

August 28, 2023 Board Meeting

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



August 28, 2023 01:00 PM

Agenda Topic	Presenter	Page
1. Call to Order, Invocation, and Pledge to Flag	Chairman Jackson	
2. Introduction of New Employees	Pamela Kantor	
3. Approval: Minutes of Board Meeting of May 22, 2023	Chairman	3
4. Public Comments - Items on the Agenda	Chairman	
Members of the public who wish to speak on a topic, whether on the agenda or not, are asked to fill out a Citizen's Comment card and present it to the Board Secretary. This is the time for anyone wishing to speak on ANY agenda item, even those that may involve a contract in excess of the \$500,000 threshold amount. A later item on the agenda is set aside for those wishing to speak on items NOT on the agenda.		
5. Items Needing Action	Fredrick J. Piccolo	9
5.1 Approval: Agreement for Sign Easement "Welcome to Manatee" Sign		9
5.2 Approval: Utility Easement to Manatee County for Vacation of Segment of Suwanee Avenue		20
5.3 Approval: Third Amendment to Lease and Concession Agreement - Host International, Inc.		24
5.4 Approval: Second Amendment to Lease and Concession Agreement - Paradies-Shell Factory III, LLC		29
5.5 Approval: Amendment to SMAA Purchasing Policy		34
5.6 Approval: Increase Contract Scope for Terminal Expansion Project with Gresham Smith		42
5.7 Approval: Time Performance Incentive Clause for the Terminal Expansion Project		74
5.8 Ratification: Terminal Expansion Builders Risk Insurance - ACE American Insurance Company (Chubb Limited)		75
5.9 Approval: Resolution 2023-08 FEMA 404 Hazard Mitigation Grant		76

5.10	Set Public Hearing for Revisions to the Minimum Standards for Aeronautical Activities		145
5.11	Set Public Hearing for Resolution 2023-06 Adoption of Fiscal Year 2024 Budget		
6.	Items Needing Action - Over \$500,000 Threshold	FJP	246
The following item(s) involve a contract in excess of the threshold of \$500,000 and pursuant to Section 332.0075(3)(b) F.S., a reasonable opportunity for public comment must be offered before their approval, award, or ratification.			
6.1	Approval: Increase Contract Scope for the Terminal Expansion Project with DeAngelis Diamond-Magnum		246
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8.	Attorney Presentations	C Dan Bailey	
9.	Old/New Business	Chairman	
10.	Public Comments - Items Not on the Agenda	Chairman	
Anyone wishing to speak on items not on the agenda must complete a Citizen's Comment card and present it to the Board Secretary. Comments are limited to five minutes per person. No individual may give their time to another speaker.			
11.	Comments by Commissioners	Chairman	
12.	Adjournment	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.



Minutes for May 22, 2023 Board Meeting

05/22/2023 | 01:00 PM

Attendees Board:

Carlos Beruff; Doug Holder; Kristin Incrocci; Robert Spencer

Attendees Staff:

Fredrick Piccolo; Kent Bontrager; Pamela Kantor; Mark Stuckey; C. Dan Bailey, Airport Counsel; Dori Guzman

Agenda

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

Vice Chair Incrocci called the meeting to order at 1:00 p.m., gave the invocation and led the pledge of allegiance to the flag.

Item 2. Introduction of New Employees

Pamela Kantor introduced Reina Mora-Blackwelder, Part Time Communications Specialist; and Jeraldo Aponte, Traffic Control Specialist. There were four additional new hires in April.

Item 3. Approval of Minutes of Regular Meeting of March 27, 2023

The Board unanimously approved the minutes of the Regular Meeting of March 27, 2023.

Item 4. Public Comments - Items on the Agenda

There were no public comments regarding items on the agenda.

Item 5. Presentations

Item 5.1 Professional Planning, Engineering, and Architectural Design Services for Air Cargo Expansion and/or Facilities Vehicle Storage Modifications (RFQ 01-2023-ACE)

Mr. Piccolo advised that staff received RFQs from qualified firms capable of providing planning, engineering, and architectural services for design, permitting, bidding, and construction phase services to reconfigure and expand the Air Cargo Facility and/or Vehicle Storage Facility. Five firms submitted their qualifications, and three firms were deemed by staff to be the most qualified and presented to the Board: EXP U.S. Services, Inc; Fleischman Garcia

Maslowski; and Prime Engineering. Mr. Bailey explained the general protocol and voting process. Each firm presented in alphabetical order. The Board selected their first-choice firm, with Mr. Bailey conducting the ballot voting process.

Item 5.2 Professional Engineering and Architectural Design Services for Industrial Facility Development Project (Q-230007)

Mr. Piccolo advised that staff received RFQs for a qualified firm capable of providing engineering and architectural design, permitting, bidding, and construction phase services for the construction of light industrial facilities within the Airport-owned Property #2, #3, and #9. Five firms submitted proposals, and three firms were deemed by staff to be qualified and presented to the Board: Avid Group; Goldwyn Mills Cawood; and Margulies Hoelzli Architecture. Mr. Bailey explained the general protocol and voting process. Each firm presented in alphabetical order. The Board selected their first-choice firm, with Mr. Bailey conducting the ballot voting process.

Item 6. Items Needing Action

Item 6.1 Professional Planning, Engineering, and Architectural Design Services for Air Cargo Expansion and/or Facilities Vehicle Storage Modifications (RFQ 01-2023-ACE)

The Board ranked the firms as follows:

- #1 Prime Engineering
- #2 EXP U.S. Services, Inc.
- #3 Fleischman Garcia Maslowski

Contract negotiations will begin with the first ranked firm of Prime Engineering and a contract will be brought back to the Board if successful.

MOTION: Commissioner Spencer moved to approve the selected firm of Prime Engineering as the first ranked firm; and for staff to negotiate scope and fees and if successful present a contract for approval at the next Board meeting, and to prepare all documents necessary to implement this action. Commissioner Holder seconded. **MOTION PASSED UNANIMOUSLY (4-0).**

Item 6.2 Professional Engineering and Architectural Design Services for Industrial Facility Development Project (Q-230007)

The Board ranked the firms as follows:

- #1 Margulies Hoelzli Architecture
- #2 Goldwyn Mills Cawood
- #3 Avid Group

MOTION: Commissioner Spencer moved to approve the selected firm of Margulies Hoelzli Architecture as the first ranked firm; and for staff to negotiate scope and fees; and if successful present a contract for approval at the next Board meeting; and to prepare all documents necessary to implement this action. Commissioner Holder seconded. **MOTION PASSED UNANIMOUSLY (4-0).**

Item 6.3 Common Use Expansion Services

Staff is seeking Board authorization to piggy-back on a contract used at Gerald R. Ford International Airport (GFIAA) in Grand Rapids, Michigan for our Common Use Airline Support System to improve airline and customer service at ticket counters and gates. This will result in significantly lower costs.

MOTION: Commissioner Beruff moved to authorize staff to proceed with the purchase of an expanded Common Use System through AeroCloud, including any design, hardware, and installation costs in the amount of \$65,944.48 to include a three-year service agreement not to exceed \$95,000 annually, with an option to extend for two one-year periods; and authorize the President, CEO to execute any and all documents necessary to implement this action. Commissioner Holder seconded. **MOTION PASSED UNANIMOUSLY (4-0).**

Item 6.4 Increase Contract Scope for Construction of Baggage Handling System Project with Archer Western Construction

Staff is requesting Board authorization for an increase in contract scope for the Baggage Handling System Project with Archer Western Construction. The additional scope is for changes in utility work related to the Ground Board Facility.

MOTION: Commissioner Beruff moved to authorize staff to increase the contract scope and fee in the amount of \$199,697.00 for the Baggage Handling System Project with Archer Western Construction; and for staff to prepare all documents necessary to implement this action. Commissioner Spencer seconded. **MOTION PASSED UNANIMOUSLY (4-0).**

Item 6.5 Award Fifth Amendment to General Ground Lease with Aircraft Service International, Inc. dba Menzies Aviation

Due to increased demand, Menzies Aviation is seeking to construct and install additional pumps, filtration equipment, loading islands, electrical and mechanical upgrades, and parking surfaces on the premises. Improvement costs are estimated at \$4,642,877.50, proposed to be shared equally by the Authority and Menzies. The proposed Amendment includes a five-year extension to the term of the lease, through May 31, 2032 and an increase in

fuel flowage fees assessed to the airlines from \$0.032/gallon to \$0.0332/gallon, beginning October 1, 2025; and from \$0.0332/gallon to \$0.034/gallon beginning June 1, 2027. Proposed fees to be divided equally between the Authority and Menzies and will cease once full recovery of the cost of the improvements has been received.

MOTION: Commissioner Beruff moved to approve the Fifth Amendment to the General Ground Lease with Aircraft Service International, Inc dba Menzies Aviation as presented. Commissioner Holder seconded. **MOTION PASSED UNANIMOUSLY (4-0).**

Item 6.6 Lease and Concession Agreement with Host international, Inc.

In response to demand, Host International would like to construct, operate, and maintain an additional bar with food at the far end of Concourse B. The proposed Concession Agreement includes a ten-year term for approx. 500 sf of retail area; 200 sf of storage area; minimum initial capital investment of \$225,000; minimum midterm capital investment of \$37,500; and an annual concession fee equivalent to the greater of 85% of prior year gross receipts or 17% of current year gross receipts.

MOTION: Commissioner Beruff moved to approve the Lease and Concession Agreement with Host International, Inc. as presented. Commissioner Holder seconded. **MOTION PASSED UNANIMOUSLY (4-0).**

Item 6.7 Resolution 2023-05 Reimbursement Resolution Authorizing Commercial Financing

To ensure sufficient funding during the current design, construction and expansion projects, staff is requesting approval of Resolution 2023-05, which will ensure sufficient funding is readily available to the Authority to pay its share of costs, to prefund certain grant-eligible project costs, and pay for certain potential auxiliary projects and/or sudden costs that may be required to complete the projects. Financing is proposed to be in the form of a commercial tax-exempt note or line of credit in an amount not to exceed \$75,000,000. This request and resolution is precautionary, to ensure readily available cash flow for existing projects only.

MOTION: Commissioner Beruff moved to approve Resolution 2023-05, Reimbursement Resolution Authorizing Commercial Financing. Commissioner Holder seconded. **MOTION PASSED UNANIMOUSLY (4-0).**

Item 7. Items Needing Action – Over \$325,000 Threshold

Item 7.1 Approval of Construction Phase Professional Services Contract with Kimley-Horn & Associates for West Commercial Apron Project

Staff is requesting the Board authorize Kimley-Horn to provide construction phase services to expand the Remain Overnight (RON) aircraft parking stands. Project is 50% funded by Florida Department of Transportation.

MOTION: Commissioner Beruff moved to authorize the Chairman to execute a construction phase professional services contract with Kimley-Horn for the West Commercial Apron Project in an amount up to \$397,695.13, with a 10% contingency for a total budget of \$437,464.00. Commissioner Holder seconded. **MOTION PASSED UNANIMOUSLY (4-0).**

Item 7.2 Approval of Construction Contract Award to E.O. Koch Construction for the West Commercial Apron Project

Five bids were received, with four deemed to be regular and responsive regarding the construction of the commercial concrete apron (West Commercial Apron Project). After evaluation, staff recommends award of the project to the low responsive bidder, E.O. Koch Construction.

MOTION: Commissioner Beruff moved to authorize the Chairman to execute a construction contract with E.O. Koch Construction for the West Commercial Apron Project in an amount up to \$8,890,708.80 with a 10% contingency for a total budget of \$9,779,780.00. Commissioner Holder seconded. **MOTION PASSED UNANIMOUSLY (4-0).**

Item 8. Department Reports

- 8.1 Financial Statements
- 8.2 Investment Portfolio
- 8.3 Finance & Administration
- 8.4 Real Estate Development & Properties
- 8.5 ARFF, Operations & Police
- 8.6 Development/Community Relations & Activity Report
- 8.7 Engineering, Planning & Facilities
- 8.8 Internal Audit & Investment Compliance
- 8.9 Information Technology

Item 9. Old/New Business

There was no old/new business.

Item 10. Public Comments - Items Not on the Agenda

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

Item 11. Comments by Commissioners

There were no comments by the commissioners.

Item 12. Adjournment

The meeting was adjourned at 2:39 p.m.

ATTEST:

APPROVE:

Robert Spencer, Secretary

Jeffrey Jackson, Chairman

Draft

AGENDA ITEM NO. 5.1

**SARASOTA MANATEE AIRPORT AUTHORITY
AUGUST 28, 2023 REGULAR MEETING
STAFF NARRATIVE**

APPROVAL: AGREEMENT FOR SIGN EASEMENT "WELCOME TO MANATEE COUNTY" SIGN

EXECUTIVE SUMMARY: The Authority proposes to grant an easement to Manatee to maintain its "Welcome to Manatee County" sign.

NARRATIVE: On September 27, 2004, the Authority and Manatee County executed a Letter of Agreement Authorizing the County to use a 0.21 acre parcel on U.S. 41 adjacent to the county line to install a "Welcome to Manatee County" sign and for landscaping and maintenance associated with the sign. The sign was subsequently installed by the County, but the parties now propose to terminate the 2004 LOA and supplant it with the attached Sign Easement Agreement whereby the Authority will grant a recordable easement to the County for a term of ten (10) years, for the replacement and maintenance of the sign, including necessary infrastructure, landscaping, irrigation and other related improvements, all at the County's cost and expense.

