISC. (6	650.0	LF	\$8.17	\$5,310.50	\$8.00	\$5,200.00	2%
E-25	PURCHASE AND INSTALL - SINGLE MODE FIBERS & MISC. (24 STRANDS)	1,650.0	LF	\$11.95	\$19,717.50	\$12.00	\$19,800.00	0%
E-26	PURCHASE AND INSTALL - SINGLE MODE FIBERS & MISC. (48 STRANDS)	3,000.0	LF	\$11.42	\$34,260.00	\$12.00	\$36,000.00	-5%
E-27	PURCHASE AND INSTALL - CATEGORY 6A ETHERNET CABLES	3,300.0	L.F	\$3.24	\$10,692.00	\$4.00	\$13,200.00	-19%
E-28	PURCHASE AND INSTALL - CATEGORY 6A ETHERNET CABLES (GAME	1,260.0	LF	\$6.52	\$8,215.20	\$8.00	\$10,080.00	-19%
E-29	PURCHASE AND INSTALL - CONDUCTORS - COMMUNICATIONS 12 PAIR	50.0	LF	\$9.44	\$472.00	\$10.00	\$500.00	-6%
E-30	PURCHASE AND INSTALL - MAXCELL INNERDUCT 2" 3CELL	2,880.0	LF	\$6.30	\$18,144.00	\$7.00	\$20,160,00	-10%
E-31	BORING FOR ELECTRICAL CONDUITS	100.0	LF	\$16.36		\$18.00	\$1,800,00	-9%
E-32	TRENCHING FOR ELECTRICAL CONDUITS	6,975.0	LF	\$9.67		\$10.00	\$69,750.00	-3%
E-Sum	Electrical Subtotal				\$709,511.35	M	\$589,712.85	20%
L-1	Irrigation	1.0	LS	\$42,271.20	\$42,271.20	\$42,300.00	\$42,300.00	0%
L-2	Visual Landscaping Barriers	1.0	LS	\$319,077.91	\$319,077.91	\$320,000.00	\$320,000.00	0%
L-Sum	Landscape Subtotal				\$361,349.11		\$362,300.00	0%
		TOTAL BASE BID ES	TIMATE	D CONSTRUCTION	\$3,785,872.10		\$4,139,122,15	-9%

AGENDA ITEM NO. 7.2

SARASOTA MANATEE AIRPORT AUTHORITY JANUARY 30, 2023, MEETING STAFF NARRATIVE

REQUEST FOR APPROVAL: P-220001

ELEVATOR MODERNIZATION PROJECT

EXECUTIVE SUMMARY: Staff requests authorization from the Board to approve a contract award for our needed Elevator Modernization Equipment to improve customer service and dependability for our four (4) original 1989 Montgomery Terminal Elevators for the Sarasota Manatee Airport Authority ("Authority").

NARRARATIVE: The Purchasing Department is requesting Board Authorization to allow the President and Chief Executive Officer to execute the contract for the purchase of Elevator Modernization components and installation services needed to meet new state statute codes by December 2023 and to modernize the electronics and mechanicals for our four (4) original 1989 Montgomery Terminal Elevators to ensure improved customer service and dependability. Staff assembled a proposal package to secure the services of an experienced and qualified firm capable of providing the technical, administrative, and management skills to oversee the Elevator Modernization Project.

In accordance with Authority policy, a Request for Proposal (#P-220001) was publicly noticed through the Bradenton Herald and Sarasota Herald Tribune, The Proposal was distributed on September 19, 2022, through Onvia/DemandStar to notify 399 suppliers. There were 7 firms that requested and downloaded solicitation documents for this project. A Mandatory Pre-Bid walkthrough period was extended to October 20, 2023, due to Hurricane lan . There were four firms that attended the walkthroughs.

Selection Committee members Tim Ressler, Director, Facilities; Eric Morrow, Superintendent, Facilities; Michael Manns, Supervisor, Maintenance; and Tom Chambers, Consultant met on December 30, 2022, and again on January 18, 2023, to review and rank the four proposing firms and make a recommendation to the President and Chief Executive Officer on the number one ranked company best suited to oversee the Airport's Elevator Modernization Project.

The Capital Projects budget for this project was for \$400,000. All proposers were above this budgeted level. The Selection Committee ranked Schindler Elevator as the most responsive, responsible bidder, meeting all specification requirements.

RECOMMENDATION: It is hereby recommended that the Sarasota Manatee Airport Authority Board authorize the President and Chief Executive Officer to execute the contract award for Elevator Modernization Project in a not to exceed amount of \$540,991.00 to the number one ranked firm, Schindler Elevator, and request authorization for the President and Chief Executive Officer execute the contract and prepare any and all documents necessary to implement this action.

Attachment: Selection Committee Meeting and Tabulation

P-230001 ELEVATOR MODERNIZATION PROJECT

SELECTION COMMITTEE MEETING MINUTES

January 18, 2023

The following are an overview of the four proposing firms the Authority received.

FLORIDA ELEVATOR:

The committee thought the proposal was well written. All needed information was supplied. Committee was concerned from Florida Elevator's response that they may not be able to get needed work done before the needed date of 12/31/2023. In our research we were told that the modernization equipment proposed was not of very good quality and may be an issue going forward.

SCHINDLER ELEVATOR:

Committee thought that this was the best written proposal presented to us. Detail of proposal was through and well thought out. Our research states the proposed equipment is of very good quality and look like they will be able to meet the 12/31/2023 timetable needed for this project. Our Elevator consultant thought that their proposal was the best written and the best equipment offering.

THYSSENKUPP FLEVATOR:

The committee has major concerns with the proposal received from TK. Their proposed cost was way lower than the rest of the proposals received. They are over \$100,000 lower than the other three proposals received. Some questions on the methodology of the electronic recall system and coordinating with the current fire system were discussed. The Modernization Office for this project falls under our current TK office. We have had years of documented poor service and preventative maintenance program issues. Due to the continued poor performance of service to the Authority, and questionable low bid dollars, the Selection Committee cannot recommend a project of this size and complexity to Thyssenkupp Elevator.

URBAN ELEVATOR:

The committee has disqualified Urban Elevator for submitting an incomplete proposal not meeting a lot of the requested information needed to make an informed decision. Committee also concerned that they are a new Chicago company based out of South Florida and may have issues with needed labor for this job.

FINAL COMMITTEE RANKING:

- 1. SCHINDLER ELEVATOR \$540,991.00
- 2. FLORIDA ELEVATOR \$522,484.00
- 3. THYSSENKUPP ELEVATOR \$427,219.61
- 4. URBAN ELEVATOR (DISQUALIFIED) \$501,987

AGENDA ITEM NO. 7.3

SARASOTA MANATEE AIRPORT AUTHORITY JANUARY 30, 2023, MEETING STAFF NARRATIVE

REQUEST FOR APPROVAL: P-230002

PARKING ACCESS AND REVENUE CONTROL EQUIPMENT

EXECUTIVE SUMMARY: Staff requests authorization from the Board to approve a contract award for new Parking Access and Revenue Control Equipment to provide a better parking experience by improving the dependability of equipment and offering an array of payment features to speed up processing. Included in this purchase is License Plate Recognition (LPR) to improve security, speed of check-out, and ticket accuracy plus new real time directional signage to help passengers locate open lots during peak periods.

NARRARATIVE: The Purchasing Department is requesting Board Authorization to allow the President and Chief Executive Officer to execute the contract for Parking Access and Revenue Control Equipment. Staff assembled a proposal package to secure the services of an experienced and qualified firm capable of providing the technical, administrative, and installation skills needed for this Parking Equipment conversion.

In accordance with Authority policy, a Request for Proposal (#P-230002) was publicly noticed through the Bradenton Herald and Sarasota Herald Tribune, The Proposal was distributed on November 01, 2022, through Onvia/DemandStar. There were 7 firms that attended a Mandatory Pre-Bid Meeting November 07, 2022.

Committee members Joseph Filippelli, Sr. VP of Properties; Lionel Gilbert, Sr. VP, Operations; Ray Anderson VP, Properties; Tim Ressler, Director, Facilities; Diane Drakulich, Properties Coordinator; and Tom Strasshofer, SP Plus Parking, met on January 04, 2023, to review and rank the five (5) proposing firms. The committee invited the top three (3) ranked firms for interviews and to make a recommendation to the President and Chief Executive Officer on the number one ranked company best suited to oversee the airport's Parking Access and Revenue Control Equipment purchase and installation.

The Board in May 2022 approved the funding for this purchase as part of our Capital Projects Budget to spend up to \$1.1 million.

RECOMMENDATION: It is hereby recommended that the Sarasota Manatee Airport Authority Board authorize the President and Chief Executive Officer to execute the contract award for Parking Access and Revenue Control Equipment to the number one ranked firm, Skidata, Inc., for \$1,098,854.90,and request authorization for the President and Chief Executive Officer to execute the contract and prepare any and all documents necessary to implement this action.

Attachment: P-230002 Tabulation

Summary

Julian y					
	нив	Designa	5kidata	Amano	Pinnacle/TIBA
Lot	Total	Total	Total	Total	Totai
Long Term - Short Term - Exit Plaza	386,495.96	356,014.00	308,009.50	409,111.86	353,076.03
Shade Lot	143,493.59	87,775.40	118,232.40	148,357.97	147,865.90
Overflow Lot "D"	134,609.81	93,446.40	126,140.00	142,844.77	147,865.90
Park & Ride "A"	147,434.81	93,446.40	126,140.00	139,248.10	147,865.90
Park & Ride "B"	97,161.50	93,446.40	126,140.00	139,249.10	147,865.90
Management System	89,912.73	51,368.00	148,599.00	177,571.78	55,050.00
Equipment Total	999,108.40	775,496.60	953,260.90	1,156,383.58	999,589.63
Space Availability Signs	0	15,400.00	31,916.60	3,500.00	8,086.00
Daktronics Variable Message RGB Signs	158,498.83	129,500.00	22,525.00	85,841.41	59,444.00
Pay on Foot OPTION	31,221.35	30,476.00	45,636.97	51,604.13	31,000.00
Extended Warranty Year 2	77,605.72				
Saa5 Fee Years 1-7		205,967.00			
Bid Bond	1,250.00		1,500.00	o	41,111
Performance AND PAYMENT Bond	9,010.00	601.00	22,008.00	16,000.00	27,407
Payment Bond		1,202.00	22,008.00		54,815
EQUIPMENT TOTAL	1,276,694.30	1,158,642.60	1,098,855.47	1,313,329.12	1,221,453.35