RECOMMENDED MOTION: It is hereby recommended that the Sarasota Manatee Airport Authority approve the attached Agreement for Sign Easement, and Authorize its Chairman to sign it.

THIS INSTRUMENT PREPARED BY:

Caitlyn DeLoach, Senior Real Property Specialist
On behalf of Charles Meador, Property Acquisition Division Manager
Manatee County Property Management Department
1112 Manatee Avenue West, Suite 800
Bradenton, Florida 34205

PROJECT NAME: Manatee County Welcome Sign
PID NO: 6844700139

SPACE ABOVE THIS LINE FOR RECORDING DATA

SIGN EASEMENT AGREEMENT

THIS SIGN EASEMENT AGREEMENT (Agreement) is made and entered into by **SARASOTA - MANATEE AIRPORT AUTHORITY**, a body politic and corporate existing under the laws of the State of Florida (**Grantor**), whose mailing address is 6000 Airport Circle, Sarasota, Florida 34243 and **MANATEE COUNTY**, a political subdivision of the State of Florida (**Grantee**), whose mailing address is Post Office Box 1000, Bradenton, Florida 34206 and whose street address is 1112 Manatee Avenue West, Bradenton, Florida 34205. Grantor and Grantee are sometimes collectively referred to herein as "Parties" and individually as "Party".

WHEREAS, Grantor is the owner and operator of the Sarasota Bradenton International Airport which includes a 9,179 square feet parcel (the "Sign Parcel") fronting on U.S. 41 (S.R. 45) in Manatee County, Florida, more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference; and

WHEREAS, on September 27, 2004, Grantee and Grantor executed a Letter of Agreement (the "2004 LOA") wherein Grantor authorized Grantee to use certain property of the Grantor to install a "Welcome to Manatee County" sign (the "Sign") and for landscaping and maintenance thereof; and

WHEREAS, the Sign was subsequently installed by Grantee and the Parties now intend by this Agreement to mutually terminate the 2004 LOA and formalize the terms upon which the Grantor will hereby grant an easement to the Grantee, for a term of years, for the maintenance of the Sign on the Sign Parcel.

NOW, THEREFORE, in consideration of the aforesaid premises, the mutual terms, covenants and conditions set forth herein and other good and valuable consideration, the adequacy, sufficiency, and receipt of which are hereby acknowledged, the Parties agree as follows:

1. **RECITALS**. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **GRANT OF EASEMENT.** Grantor hereby grants to Grantee, its employees, agents, invitees, consultants, contractors, and subcontractors the right to enter onto the Sign Parcel for the purposes of maintaining the existing Sign, or installing a replacement sign, including necessary infrastructure, landscaping, irrigation and other related improvements, all at Grantee's sole cost and expense; and to that end, Grantee accepts the Sign Parcel in its existing ("as is") condition, and being free of any defect. If Grantee plants any trees on the Sign Site, they shall not be permitted to grow to a height that penetrates the imaginary surfaces established by 14 C.F. R., Part 77; and Section 403.2C. of the Manatee County Land Development Code restricting potential hazards to navigable airspace. However, Grantor, rather than Grantee, shall assume responsibility for monitoring the height of the trees, and at such time as they are found to penetrate the imaginary surfaces, Grantor shall provide written notice of same to Grantee, and Grantee shall, within thirty days, take steps to trim the trees so that they no longer penetrate those surfaces.
3. **TERM.** The easement granted by this Agreement shall be for a period of ten (10) years, commencing on the Effective Date of this Agreement and terminating on the tenth anniversary following the Effective Date. Prior to termination, Grantee shall have removed all improvements within the Sign Parcel. Grantee shall record a release of the easement in the Official Records of Manatee County, Florida, to evidence termination of the easement.
4. **EFFECTIVE DATE.** This Agreement shall become effective on the date upon which the last Party executes it (the "Effective Date").
5. **AMENDMENTS.** This Agreement may not be amended, canceled, changed, discharged, modified, rescinded, supplemented, or terminated except as expressly provided herein, or by an instrument in writing executed by the Parties hereto.
6. **RECORDING.** Grantee may, at its expense, record this Agreement in the Official Records of Manatee County.
7. **2004 LETTER OF AGREEMENT.** This Agreement supersedes and replaces the 2004 LOA; and the Parties obligations under that instrument are hereby terminated. The Parties hereby waive any and all rights each may have, if any, to enforce compliance with the 2004 LOA and relieve one another from any obligations arising from the 2004 LOA.
8. **AUTHORIZATION.** Each Party represents to the other that such Party has the requisite power and authority under all applicable laws to enter into this Agreement, that all of the procedural requirements imposed by law upon each Party for the approval and authorization of this Agreement have been properly completed, and that the persons who have executed the Agreement on behalf of each Party are authorized and empowered to execute said Agreement.

9. **BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors, and permitted assignees.
10. **ENTIRE AGREEMENT.** This Agreement and Exhibit A attached hereto contain the final and entire agreement between the Parties with respect to the Sign Parcel and this Agreement supersedes all prior negotiations, understandings, representations, or agreements, both written and oral. The Parties shall not be bound by any terms, covenants, conditions, statements, warranties, or representations, written or oral, not contained herein.
11. **FORCE MAJEURE.** No Party shall be required to perform any obligation under this Agreement or be liable to the other for any delay or failure to perform or damages for said delay or failure so long as performance or non-performance of the obligation is delayed, caused, or prevented by an act of God, an act of terrorism, a civil commotion, an earthquake, an epidemic, a pandemic, a failure or disruption of utility services, a fire, a flood, a hurricane, an insurrection, a sinkhole, a tornado, an unusual transportation delay, or other like cause, and which by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome (Force Majeure Event). All time periods shall toll for the period that the Force Majeure Event prevents performance under this Agreement.
12. **INTERPRETATION.** The Parties have had equal input into the drafting of this Agreement and have been represented by counsel in negotiating this Agreement's terms. Neither this Agreement nor any uncertainty or ambiguity in this Agreement shall be construed against either Party, whether under any rule of construction or otherwise. On the contrary, this Agreement shall be construed and interpreted according to the ordinary meaning of the words used so as to accomplish fairly the purposes and intentions of the Parties. The Parties have each carefully read the terms and conditions of this Agreement and know and understand the contents and effect of this Agreement.
13. **LEGAL FEES AND COSTS.** In the event that it becomes necessary for either Party to bring suit to enforce the terms of this Agreement, then the prevailing Party shall be entitled to recover all costs, including reasonable attorneys' fees and costs and paralegals fees and costs, incurred in connection with such litigation (including appellate proceedings) against the non-prevailing party.
14. **HEADINGS.** The headings contained in this Agreement are for convenience and reference and shall not affect the meaning or interpretation of this Agreement.
15. **NOTICE.** All notices, approvals, claims, consents, demands, requests, or other communications between the Parties ("Notices") shall be in writing, and sent by hand delivery or by registered or certified U.S. mail, postage prepaid, to the following

addresses (or such other address as either Party may designate by delivery of prior notice to the other Party):

If to Grantor: Sarasota-Manatee Airport Authority
Attention: President and CEO
6000 Airport Circle
Sarasota, Florida 34243

and Sarasota-Manatee Airport Authority
Attention: Legal Counsel
6000 Airport Circle
Sarasota, Florida 34243

If to Grantee: Manatee County Government
Attention: Director of Property Management
1112 Manatee Avenue West, 8th Floor
Bradenton, Florida 34205

and Manatee County Government
Attention: County Attorney
1112 Manatee Avenue West, Suite 969
Bradenton, Florida 34205

All Notices shall be deemed effective and received upon actual receipt by the Party to which such notice is given or five days after the date of mailing, whichever occurs first.

16. SEVERABILITY: If any one or more of the provisions of this Agreement should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Agreement, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of the Parties contained herein are not materially prejudiced and the Parties remain able to perform all other terms, covenants, and conditions of this Agreement.

17. TIME OF THE ESSENCE. Time is of the essence with regard to all dates set forth in this Agreement. Any reference herein to time periods of 7 days or less shall, in the computation thereof, exclude Saturdays, Sundays, and legal holidays under the laws of the State of Florida or the United States of America. Any time period provided for herein which shall end on a Saturday, Sunday, or legal holiday under the laws of the State of Florida or the United States of America, shall extend to 5 P.M. of the next day that is not

a Saturday, Sunday, or legal holiday under the laws of the State of Florida or the United States of America. All references herein to times of day shall mean Eastern Standard Time or Eastern Daylight Time, whichever is in effect in Manatee County, Florida, at the relevant time. The term "day" as used herein shall in all cases mean a consecutive 24-hour day running from midnight to midnight (also known as a calendar day).

18. **WAIVER**: The failure or neglect by any Party to enforce any right under this Agreement shall not be deemed to be a waiver of that Party's rights. A waiver shall not be effective unless it is in writing and signed by the Party who possesses the right to waive enforcement of same.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the respective dates written below.

GRANTOR:

**SARASOTA – MANATEE AIRPORT AUTHORITY, a
Florida body politic and corporate**

Signature: _____

Name: JEFF JACKSON

Title: Chairman of the Board

Date: _____

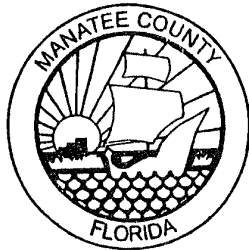
Approved as to Form & Legality for
Sarasota Manatee Airport Authority

Charles D. (Dan) Bailey, Jr., Esq.
General Counsel, Williams Parker

GRANTEE:

**MANATEE COUNTY, a political subdivision of the
State of Florida**

By: Its Board of County Commissioners



By: [Signature]

Chairperson

Date: July 25, 2023

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: Julissa Santana
Deputy Clerk

EXHIBIT A

Surveyors Notes and Certification
Sheet 1 of 4 Sheets
(not full and complete without all 4 sheets)

SURVEYORS NOTES:

1. This is not a Survey. This note is required per 5J-17-052 6 (b).
2. Bearings as shown hereon are referenced to the Southerly Line of Section 36, which is an assumed Grid bearing of S89°20'53"E.
3. This "Work Product", per 5J-17050 (13), contains 4 sheets and is not full and complete without all sheets.
4. Northing and Easting coordinates are relative to the North American Datum of 1983-2011, adjustment (NAD 83/2011), and is relative to the Florida State Plane Coordinate System, West Zone.
5. The purpose of this Work Product is to prepare a Certified Legal Description and Sketch for and Easement Area as a Exhibit to an Agreement Prepared in part by the Manatee County, Property Management Department, Property Acquisition Division.
6. Legal and Sketch based on an Airport Survey by Hyatt Survey Services, Inc. Job number: 19-2414, dated December 2019, and Alpha Surveying Consultants, Inc Job Number: 87026.24, dated 09/03/04, and a Quit-Claim Deed referenced as recorded in Official Records Book 1948, Page 3433.
7. This "Work Product" is not valid without being in "hard copy" form without the original signature and seal by the Surveyor or as provided in FS 5J-17-062 "Procedures for Signing and Sealing Electronically Transmitted Surveys or Other Documents".
8. A Title Search and/or Title Report was not provided, procured, or performed by the signing Surveyor or his subordinates. However, sufficient research of the Public Records was made for this "Work Product".

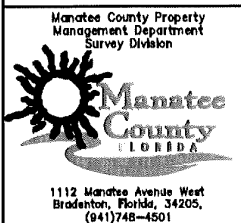
SURVEYORS CERTIFICATION:

I HEREBY CERTIFY: That this "Work Product" is true and correct to the best of my knowledge and belief, it was prepared under my direction and meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17 Florida Administrative Code, pursuant to Section 472.027 Florida Statutes.

Brian T. Bellino, P.S.M.
Manatee County Surveyor
Professional Surveyor and Mapper
Florida License No.4973



06/28/23
Date



Sheet Index:
See Sheets 2, 3, 4
for Legal Description
Parcel Sketch and
Easement Sketch

Drawing Path: S:\SURVEY\2023 Jobs\20230303_N Tamiami Trail - Airport\CAD_DWG's
Sheet: 1 OF 4
Section 36, Township 35 South, Range 17 East
Drawing Date: 06/28/23

EXHIBIT A

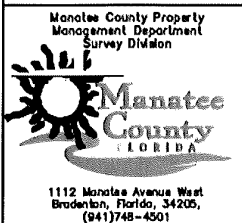
Legal Description
 Sheet 2 of 4 Sheets
 (not full and complete without all 4 sheets)

THE FOLLOWING LEGAL DESCRIPTION IS BASED UPON A BOUNDARY SURVEY FOR THE SARASOTA BRADENTON INTERNATIONAL AIRPORT, PREPARED BY HYATT SURVEY SERVICES, INC., PROJECT NUMBER 19-2414, FIELD DATE DECEMBER 2019.

LEGAL DESCRIPTION:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 35 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, N88°40'50"W, A DISTANCE OF 50.00 FEET; THENCE S00°18'39"W, A DISTANCE OF 47.01 FEET TO A POINT OF BEGINNING; SAID BEGINNING POINT BEING THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF TALLEVAST ROAD AND WESTERLY RIGHT-OF-WAY LINE OF 15TH STREET EAST; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF 15TH STREET EAST PER ROAD PLAT BOOK 10, PAGE 17, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, S00°18'39"W, A DISTANCE OF 2594.16 FEET; THENCE S00°32'39"W, A DISTANCE OF 1499.61 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY WITH A RADIUS OF 1195.92'; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°49'00", DISTANCE OF 1874.71 FEET; THENCE S89°16'21"E, A DISTANCE OF 146.53 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF SEABOARD COAST LINE RAILROAD; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY, S00°22'12"W, A DISTANCE OF 2062.54 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF UNIVERSITY PARKWAY PER ROAD PLAT BOOK 4, PAGE 46, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, S53°36'27"W, A DISTANCE OF 365.62 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY WITH A RADIUS OF 1003.74'; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 37°03'38", A DISTANCE OF 649.25 FEET; THENCE N 89°19'55"W, A DISTANCE OF 349.31 FEET; THENCE N70°52'27"W, A DISTANCE OF 15.83 FEET; THENCE N00°42'33"E, A DISTANCE OF 2.98 FEET; THENCE N89°19'59"W, A DISTANCE OF 1414.68 FEET; THENCE N85°16'17"W, A DISTANCE OF 169.43 FEET; THENCE N89°19'59"W, A DISTANCE OF 266.00 FEET; THENCE S00°40'01"W, A DISTANCE OF 12.00 FEET; THENCE N89°19'59"W, A DISTANCE OF 245.63 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY WITH A RADIUS OF 3334.06'; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°14'57", A DISTANCE OF 654.59 FEET; THENCE DEPARTING THE NORTHERLY RIGHT-OF-WAY LINE OF UNIVERSITY PARKWAY, N00°28'44"E, A DISTANCE OF 290.77 FEET; THENCE N24°19'46"W, A DISTANCE OF 24.70 FEET; THENCE N86°04'55"W, A DISTANCE OF 116.86 FEET; THENCE N86°30'17"W, A DISTANCE OF 139.83 FEET; THENCE S69°17'59"W, A DISTANCE OF 30.70 FEET; THENCE S87°17'06"W, A DISTANCE OF 142.36 FEET; THENCE S80°05'33"W, A DISTANCE OF 126.39 FEET; THENCE N89°53'06"W, A DISTANCE OF 8.92 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 45 (TAMIAMI TRAIL) PER STATE ROAD DEPARTMENT SECTION MAP 17020-204; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, N17°06'55"W, A DISTANCE OF 2067.25 FEET; THENCE N14°22'41"W, A DISTANCE OF 343.18 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY WITH A RADIUS OF 5789.58', THE CHORD WHICH BEARS N19°48'18"W, THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°19'56", DISTANCE OF 134.60 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 45 (TAMIAMI TRAIL) AND ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 5789.58 FEET, THE CHORD WHICH BEARS N21°16'49"W, THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°37'06" A DISTANCE OF 163.51 FEET; THENCE S88°59'45"E DEPARTING THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 45, A DISTANCE OF 93.72 FEET; THENCE S00°28'31"W A DISTANCE OF 110.00 FEET; THENCE S17°24'37"W A DISTANCE OF 33.51 FEET; THENCE S69°31'44"W TO THE INTERSECTION WITH SAID EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 45 (TAMIAMI TRAIL) OF A DISTANCE OF 25.00 FEET TO THE BEGINNING.

CONTAINING 9179 SQUARE FEET OR 0.2 ACRES MORE OR LESS.

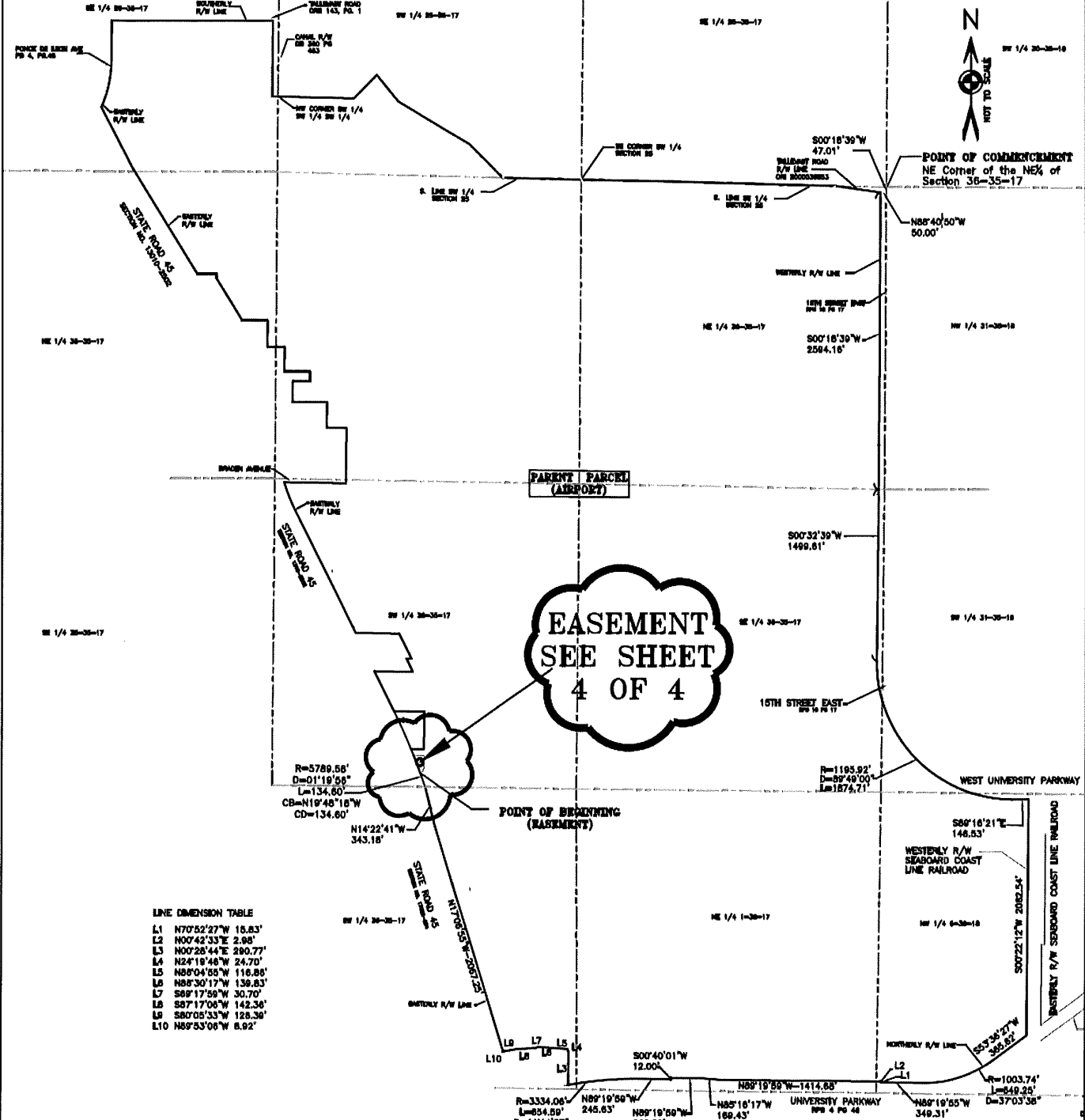


Sheet Index:
 See Sheets 1, 3, 4
 for Surveyor's Notes
 Certification, Parcel
 Sketch and
 Easement Sketch

Drawing Path:
 S:\SURVEY\2023
 Jobs\20230303_N
 Tamiami Trail -
 Airport\CAD_DWG's
 Sheet: 2 OF 4
 Section 36, Township 35
 South, Range 17 East
 Drawing Date: 06/28/23

EXHIBIT A

Sketch of Parent Parcel, P.O.C. to P.O.B. of Easement Area
 Sheet 3 of 4 Sheets
 (not full and complete without all 4 sheets)



LINE DIMENSION TABLE

L1	N70°52'27"W	15.83'
L2	N00°42'33"E	2.98'
L3	N00°28'44"E	290.77'
L4	N24°19'48"W	24.70'
L5	N88°04'55"W	118.88'
L6	N88°30'17"W	138.83'
L7	S89°17'59"W	30.70'
L8	S87°17'06"W	142.38'
L9	S80°05'33"W	128.39'
L10	N89°53'00"W	8.92'

Manatee County Property Management Department Survey Division

1112 Manatee Avenue West
 Bradenton, Florida, 34205,
 (841)748-4501

Sheet Index:
 See Sheets 1, 2, 4
 for Surveyor's Notes
 Certification, Legal
 Description and
 Easement Sketch

C	= Center Line	PG.	= Page
E	= Easting Coordinate	C#	= CURVE NUMBER W/DIMENSION
N	= Northing Coordinate	L#	= LINE NUMBER W/DIMENSION
ORB	= Official Record Book	RPD	= RECORD PLAT BOOK
PID	= Parcel Identification Number	ORJ	= OFFICIAL RECORD INSTRUMENT
POB	= Point of Beginning	R	= RADIUS DIMENSION
POC	= Point of Commencement	D	= CENTRAL ANGLE (DELTA)
PC	= Point of Curvature	L	= ARC LENGTH DIMENSION
PT	= Point of Tangency	CB	= CHORD BEARING DIMENSION
PCC	= Point of Compound Curvature	CD	= CHORD DISTANCE DIMENSION
PRC	= Point of Reverse Curvature	ID	= Identification
R/W	= Right of Way	No.	= Number

Drawing Path:
 S:\SURVEY\2023
 Jobs\20230303_N
 Tamiami Trail -
 Airport\CAD_DWG's

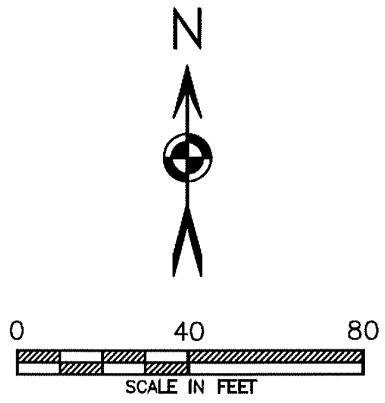
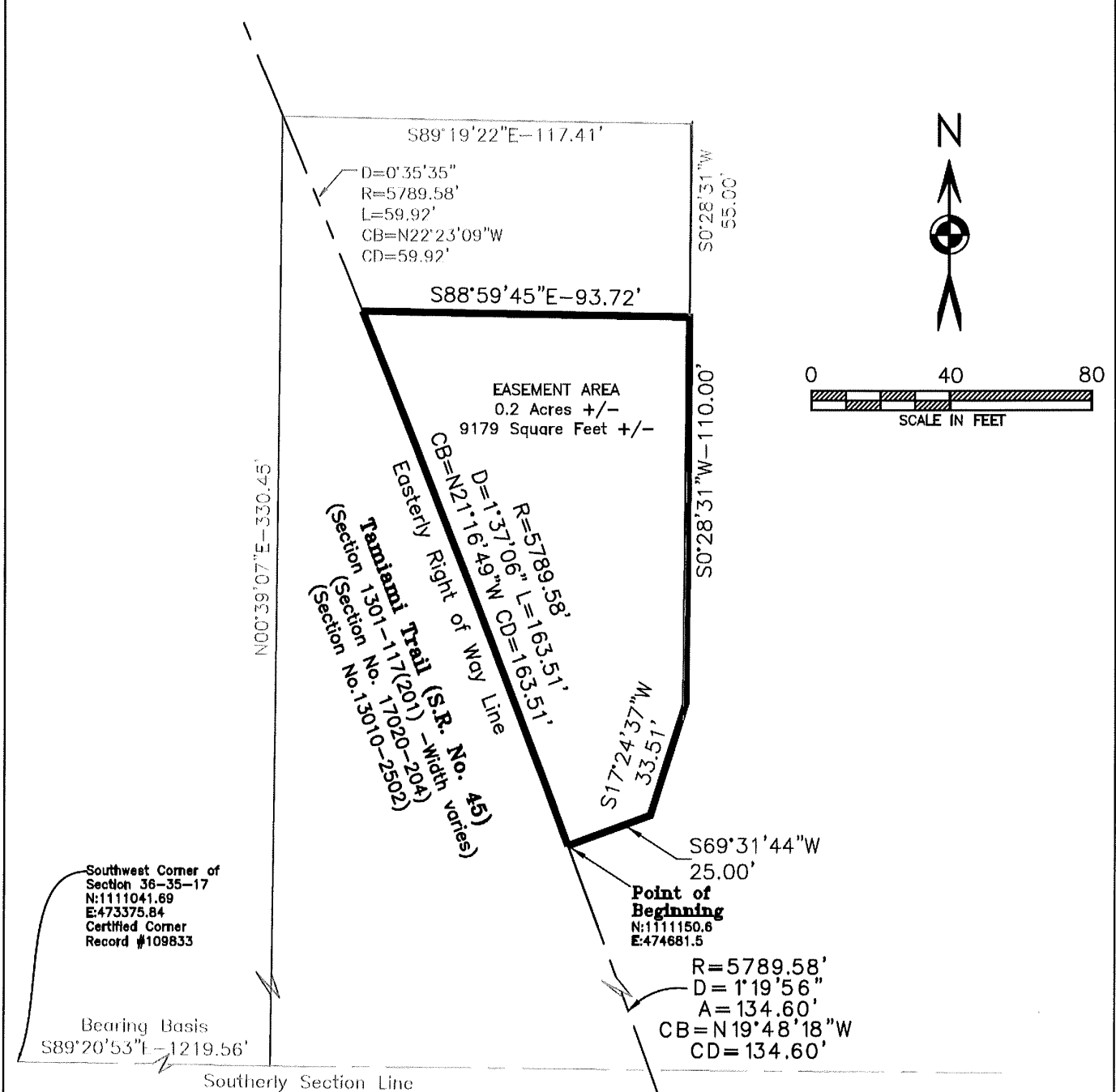
Sheet: 3 of 4