AGENDA ITEM NO 8.1

Sarasota Manatee Airport Authority Balance Sheet Saturday, December 31, 2022

Assets	
Current Assets	
Cash & Investments	\$55,345,652
Accounts Receivable	1,450,668
Grants Receivable	1,086,470
Accrued Interest Receivable	41,176
Inventory	349,433
Prepaid Insurance	262,668
Prepaid Expense & Other Assets	1,679,127
Total Current Assets	60,215,194
Non-Current Assets	
Customer Facility Funds	14,454,459
Passenger Facility Funds	220,879
Airport Facilities & Equipment	364,309,930
Accumulated Depreciation	(208,300,469)
Intangible Assets, net	1,045,439
Construction in Progress	26,029,213
Total Non-Current Assets	197,759,451
Total Assets	<u>\$257,974,646</u>
Deferred Outflow of Resources - Pension	2,376,111
Liabilities and Net Position	
Liabilities and Net Position Current Unrestricted Liabilities	
Current Unrestricted Liabilities	1.501.085
Current Unrestricted Liabilities Accounts Payable	1,501,085 328,897
Current Unrestricted Liabilities Accounts Payable Unearned Income	328,897
Current Unrestricted Liabilities Accounts Payable	
Current Unrestricted Liabilities Accounts Payable Unearned Income Accrued Expenses & Other Liabilities Total Unrestricted Liabilities	328,897 1,057,531
Current Unrestricted Liabilities Accounts Payable Unearned Income Accrued Expenses & Other Liabilities Total Unrestricted Liabilities Non-Current Liabilities	328,897 1,057,531 2,887,513
Current Unrestricted Liabilities Accounts Payable Unearned Income Accrued Expenses & Other Liabilities Total Unrestricted Liabilities	328,897 1,057,531
Current Unrestricted Liabilities Accounts Payable Unearned Income Accrued Expenses & Other Liabilities Total Unrestricted Liabilities Non-Current Liabilities Net Pension Liabilities Total Non-Current Liabilities	328,897 1,057,531 2,887,513 3,634,535 3,634,535
Current Unrestricted Liabilities Accounts Payable Unearned Income Accrued Expenses & Other Liabilities Total Unrestricted Liabilities Non-Current Liabilities Net Pension Liabilities	328,897 1,057,531 2,887,513 3,634,535
Current Unrestricted Liabilities Accounts Payable Unearned Income Accrued Expenses & Other Liabilities Total Unrestricted Liabilities Non-Current Liabilities Net Pension Liabilities Total Non-Current Liabilities	328,897 1,057,531 2,887,513 3,634,535 3,634,535
Current Unrestricted Liabilities Accounts Payable Unearned Income Accrued Expenses & Other Liabilities Total Unrestricted Liabilities Non-Current Liabilities Net Pension Liabilities Total Non-Current Liabilities Total Liabilities	328,897 1,057,531 2,887,513 3,634,535 3,634,535 6,522,048
Current Unrestricted Liabilities Accounts Payable Unearned Income Accrued Expenses & Other Liabilities Total Unrestricted Liabilities Non-Current Liabilities Net Pension Liabilities Total Non-Current Liabilities Total Liabilities Deferred Inflow of Resources - Pension	328,897 1,057,531 2,887,513 3,634,535 3,634,535 6,522,048
Current Unrestricted Liabilities Accounts Payable Unearned Income Accrued Expenses & Other Liabilities Total Unrestricted Liabilities Non-Current Liabilities Net Pension Liabilities Total Non-Current Liabilities Total Liabilities Deferred Inflow of Resources - Pension Net Position	328,897 1,057,531 2,887,513 3,634,535 3,634,535 6,522,048 1,862,506
Current Unrestricted Liabilities Accounts Payable Unearned Income Accrued Expenses & Other Liabilities Total Unrestricted Liabilities Non-Current Liabilities Net Pension Liabilities Total Non-Current Liabilities Total Liabilities Deferred Inflow of Resources - Pension Net Position Net Assets	328,897 1,057,531 2,887,513 3,634,535 3,634,535 6,522,048 1,862,506

Sarasota Manatee Airport Authority Budget/Year to Date Actual For the Period Ending Saturday, December 31, 2022

	This Month This Year	Total Budget	Year to Date This Year	Budget Less Actual YTD	Actual YTD %
Airline Rentals, Fees and Charges		_			
Landing Fees - Signatory	\$71,617	\$801,896	\$189,220	\$612,676	23.6%
Landing Fees - Nonsignatory Landing Fees - Nonscheduled	4,250 274	29,264 0	9,936 274	19,327 (274)	34.0% 0.0%
Preferential Apron Fees	27,090	356,101	81,270	274,831	22,8%
Concourse Circulation	341,983	4,566,066	1,047,174	3,518,892	22.9%
Baggage Claim Area	83,489	1,080,250	255,488	824,762	23.7%
Gate Use Fees - Signatory	34,572	190,367	64,232	126,135	33.7%
Terminal and Gate Fees - Nonsignatory	67,895	401,557	135,391	266,166	33.7%
Airline Terminal Rent - Signatory Airline Terminal Rent - Nonsignatory	134,536 4,391	1,841,598 44,336	408,037 13,172	1,433,560 31,164	22,2% 29,7%
Total Airline Revenues	770,096	9,311,433	2,204,195	7,107,238	23.7%
Non-Airline Revenue					
Air Cargo Facility	14,088	169,050	42,263	126,788	25.0%
Subtotal	14,088	169,050	42,263	126,788	25.0%
Airfield	F0 F40	500.000	160.065	225 725	00 701
Fuel Flowage Fees	58,518	500,000	163,265	336,735 83,236	32.7%
Ground Lease Airfield T-Hangar Facilities	32,628 80,000	181,119 995,688	97,883 238,456	757,232	54.0% 23.9%
Fixed Base Operators - Rent	65,575	761,240	194,587	566,653	25.6%
Fuel Service - ASIG	6,610	79,483	19,831	59,652	24.9%
Subtotal	243,331	2,517,530	714,022	1,803,508	28.4%
Terminal Building					
RAC Counter Space	14,500	174,000	43,499	130,501	25.0%
Other Terminal Rents	23,219	294,070	69,656	224,414	23.7%
Advertising	41,804	300,000	128,471	171,529	42.8%
Restaurant Services Gift Shop	156,406 93,514	1,339,000 1,054,000	395,723 281,807	943,277 772,193	29,6% 26,7%
Miscellaneous	246	1,500	(598)	2,098	-39,9%
Vending	2,286	15,000	6,066	8,934	40.4%
Subtotal	331,973	3,177,570	924,625	2,252,945	29.1%
Terminal Area	,				
Car Rental %	810,227	10,360,000	2,418,294	7,941,706	23,3%
Auto Parking	906,849	7,000,000	2,838,195	4,161,805	40.5%
Ground Transportation	69,030	443,000	127,972	315,029	28.9%
Fuel Flowage Fees - Menzies RAC Ready Car Spaces	38,283 5,520	800,000 65,000	205,844 17,370	594,156 47,630	25.7% 26.7%
Parking Stickers/Hang Tags	7,726	80,000	18,100	61,900	22.6%
Taxi Cab Service	8,152	98,000	16,660	81,340	17.0%
RAC Buildings Land Rent	45,945	551,337	137,834	413,503	25.0%
Subtotal	1,891,731	<i>19,397,337</i>	<i>5,780,269</i>	13,617,068	29.8%
Non-Aviation Area					
University Self Storage Income	51,050	543,283	151,304	391,979	27.8%
Buildings - Non-Aviation	33,056	415,424	99,169	316,255	23,9%
Common Area Maint - Comm Parke Land - Non-Aviation	500 527,001	6,000 466,500	1,500 109,738_	4,500 356,762	25.0% 23.5%
Subtotal	611,608	1,431,207	361,710	1,069,497	25.3%
Total Operating Revenue	3,862,827	36,004,127	10,027,083	25,977,043	27.8%
Investment Income + Other Income					
Investment Income + Other Income					
Interest Earned - Operating	41,935	400,000	131,944	268,056	33.0%
Interest Earned - Other	0	0	. 0	0	0.0%
Subtotal Other Income	41,935	400,000	131,944	268,056	33.0%
Passenger Facility Charges	706,467	7,980,020	900,005	7,080,015	11.3%
Customer Facility Charges	630,058	7,000,000	1,804,947	5,195,054	25.8%
Grant Revenue - Other	0	0	0	0	0.0%
Grant Revenue - FAA	0	0	0	0	0.0%
Grant Revenue - FDOT	0	0	0	0	0.0%
Miscellaneous Income Miscellaneous Income - LEO	6,112	10,000 0	6,750 3,720	3,250 (3,720)	67.5% 0.0%
I.D. Badges	3,720 3,704	30,000	11,986	18,014	40.0%
Profit/Loss on Disposal	2,882	15,000	3,320	11,680	22.1%
Extraordinary Items	0	0	44,500	(44,500)	0.0%
Asset Writedown/Up on Investments	145,429	0	303,080	(303,080)	0.0%
Subtotal	1,498,372	15,035,020	3,078,307	11,956,713	20.5%
Subtotal Investment Income &					
Other	1,540,307	15,435,020	3,210,251	12,224,769	20.8%
Total Revenues	5,403,134	51,439,147	13,237,335	38,201,812	25.7%

Sarasota Manatee Airport Authority Budget/Year to Date Actual For the Period Ending Saturday, December 31, 2022

	This Month This Year	Total Budget	Year to Date This Year	Budget Less Actual YTD	Actual YTD %
Utilities	76,851	935 600	142 201	682,299	17.4%
Electric-Utility Refuse Collection	76,831 5,777	825,600 93,500	143,301 10,726	82,774	11.5%
Water and Sewer	15,123	165,000	29,122	135,878	17.6%
Subtotal	<i>97,751</i>	1,084,100	183,149	900,951	16.9%
Personnel	000 475	44 445 500	0.076.674	0.500.004	25.40/
Salary/Wages Health Insurance	998,175 198,046	11,443,598 2,627,901	2,876,674 605,396	8,566,924 2,022,505	25.1% 23.0%
Retirement	165,372	1,940,001	496,553	1,443,448	25.6%
Social Security	54,463	683,772	143,916	539,856	21.0%
Medicare	14,717	165,933	38,839	127,094	23.4%
Disability	0 0	1,700 28,298	239 0	1,461 28,298	14.0% 0.0%
Unemployment Worker's Compensation	24,170	396,434	72,510	323,924	18,3%
Employment Expenses	98	10,000	185	9,815	1.9%
Subtotal	1,455,041	17,297,637	4,234,311	13,063,326	24.5%
Administration				100 110	5 484
Advertising	5,398	145,700	12,260	133,440 5,000	8.4% 0.0%
Bad Debts Expense CEO Auto Expenses	0 1,315	5,000 20,000	0 4,063	15,937	20.3%
Public Relations	0	56,000	1,998	54,002	3,6%
Customs	(2,771)	225,000	(43,953)	268,953	-19.5%
Data Processing	24,909	145,000	63,672	81,328	43.9% 66.3%
Software Licenses/Annual Support Dues and Subscriptions	950 30,994	293,050 147,906	194,284 102,301	98,766 45,605	69.2%
Employee Service Awards	31	6,125	517	5,608	8,4%
Entertainment	253	18,600	3,145	15,455	16.9%
Insurance - Property	64,528	813,151	193,584	619,567	23.8%
Insurance - General Liability Insurance - Surety Bonds	7,127 4,473	95,584 51,946	21,380 14,180	74,204 37,766	22.4% 27.3%
Insurance - Vehicles	7,481	91,456	22,443	69,013	24.5%
Legal Expense	111,561	425,000	142,839	282,162	33.6%
Loss & Safety Program	0	200	0	200	0.0%
Marketing Trade Show Registration Miscellaneous	235 5,057	30,200 87,100	235 23,473	29,965 63,627	0.8% 26.9%
Office Supplies and Equipment	2,831	102,500	41,882	60,618	40.9%
Postage	715	5,200	1,125	4,075	21.6%
Professional Services	87,805	565,960	171,989	393,971	30.4%
Records Retention	0 0	1,500	0	1,500	0.0% 0.0%
Sponsored Events Taxes	2,067	8,900 27,300	18,669	8,900 8,631	68.4%
Telephone Service	15,649	345,600	48,233	297,367	14.0%
Training	4,705	111,000	14,050	96,950	12.7%
Travel	2,916	203,400	52 , 970 0	150,430	26.0% 0.0%
Holiday Decorations Uniforms	0 8,794	38,000 77,100	17,519	38,000 59,581	22.7%
Subtotal	387,024	4,143,478	1,122,857	3,020,621	27.1%
Operations					
Air Conditioning	2,570	63,000	33,422	29,578	53.1%
Carpentry Common Area Maint - Comm Parke	308 728	38,000 10,000	769 1,420	37,231 8,580	2.0% 14.2%
Electrical	16,499	58,900	29,899	29,001	50.8%
Access Control	. 0	17,000	. 0	17,000	0.0%
Equipment Rental	35,380	33,000	67,321	(34,321)	204.0%
Equipment Repair Loading Bridge Repair	3,698 3,509	135,150 85,000	18,449 29,520	116,701 55,480	13.7% 34.7%
Conveyor & Belts	0,309	40,000	2,100	37,900	5.3%
Terminal Audio & Paging Repairs	0	14,000	6,840	7,160	48.9%
Repairs Generator	0	15,000	0	15,000	0.0%
Repairs - Tires FAA Mandated Security Measures	2,383 0	25,000 500	13,580 103	11,420 397	54.3% 20.5%
Fence and Gate Repair	2,458	20,500	3,839	16,661	18.7%
Interior Planting	0	500	0	500	0.0%
Irrigation System	507	11,500	586	10,914	5.1%
Janitorial Service Floor Maintenance	126,141 554	1,835,000 72,500	297,266 2,849	1,537,734 69,651	16.2% 3.9%
Landscape Maintenance	1,417	60,200	2,722	57,478	4.5%
Miscellaneous Construction	6,631	112,400	25,460	86,940	22.7%
Paint and Markings	29,203	87,800	33,213	54,587	37.8%
Permits & Licenses	77 0	2,650	184 161	2,466 71,339	6.9% 0.2%
Paving and Pavement Repairs Plumbing	7,007	71,500 39,500	7,308	71,339 32,192	18.5%
Radio Equipment Repairs	0	4,400	570	3,830	13.0%
Service Contracts	204,805	1,130,040	545,608	584,432	48.3%
Shuttle Service	1,164	18,000 64,500	913 15,156	17,087 49,344	5.1% 23.5%
Vehicle Repairs Subtotal	2,426 447,466	4,065,540	1,139,258	2,926,282	28.0%
Saptotal	77/700	7,000,070		2,720,202	20,0 /0