Section 36, Township 35
 South, Range 17 East

Drawing Date: 06/28/23

EXHIBIT A

Sketch of Easement Area
 Sheet 4 of 4 Sheets
 (not full and complete without 4 sheets)




Southwest Corner of Section 36-35-17
 N:1111041.69
 E:473375.84
 Certified Corner
 Record #109833

Bearing Basis
 S89°20'53\"/>

Southerly Section Line

Manatee County Property Management Department Survey Division



1112 Manatee Avenue West
 Bradenton, Florida, 34205,
 (941)748-4501

Sheet Index:
 -See Sheets 1, 2, 3
 Surveyor's Notes
 Certification, Legal
 Description and
 Parcel Sketch

- | | | | |
|-----|--------------------------------|-----|------------------------------|
| C | = Center Line | PG. | = Page |
| E | = Easting Coordinate | CH | = CURVE NUMBER W/DIMENSION |
| N | = Northing Coordinate | L# | = LINE NUMBER W/DIMENSION |
| ORB | = Official Record Book | RPD | = RECORD PLAT BOOK |
| PID | = Parcel Identification Number | ORI | = OFFICIAL RECORD INSTRUMENT |
| POB | = Point of Beginning | R | = RADIUS DIMENSION |
| POC | = Point of Commencement | D | = CENTRAL ANGLE (DELTA) |
| PC | = Point of Curvature | L | = ARC LENGTH DIMENSION |
| PT | = Point of Tangency | CB | = CHORD BEARING DIMENSION |
| PCC | = Point of Compound Curvature | CD | = CHORD DISTANCE DIMENSION |
| PRC | = Point of Reverse Curvature | ID | = Identification |
| R/W | = Right of Way | No. | = Number |

Drawing Path:
 S:\SURVEY\2023
 Jobs\20230303_N
 Tamiami Trail -
 Airport\CAD_DWG's

Sheet: 4 OF 4

Section 36, Township 35
 South, Range 17 East

Drawing Date: 06/28/23

AGENDA ITEM NO. 5.2

**SARASOTA MANATEE AIRPORT AUTHORITY
AUGUST 28, 2023 REGULAR MEETING
STAFF NARRATIVE**

**APPROVAL: UTILITY EASEMENT TO MANATEE COUNTY FOR VACATION OF SEGMENT OF
SUWANEE AVENUE**

EXECUTIVE SUMMARY: The Authority proposes to grant a utility easement to Manatee County in connection with the vacation of a short segment of unimproved Suwanee Avenue right-of-way.

NARRATIVE: The Authority has petitioned Manatee County for vacation of a 150-foot segment of Suwanee Avenue, an unimproved east-west right-of-way that enters the airport from U.S. 41 (Tamiami Trail) and terminates near the AOA perimeter fence. It consists of 0.275 acres and is about 80 feet in width. The Authority proposes to use the vacated right-of-way for stormwater detention and access, but water and sewer lines traverse the area, and they are relatively deep and would be expensive to remove. So Authority staff proposes to leave the utilities in place for the time being, and to grant Manatee County the attached easement, conditioned on approval of the vacation petition. Should the Authority in the future determine a need to remove the utilities, the County would have the ability to terminate the easement without the necessity for another vacation proceeding. The pending vacation petition will be heard by the Board of County Commissioners on September 12, 2023.

RECOMMENDED MOTION: It is hereby recommended that the Sarasota Manatee Airport Authority approve the attached Utility Easement and authorize its Chairman to sign it.

THIS INSTRUMENT PREPARED BY:

Lisa Crabtree, Real Property Specialist
On behalf of Charles Meador, Property Acquisition Division Manager
Manatee County Property Management Department
1112 Manatee Avenue West, Suite 800
Bradenton, Florida 34205

PROJECT NAME: Suwanee Avenue VAC2207-0003

SPACE ABOVE THIS LINE FOR RECORDING DATA

PERMANENT UTILITIES EASEMENT

THIS INDENTURE made and entered into between **SARASOTA-MANATEE AIRPORT AUTHORITY**, a body politic and corporate under the laws of the State of Florida (**Grantor**), whose mailing address is 6000 Airport Circle, Sarasota, Florida 34243, and **MANATEE COUNTY**, a political subdivision of the State of Florida (**Grantee**), whose mailing address is Post Office Box 1000, Bradenton, Florida 34206 and whose street address is 1112 Manatee Avenue West, Bradenton, Florida 34205.

WITNESSETH:

THAT said Grantor, for and in consideration of the sum of \$1.00 and other valuable consideration in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and transferred, and by these presents does grant, bargain, sell, and transfer unto Grantee, a ***nonexclusive, permanent easement for ingress, egress, construction, and maintenance of surface and/or underground utility facilities*** over, under, and across the property situated in Manatee County, State of Florida, more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference.

THAT said Grantor reserves unto itself, its heirs, successors or assigns, the right to the continued free use and enjoyment of the property herein described, for any purposes which are not inconsistent with the rights granted herein unto the Grantee.

IN WITNESS WHEREOF, the Grantor has hereunto set Grantor's hand and seal the day and year first below written.

SIGNATURES AND ACKNOWLEDGMENTS APPEAR ON FOLLOWING PAGE(S).

Signed, sealed and delivered in the presence of two witnesses as required by law.

GRANTOR:
SARASOTA-MANATEE AIRPORT AUTHORITY, a body politic and corporate under the laws of the State of Florida

First Witness Signature

By: _____
Jeff Jackson

First Witness Printed Name

As: Chairman of the Board

Date: _____

Second Witness Signature

Affix corporate seal below:

Second Witness Printed Name

Attest: _____
Secretary Signature

STATE OF _____
COUNTY OF _____

Before me, a Notary Public, the foregoing instrument was acknowledged by means of
 physical presence or
 online notarization

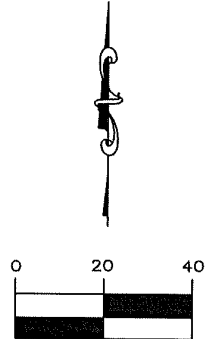
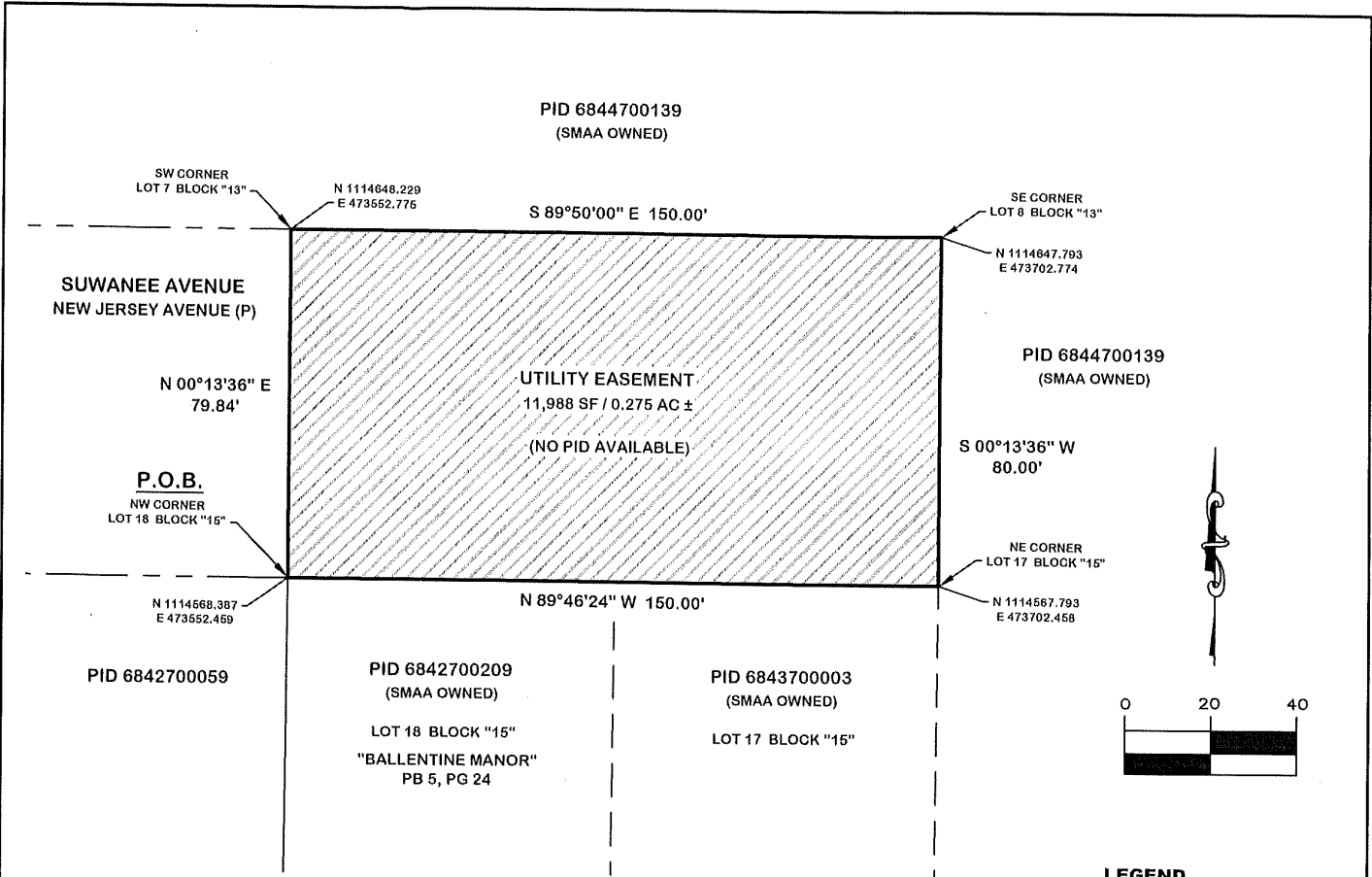
this _____ day of _____, 2023, Jeff Jackson, as Chairman of the Board of Sarasota Manatee Airport Authority, a body politic and corporate under the laws of the State of Florida, on behalf of the authority, who

is personally known to me or
 has produced _____ as identification.

[CHECK APPLICABLE BOXES TO SATISFY IDENTIFICATION REQUIREMENT OF SECTION 117.05, FLORIDA STATUTES]

Signature of Notary Public
(Legibly print, type, or stamp
commissioned name of Notary Public
and affix official notary seal below.)

My Commission Expires: _____



LEGEND

- P.O.B. POINT OF BEGINNING
- NW NORTHWEST
- NE NORTHEAST
- SW SOUTHWEST
- SE SOUTHEAST
- PID PARCEL IDENTIFICATION
- SF SQUARE FEET
- AC ACRES
- PB PLAT BOOK
- PG PAGE
- (P) PLAT
- R/W RIGHT-OF-WAY
- SMAA SARASOTA MANATEE AIRPORT AUTHORITY

A UTILITY EASEMENT LOCATED WITHIN THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 35 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF LOT 18, BLOCK "15" AS SHOWN AND DESIGNATED ON A PLAT ENTITLED "BALLETINE MANOR" RECORDED AMONG THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA IN PLAT BOOK 5, PAGE 24; THENCE THROUGH AND ACROSS SUWANEE AVENUE (NEW JERSEY AVENUE PER SAID PLAT), N 00°13'36" E, A DISTANCE OF 79.84 FEET TO THE SOUTHWEST CORNER OF LOT 7, BLOCK "13" OF SAID PLAT; THENCE S 89°50'00" E, A DISTANCE OF 150.00 FEET TO THE SOUTHWEST CORNER OF LOT 8, BLOCK "13" OF SAID PLAT; THENCE S 00°13'36" W, A DISTANCE OF 80.00 FEET TO THE NORTHEAST CORNER OF LOT 17, BLOCK "15" OF SAID PLAT; THENCE N 89°46'24" W, A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING.

CONTAINING A DESCRIBED AREA OF 11,988 SQUARE FEET OR 0.275 ACRES MORE OR LESS.

NOTES

1. A BOUNDARY SURVEY OF SARASOTA-BRADENTON AIRPORT COMPLETED BY HYATT SURVEY SERVICES DATED DECEMBER 2019 WAS UTILIZED IN THE PREPARATION OF THIS DRAWING.
2. TITLE WORK WAS NOT SUPPLIED FOR THIS DRAWING.
3. BEARINGS ARE BASED ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SUWANEE AVENUE BEING A FLORIDA STATE PLANE GRID (NAD 83/11) DETERMINED N 89°46'24" W. TRIMBLE RTK GPS METHODS WERE UTILIZED FOR THIS DETERMINATION.
4. THIS DRAWING IS CERTIFIED TO MANATEE COUNTY, FLORIDA.

Russell P Hyatt
 Digitally signed by
 Russell P Hyatt
 Date: 2023.06.13
 21:40:49 -04'00'

RUSSELL P. HYATT, PSM 5303
 HYATT SURVEY SERVICES, INC.
 2012 LENA ROAD BRADENTON, FL 34211

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OR DIGITAL SIGNATURE OF A LICENSED SURVEYOR AND MAPPER.

UTILITY EASEMENT			
SECTION 36 TOWNSHIP 35 S RANGE 17 E	DRAWN: JM	DATE: 06/2023	SCALE: 1" = 40'
MANATEE COUNTY, FLORIDA	CHECKED: RH	PROJECT NUMBER: 19-2414 JM	

AGENDA ITEM NO. 5.3

**SARASOTA MANATEE AIRPORT AUTHORITY
August 28, 2023, REGULAR MEETING
STAFF NARRATIVE**

**REQUEST FOR APPROVAL
THIRD AMENDMENT TO LEASE AND CONCESSION AGREEMENT
HOST INTERNATIONAL, INC.**

EXECUTIVE SUMMARY: Recommending Approval of a Third Amendment to the Lease and Concession Agreement with Host International, Inc.

NARRATIVE: The Sarasota Manatee Airport Authority ("Airport Authority") and Host International Inc. ("Host") are parties to that certain Lease and Concession Agreement, dated August 27, 2007, with an initial term of fifteen (15) years, through August 31, 2022 (the "Concession Agreement"), which Concession Agreement grants Host the right to operate food and beverage concessions in the Terminal at Sarasota Bradenton International Airport ("Airport"). A First Amendment to the Concession Agreement, dated August 25, 2008, was approved by the Authority that required Host to complete the buildout of the Dewar's Clubhouse Restaurant seating area if annualized passenger enplanements reached 1.2 million passengers and there were three years remaining on the term of the Agreement. A Second Amendment to the Concession Agreement, dated June 24, 2021, was approved by the Authority, that removed Host's Right of First Refusal for any new food and beverage concessions in the Terminal in exchange for a one (1) year extension to the Term of the Concession Agreement, through August 31, 2023.

On May 23, 2023, the Authority issued a Request for Proposals ("RFP") for new food, beverage, and retail concessions in the Terminal at the Airport, including Pre-Security, Concourse B, and the new Ground Boarding Facility ("Concessions Redevelopment Program"). Proposals in response to the RFP for the Concessions Redevelopment Program are due on September 1st. Award of new agreements in response to the RFP are anticipated in November with construction to be completed with the opening of the Ground Boarding Facility.

This proposed Third Amendment to the Concession Agreement with Host will extend the term of the existing Concession Agreement one (1) year through August 31, 2024, with a month-to-month tenancy, thereafter, to facilitate the completion of the Concession Redevelopment Program. This proposed Third Amendment will also increase the percentage payments from eleven percent (11%) on Starbuck branded food and beverages, twelve percent (12%) of gross revenues on food and beverages (non-alcoholic and alcoholic), and fifteen percent (15%) on general merchandise to thirteen percent (13%) for Starbucks branded food and beverages, fourteen percent (14%) for all other food and non-alcoholic beverages, seventeen percent (17%) for alcoholic beverages, and seventeen percent (17%) for general merchandise.

Based on the information presented, the President/Chief Executive Officer recommends approval of the proposed Third Amendment to the Concession Agreement with Host to extend the Term of the existing Concession Agreement for one (1) year through August 31, 2024, with a month-to-month tenancy, thereafter.

RECOMMENDATION: It is hereby recommended that the Sarasota Manatee Airport Authority Board approve the Third Amendment to the Lease and Concession Agreement with Host International, Inc., as presented.

ATTACHMENT: Proposed Third Amendment to the Lease and Concession Agreement with Host International, Inc.

**THIRD AMENDMENT
TO
LEASE AND CONCESSION AGREEMENT
BETWEEN
SARASOTA MANATEE AIRPORT AUTHORITY
AND
HOST INTERNATIONAL, INC.**

This Third Amendment is entered into this 28th day of August 2023, by and between the SARASOTA MANATEE AIRPORT AUTHORITY, a body politic and corporate existing under the laws of the State of Florida (hereinafter the "Authority") and HOST INTERNATIONAL, INC. (hereinafter the "Concessionaire"), collectively hereinafter referred to as the "Parties".

RECITALS

- A. WHEREAS, the Parties entered into a Lease and Concession Agreement, effective August 27, 2007, with an original term of fifteen (15) years, expiring August 31, 2022 (hereinafter the "Concession Agreement"); and
- B. WHEREAS, the Concession Agreement grants Concessionaire the right and obligation to operate and maintain a food and beverage concession on the Premises in the Terminal at Sarasota Bradenton International Airport (hereinafter the "Airport"); and
- C. WHEREAS, the Parties entered into a First Amendment to the Concession Agreement, dated August 25, 2008, whereby Concessionaire was required to complete a buildout of the Dewar's Clubhouse Restaurant seating area if annualized passenger enplanements reached 1.2 million passengers and there were three or more years of Term remaining on the Agreement; and
- D. WHEREAS, the Parties entered into a Second Amendment to the Concession Agreement, dated June 26, 2021, whereby Concessionaire released its Right of First Refusal for any new food and beverage concepts within the Terminal in exchange for a one-year extension to the Term of the Concession Agreement, through August 31, 2023; and
- E. WHEREAS, this Third Amendment to the Concession Agreement shall further amend the Concession Agreement as set forth hereinbelow;

NOW THEREFORE, in consideration of the premises, privileges, mutual covenants and agreements set forth hereinafter, the Authority and Concessionaire hereby agree as follows:

- 1. **Article 3, Premises, Paragraph C**, is hereby amended by incorporating the following sentences to the end of the existing paragraph:

The Authority may, throughout the Term of this Agreement, as amended, resume possession of said Second Floor, Terminal, Secured Area, in whole or in part upon thirty (30) days advance written notice to Concessionaire. Taking of said Premises by Authority shall not diminish in any way the remaining terms, covenants, conditions, rights, and obligations of either Party to this Agreement."



- 2. **Article 6.1, Term**, is hereby amended by deleting the existing Article in its entirety and replacing it with the following:

Article 6.1, Term. The Term of this Agreement shall commence on September 1, 2007, and continue thereafter for seventeen (17) years, expiring August 31, 2024, unless otherwise terminated as provided in this Agreement, as amended.

3. **Article 6.2, Holdover Provision,** is hereby amended by deleting the existing paragraph in its entirety and replacing it with the following:

Article 6.2, Holdover Provision. Following the expiration of the Term of this Agreement, as amended, the Term of this Agreement shall holdover and continue thereafter on a month-to-month tenancy, under the same terms, covenants, and conditions of this Agreement, as amended, which Agreement may be terminated by either Party upon the receipt of thirty (30) days advance written notice to the other Party stating its decision to terminate.

4. **Article 7.5, Percentage Payment,** is hereby amended by deleting the existing paragraph in its entirety and replacing it with the following:

Article 7.5, Percentage Payment. The percentage payment shall be the sum of (i) Fourteen Percent (14%) of all Concessionaire's Gross Revenues generated at the Airport from the sale of all food and non-alcoholic beverage, except from the sale of all Starbucks branded food and non-alcoholic beverages, which percentage payment shall be Thirteen Percent (13%), (ii) Seventeen Percent (17%) of all Concessionaire's Gross Revenues generated at the Airport from the sale of all alcoholic beverages, and (iii) Seventeen Percent (17%) of all Concessionaire's Gross Revenues generated at the Airport from the sale of all merchandise.

5. **Article 7.10, Terminal Rent,** is hereby incorporated into the Concession Agreement as follows:

Article 7.10, Terminal Rent. Concessionaire shall pay Authority rent in the initial amount of Thirty-Eight and 88/100 Dollars (\$38.88) per square foot per annum for all administrative and storage space occupied by the Concessionaire in the Terminal ("Terminal Rent"), which Terminal Rent shall be adjusted annually by the Authority on October 1st of each year throughout the Term of this Agreement, as amended, consistent with the rate established by the Authority's Airline Rates and Charges Resolution for similar space.

6. **Article 7.11, Ramp Rent,** is hereby incorporated into the Concession Agreement as follows:

Article 7.11, Ramp Rent. Concessionaire shall pay Authority rent in the initial amount of Seventeen and 50/100 Dollars (\$17.50) per square foot per annum for all storage space occupied by the Concessionaire on the Terminal Ramp immediately adjacent to the Terminal ("Ramp Rent"), which Ramp Rent shall be adjusted annually by the Authority on October 1st of each year throughout the Term of this Agreement, as amended, consistent with the rate established by the Authority's Airline Rates and Charges Resolution for similar space.

Except as specifically amended herein, all other terms, conditions, covenants, rights, and obligations of the Concession Agreement, effective August 27, 2007, as previously amended, shall remain in full force and effect.

(Continued on next page).

DocuSign Envelope ID: 963A14BE-1148-414B-9D47-C61308B73FCD

IN WITNESS THEREOF, the Parties have executed this Third Amendment to the Concession Agreement the day and year first written above.

SARASOTA MANATEE AIRPORT AUTHORITY

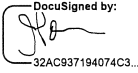
Signature: _____

Name: _____

Title: _____

Date: _____

HOST INTERNATIONAL, INC.

Signature:  _____

Name: Jeffrey L. Poersch

Title: Assistant Secretary

Date: August 3, 2023 | 1:53 PM PDT

WITNESS to AUTHORITY

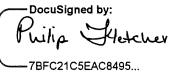
Signature: _____

Name: _____

Title: _____

Date: _____

WITNESS to CONCESSIONAIRE

Signature:  _____

Name: Philip Fletcher

Title: Senior Paralegal

Date: August 3, 2023 | 4:54 PM EDT

AGENDA ITEM NO. 5.4

**SARASOTA MANATEE AIRPORT AUTHORITY
August 28, 2023, REGULAR MEETING
STAFF NARRATIVE**

**REQUEST FOR APPROVAL
SECOND AMENDMENT TO LEASE AND CONCESSION AGREEMENT
PARADIES-SHELL FACTORY III, L.L.C.**

EXECUTIVE SUMMARY: Recommending Approval of a Second Amendment to the Lease and Concession Agreement with Paradies-Shell Factory, III, L.L.C.

NARRATIVE: The Sarasota Manatee Airport Authority ("Airport Authority") and Paradies-Shell Factory III, L.L.C. ("Paradies") are parties to that certain Lease and Concession Agreement, dated August 27, 2007, with an initial term of fifteen (15) years, through August 31, 2022 (the "Concession Agreement"), which Concession Agreement grants Paradies the right to operate retail merchandise concessions in the Terminal at Sarasota Bradenton International Airport ("Airport"). A First Amendment to the Concession Agreement, dated May 24, 2021, was approved by the Authority, that removed Paradies' Right of First Refusal for any new retail merchandise concessions in the Terminal in exchange for a one (1) year extension to the Term of the Concession Agreement, through August 31, 2023.

On May 23, 2023, the Authority issued a Request for Proposals ("RFP") for new food, beverage, and retail concessions in the Terminal at the Airport, including Pre-Security, Concourse B, and the new Ground Boarding Facility ("Concessions Redevelopment Program"). Proposals in response to the RFP for the Concessions Redevelopment Program are due on September 1st. Award of new agreements in response to the RFP are anticipated in November with construction to be completed with the opening of the Ground Boarding Facility.

This proposed Second Amendment to the Concession Agreement with Paradies will extend the term of the existing Concession Agreement one (1) year through August 31, 2024, with a month-to-month tenancy, thereafter, to facilitate the completion of the Concession Redevelopment Program. This proposed Second Amendment will also increase the percentage payments from fifteen percent (15%) of gross revenues on general merchandise, twelve percent (12%) of gross revenues on prepared food and beverages, and eleven percent (11%) on Dunkin' branded food and beverage to seventeen percent (17%), fourteen percent (14%), and thirteen percent (13%), respectively.

Based on the information presented, the President/Chief Executive Officer recommends approval of the proposed Second Amendment to the Concession Agreement with Paradies to extend the Term of the existing Concession Agreement for one (1) year through August 31, 2024, with a month-to-month tenancy, thereafter.

RECOMMENDATION: It is hereby recommended that the Sarasota Manatee Airport Authority Board approve the Second Amendment to the Lease and Concession Agreement with Paradies-Shell Factory, III, L.L.C., as presented.

ATTACHMENT: Proposed Second Amendment to the Lease and Concession Agreement with Paradies-Shell Factory III, L.L.C.

**SECOND AMENDMENT
TO
LEASE AND CONCESSION AGREEMENT
BETWEEN
SARASOTA MANATEE AIRPORT AUTHORITY
AND
PARADIES-SHELL FACTORY III, L.L.C.**

This Third Amendment is entered into this 28th day of August 2023, by and between the SARASOTA MANATEE AIRPORT AUTHORITY, a body politic and corporate existing under the laws of the State of Florida (hereinafter the "Authority") and PARADIES-SHELL FACTORY III, L.L.C., (hereinafter the "Concessionaire"), collectively hereinafter referred to as the "Parties".