Sarasota Manatee Airport Authority Budget/Year to Date Actual For the Period Ending Saturday, December 31, 2022

	This Month This Year	Total Budget	Year to Date This Year	Budget Less Actual YTD	Actual YTD %
Supplies	•				
Fabrication Supplies	112	13,300	3,839	9,461	28.9%
Extinguishing Agent	0	30,000	. 0	30,000	0.0%
First Aid Supplies	0	9,800	987	8,813	10.1%
Gas & Fuel	0	114,400	23,586	90,814	20.6%
Identification	432	15,000	1,679	13,321	11.2%
Janitorial Supplies	28,710	297,500	72,616	224,884	24.4%
Lighting	10	27,000	(3,859)	30,859	-14.3%
Llghting - Airfield	4,031	53,000	11,558	41,442	21.8%
Miscellaneous Supplies	0	10,000	778	9,222	7.8%
Miscellaneous Terminal Furnishings	0	8,000	0	8,000	0,0%
Non-Capital Equipment	3,497	125,110	10,148	114,962	8,1%
Safety Supplies	1	3,000	29	2,971	1.0%
Shop Supplies	3,760	17,000	5,207	11,793	30,6%
Signage	2,721	53,300	12,921	40,379	24.2%
Small Tools and Equipment	1,247	41,500	9,370	32,130	22.6%
Vegetation Control	0	20,000	6,149	13,851	30.7%
Ammunition/Wildlife Disbursement	563	12,500	1,643	10,857	13.1%
Subtotal	45,085	850,410	156,652	693,758	18.4%
Total Operating Expenses	2,432,368	27,441,165	6,836,227	20,604,938	24.9%
Profit (Loss) from Operations	2,970,766	23,997,982	6,401,108	17,596,874	26.7%
Depreciation and Amortization					
Amortization	36,121	0	108,364	(108,364)	0.0%
Depreciation	981,663	0	2,944,990	(2,944,990)	0.0%
Total Depreciation and Amortization	1,017,785	0	3,053,354	(3,053,354)	0.0%
Other Expenses					
Marketing	98,907	1,150,000	249,853	900,147	21.7%
Total Other Expenses	98,907	1,150,000	249,853	900,147	21.7%
Net Profit (Loss)	\$1,854,075	\$22,847,982	\$3,097,901	\$19,750,080	13.6%

January 30, 2023 Board Meeting - Department Reports

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Sarasota Manatee Airport Authority Investment Portfolio For the Month of December 2022

	Description	Cusip/Invest	Coupon	Par Value <u>Orig Face</u>	Purchase or Book Yield	Acquisition <u>Cost</u>	Purchase <u>Date</u>	Maturity <u>Date</u>	Int. <u>Rec'd</u>	Market <u>Value</u>	Yield <u>@ Market</u>	Market <u>Price</u>	Purchase or Book Price
1	US Treasury Note	91282CDA6	0.250	10,000,000	(1)	9,989,063	10/8/2021	9/30/2023	(2) 2,083	(3) 9,672,656	4.69	96.727	99.890
2	US Treasury Note	91282CBG5	0.125	8,000,000	0.504	7,968,750	1/18/2022	1/31/2023	847	7,975,000	4.20	99.6875	99.610
3	US Treasury Note	91282CCN9	0.125	8,000,000	0.766	7,921,875	1/18/2022	7/31/2023	847	7,790,625	4.68	97.383	99.020
4	US Treasury Note	91282CDR9	0.750	8,000,000	0.091	7,974,688	1/18/2022	12/31/2023	4,973	7,693,750	4.70	96.172	99.680
5	TD Bank CD	3282200422	3.250	10,000,000	3.250	10,000,000	7/11/2022	9/15/2023	27,083	10,000,000	3.25	100.000	100.000
6	Fed Home loan Bk	3133844ET2	-	4,090,000	4.246	3,999,634	10/12/2022	4/24/2023	9,306	4,034,744	4.54	98.649	98.195
7	Fed Home loan Bk	313384CK3	-	4,060,000	4.014	3,999,303	10/12/2022	2/27/2023	8,677	4,032,676	4.23	99.327	97.790
8	Fed Home loan Bk	313384GQ6	-	4,112,000	4.284	3,999,255	10/12/2022	6/8/2023	9,390	4,032,309	4.51	98.062	97.260
	Total Investments			56,262,000	1.737	55,852,566			63,206	55,231,761			

⁽¹⁾ Yield to Maturity.

AGENDA ITEM NO. 8.2

⁽²⁾ Interest on Notes is paid semi-annually, accrued monthly.

⁽³⁾ Market value on non-restricted funds are provided by the Custodian, US Bank.

January 30, 2023 Board Meeting - Department Reports

Sarasota Manatee Airport Authority Investment Analysis - Portfolio Activity Report For the Month of December 2022

Transaction	Maturity			Coupon	Original Face	Sales Price	Gain or (Loss)
<u>Date</u>	<u>Date</u>	<u>Description</u>	Cusip/Invest	<u>Yield</u>	Purchase price	<u>Market Price</u>	<u>on Sale</u>
Securities Purchased:							

Securities Sold:

AGENDA ITEM NO. 8.3

SARASOTA MANATEE AIRPORT AUTHORITY FINANCE & ADMINISTRATION STAFF REPORT JANUARY 30, 2023 REGULAR MEETING

FINANCE DECEMBER 2022

<u>Budget/Financial Information</u>: Included in the Board packet are the unaudited **preliminar**y financial statements for **December**. Summary information contained therein for **December** is as follows: Operating revenues were approximately **10.2% higher** than anticipated in the FY 23 budget. Operating expenses were approximately **35% lower** than anticipated in the FY 23 budget.

As part of the ongoing development of investment policies and procedures, reports have been developed based on information provided by Sarasota County Clerk of the Court. The current disclosure reflects an Investment Portfolio Analysis, along with a Portfolio Activity Report. Staff continues to work closely with the Clerk's office. **Investments earned total \$ 63,206 for December 2022.**

<u>Passenger Facility Charge (PFC):</u> A separate detail which reflects PFC collections for the month of December and cumulative to date.

Monthly Investment Report: November 2022 attached.

Sarasota Manatee Airport Authority Sarasota Bradenton International Airport (SRQ) PFC Collections by Carrier

Carrier Dec-22 inception Carrier Dec-22 inception Carrier Aces Airlines 24.86 Croatia Airlines 43.90 Northwest Aer Lingus 1,363.51 Czech Airlines (Aviation Industry Consultants) 2,516.42 Olympic Airways Aero California 8.64 Delta Air Lines 123,078.65 31,827,414.34 Pan American Aero Resido - Russian Airlines 965.48 Elite 61,345.86 Paradise Island AeroPeru 19.02 Empire 757.44 Philippine Air Aeropostal Venezuela 17.52 Eva Airways 770.46 Private Jet Air Aruba 9,809.97 1,038,536.84 ERA Aviation 84.84 Qantas Air Europa 100.97 Express One 8,387.70 Reno Air	4.39 26.12 86.92	Collected since inception 1,996,108.91 165.43 5.84 8.78 28.80 13.17 184.38 3,719.95 3,920.02 3,175.69 35,332.09
Aces Airlines 24.86 Croatia Airlines 43.90 Northwest Aer Lingus 1,363.51 Czech Airlines (Aviation Industry Consultants) 2,516.42 Olympic Airways Aero California 8.64 Delta Air Lines 123,078.65 31,827,414.34 Pan American Aero Costa Rico 2.92 El Al Israel Airlines 3.95 1,357.35 Panamena De Aviacion Aeroflot - Russian Airlines 965.48 Elite 61,345.86 Paradise Island Aeromexico 74.63 5,042.87 Emirates 4,353.75 PenAir (Penninsula Airways) AeroPeru 19.02 Empire 757.44 Philippine Air Aeropostal Venezuela 17.52 Aariways 770.46 Private Jet Air Aruba 11.68 ERA Aviation 84.84 Qantas Air Canada 9,809.97 1,038,536.84 Etihad Airways 21.95 491.68 Qatar	4.39 26.12	1,996,108.91 165.43 5.84 8.78 28.80 13.17 184.38 3,719.95 3,920.02 3,175.69
Aer Lingus 1,363.51 Czech Airlines (Aviation Industry Consultants) 2,516.42 Olympic Airways Aero California 8.64 Delta Air Lines 123,078.65 31,827,414.34 Pan American Aero Costa Rico 2.92 El Al Israel Airlines 3.95 1,357.35 Panamena De Aviacion Aeroffot - Russian Airlines 965.48 Elite 61,345.86 Paradise Island Aeromexico 74.63 5,042.87 Emirates 4,353.75 PenAir (Penninsula Airways) AeroPeru 19.02 Empire 757.44 Philippine Air Aeropostal Venezuela 17.52 Eva Airways 770.46 Private Jet Air Aruba 11.68 ERA Aviation 84.84 Qantas Air Canada 9,809.97 1,038,536.84 Etihad Airways 21.95 491.68 Qatar	26.12	165.43 5.84 8.78 28.80 13.17 184.38 3,719.95 3,920.02 3,175.69
Aero California 8.64 Delta Air Lines 123,076.65 31,827,414.34 Pan American Aero Costa Rico 2.92 El Al Israel Airlines 3.95 1,357.35 Panamena De Aviacion Aeroflot - Russian Airlines 965.48 Elite 61,345.86 Paradise Island Aeromexico 74.63 5,042.87 Emirates 4,353.75 PenAir (Penninsula Airways) AeroPeru 19.02 Emirates 757.44 Philippine Air Aeropostal Venezuela 17.52 Eva Airways 770,46 Private Jet Air Aruba 11.68 ERA Aviation 84.84 Qantas Air Canada 9,809.97 1,038,536.84 Etihad Airways 21.95 491.68 Qatar	26.12	5.84 8.78 28.80 13.17 184.38 3,719.95 3,920.02 3,175.69
Aero Costa Rico 2.92 El Al Israel Airlines 3.95 1,357.35 Panamena De Aviacion Aeroflot - Russian Airlines 965.48 Elite 61,345.86 Paradise Island Aeromexico 74.63 5,042.87 Emirates 4,353.75 PenAir (Penninsula Airways) AeroPeru 19.02 Empire 757.44 Philippine Air Aeropostal Venezuela 17.52 Eva Airways 770.46 Private Jet Air Aruba 11.68 ERA Aviation 84.84 Qantas Air Canada 9,809.97 1,038,536.84 Etihad Airways 21.95 491.68 Qatar	26.12	8.78 28.80 13.17 184.38 3,719.95 3,920.02 3,175.69
Aeroflot - Russian Airlines 965.48 Elite 61,345.86 Paradise Island Aeromexico 74.63 5,042.87 Emirates 4,353.75 PenAir (Penninsula Airways) AeroPeru 19.02 Empire 757.44 Phillippine Air Aeropostal Venezuela 17.52 Airways 770.46 Private Jet Air Aruba 11.68 ERA Aviation 84.84 Qantas Air Canada 9,809.97 1,038,536.84 Etihad Airways 21.95 491.68 Qatar	26.12	28.80 13.17 184.38 3,719.95 3,920.02 3,175.69
Aeromexico 74.63 5,042.87 Emirates 4,353.75 PenAir (Penninsula Airways) AeroPeru 19.02 Empire 757.44 Philippine Air Aeropostal Venezuela 17.52 Eva Airways 770.46 Private Jet Air Aruba 11.68 ERA Aviation 84.84 Qantas Air Canada 9,809.97 1,038,536.84 Etihad Airways 21.95 491.68 Qatar	26.12	13.17 184.38 3,719.95 3,920.02 3,175.69
AeroPeru 19.02 Empire 757.44 Philippine Air Aeropostal Venezuela 17.52 Eva Airways 770.46 Private Jet Air Aruba 11.68 ERA Aviation 84.84 Qantas Air Canada 9,809.97 1,038,536.84 Etihad Airways 21.95 491.68 Qatar	26.12	184.38 3,719.95 3,920.02 3,175.69
Aeropostal Venezuela 17.52 Eva Airways 770.46 Private Jet Air Aruba 11.68 ERA Aviation 84.84 Qantas Air Canada 9,809.97 1,038,536.84 Etihad Airways 21.95 491.68 Qatar	26.12	3,719.95 3,920.02 3,175.69
Air Aruba 11.68 ERA Aviation 84.84 Qantas Air Canada 9,809.97 1,038,536.84 Etihad Airways 21.95 491.68 Qatar		3,920.02 3,175.69
Air Canada 9,809.97 1,038,536.84 Etihad Airways 21.95 491.68 Qatar		3,175.69
	00.32	
		33,332.00
		3,612.86
Air France 99.54 33,703.00 Falcon Express 1,454.16 Republic Airlines Air India 2.88 Faucett 8,76 Royal Air Maroc		69.66
Air New Zealand 1,973.36 Finnair 35.12 571.89 Royal Aviation		10,170.36
Air Pacific Ltd. 135.81 Florida Coastal Airlines 8,516.60 Royal Jordanian		29.20
Air Portugal 308.10 Front Page Tours 245.28 Sabena		393.92
Air Serbia 544.36 Frontier Airlines 7,432.11 581,977.25 SAHSA		5.28
Air Sunshine 109,075.76 G-P Express 89.28 SAS (Scandivavian)		4,100.87
Air Trans At 144,133.51 Gold Transportation Services 26,702.01 Saudi Arabian Airlines		7.31
AirTran Airways 5,850,221.51 Gol Linhas Aereas 17.56 17.56 Sevicios Avensa		280.28
Alaska Airlines 4.39 6,262.19 Great Lakes Aviation 44.06 Silver Airways Corp		114.14
Alitalia/ITA 4.39 4,127.87 Hahn Air 2,956.82 Singapore		3,133.02
All Nippon Airways (ANA) 13.17 526.80 Hawaiian Airlines 13.17 1,004.87 Skyservice		9,903.84
Allegiant Air 168,505.76 4,733,454.97 Iberia 13.17 1,404.76 South African Airways		4,309.11
Aloha 46.64 Island Air 30.73 Southeast Airlines		6,234.20
America West 116,500.91 Insel Air 4.39 Southwest 15	57,052.94	3,879,168.63
American (AMR) 109,367.43 5,915,782.11 JAL (Japan Airlines) 4.39 887.75 Sun Country 1	11,036.46	357,324.60
ATA Airlines, Inc. 2,527,486.80 Jet Airways 114.14 Sun Pacific Int'l (HMHF)		3,612.04
Asiana Airlines 668.85 Jet Blue 42,792.06 5,633,947.66 Sunworld Int'l Airlines		224.84
ATA Leisure Corp. 90,614.78 JetsGo 6,418.18 SwissAir		5,363.02
Austrian Airlines 13,17 805.93 Kenya 57.17 Taca Int'l Air		348.76
AV Atlantic 1,027.84 KLM 142.67 9,853.41 TAM Airlines (Aviation Industry Consultar	nts)	1,039.00
Avelo Airlines 10,700.71 94,142.97 Korean Air 13.17 17,272.47 TAP Air Portugal		220.87
Avensa 43.20 Kuwait Airways 2.92 Tower Air		17.52
Avianca 8.78 227.75 Lacsa 36.54 Trans Brasil Airlines		20.44
Aviateca, S.A. 5,84 Laker Airways 803.00 Trans World Airways		781,609.36
Big Sky 2.92 Lan Airlines 21.95 Turk Hava (Turkish)	38.96	1,682.06
Breeze Airlines 10,113.75 43,697.25 Lan Argentina 17.56 Ultrair		2.88
British Airways 30.40 11,512.29 Lan Chile 346.38 United 5	55,698.41	3,863,033.48
Brussels Airlines 8.78 131.59 Lan Peru 21.95 US Air Shuttle		2.92
BWIA 78.84 LATAM Airlines Group 478.51 US Airways		8,883,648.83
Canada 3000 100,572,36 Leisure Air 33,007,40 USA 3000		79,178.04
Canadian Airlines 64,977,45 Lineas Aereas Privadas Argentinas 16.07 V Australia (Virgin Blue)		386,32
Canair 20,334,88 Lone Star 69.52 Varig		668.53
CanJet 120,295.00 Lot Polish Airlines 1,485.11 Vietnam Airlines		83.41
Cape Air / Hyannis Air Service 242.90 LTU 74.88 Virgin Atlantic	48.07	6,536.02
Carnival Air Lines 1,883,40 Lufthansa 70,24 7,475,21 Viscount Air Service		2,006.04
Casino Air Link 887.68 Malaysia 406.88 Viscount Air Tours		353.32
Casino Express 8,389.66 Maley Hungarian 241.88 Vision		2,809.60
Cathay Pacific 3,241,46 Mark Trayel Corp. 10,856,56 WestJet	21.62	59,780.01
Cayman Airways 101.96 Mesa Airlines 132.20 World Airways	202	35.04
	06,406.97	82,948,205.69
China Airlines 2,340.59 MGM Grand Air 302.40 PFC checking Interest	60.02	1,743,835.16
Colgan Air, Inc. 151.86 Miami Air Int'! 5,515.47 PFC investment Interest	00.02	1,526,893.55
Compair 21.805,38 Midway Airlines 601.52 Securities-bought		32,071,184.66
Compania 33,75 Midwest 1,922.08 Securities-bought		32,058,520.85
· ·		224,518.18
·		6,970.26
Continental Airlines 3,580,174.07 National Airlines 5.84 Service charges	0.000.00	
• • • • • • • • • • • • • • • • • • • •	0,000.00 _	86,202,939.82
Copa 11.56 North American Airlines 443.39 Balance		220,878.69



SARASOTA MANATEE AIRPORT AUTHORITY MONTHLY INVESTMENT REPORT

November 2022

Prepared by Karen E. Rushing, Clerk of the Circuit Court and County Comptroller



Summary of Investment Strategy: Everyone is talking about rate hikes but what people are thinking about more and more are rate cuts. This is evidenced by the steepest inversion of the 2yr-10yr spread since the early 1980's. The more inverted the curve, the more it implies that the market anticipates the Fed will be lowering rates below where they are in the short term. The fear of course, is that economic activity starts turning lower before price gains start to moderate, putting the Fed in the difficult position of continuing restrictive monetary policy during a recession. Operating cash at month end was \$15.7 million.

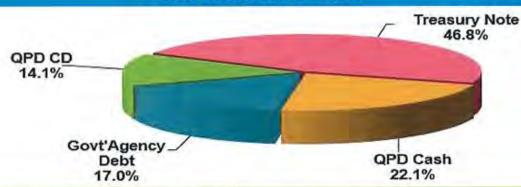
KEY ECONOMIC INDICATORS

- ISM Manufacturing came in at 50.2 in October, above expectations of 50.0 but below prior month's value of 50.9.
- Non-Farm Payrolls increased by 261k in October which was above expectations of 193k. September's figure was revised higher to 269k from the previously reported 263k.
- > Average hourly earnings were up 4.7% in October matching market expectation of 4.7% but lower than last month's revised increase of 5.1%.
- > Producer prices ex-food and energy, YOY rose 6.7% in October; below expectations of 7.2% increase and below prior month's revised 7.1%.
- Retail sales ex auto and gas increased by 0.9% in October which was above expectations of 0.2% and above the prior month's revised 0.6%.

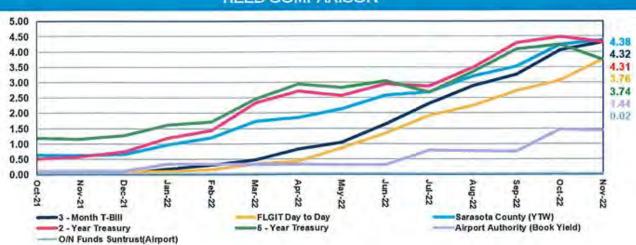
NEWS and EVENTS

- The U.S. labor market remains strong but is showing more signs of cooling following the Fed's aggressive interest rate increases aimed at combating high inflation. Employers added a seasonally adjusted 261,000 jobs in October.
- Many shoppers are trading down to less-expensive clothing and accessories as inflation eats into their disposable income and a rocky stock market erodes their wealth.
- Investors are bracing for the possibility that second year of stubborn inflation could force the Fed to lift interest rates above levels not seen in more than 20 years.
- U.S. existing-home sales fell for a ninth straight month in October as the highest mortgage rates in more than decade pushed buyers out of the market.
- > A darkening economic outlook dragged U.S. oil prices to their first close below \$80 since September.

PORTFOLIO COMPOSITION



YIELD COMPARISON





November 2022



PORTFOLIO STATISTICS

*Includes Cash

	June	July	August	September	October	November
Portfolio at Cost	66,840,355	66,403,044	68,526,123	69,246,781	70,885,320	71,545,614
Market Value Portfolio	66,042,840	65,663,109	67,708,828	68,307,466	69,949,736	70,969,103
Yield Based Upon Cost	0.30%	0.79%	0.77%	0.76%	1.47%	1.44%
Interest Accrued	9,282	36,296	36,227	36,251	35,833	36,095
Interest Accrued Fiscal Year to Date						\$ 71,928

SHOCK ANALYSIS

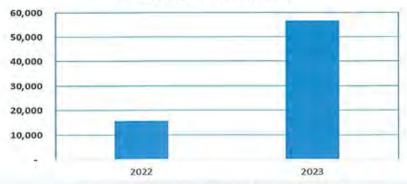
The portfolio shock analysis is a proactive risk management tool, utilized to evaluate how the Airport Authority's current portfolio would react to certain defined interest rate scenarios. This tool enables us to monitor the county's interest rate risk exposure to ensure it is aligned with the requirements of the investment policy. The table below presents the base scenario on how the portfolio is performing in the current interest rate environment, accompanied by scenarios of interest rate increases, and decreases.