RECITALS

- A. WHEREAS, the Parties entered into a Lease and Concession Agreement, effective August 27, 2007, with an original term of fifteen (15) years, expiring August 31, 2022 (hereinafter the "Concession Agreement"); and
- B. WHEREAS, the Concession Agreement grants Concessionaire the right and obligation to operate and maintain a food and beverage concession on the Premises in the Terminal at Sarasota Bradenton International Airport (hereinafter the "Airport"); and
- C. WHEREAS, the Parties entered into a First Amendment to the Concession Agreement, dated June 26, 2021, whereby Concessionaire released its Right of First Refusal for any new food and beverage concepts within the Terminal in exchange for a one-year extension to the Term of the Concession Agreement, through August 31, 2023; and
- D. WHEREAS, this Second Amendment to the Concession Agreement shall further amend the Concession Agreement as set forth hereinbelow.

NOW THEREFORE, in consideration of the premises, privileges, mutual covenants and agreements set forth hereinafter, the Authority and Concessionaire hereby agree as follows:

- 1. **Article 6.1, Term**, is hereby amended by deleting the existing Article in its entirety and replacing it with the following:

Article 6.1, Term. The Term of this Agreement shall commence on September 1, 2007, and continue thereafter for seventeen (17) years, expiring August 31, 2024, unless otherwise terminated as provided in this Agreement, as amended.

- 2. **Article 6.2, Holdover Provision**, is hereby amended by deleting the existing paragraph in its entirety and replacing it with the following:

Article 6.2, Holdover Provision. Following the expiration of the Term of this Agreement, as amended, the Term of this Agreement shall holdover and continue thereafter on a month-to-month tenancy, under the same terms, covenants, and conditions of this Agreement, as amended, which Agreement may be terminated by either Party upon the receipt of thirty (30) days advance written notice to the other Party stating its decision to terminate.

3. **Article 7.5, Percentage Payment.** is hereby amended by deleting the existing paragraph in its entirety and replacing it with the following:

Article 7.5, Percentage Payment. The percentage payment shall be the sum of (i) Seventeen Percent (17%) of Concessionaire's Gross Revenues generated at the Airport from the sale of all general merchandise, books, news, magazines, snacks, candies, sundries, Pro-Shop, specials, and services, and (ii) Fourteen Percent (14%) of Concessionaire's Gross Revenues generated at the Airport from the sale of all food and non-alcoholic beverages, except for the sale of all Dunkin branded food and non-alcoholic beverages, which percentage payment shall be Thirteen Percent (13%).

4. **Article 7.10, Terminal Rent.** is hereby incorporated into the Concession Agreement as follows:

Article 7.10, Terminal Rent. Concessionaire shall pay Authority rent in the initial amount of Thirty-Eight and 88/100 Dollars (\$38.88) per square foot per annum for all administrative and storage space occupied by the Concessionaire in the Terminal ("Terminal Rent"), which Terminal Rent shall be adjusted annually by the Authority on October 1st of each year throughout the Term of this Agreement, as amended, consistent with the rate established by the Authority's Airline Rates and Charges Resolution for similar space.

5. **Article 7.11, Ramp Rent.** is hereby incorporated into the Concession Agreement as follows:

Article 7.11, Ramp Rent. Concessionaire shall pay Authority rent in the initial amount of Seventeen and 50/100 Dollars (\$17.50) per square foot per annum for all storage space occupied by the Concessionaire on the Terminal Ramp immediately adjacent to the Terminal ("Ramp Rent"), which Ramp Rent shall be adjusted annually by the Authority on October 1st of each year throughout the Term of this Agreement, as amended, consistent with the rate established by the Authority's Airline Rates and Charges Resolution for similar space.

Except as specifically amended herein, all other terms, conditions, covenants, rights, and obligations of the Concession Agreement, effective August 27, 2007, as previously amended, shall remain in full force and effect.

(Continued on next page).

IN WITNESS THEREOF, the Parties have executed this Third Amendment to the Concession Agreement the day and year first written above.

SARASOTA MANATEE AIRPORT AUTHORITY

Signature: _____

Name: _____

Title: _____

Date: _____

PARADIES-SHELL FACTORY III, L.L.C.

Signature: Gregg Paradies

Name: Gregg Paradies

Title: President & CEO

Date: August 2, 2023

WITNESS to AUTHORITY

Signature: _____

Name: _____

Title: _____

Date: _____

WITNESS to CONCESSIONAIRE

Signature: Karen Suttle

Name: Karen Suttle

Title: SVP & Secretary

Date: August 2, 2023

AGENDA ITEM NO. 5.5

**SARASOTA MANATEE AIRPORT AUTHORITY
AUGUST 28, 2023, MEETING
STAFF NARRATIVE**

**REQUEST FOR APPROVAL:
AMENDMENT to SMAA PURCHASING POLICY**

EXECUTIVE SUMMARY: Staff requests authorization from the Board to adopt a revised Purchasing Policy for the procurement of commodities or contractual services.

NARRATIVE: On July 01, 2020 the State of Florida created Statute 332.0075, F.S. relating to commercial service airport transparency and accountability. The Airport Authority rewrote our Purchasing Policy and Management Directives to ensure compliance with this new statute. Key points to this legislation were the need to use competitive solicitations for all purchases above \$65,000, list these purchases on our website, and list all purchases above \$325,000 as a separate Board Agenda Item. The Authority did not change any of the approval levels that were in place for purchases of commodities and contract services that the Board had previously approved.

On July 01, 2023 the state legislature amended 322.0075 realizing that the existing statute was very restrictive and cumbersome for Airports to operate under. The amendment changed the regulation for the need to use competitive solicitations from \$65,000 to \$325,000, and increased the requirement for the need of a separate Board Agenda Item to \$500,000 for Small HUB airports.

Staff reviewed our current Purchasing Policies and Management Directives and request the Board to approve the following changes to bring the Authority more inline with current State Statutes:

- Require a minimum of three price quotes for all purchases between \$65,000 to \$250,000 and utilize publicly noticed competitive solicitations for all solicitations above \$250,000 requiring Board approval. This is below the state threshold but keeps the airport in compliance with FAA regulations for purchases.
- Increase the President/ CEO approval level from \$150,000 to \$250,000.
- All purchases above \$250,000 will use competitive solicitations, be publicly noticed, and require Board Approval.
- Increase from \$65,000 to \$325,000 the need to post our purchases to our website.
- Raise from \$325,00 to \$500,000 the need for all purchases to be listed as a separate Board Agenda Item.

Staff recommends that the Sarasota Manatee Airport Authority Board approve the Purchasing Policy contained in Attachment 1, and the Management Directive contained in Attachment 2.

RECOMMENDATION: It is hereby recommended that the Sarasota Manatee Airport Authority Board approve the updated Purchasing Policy for the Procurement of Commodities and Contractual Services as provided. Staff also requests authorization to prepare any and all documents necessary to implement this action.

**Attachment 1 – Revised Purchasing Policy
Attachment 2 – Management Directive**

ATTACHMENT 1

Purchasing Policy

Procurement of Commodities or Contractual Services

- (1) **Application:** This policy shall apply solely to the acquisition of commodities or contractual services.
- a. "Commodity" means any of the various supplies, materials, goods, merchandise, food, equipment, information technology, and other personal property purchased, leased, or otherwise contracted for by the Authority.
 - b. "Contractual service" means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors, and such services may include, but are not limited to, evaluations; consultations; maintenance; accounting; security; management systems; management consulting; educational training programs; research and development studies or reports on the findings of consultants engaged thereunder; and professional, technical, and social services.
 - c. "Contractual service" does not include professional services as defined in section 287.055, Florida Statutes; nor does it include the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of any facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property within the meaning of Chapter 255, Florida Statutes.
 - d. The intent of this policy is to guide the Authority in the purchase of commodities or contractual services because the Authority is not regulated by section 287.057, Florida Statutes, as applicable to other governmental entities.

- e. This purchasing policy shall not preempt the requirements of any grant issued to the Authority pursuant to the Airport Improvement Program (AIP) Trust Fund, Florida Department of Transportation (FDOT) Aviation Trust Fund, or other applicable grant.
 - f. The requirements of this purchasing policy may be waived by the Authority Board for good cause.
 - g. References in this policy to the Authority President CEO shall, when appropriate, include his or her designee.
- (2) Coordination.** All procurements for commodities or contractual services shall be processed with the assistance and coordination of the Purchasing Department in cooperation with other departments involved and with approval of the President CEO.
- (3) Goal:** All procurements shall be made to obtain the best value. Best value means the highest overall value based on objective factors, which include, but shall not be limited to, price, quality, design, workmanship, service, and delivery.
- (4) Purchasing Thresholds:**
- a. Any purchase of commodities or services that is below \$250,000 shall be made on the basis of the informal solicitation of a minimum of three quotations.
 - b. Any purchase of commodities or services that exceed \$250,000 in value shall be publicly noticed and made on the basis of competitive solicitation using competitive sealed bids, competitive sealed proposals, or competitive sealed invitation to negotiate . All purchases above \$250,000 shall be approved by the Authority Board in public session.
 - c. The threshold for the required award, approval, or ratification of a contract by the Authority Board is \$500,000 and all such actions must appear as separate agenda items and be available for public comment to comply with FS 332.0075.

(5) Exemptions. Notwithstanding the monetary purchasing thresholds set forth in paragraph 4, above, the Authority may award a contract for the procurement of commodities or contractual services without complying with the foregoing purchasing procedures under the following circumstances:

- a. The Authority President CEO, Senior Vice President /Finance & Administration, or Department's Vice President determines in writing that an immediate danger to the public health, safety, or welfare or other substantial loss to the Authority requires emergency action. The Authority President CEO shall furnish copies of all written determinations relating to the emergency action to the affected department to the Authority Director of Purchasing, to the Authority CFO, and to the Authority Board.
- b. The purchase is made by the Authority by "piggy-backing" on a cooperative commodity or service contract competitively awarded by another governmental agency or purchasing cooperative alliance. Procurement methods including the annual Florida Sheriffs Association Fleet and Tire contracts, State of Florida contracts and purchasing agreements, General Services Administration (GSA) Schedules, National Joint Purchasing Alliance (NJPA), Western States Contracting Alliance (WSCA) and other national contract alliances may be utilized as an exempt purchase.
- c. The commodities or contractual services are available only from a single source. If the contract amount exceeds \$250,000 prior approval of the purchase by the Authority Board shall be obtained.
- d. A state or federal agency awarding a grant for the purchase prescribes with whom the Authority must contract or if the rate of payment is established by a state or federal law. The contractual services and commodities relate to artistic

services; auditing services; legal services; health services involving examination, diagnosis, treatment, prevention, medical consultation, or administration; prevention services related to mental health, including drug abuse prevention programs; services or commodities provided by governmental agencies; or continuing education events.

e. The award or renewal of a contract for required maintenance and/or repair of equipment having a remaining life expectancy in excess of 15 years.

(6) Bid-Splitting Prohibited. The Authority shall not divide the procurement of commodities or contractual services so as to avoid the requirements of competitive procurement.

(7) Contract Extensions. Unless otherwise specified in the contract, the extension of a contract for contractual services shall be in writing for a period not to exceed 24 months and shall be subject to the same terms and conditions set forth in the initial contract.

(8) Waiver: The Authority Board may waive requirements of this Policy for good cause.

PASSED AND ADOPTED this 28 day of August, 2023 .

SARASOTA MANATEE AIRPORT AUTHORITY

By: Jeff Jackson , **Chairman**

ATTEST:

By: **Robert Spencer , Secretary**

Attachment 2

SARASOTA MANATEE AIRPORT AUTHORITY
MANAGEMENT DIRECTIVE

24-001.14

SUBJECT: PURCHASING AUTHORIZATION – SIGNATURE LEVEL

EFFECTIVE DATE:

CANCELLATION: 24.001.13, May 22, 2020

Policy and Background: The Purchasing Policy of the Sarasota Manatee Airport Authority, as revised and approved at the regular meeting of the SMAA Board of Commissioners held August 28, 2023, provides the overall guidelines for acquiring good and services necessary to operate the Sarasota Bradenton International Airport. This Management Directive provides certain more detailed procedures relative to approved limits for expenditures that are to be followed while adhering to the Authority's approved Purchasing Policy.

Responsibility: The Purchasing Director of the Sarasota Manatee Airport Authority is responsible for the administration of this Management Directive.

Procedure

1.1 APPLICABILITY

1.1.1 A requisition shall be completed by the requestor of goods and/or services containing complete information. Department Vice Presidents/Managers/Directors will designate those employees authorized to enter requisitions. The requisition must be approved by the department's Manager/Director and/or Vice President as established by this directive, before Purchasing will create a purchase order. This directive does not provide an allowance to purchase outside of the guidelines established by the Purchasing Policy.

1.1.2 The authorization levels established by the directive do not apply to Capital Projects under the direction of the Sr. Vice President, Engineering, Planning and Facilities such as FAA or FDOT funded projects as approved by the Sarasota Manatee Airport Authority unless directed to be processed through the Purchasing Department.