	Down 50 Basis Points	Down 25 Basis Points	Base	Up 25 Basis Points	Up 50 Basis Points
Book Value	\$ 71,545,614	\$ 71,545,614	\$ 71,545,614	\$ 71,545,614	\$ 71,545,614
Market Value	71,105,166	71,037,034	70,969,103	70,901,392	70,833,880
Gain/(loss) unrealized	(440,448)	(508,580)	(576,511)	(644,222)	(711,734)
Market price	98.84	98.75	98.65	98.56	98.47
Book Yield	1.44	1.44	1.44	1.44	1.44
WAL	0.50	0.50	0.50	0.50	0.50
Effective Duration	0.51	0.51	0.52	0.52	0.53
Effective Convexity	0.00	0.00	0.00	0.00	0.00

CASH FLOW FORECAST

The cash flow forecast chart is a graphical representation of the annual projected cash flows of the Airport Authority's investment portfolio resulting from expected investment maturities and calls. This management tool is utilized to evaluate portfolio liquidity, to make sure there is sufficient cash on hand to meet day-to-day expenses, and optimize reinvestment of excess funds.





Sarasota Manatee Airport Authority 6000 Airport Circle, Sarasota, FL 34243 * www.srq-airport.com HUMAN RESOURCES DECEMBER 2022

HUMAN RESOURCES DEPARTMENT ACTIVITY FOR THE MONTH OF DECEMBER 2022

OPEN POSITIONS

			OPEN POSITIONS	
POSITION	NUMBER OF POSITIONS	POSITIONS FILLED	APPLICANT(S) HIRED	STARTING DATE
Baggage Handling System	3			
Floor Maintenance	2	1	Abisag Hernandez	12/19/2022
HVAC Mechanic	1			
IT System Technician	3			
Maintenance Tech, Public Works	2			
Police Officer - PT	1			
Traffic Control Specialist	3	1	Todd Simmons	12/13/2022
TOTALS	15	2		

SEPERATION

NAME	HIRE DATE	SEPARATION DATE	POSITION
Tatiana Alvarado	5/3/2021	12/1/2022	Accounts Payable Specialist

The following positions(s) are funded in the FY 23 Budget, but have not been authorized to fill at this time.

POSITION	NUMBER OF POSITIONS	DEPARTMENT
Communications Specialist PT	1	Operations
Facilities Administrator	1	Facilifies
Industrial Mechanic	1	Facilities
Maintenance Technician	1	Facilities
Property Leasing Administrator	1	uss

PURCHASING DECEMBER 2022

BIDS/QUOTES:

The Authority and SP+ are working on receiving bids for new parling lot Equipment (PARC). We have had seven companies interested in bidding this project. The Authority is looking to upgrade features to improve passenger service. Bids are due 12/20 and the selection committee will meet the first week of January 2023 to select the best proposal. Selection committee has met and is in the process of determining the winning proposal. The Authority received 5 proposals.

Roofing repairs were completed over the Concourse and Baggage area of the terminal in December. The entire roof over Ticket Wing will be installed in early January. Work has started and projected to be completed by the end of January.

We have received the proposals for the Elevator Modernization and will award them in late January. This is to bring 4 of our elevators up to the code changes required by December 2023. This modernization basically brings the mechanical, electrical, and safety equipment up to current standards. Selection committee has met and is doing research on equipment and references on each of the four proposing companies.

Supply chain issues continue to slow down the delivery of needed parts and equipment. We received two bids for the replacement of the damaged ceiling tiles in the Ticket Wing from Hurricane Ian. New vehicles are another extremely hard item to find.

Informal written quotes requested from prospective suppliers to provide airport lighting/lamps, artificial plants, batteries, computer hardware, technical support and software related items, electrical fixtures, extinguishing agents, firefighting gear, landscaping supplies, loading bridge repairs and supplies, industrial supplies, MRO items, office chairs, paint and paint supplies, promotional and advertising novelties, rental equipment, tires, tractor, uniforms, etc. and other misc. repairs and services.

<u>WAREHOUSE</u>: The Warehouse continues to add and delete items stocked in inventory and to generate purchase orders to replenish stock based on monitoring of inventory levels: **0** new items added, and we have reduced the number of items in the warehouse by **0**. Purchasing is reviewing all stock items to further reduce non-Purchasing is reviewing all stock items to further reduce non-usage/slow moving items as needed. Year end inventory was valued at \$137,654, which was flat to last years ending value.

 On-line auction activity through GovDeals for surplus/obsolete items: There were \$2,987.00 of sales in the month of December 2022.

DEPARTMENT PROJECTS:

- Bid packages were received for Ceiling Tile Replacement in the Ticket Wing from damages caused by Hurricane Ian.
- Working with Engineering on the needed electrical requirements and equipment for the installation of a 6th Line at the TSA Pre-check area.
- Working on reorganizing the warehouse to create additional needed storage space.

CONTRACTS ISSUED: Avid Engineering.

SUMMARY OF DEPARTMENT ACTIVITY FOR THE MONTH:

PURCHASING:

- Purchase Orders Issued: 73
- Blanket Purchase Orders Issued: 2
- Emergency Purchase Orders Issued: 0
- Change Orders Issued: 1

WAREHOUSE/RECEIVING:

- Inventory Stock Transactions 72
- Courier Activity: 352 miles for month

NOTICE TO THE BOARD:

Per the Purchasing Policy, all purchases between \$35,000 - \$65,000 require at least three informal quotes. All purchases between \$65,000 to \$150,000 value shall be publicly noticed and made on the basis of competitive sealed bids, competitive sealed proposals, or competitive sealed replies. All exceptions shall be noted to the Authority at its next regular meeting. The following are exceptions to this policy for **December 2022: None.**

AGENDA ITEM NO. 8.4

SARASOTA MANATEE AIRPORT AUTHORITY REAL ESTATE DEVELOPMENT & PROPERTIES STAFF REPORT JANUARY 30, 2023 REGULAR MEETING

REAL ESTATE DEVELOPMENT & PROPERTIES

DECEMBER 2022

<u>Southwest Airlines:</u> Southwest construction to buildout lease space in the lower level of the Concourse under Gate B-10 is complete.

<u>Property #7/NEC and #12 NWC University & Bradenton Rd:</u> SMAA application for DRI termination and rezoning in process. A portion Property 7 to be utilized temporary for an economy parking lot to accommodate overflow parking needs while various projects are constructed. Property 7 is in for construction permits with the city for the parking lot.

Rental Car/Status: Development of a consolidated QTA lot/facility is in design and Properties drafting/negotiating new lease/operating agreements with all three car companies, including lease extensions. The ready/return lot is to be reconfigured.

Airport Hotel #3: The ground rent tenant is participating in the DRI/rezoning.

NORTH QUAD DEVELOPMENT:

- → **Sheltair FBO:** Sheltair site plan was approved by the Authority. Sheltair proceeding with full design and submitted 15% design plans for review.
- SRQ Hangar, LLC: SRQ Hangar has commenced with due diligence and conceptual site planning.
- → <u>EAA</u>: EAA has commenced with due diligence and conceptual site planning. Fundraising is underway.
- → GA FIS: The GA FIS facility is in process and design, Properties to negotiate/complete a lease for the property/building.
- → <u>Aerovanti:</u> A lease agreement is underway for the development of two 20,000 sf hangars, including a fuel farm in the N Quad with Aerovanti. A lease will be presented to the Board for consideration/approval for 10,000 sq. ft. of storage building space.
- → <u>DaVinci:</u> A lease agreement has been prepared for the development of a 15,000-sf aircraft training facility in the N Quad with DaVinci. The lease will be presented to the Board for consideration/approval in January.

School District of Manatee County, Florida: The school Board received State funding for the project and is conducting due diligence. A Phase II Environmental Audit was conducted and further testing was requested.

<u>**Team Success:**</u> The Tenants sitework and buildings are underway, and the opening of the school is delayed and is now scheduled for the fall of 2023. Phase II Environmental is underway. Team Success has requested additional land to expand its campus and an amendment of the lease is under consideration.

Property 5 and 6: Property 5/6 are contemplated to be utilized as Park N Fly lots, SMAA has started the process to zone/design/permit. A one (1) acre site on Property 5 will be leased to DaVinci Inflight Training and will be presented to the Board for approval in January.

<u>Concessions:</u> Redevelopment of retail, food and beverage concessions throughout the Terminal/Concourse to expand/redevelop is in process. This project will be a phased project over the next several years once implemented.

HMS Host received corporate approval and is in design for an island bar with limited food concessions at the north end of the concourse. An amendment will be drafted to extend the agreement and include this space.

<u>Mitchell Management of Florida, Inc.:</u> A second Concessions Agreement has been negotiated to develop an Arby's in the current Kona Bar space.

<u>Property #10/M-lot:</u> The maintenance hangar and Agape hangar have been leased to Aerovanti Air Club for one year while business terms are being reached with Elixir, a small aircraft manufacturer. Elixir plans to enter the US in 2023/2024 and negotiations are continuing.

<u>Property #2/Tallevast:</u> Properties continues discussions/negotiations with Industrial development groups as to a joint development of this property.

<u>Parking:</u> An RFP is underway by SP+ for the replacement of the parking revenue equipment. The RFP results and recommendations as to respondent and equipment will be on the January Board agenda for consideration/approval. A Parking rate analysis was completed and a recommendation to increase the short term parking rate will be presented to the Board in January for consideration/approval.

FBO Expansion: Additional hangars are contemplated at Dolphin and are in for permitting, with construction commencing 30 days after permits are issued. Demolition of existing aged hangars and old hangars damaged by the hurricane underway. Dolphin recently submitted a Waiver and Consent to allow the acquisition of the FBO to Hawthorne. An amendment and recommendation for approval will be submitted to the Board for consideration.

<u>Minimum Standards:</u> SMAA is in process of updating the airports Minimum Standards, with several of the airport departments participating. Completion is anticipated by the first quarter 2023.

<u>General:</u> Insurance notices, tenant inquiries, showing of properties, construction permits, meetings with surveyors, appraisers, contractors and engineering consultants, collections and past due notices, notices of insurance renewals and compliance, loss prevention committee, meetings with insurance claimants, planning and staff meetings.

GENERAL AVIATION:

T-HANGAR MONTHLY STATUS REPORT For the Month of DECEMBER 2022

Item	Qty.	No.	Wait	Leased	Monthly	Monthly	Annual
		Leased	List	%	Rate	Rent	Rent
T-Hangars							
51'5 W Oversize	4	4	42	100%	\$1,700.00	\$6,800.00	\$81,600.00
48' W Large	27	27	87	100%	\$632.00	\$17,064.00	\$204,768.00
DAMAGED 48' W Large	6	6	0	100%	-\$632.00	-\$3,792.00	-\$45,504.00
42' W Standard							
w/additional 176 sq. ft. storage	4	4	2	100%	\$572.00	\$2,288.00	\$27,456.00
42' Standard (42' wide)	121	121	136	100%	\$462.00	\$55,902.00	\$670,824.00
42' W Standard							
Discounted rate for CAP & EAA	2	2		100%	\$250.00	\$500.00	\$6,000.00
Storage Rooms	7	4		57%	\$100.00	\$400.00	\$4,800.00
Storage Rooms							
(Discounted rate for CAP & EAA)	2	2		100%	\$10.00	\$20.00	\$240.00
DAMAGED Storage Room							
(Discounted rate for CAP)	1	1		100%	-\$10.00	-\$10.00	-\$120.00
TOTALS	174	171	267			\$79,172.00	\$950,064.00

- Compliments: 0Complaints: 0
- > Maintenance Requests: 5 ~ Plus continuing post Hurricane repairs to Bldg. D3.
- Total number of tenants: 163Total rentable spaces: 167
- ➤ 106 tenants using auto credit card method of payment.
- > EAA Chapter 180 currently using J3-110 for build program no rate discount.
- > All co-tenancy leases effective October 1, 2022 will conform to Res 2022-02.
- > Existing co-tenancy leases, \$250 fee collected per Res 2022-02.
- > D3-106 no longer co-tenant with J1-116.
- > D1-116 co-tenancy ended Dec 2022.
- > J5-114 co-tenancy begins Jan 2023.
- > J6-106 vacating Jan 2023. D1-116 transferring to J6-106. D1-116 expected to be leased Feb 2023.
- > Facilities is assuming responsibility for repairs to Bldg. D3. Steel expected in 1st quarter of 2023.
- > Date of delivery of electrical components still unknown.
- > Rent abatement for tenants displaced from Bldg. D3 effective October 1, 2022: \$3,802.00/month. (Six 48' wide T-Hangars, one storage room @ standard rate & one storage room discounted rate for CAP.)
- > Beginning Jan 2023, a \$25 fee will be charged to all parties on the T-Hangar waiting list.