1.1.3 The authorization levels established by this directive do not apply to expenditures for utilities, legally required payments(taxes, payroll related items), and similar items of a recurring and unavoidable nature that are incurred in the routine conduct of Authority business. Such expenditures shall be approved by the Sr. Vice President/Finance & Administration.

2.1 LEVELS OF AUTHORIZATION AND REQUIRED APPROVALS

2.1.1 Purchases \$250,000 and above require approval of the Authority Board

PURCHASING AUTHORIZATION – SIGNATURE LEVEL
24-001-13

- 2.1.2 Purchases from \$10,000.00 up to \$250,000 require approval of the following:
 - (a) Department Director/Manager
 - (b) Department Vice President, if applicable
 - (c) Exec. Vice President/CFO Finance & Administration
 - (d) President/CEO
- 2.1.3 Purchases from \$2,000.00 to \$9,999.00 require approval of the following:
 - (a) Department Director/Manager
 - (b) Department Vice President If applicable
 - (c) Exec. Vice President Finance & Administration
- 2.1.4 Purchases from \$0.1 to \$1,999.99 require approval of the Department Director or Manager. The Department Director or Manager will designate those employees authorized to enter requisitions and approve purchase orders.
- 2.1.5 Special Exceptions
 - (a) Any Manager/Director, Vice President or the President/CEO may authorize a designee to approve purchases in his or her absence.

2.2 REQUIRED PROCUREMENT METHODS

- 2.2.1 All purchases with an anticipated cost of \$250,000 and above shall be made on the basis of competitive solicitation using competitive sealed bids, competitive sealed proposals, or competitive sealed invitations to negotiate, and shall be approved by the Authority Board during public session.
- 2.2.2 All purchases with an anticipated cost of below \$250,000 shall be made on the basis of three informal quotes, if available.

3.1 EMERGENCY PURCHASES

- 3.1.1 The Procedures outlines in Management Directive 24-002.12 "Acquisition of Goods and Services", paragraph 3.1, "Emergency Purchases", shall apply to purchases necessitated by an emergency. The affected department will initially notify Purchasing of the request before the Requisition for Purchase Order is submitted. Purchasing will advise the Department and give verbal authorization to the requisitioner to proceed with the procurement.
- 3.1.2 If an emergency occurs and Purchasing personnel are not immediately accessible during non-office hours, the affected department may proceed with the requisition and follow up with Purchasing as soon as possible during normal office hours with details and information pertaining to the emergency procurement.

4.1 ACCOUNTING

PURCHASING AUTHORIZATION – SIGNATURE LEVEL
24-001-13

- 4.1.1 All approvals dictated by this directive shall be obtained prior to the issuance of a purchase order and authorization to purchase.
- 4.1.2 All purchases not requiring a requisition/purchase order shall be required to have all appropriate signatures before payment will be rendered.

PURCHASE AUTHORIZATION (SIGNATURE LEVEL)-SIGNATURE LEVEL

DIRECTED:

President, Chief Executive Officer

Date

cc: Distribution List

AGENDA ITEM NO. 5.6

SARASOTA MANATEE AIRPORT AUTHORITY
AUGUST 28, 2023 MEETING
STAFF NARRATIVE

REQUEST FOR APPROVAL: INCREASE CONTRACT SCOPE FOR TERMINAL EXPANSION PROJECT WITH
GRESHAM SMITH

EXECUTIVE SUMMARY: The Board approved a contract for professional engineering services with Gresham Smith (GS) at the November 2021 Board meeting. These services included the design, permitting, bidding, and construction phase services for the Terminal Expansion Project. SRQ staff have determined a need to design and construct a new freight elevator and egress stairs to accommodate concessionaire growth on Concourse B. This amendment to GS's contract will include design, permitting, bidding coordination with the Project CMAR, and construction phase services. The fees for these services were negotiated by staff. Staff is requesting the Board approve the negotiated scope and fee of \$173,447.00 and execute necessary contracts with GS.

NARRATIVE: With the significant increases in airline traffic, an expansion of the terminal is required to maintain good level of service for passengers. The Terminal Concourse B will be renovated to increase holdroom areas, improve concession spaces, increase queuing space at each gate, add an additional escalator at both the ticket and baggage wings, and expand ticket counters. The new Ground Boarding Facility will add an additional five (5) gates at the east of the existing terminal, upgrade the existing central energy plant, relocate existing utilities, prepare a concept level plan for connection to future Concourse A, and coordinate drawings with the Construction Manager at Risk. The project architect designed and permitted project plans for both the Concourse B modifications and the terminal expansion.

This project amendment to their contract will design and permit plans to construct a new freight elevator and egress stairs for movement of concession products. The design will also create a new electrical room for concession spaces.

A detailed scope and fee will be prepared by GS and negotiated with staff. The fee is partially funded through FAA and FDOT grants for the project.

RECOMMENDATION: It is hereby recommended that the Board authorize the Chairman to amend the Gresham Smith contract for the Not to Exceed amount of \$173,447.00 with a 10% contingency for a total budget of \$190,792.00.

ATTACHMENTS: Contract, scope & fee

**SEVENTEENTH AMENDMENT
TO
CONTRACT FOR DESIGN PHASE SERVICES
FOR THE
TERMINAL EXPANSION PROJECT
BETWEEN
THE SARASOTA MANATEE AIRPORT AUTHORITY
AND
GRESHAM SMITH**

Additional Services: WP-6 Add Elevator & Enclosed Stairway

This Amendment entered into this ____ day of _____, 2023, by and between the Sarasota Manatee Airport Authority, hereinafter referred to as the "AUTHORITY", and Gresham Smith (hereinafter, referred to as "the Consultant", 302 Knights Run Ave., Suite 900, Tampa, FL, 33602). The Contract is effective on the date of execution by the Authority.

WITNESSETH

WHEREAS, the AUTHORITY has entered into an Agreement for Professional Design Services for the Terminal Expansion Project, dated December 20, 2021; and

WHEREAS, the AUTHORITY has entered into an Agreement for Professional Design Services to provide Design Support for Escalator Replacement, dated February 9, 2022; and

WHEREAS, the AUTHORITY has entered into an Agreement for Professional Design Services to provide Design Support for a Hydrant Fueling System, dated April 13, 2022; and

WHEREAS, the AUTHORITY has entered into an Agreement for Professional Design Services to provide Digital Scanning, Concourse B Restroom Reconfiguration, Stair at B-11, dated April 27, 2022; and

WHEREAS, the AUTHORITY has entered into an Agreement for Professional Design Services to provide Construction Cost Consulting, dated May 9, 2022; and

WHEREAS, the AUTHORITY has entered into an Agreement for Professional Design Services to provide Terminal Fire Alarm Replacement, dated May 31, 2022; and

WHEREAS, the AUTHORITY has entered into an Agreement for Professional Design Services to provide Landscape Design Services, dated June 10, 2022; and

WHEREAS, the AUTHORITY has entered into an Agreement for Professional Design Services to provide Site Contamination Investigation, dated July 20, 2022; and

WHEREAS, the AUTHORITY has entered into an Agreement for Professional Design Services to provide Curbside Improvement Civil/Structural Design Services, dated July 20, 2022; and

WHEREAS, the AUTHORITY has entered into an Agreement for Professional Design Services to provide a Concessions Program, dated July 20, 2022; and

WHEREAS, the AUTHORITY has entered into an Agreement for Professional Design Services to provide a Hydrant Fuel System, dated July 27, 2022; and

WHEREAS, the AUTHORITY has entered into an Agreement for Professional Design Services to provide a CEP Chiller Room Expansion Design, dated August 25, 2022; and

WHEREAS, the AUTHORITY has entered into an Agreement for Professional Design Services to provide a Contamination Remedial Work Plan, dated September 13, 2022; and

WHEREAS, the AUTHORITY has entered into an Agreement for Professional Design Services to provide Hydrant Fuel System Cathodic Protection, and WP-3 Site Development Review, dated February 9, 2023; and

WHEREAS, the AUTHORITY has entered into an Agreement for Professional Design Services to provide a WP-5 GBF Asbestos Survey Report, dated February 28, 2023; and

WHEREAS, the AUTHORITY has entered into an Agreement for Professional Design Services to provide a Construction Phase Services, dated March 27, 2023; and

WHEREAS, the AUTHORITY has entered into an Agreement for Professional Design Services to provide Concourse B Revisions – WP-2 Holdroom Realignment, dated July 31, 2023; and

WHEREAS, it is the intent of the AUTHORITY and the CONSULTANT to amend the Scope of Services to provide WP-6 Add Elevator and Enclosed Stairway as noted on Attachment "A";

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

1. Incorporation of Prior Documents: The Agreement for Professional Design Services, dated December 20, 2021, is made a part hereof by reference and hereinafter collectively referred to as the "Agreement."
2. Incorporation of Prior Documents: The Agreement for Professional Design Services, dated February 9, 2022, is made a part hereof by reference and hereinafter collectively referred to as the "Agreement."
3. Incorporation of Prior Documents: The Agreement for Professional Design Services, dated April 13, 2022, is made a part hereof by reference and hereinafter collectively referred to as the "Agreement."
4. Incorporation of Prior Documents: The Agreement for Professional Design Services, dated April 27, 2022, is made a part hereof by reference and hereinafter collectively referred to as the "Agreement."
5. Incorporation of Prior Documents: The Agreement for Professional Design Services, dated May 9, 2022, is made a part hereof by reference and hereinafter collectively referred to as the "Agreement."
6. Incorporation of Prior Documents: The Agreement for Professional Design Services, dated May 31, 2022, is made a part hereof by reference and hereinafter collectively referred to as the "Agreement."
7. Incorporation of Prior Documents: The Agreement for Professional Design Services, dated June 10, 2022, is made a part hereof by reference and hereinafter collectively referred to as the "Agreement."
8. Incorporation of Prior Documents: The Agreement for Professional Design Services, dated July 20, 2022, is made a part hereof by reference and hereinafter collectively referred to as the "Agreement."

9. Incorporation of Prior Documents: The Agreement for Professional Design Services, dated July 27, 2022, is made a part hereof by reference and hereinafter collectively referred to as the "Agreement."
10. Incorporation of Prior Documents: The Agreement for Professional Design Services, dated August 25, 2022, is made a part hereof by reference and hereinafter collectively referred to as the "Agreement."
11. Incorporation of Prior Documents: The Agreement for Professional Design Services, dated September 13, 2022, is made a part hereof by reference and hereinafter collectively referred to as the "Agreement."
12. Incorporation of Prior Documents: The Agreement for Professional Design Services, dated February 9, 2023, is made a part hereof by reference and hereinafter collectively referred to as the "Agreement."
13. Incorporation of Prior Documents: The Agreement for Professional Design Services, dated February 28, 2023, is made a part hereof by reference and hereinafter collectively referred to as the "Agreement."
14. Incorporation of Prior Documents: The Agreement for Professional Design Services, dated March 27, 2023, is made a part hereof by reference and hereinafter collectively referred to as the "Agreement."
15. Incorporation of Prior Documents: The Agreement for Professional Design Services, dated July 31, 2023, is made a part hereof by reference and hereinafter collectively referred to as the "Agreement."
16. Scope of Services: 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."
17. Compensation: The total amount of compensation for additional services as described in Attachment "A" is a **Lump Sum amount of one hundred seventy-three thousand, four hundred forty-seven dollars (\$173,447.00)**.
18. Provision for Payment of Additional Services: 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.
19. Effect of Amendment: Except as expressly amended hereby, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Seventeenth Amendment to the Agreement for Design Phase 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.

WARRANTY OF AUTHORITY: Each person signing this Contract warrants that he or she is duly authorized to do so and to bind the respective party.

WITNESSED: **SARASOTA MANATEE AIRPORT AUTHORITY**

Signature: _____ Signature: _____
By: _____ By: Jeff Jackson
As: Chairman, SMAA

WITNESSED: **GRESHAM SMITH**

Signature: _____ Signature: _____
By: _____ By: Altan Cekin, AIA
As: Market Vice President

**SEVENTEENTH AMENDMENT TO THE
DESIGN PHASE SERVICES AGREEMENT
BETWEEN
THE SARASOTA MANATEE AIRPORT AUTHORITY
Sarasota Bradenton International Airport
AND
GRESHAM SMITH**

FEE SUMMARY OF CHANGES

Original Contract (December 20, 2021)	\$ 4,542,933.77
Amend No. 1, Additional Services (February 2022)	\$ 16,400.00
Amend No. 2, Additional Services (April 2022)	\$ 71,600.00
Amend No. 3, Additional Services (April 2022)	\$ 131,737.04
Amend No. 4, Additional Services (May 2022)	\$ 59,171.73
Amend No. 5, Additional Services (May 2022)	\$ 110,700.00
Amend No. 6, Additional Services (June 2022)	\$ 30,341.00
Amend No. 7, Additional Services (July, 2022)	\$ 11,865.00
Amend No. 8, Additional Services (July 2022)	\$ 93,982.12
Amend No. 9, Additional Services (July, 2022)	\$ 122,700.00
Amend No. 10, Additional Services (July, 2022)	\$ 150,000.00
Amend No. 11, Additional Services (August, 2022)	\$ 47,878.00
Amend No. 12, Additional Services (September, 2022)	\$ 19,220.00
Amend No. 13, Additional Services (February, 2023)	\$ 67,160.00
Amend No. 14, Additional Services (February, 2023)	\$ 16,214.00
Amend No. 15, Additional Services (March, 2023)	\$ 3,321,825.55
Amend No. 16, Additional Services (July, 2023)	\$ 13,500.00
Amend No. 17, Additional Services (August, 2023)	\$ 173,447.00
TOTAL:	\$ 9,000,675.21



June 29, 2023

REVISED August 14, 2023

Mr. Kent D. Bontrager, P.E., Senior Vice President, Engineering, Planning & Facilities
Sarasota Manatee Airport Authority- Sarasota Bradenton International Airport
6000 Airport Circle
Sarasota, Florida 34243

**Subject: Additional Services #21 –WP-6 - Add Elevator & Enclosed Stairway
Terminal Expansion Project – WP-6 Concourse B Improvements
Gresham Smith Project No. 45192.00**

Dear Kent:

This letter, upon approval by Sarasota Manatee Airport Authority, will amend and become part of the Contract for Design Phase Services for the Terminal Expansion Project dated December 20, 2021, for additional scope of services. The scope of the change requested is described below.