AGENDA ITEM NO. 8.5

SARASOTA MANATEE AIRPORT AUTHORITY ARFF, OPERATIONS & POLICE DEPARTMENTS JANUARY 30, 2022

OPERATIONS DEPARTMENT - PROJECT/ACTIVITY/INCIDENT REPORT FOR THE MONTH OF DECEMBER

Projects and Activities

- Operations corrected several minor issues with the Access Control System during the month.
- Worked with Facilities and IT Departments on installation of additional and replacement CCTV cameras. Assisted with improvements to the access control system network.
- Operations conducted multiple vehicle and aircraft escorts throughout the month.
- Operations conducted multiple "drivers training" sessions on the airfield.
- Operations responded to multiple wildlife and FOD calls throughout the month.
- Operations conducted the semi-annual Security Vulnerability Assessment.
- Operations programed messages for electronic signs (purchased and rented) to direct patrons to remote and overflow parking lots for the Christmas Holiday travel rush. During the rush, Operations changed the messages as needed to direct patrons to open parking lots.
- During the Southwest Airlines Christmas Holiday operational crisis, Operations coordinated gate assignments, hard stand parking, and closed a section of Taxiway B to park Southwest aircraft due to delayed and cancelled flights.
- 12/1, 12/2, 12/3, 12/6, 12/23 Runway 14/32 closed midnight to first departure for maintenance.

Alerts and Incidents

- 12/2 small mulch fire in Short Term parking lot; extinguished by Airport Police.
- 12/5 Alert II: C-310 inbound to RY22 with engine trouble. Aircraft landed safely and taxied to Dolphin.
- 12/10 A Lancair Columbia 300 blew the left main tire upon landing on RY 32. The pilot taxied off RY 32 on TWY B (still inside the runway safety area) and shut down. Ops, ARFF and Cirrus Aviation mechanic responded to remove. The aircraft's flat tire was placed on a skid and towed to Dolphin Aviation. Runway 14/32 was closed for 35 minutes.
- 12/12 Alert III: After landing, the left engine of a C-340 caught fire while taxing to Dolphin. ARFF responded and extinguished the fire, no injuries.
- 12/13 Bellanca Viking nose wheel collapsed after landing on Runway 4. ARFF & Operations responded. Operations escorted UFS personnel to aircraft. Nose was raised, wheel pulled down, and aircraft towed to its hangar.
- 12/18 A C-172 blew the left main tire upon landing on Runway 4. The aircraft exited on Taxiway A and shutdown in the safety area of Runway 4. Ops 2 & 3 responded. The aircraft was removed using the Operations dolly and a Dolphin tug.
- 12/25 Departing Falcon jet reported a laser illumination. Operations forwarded information to the Manatee Counter Sheriff.
- 12/27 Landing B737 blew a tire on Runway 32. Operations responded, cleared debris, and reopened runway.
- 12/28 A C-172 right main and nose wheel left Taxiway C, approximately 2 feet into the grass area (Student Pilot error). Operations pulled the aircraft back onto the Taxiway using

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OPERATIONS DEPARTMENT JANUARY 2023

• the Ops truck, a strap, and the aircraft tow bar. No damage to aircraft, airfield lighting or signs.

Miscellaneous Activities

December Activity	2022	2021
Medical Runs Dispatched by AIRCOM	34	28
Medical Runs requiring SCFD Response	13	7
Aircraft Alerts/Incidents	7	6
NOTAMs Issued	53	34
Notice of Violations	8	2
CHRC (Fingerprint check) conducted	90	104
New I.D. Badges Issued	120	113
I.D. Badges Renewed	58	53
Security Threat Assessments	270	268
Computer Based Training Classes completed	508	482

FIRE DEPARTMENT JANUARY 2023

FIRE	Department action repor December 2022	RT	
S	AFETY INCIDENT/RESPONSES		
TYPE OF RESPONSE	AREA OF RESPONSE	NUMBER OF RESPONSES	TOTAL YEAR TO DATE
EMT FIRST AID RESPONSES:	Ticket wing	4	62
	Main	0	20
	Baggage Wing	2	31
	Escalator	1	9
	Curbside	7	34
	2nd Floor	0	17
	3rd Floor	1	3
	TSA Checkpoint	2	21
	Walk-in	0	3
	Restaurant	1	15
	Concourse 1st	0	3
	Concourse 2nd	13	104
	Ramp	1	9
	Aboard Aircraft	8	73
	Parking lot	1	36
	Toll Booth	0	4
	Airfield	4	22
	TOTAL EMT FIRST AID:	45	466
FIRE RESPONSES:	Aircraft Fire	1	1
	Structural Fire	0	2
	Vegetation Fire	1	2
	Vehicle Fire	0	3
	Trash Fire	1	3
FIRE ALARM RESPONSES:	Fire Alarms	2	7
	Bomb Scare	0	0
	TOTAL FIRE / ALARM:	5	18
HAZARDOUS MATERIALS RESPONSES:	Fuel Spill	0	11
	Chemical Spill	0	1
	Other	1	4
	TOTAL HAZARDOUS MATERIAL:	1	16
AIRCRAFT EMERGENCY RESPONSES:	Alert I	0	9
	Alert II	1	19
	Alert III	1	5
	Stand By/Hot Fuel	1	15
	TOTAL AIRCRAFT EMERGENCY:	3	48
SUPPLEMENT REPORT		3	0
	TOTAL RESPONSES	54	548

POLICE DEPARTMENT JANUARY 2023

POLICE ACTIVITIES DECEMBER 2022

T OLICE A	
CRIMES	
ASSAULT/BATTERY	0
BOMB THREATS	0
GRAND THEFT AUTO	0
DAMAGE TO PROPERTY	0
DISORDERLY CONDUCT	1
FIELDS INTERVIEWS	5
DOMESTIC VIOLENCE	0
NARCOTICS	1
PERSONAL PROPERTY THEFT	1
RECOVER GRAND THEFT AUTO	1
SUSPICIOUS PERSON	2
SUSPICIOUS VEHICLE	0
TRESPASS	4
OTHER CRIMES	0
TOTAL:	15
PATROLS	15
AOA	92
CONCOURSE PATROL	135
SECURITY CHECKPOINT	105
GROUND TRANS	43
PARKING LOTS	132
PERIMETER (INSIDE)	37
ROADWAY	131
BAGGAGE AREA PATROL	106
TACTICAL PATROLS	9
SECURITY PATROLS	320
TOTAL:	1110
CHECKPOINTS	
ACCIST ASMANAISC	2
ASSIST ASM MISC.	0
CHECKPOINT BREACH	0
DOOR ALARMS	6
DRUGS-NARCOTICS	1
EXIT LANE ALARM EXIT LANE BREACH	0
NO FLY LIST	0
OTHER PROHIBITED ITEMS	0
SUSPICIOUS ITEMS	0
OTHER	1
TOTAL	10
TOTAL	10

INSPECTIONS	
COMMERCIAL INSPECTION	25
GATE INSPECTION	97
GT INSPECTION	362
SIDA CHECK	124
OTHER INSPECTIONS	0
TOTAL:	608
TRAFFIC	
DISABLED VEHICLE/TOWING	3
PARKING TICKETS	10
TRAFFIC CRASHES	4
TRAFFIC CITATIONS	10
WARNINGS	2
OTHER TRAFFIC	6
TOTAL:	35
ASSISTANCE	
BAKER/MARCHMAN ACT	4
CUSTOMERS	17
MOTORISTS	4
OUTSIDE AGENCIES	2
SMAA EMPLOYEE/DEPT	0
TENANTS	19
MEDICAL CALLS	40
LOST & FOUND LOGGED	75
LOST & FOUND RETURNED	29
LOST & FOUND INQUIRIES	254
TOTAL:	444

WEAPONS	
EXPLOSIVES	0
FIREARM PARTS/AMMO	1
FIREARMS AT CHECKPOINT	6
UNDECLARED WEAPONS	0
OTHER WEAPONS	4
TOTAL:	11
ARRESTS	
ARRESTS FELONY	2
ARRESTS JUVENILE	0
ARRESTS MISD	4
E-WARRANTS	0
SAO REFERAL	0
NOTICE TO APPEAR	5
OTHER ARRESTS	1
TOTAL:	12

OPERATIONS JANUARY 2023

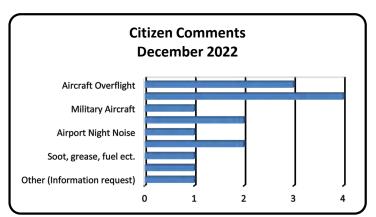
NOISE MONITORING AND FLIGHT TRACKING FOR THE MONTH OF DECEMBER

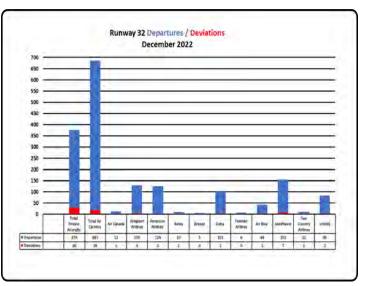
The chart to the right displays the distributions of noise complaints for the month of December 2022. There were 13 calls and 3 email which generated 16 complaints by the Noise Abatement Hotline or by the Operations Department.

Of the total complaints, 56% were from Manatee County and 44% were from Sarasota County. The average number of calls received for the month were .51 calls per day.

Flight Tracking & Runway 32
Deviation data is for December 2022.
There were 19 air carrier and 30 private jet deviations observed during this period.

In December 2022, Southwest (SWA) had 7 deviations, Allegiant (AAY) had 3 deviations, Delta (DAL) had 2 deviations, United (UAL) had 2 deviations, JetBlue (JBU) had 2 deviations, Avelo (VXP) had 1 deviation, Sun Country (SCX) had 1 deviation and Air Canada (ROU) had 1 deviation. This office continues to work with representatives from the airlines, private jets and the SRQ ATCT to ensure compliance with SRQ Five & SRKUS Four Departure Procedures (NADP for Runway 32).





RUNWAY UTILIZATION

The overall runway utilization for the month of **December 2022** is distributed as follows:

Operations	Runway 04	Runway 22	Runway 14	Runway 32
Arrivals	5%	1%	51%	42%
Departures	15%	3%	47%	35%

AGENDA ITEM NO. 8.6

SARASOTA MANATEE AIRPORT AUTHORITY DEVELOPMENT/COMMUNITY RELATIONS & ACTIVITY REPORT January 30, 2023

SRQ AMBASSADORS

In December, the SRQ Ambassadors volunteered 677 hours. Our Ambassadors gave1 guided tour with 62 participants during the month.

MEDIA RELATIONS

Met with or contacted this month by reporters from the Sarasota Herald-Tribune, the Bradenton Herald, ABC7, SNN TV, Bay News 9 and News Channel 8.

Mark Stuckey, Executive Vice President, Chief of Staff: December 16, 2022 - January 13, 2023

Dec. 16	Conference call with BACVB and UK marketing firm Gosh PR
Dec. 21	On-camera & phone interviews with ABC-7, SNN, BH, SHT regarding Southwest Airlines cancellations. Media interviews conducted multiple days between Dec.
	21 and Jan. 3.
Jan. 6	Held SRQ Projects Meeting with General Staff

Fredrick Piccolo, President, CEO: January 12, 2023 - January 26. 2023

January 12	Council of Govt's Meeting
January 18	Speaker: Leadership Manatee Panel Discussion
January 24	Speaker: Sarasota County Bar Association Senior Counsel
January 25	Manatee Chamber Board Meeting
January 26	Bradenton Area EDC Board of Directors

Mr. Piccolo participates in various impromptu media interviews throughout the month

ACTIVITY REPORT DECEMBER 2022

January 30, 2023 Board Meeting - Department Reports

ACTIVITY REPORT SARASOTA-MANATEE AIRPORT AUTHORITY SARASOTA BRADENTON INTERNATIONAL AIRPORT

ACTIVITY MONTH:

DECEMBER

	-	-	V 6	2022 YEAR	2021 YEAR	34	12 MONTHS ACTIVITY THRU DECEMBER		%
	2022	2021	CHANGE	TO DATE	TO DATE	CHANGE	2022	2021	CHANGE
NS									
	2,985	3,425	-12.85%	30,111	32,371	-6.98%	30,111	32,371	-6.98%
	1,495	1,422	5.13%	14,284	13,308	7.33%	14,284	13,308	7.33%
)N	5,47.4	6,468	-15.37%	72,470	73,523	-1.43%	72,470	73,523	-1.43%
	156	290	46.21%	2.145	3,110	-31.03%	2,145	3,110	-31.03%
T	10,110	11,605	-12.88%	119,010	122,312	-2.70%	119,010	122,312	-2.70%
(Local)	2,408	2,200	9.45%	33,720	35,152	-4.07%	33,720	35,152	4.07%
ONS	12.518	13,805	-9.32%	152,730	157,464	-3.01%	132,730	157,464	-3.01%
S:									
ON	181,407	164,459	10.31%	1,927,529	1,583,236	21.75%	1.927.529	1,583,236	21,75%
OFF	196,368	182,809	7.42%	1,920,077	1,580,307	21.50%	1,920,077	1,580,307	21.50%
TOTAL	377,775	347,268	8,78%	3.847,606	3,163,543	21.62%	3,847,606	3,163,543	21.62%
	OFF	2,985 1,495 1,495 5,474 156 T 10,110 (Local) 2,408 DNS 12,518 S: ON 181,407 OFF 196,368	2,985 3,425 1,495 1,422 1,495 1,422 1,5474 6,468 1,56 290 1,505 1,	2022 2021 CHANGE 2,985 3,425 -12.85% 1,495 1,422 5.13% 1,495 1,422 5.13% 1,566 290 46.21% 1 10,110 11,605 -12.88% (Local) 2,408 2,200 9,45% DNS 12,518 13,805 -9,32% S: ON 181,407 164,459 10,31% OFF 196,368 182,809 7,42%	NS 2,985 3,425 -12.85% 30,111 1,495 1,422 5,13% 14,284 0N 5,474 6,468 -15.37% 72,470 156 290 46,21% 2,145 0T 10,110 11,605 -12.88% 119,010 0NS 12,518 13.805 -9.32% 152,730 S: ON 181,407 164,459 10,31% 1,927,529 OFF 196,368 182,809 7,42% 1,920,077	NS 2,985 3,425 -12.85% 30,111 32,371 1,495 1,422 5.13% 14,284 13,308 N 5,474 6,468 -15.37% 72,470 73,523 156 290 46.21% 2.145 3.110 T 10,110 11,605 -12.88% 119,010 122,312 (Local) 2,408 2,200 9,45% 33,720 35,152 ONS 12,518 13.805 -9.32% 152,730 157,464 S: ON 181,407 164,459 10,31% 1,927,529 1,583,236 OFF 196,368 182,809 7,42% 1,920,077 1,580,307	NS 2,985 3,425 -12.85% 30,111 32,371 -6.98% 1,495 1,422 5.13% 14,284 13,308 7.33% 5,474 6,468 -15.37% 72,470 73,523 -1.43% 156 290 -46,21% 2.145 3.110 -51,03% 17 10,110 11,605 -12.88% 119,010 122,312 -2.70% 10,110 12,518 13.805 -9.32% 152,730 157,464 -3.01% 155 12.518 13.805 -9.32% 152,730 157,464 -3.01% 155 10,31% 156 12,312 -2.70% 156,368 182,809 7,42% 1,920,077 1,580,307 21,50%	NS 2022 2021 CHANGE TO DATE TO DATE CHANGE 2022	NS 2022 2021 CHANGE TO DATE TO DATE CHANGE CHANGE 2022 2021

SARASOTA BRADENTON INTERNATIONAL AIRPORT TOTAL PASSENGERS - DECEMBER 2022 MONTH / YEAR-TO-DATE COMPARISON

	MO		Control 1		YEAR-TO -DAT		YTD MKT SHARE	100
AIRLINES	2022	2021 %	CHG	2022	2021	% CHG	2022	2021
MAJOR CARRIERS]								
AIR CANADA	4,897	0 11	100.0%	9,142	0	0.0%	0.3%	0.0%
ALLEGIANT	88,873	61,227	45.2%	792,013	527,223	50.2%	21.7%	19.6%
VVELO	5,122	0	100,0%	43,815	0	100,0%	1.2%	0.0%
BREEZE	4,147	.0	100.0%	14,673	0	100,0%	0.4%	0.0%
DELTA	67,191	58,293	15,3%	784,937	639,047	22.8%	21.5%	23.7%
LITE AIRWAYS	0	530	0.0%	200	2,323	-91.4%	0.0%	0.1%
RONTIER	3,250	2,867	13.4%	34,554	82,440	-58.1%	1.0%	3,1%
ETBLUE	19,631	21,177	-7.3%	210,874	166,046	27.0%	5.8%	6.2%
JNITED	33,091	35,451	-6.7%	260,732	182,821	42,6%	7.2%	6,8%
MERICAN	52,721	27,485	91.8%	420,866	291,702	44.3%	11.5%	10.8%
SOUTHWEST	81,073	96,782	-16.2%	1,032,587	781,945	32.1%	28.3%	29.0%
SUN COUNTRY	6,556	4,086	60.5%	43,341	23,647	83.3%	1.2%	0.9%
MAJOR TOTAL:	366,552	307,898	19.0%	3,647,734	2,697,194	35.2%	100.0%	100.0%
PSA AIRLINES - American REPUBLIC - American	2,630	11,715 3,708	-77.6% -50.5%	71,706	92,108	-22.2% -79.9%	36,3%	19.9%
MESA AIRLINES-United Express PSA AIRLINES - American	2,801	6,004	-53.3%	18,785 71,706	85,600 92,108	-78,1% -22,2%	9.5%	18,5%
	The second second			15,346	76,306	-79.9%	7.8%	16.5%
Republic - United	602	6,553	-90.8%	50,626	87,257	-42.0%	25,6%	18,9%
Republic-Delta	0	1,802	0.0%	8,159	26,710	-69.5%	4.1%	5.8%
SKY WEST - United	2,948	3,940	-25.2%	13,749	30,953	-55.6%	7,0%	6.7%
ENDEAVOR-Delta	0	0	0.0%	0	411	-100.0%	0.0%	0.1%
ENVOY-American	136	5,380	-97.5%	19,166	63,383	-69.8%	9,7%	13.7%
REGIONAL TOTAL:	10,952	39,102	-72.0%	197,537	462,728	-57.3%	100.0%	100.0%
DOMESTIC-CHTR]								
	0	0	0,0%	0	0	0.0%	0,0%	0.0%
REPUBLIC-Charter				2,129	3,621	-41,2%	1.1%	100.0%
SUN COUNTRY	271	268	1,1%					
		268	0.0%	206	0	100,0%	0,1%	0.0%
SUN COUNTRY	271					-35.5%	0,1%	100.0%
SUN COUNTRY SWIFT AIR	271	0	0.0%	206	0			

SARASOTA BRADENTON INTERNATIONAL AIRPORT TOTAL YOY PASSENGER COMPARISON - BY MONTH

_	7	2022								
							2021			YOY
JAN	160,119	141,562	508	302,189	JAN	88,497	37,983	224	126,704	138.5%
FEB	173,945	166,165	355	340,465	FEB	99,526	60,006	240	159,772	113.1%
MAR	244,551	198,131	164	442,846	MAR	160,206	117,072	312	277,590	59.5%
APR	234,933	150,693	387	386,013	APR	177,077	116,762	326	294,165	31,2%
MAY	187,689	144,416	326	332,431	MAY	167,314	120,748	489	288,551	15.2%
JUNE	188,770	98,970	318	288,058	JUNE	169,587	143,015	307	312,909	-7.9%
JULY	184,958	98,167	0	283,125	JULY	173,122	153,403	422	326,947	-13.4%
AUG	149,079	87,720	0	236,799	AUG	118,183	125,072	594	243,849	-2.9%
SEPT	111,733	78,672	0	190,405	SEPT	98,879	89,384	553	188,816	0.8%
OCT	190,148	117,864	0	308,012	OCT	146,681	128,076	572	275,329	11.9%
NOV	222,438	137,050	0	359,488	NOV	155,898	164,638	1,107	321,643	11.8%
DEC	238,222	139,282	271	377,775	DEC	175,135	171,335	798	347,268	8.8%
TOTAL:	2,286,585	1,558,692	2,329	3,847,606	TOTAL:	1,730,105	1,427,494	5,944	3,163,543	21,6%

AGENDA ITEM NO. 8.7

SARASOTA MANATEE AIRPORT AUTHORITY ENGINEERING, PLANNING & FACILITIES ACTIVITY REPORT JANUARY 30, 2023

ENGINEERING

SRQ Parking Lot Modifications

Staff has bid the expansion portion to the long-term and overflow lot due to recent increase in airline traffic. The Authority awarded the low-responsive bidder at the January 2021 Board meeting, and staff conducted pre-construction meeting. An NTP was issued in March 2021. The long term and shade lots are substantially complete. Contractor began construction in the Ready Return Lot to expand parking and will install a covered sidewalk to terminal from Long-term. A CO was issued to design and permit a Remote Lot and Park and Ride Lots. Both Lots have been bid; staff received approval from City and County permit applications. Contractor has mobilized to Remote Lot and environmental controls and grading work is underway.

→ Baggage Handling System Project

The Baggage Handling System Project will consolidate the three-existing mini-inline systems into one fully inline system. This project will allow all bag belts in ticketing to feed to one checked baggage inspection room and will allow for redundant screening machines. Vic Thompson Company (VTC) was ranked first at the August Board meeting and a contract was executed for the work. VTC has completed design plans and TSA has approved them. Construction funding originally scheduled for March of 2023, has been accelerated to September of 2022. The project was advertised for bids and the low responsive bidder was approved at the May 2022 Board meeting. Staff received funding from TSA and conducted a preconstruction meeting in October. A Notice to Proceed was issued on December 7th, 2022, with construction to begin in February. Project duration is 24-months.

→ Consolidated Rental Car Facility Project

The Consolidated Rental Car Facility project will relocate all three rental car families to one lot to perform maintenance, fueling, cleaning, and storage. The Project will allow for future development of property along University Parkway and will improve efficiency of the Rental Car's Quick turn-around process. Project was advertised for architectural/engineering qualifications, and the Authority selected PGAL to design, permit, and bid the project. Project design is complete and is being permitted with the City of Sarasota and Manatee County. The project will be bid in three separate projects including the Cell Lot, Storage Lot, and the QTA project.

- The Cell Lot bid package was advertised for bid, and the low responsive bidder was approved
 at the May Board meeting. An NTP was issued November 14th, 2022, and the Contractor has
 mobilized to site, site has been cleared, existing structure has been demolished, and grading
 and earthwork is underway.
- The QTA Bid Package has been suspended until the beginning of 2023 to allow sufficient time to rezone the property, located in City, to commercial.

Ground Transportation Center Project

The Ground Transportation Center project will reconfigure and expand the ground transportation area at the west end of baggage claim. The Project will improve efficiency and space for ground transportation including TNCs, taxis, bus, and limos. Project was advertised for architectural/engineering qualifications, and the Authority selected AVCON to design, permit and bid the project. A design kickoff meeting was conducted on July 24, 2021, and the consultant is completing final bid documents for bidding. The low responsive bidder was approved at the November board meeting, contracts have been executed, and staff has conducted a preconstruction meeting, and submittals are being reviewed. Anticipate contractor mobilizing to site in March.

> 15th Street Observation Area Project

The 15th Street Observation Area will improve the area off 15th Street East that is currently utilized for parking and aircraft viewing. Improvements will include a seating area, shade, lighting, pavement parking, landscape, and other enhancements. Project was advertised for architectural/engineering qualifications, and the Board selected Sweet Sparkman as the number one ranked firm to complete the design, bidding and permitting for the project. Staff has negotiated the scope and fees and approval was received at the November Board meeting. A funding agreement with Manatee County

has been executed, and the contract with the approved architect has been executed. Preliminary concepts have been submitted to staff for review. Design is on hold pending responses from Manatee County Transportation.

+ Commercial Apron Expansion Project

The Commercial Apron Expansion project will expand the commercial apron to the East to allow for additional Remain Over Night (RON) parking and overflow hardstand parking for commercial aircraft. This project will address capacity restraints caused by inclement weather and will allow additional growth from existing airlines. Project was advertised for architectural/engineering qualifications, three firms selected by staff made presentations to Board in May. EG Solutions was selected as the number one ranked firm and a contract was executed for the design, bidding, and permitting of this project. EG Solutions has prepared design plans, the project was advertised for bids, and the low responsive bidder was approved at the May Board meeting. An NTP was given July 11, 2022, and contractor has mobilized to site. The contractor is grading the site, installing base, and storm drain pipe and structures.

→ Terminal Concourse Expansion Project

The Terminal Concourse Expansion project will expand existing Concourse B to provide increased holding room areas, concession areas and support facilities, airline podium upgrades, and upgrade escalators within terminal. Project will also begin design and permitting for a new Ground Boarding Facility. The Expansion Project will be designed and constructed in multiple work packages. The following are current updates on each work package:

- Work Package 1: Board approved procurement of the escalators. Final drawings and pricing
 is underway on improvements required for installation of the escalator package.
- Work Package 2: Concourse B Realignment work package has been approved by Board and material has been ordered. Current schedule will begin construction mid-January.
- Work Package 3: The Utility Relocation Package has been bid with local subcontractors and the GMP Amendment was approved at the November Board meeting.
- Work Package 4: CEP upgrades; work package is in bidding anticipate bring GMP to Special Board meeting in February.
- Work Package 5: Ground Boarding Facility; work package is in bidding; anticipate bringing GMP to Special Board meeting in February. Sarasota County has approved site plan, building permit review is underway.
- Work Package 6: Concourse B Improvements & Dedicated outside Air Systems (DOAS);
 work package is in final design and staff anticipates bringing to March Board meeting.
- Work Package 7: Fire Alarm Upgrades and Modifications is nearing 30% design plans.

→ General Aviation FIS (GAF) Project

The GAF project will design, permit, and construct a new General Aviation Federal Inspection Facility for CBP. The project will allow CBP to clear GA aircraft through a facility in the North Quad, allowing Southwest to continue to operate from Gate B8. Project was advertised for architectural/engineering qualifications, and the Board selected C&S Engineers. C&S is preparing 100-percent design plans for review. FDOT has executed a funding grant to fund 50/50 of the construction costs. Staff advertised project for bids and received no bids on this project. Staff will be readvertising project in January.

+ Taxiway Charlie & Foxtrot Rehabilitation Project

The Taxiway C & F rehab project will design, permit and rehabilitate Taxiways Charlie and Foxtrot. Project will also include airfield lighting and sign replacement as needed. The Board awarded the contract to Hanson Professional Services, Inc., at their January meeting and a design kick-off meeting was held June 11th. Hanson completed the design of the project, and the project was advertised for construction bids. The low responsive bidder was approved at the April Board meeting. The FAA has noticed the grant, and staff has conducted the preconstruction meeting. Construction NTP has been issued for November 7th, 2022, contractor has mobilized to site, is nearly complete with the initial phase of milling and paving of Taxiway Charlie. The second phase of work will begin in January.

+ ASOS Relocation

Project will relocate the existing ASOS from the North quad to site near ASR. This relocation will allow for further development of the North quad. Staff received final plans and technical specifications from FAA. Staff is prepared the Construction Safety and Phasing Plan and has advertised project for bidding. Construction duration will be 4-months and will have minimal impacts on airport operations.

West Apron Expansion & Employee Lot Relocation

Project will expand the commercial apron on the west side south into the employee parking lot. The expansion will provide for three additional remain overnight parking aircraft parking positions. The apron expansion will impact the existing employee parking lot, which will be relocated and expanded to accommodate current and proposed employee parking. Kimley-Horn and Associates were selected for the design and have completed 90-percent design. Staff has bid the project and will bring the low responsive bidder to the March Board meeting.

Master Airport Parking Plan

Project will evaluate parking facilities needs for SRQ, and coordinate construction with terminal expansion and other airport projects. Staff has issued an RFQ for consultants and has short-listed two firms for presentation at the January Board meeting.

PLANNING

→ 2022 FDOT JACIP

Staff has updated the FDOT JACIP for FY 2023-2027.

FACILITIES

- **PROJECTS:** The Facilities Department is working on multiple projects and maintenance items: Ticket counter redesign, parking of cars, ARFF building repairs, baggage handling.
 - o ATCT: Planning clean-up of mechanical room. Water heater replacements.
 - Graphics: Large amount of signs and requests post Ian. Multiple banners made. Rental car signage and install.
 - Loading Bridge: Safety recall bolt replacement on hold, two left. Major mechanical PMC&S underway. Multiple repairs underway.
 - Public Works: Tear down and clean up for holiday parking. Trimming and removal of various vegetation in multiple locations. Ramp parking tear down.
 - o Airfield: Mowing of airfield. Cleaning of drainage structures. Training on new equipment. Edge line painting. Hole filling. Night walk for inspection. Part 139 preparation.
 - Conveyor Coverage: Met with SWA/Allegiant personnel about baggage handling and have formulated a plan. Hiring six (6) full time personnel to cover 7 days 18-20 hour days. Project to start in early February.
 - Industrial Mechanics: ADA ramp for B-15 done. T-Hangar roof repairs. Ongoing bridge and conveyor system repairs.
 - HVAC: Multiple PC-Air repairs. Installing material for the cooling upgrade in OPS server room. Rerouted condensate drainage for 5G equipment room. Monitoring/assisting with water treatment company switch.
 - o Electronics: Coordinating with various providers for cabling. Camera replacements and access control repairs. Consulting with contractors on various projects. Demolished D-3 service panel. Roof antenna mount evaluation.
 - Electrical: Various lamp replacements and repairs. Multiple repairs for roofing project.
 Ordering material for electric car charger station replacements.
 - o Carpentry: Installing plastic sheeting in ticket wing ceiling. Second floor SRQ completed. B-15 project. Replacement of waste piping under kitchen. Various plumbing repairs.
 - Vehicle Fleet: Two tractors at John Deere dealer. ARFF vehicle repairs. Tractor conversion from ditch to airfield mower.

January 30, 2023 Board Meeting - Department Reports

Janitorial: Moved to split three and two shift with 7 days a week coverage for floors,
 New floor equipment for bathrooms working well. Devising different scheduling strategies, Still experiencing retainage issues and advertising for employees.

→ TOTAL WORK ORDERS: 479

VEHICLE MAINTENANCE/EQUIPMENT REPAIR - 26 PMs, 49 work orders

SIGN/CADD - 7 PMs, 29 work orders

AIRSIDE (Airfield) - 5 PMs, 0 work orders

LANDSIDE (Landscape, Equip Oper, Public Works) - 60 PMs, 15 work orders

INDUSTRIAL TRADES - 126 PMs, 159 work orders

AGENDA ITEM NO. 8.8

SARASOTA MANATEE AIRPORT AUTHORITY INTERNAL AUDIT/RECORDS RETENTION DEPARTMENT AND INVESTMENT COMPLIANCE REPORT JANUARY 30, 2023 REGULAR MEETING

The following is a recap of Internal Audit Department projects and activities during December 2022:

External Audit: Assisted the external auditors from Plante Moran PLLC with the audit of the Authority's fiscal 2022 financial statements and single audit procedures relative to federal and state grant programs. PM staff were on-site the week of December 5 and continued working remotely the remainder of the month.

<u>Monthly Investment Activity Compliance Report:</u> There were no additions, sales, maturities or calls in the investment portfolio during December.

Risk Management: Following the landfall of Hurricane Ian on September 28, 2022, the Authority began pursuing recovery under its property insurance policy. Meetings with the Authority's agent and claims administrator continued throughout December and preliminary claim and recovery amounts were determined. Losses not recovered through our commercial policy will be pursued through FEMA. Work began on renewal applications for property, miscellaneous liability, and workers compensation.

<u>Parking</u>: Parking operations are reviewed and tested monthly by Internal Audit. A total of 358 one-day complimentary parking cards were issued to the Badge Office, Executive Office, Marketing, Properties, and Internal Audit. VIP parking cards were issued to 16 elected officials in Sarasota and Manatee Counties for their respective elected terms. One abandoned vehicle was auctioned during the month and two more are scheduled for auction in the next 60 days.

<u>Records Requests:</u> The Records Department received and processed 17 external/public record requests during the month.

<u>Management of Paper Records:</u> The Records Department received and processed 3 boxes of paper records during the month. The records were entered into records inventory and scanned. The paper will be destroyed as duplicates. A total of 6 bags of obsolete, superseded, and duplicate records equaling 4.06 cubic feet were shredded per Authority directives and in accordance with Florida statutes.

<u>Continuing Education</u>: During December, the Records Retention Coordinator provided records training to the incoming Director, Human Resources.

AGENDA ITEM NO. 8.9

SARASOTA MANATEE AIRPORT AUTHORITY INFORMATION TECHNOLOGY DEPARTMENT January 2023

System upgrades and implementation:

- Evaluation to determine redundancy and environmental needs for Network Operation Centers- Planning implementation of new server cabinets with new AC and fire suppression technologies- Airside complete.
- Additional fiber installation planned for Terminal and Concourse- In progress.
- Hardware refresh of computer systems- 190+ systems upgraded. Ongoing
- Security Awareness online training-Renewed/Ongoing.
- Anti-phishing solution to improve email security monitoring.
- Datacenter backup solution upgrade- In progress
- Uniti and Crown Castle circuit installations for redundant internet connectivity-In progress

Common Use:

- Install Common Use equipment at empty Ticket Counters- Complete
- Working with SWA on continual support for Ticket/Gate operations- ongoing
- Use of common use mobile carts for expanded gate capacity- ongoing.
- Allegiant Airlines Common Use migration- in progress
- Amadeus EASE system needs additional storage and server- in progress.
- Install and configure Common Use equipment in B15- in progress.

Phone System:

- Replacement of pay phones with Courtesy phones- In progress.
- ShoreTel phones will continue their upgrade to new Mitel phones- Ongoing.
- Install new conference room phones to improve calls/Teams meetings -Complete

SRQ Web Page:

 Ongoing updates- Website refresh including Home screen updates, Updated pictures and content- New site is live and updates are in progress.

IT Assessment

Ongoing: Updating policies and procedure to comply with NIST, CJIS and CIS frameworks.

<u>Training:</u>

- Network +\ MCP Certification- In progress
- CCNA Certification- Complete
- MCA Training- In progress
- MCE Training- Complete
- CJIS Training- Complete

Project Coordination:

- Conversion to digital record with Internal Audit- working with Purchasing and Internal Audit for scanning of documents including CAD files.
- FOTS cabinet upgrades- identify replacement UPS/ Cooling options- In progress.
- Distributed Antenna System (DAS) install by Crown Castle- Verizon evaluating installation.
- Airport Wide WIFI system upgrades- New APs and equipment upgrades in progress.
- Working with Facilities to setup new NOC to support growth of TC1- in progress.
- Working with Facilities to setup new Telecom closet at revenue house- in progress.
- New Managed Network Services provider- in progress
- Coordinate with Allegiant Airlines for Common Use- In progress.