After commencement of work to execute the previously indicated scope reduction and revisions to WP-6, SMAA has requested that additional design scope, including a new service elevator and an enclosed stairway, be incorporated into the revisions for WP-6. The proposed position and configuration of these vertical circulation components differ than what was originally designed and incorporated into the initial set of WP-6 documents that included the "bump-outs" addition to the concourse. Therefore, this is a separate and additional design effort to address the following :

- **Planning, Conceptual design coordination** and design evolution reviews of elevator and stairway addition; coordination of design development with SMAA properties/ concessions.
- Architectural and Structural design to add a two-stop service elevator (of same platform/cab size, speed and load capacity as originally included in WP-6). Elevator pit, hoistway and rated shaft enclosure.
- Architectural and structural design to add an enclosed stairway with rated enclosure construction.
- MEP, Civil (storm), Security/Access Control design support for the elevator and stairway addition.

To address the changes in the work package scope described above, the Consultant will complete the following proposed summary of tasks:

- Conceptual layout/ design; review of design development revision for adherence to SMAA properties/concessions approved design. (design integrity review)
- Recompose documents package for WP-6
 - Revise applicable drawing sheets to reflect updated design/const. scope
 - Add new drawing sheets to address updated design/const. scope
- Coordinate specifications to be issued with revised WP-6.
- Extend/ improve building services to elevator and stairway [power, lighting, fire alarm, HVAC, storm drainage (roof drain), fire sprinklers, sump drainage]
- Extend/ improve special systems (security/access control, PA, CCTV) to expanded area, new doors, etc.

Genuine Ingenuity

FL Qualifier No. AR0013420
FL Registry No. RY3806

3615 Bromley Grand Avenue
Suite 320
Tampa, FL 33607
813.251.6838
GreshamSmith.com



- Coordination of new storm discharge connection, to existing storm system to the east of Concourse B.

Please reference the attached exhibits for more details on the scope of services proposed by each sub-consultant to address the items above.

The total amount for this additional services request is:

\$173,447.00 (One-Hundred Seventy Three Thousand, Four-hundred forty-seven dollars and zero cents) Lump Sum

Professional fees broken down as follows:

<u>Gresham Smith:</u>	\$ 10,008.00	PM/Admin, preparation, oversight and coord. of const. docs
<u>Alliance:</u>	\$ 26,230.00	Planning and Concept Design Coordination; Design integrity review
<u>MLM-Martin Architects:</u>	\$ 76,635.00	Arch/I.D., Consultant coord. design coordination, const. docs
<u>TLC:</u>	\$ 15,800.00	MEP revisions for new elevator and stair enclosure.; prep/ coord. of const. docs
<u>Arora:</u>	\$ 16,444.00	Comm improvements to new elevator and stair enclosure, const. docs
<u>Hees Associates:</u>	\$ 12,600.00	Structural design of elevator shaft/pit and stair enclosure; prep of const. docs
<u>AECOM:</u>	\$ 15,730.00	UG Storm connection and related civil work, coord. const docs

There are no reimbursable expenses associated with this task.

If this meets with your satisfaction, please sign below and return a copy to us as our authorization for this work.
If you have any questions, please call to discuss.

Sincerely,

Gresham Smith

 Digitally signed by
Wilson, Matthew
Date: 2023.08.14
16:10:53-04'00'

Matthew Wilson, Project Manager
Aviation Services

Accepted:

Sarasota Manatee Airport Authority

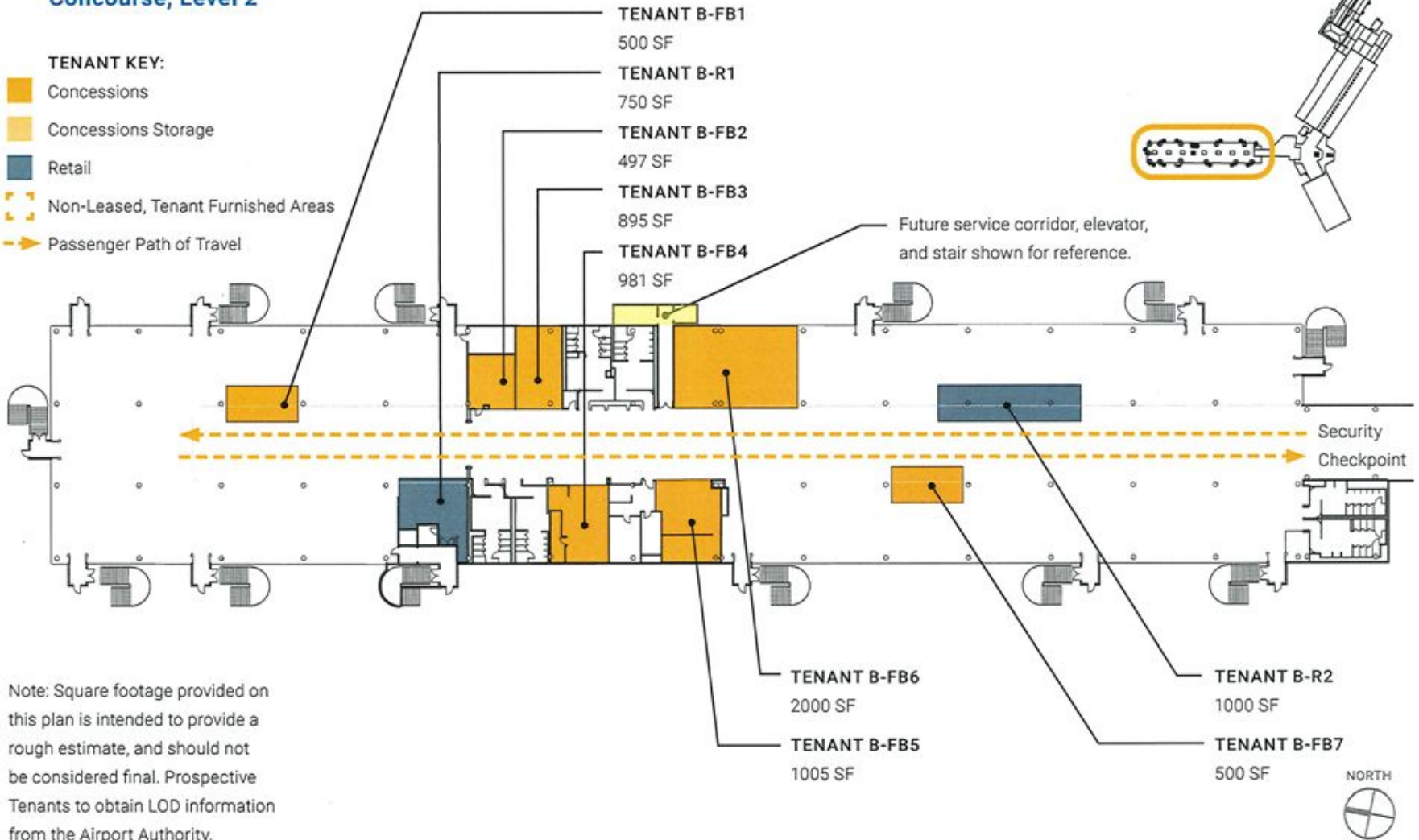
By: _____
Date

**Gresham
Smith**

5.4 Overall Concessions Plan, B Concourse, Level 2

TENANT KEY:

- Concessions
- Concessions Storage
- Retail
- Non-Leased, Tenant Furnished Areas
- Passenger Path of Travel

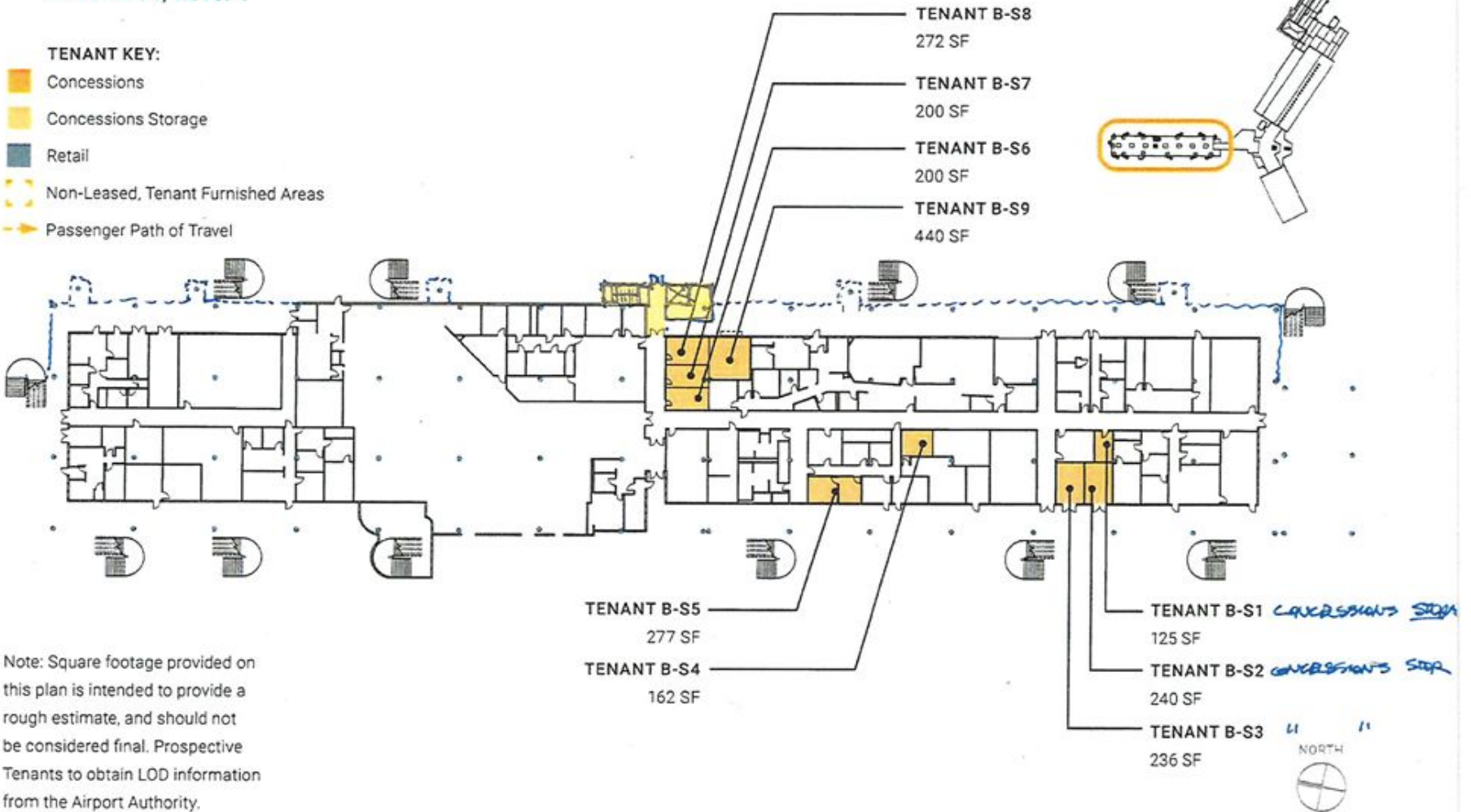
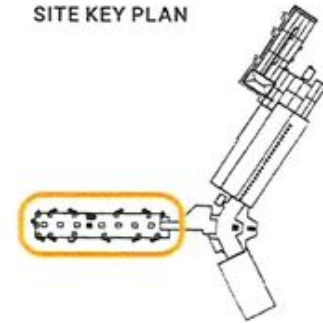


Note: Square footage provided on this plan is intended to provide a rough estimate, and should not be considered final. Prospective Tenants to obtain LOD information from the Airport Authority.

5.5 Overall Concessions Plan, B Concourse, Level 1

- TENANT KEY:**
- Concessions
 - Concessions Storage
 - Retail
 - Non-Leased, Tenant Furnished Areas
 - Passenger Path of Travel

SITE KEY PLAN



Note: Square footage provided on this plan is intended to provide a rough estimate, and should not be considered final. Prospective Tenants to obtain LOD information from the Airport Authority.

05/11/2023

SARASOTA MANATEE AIRPORT AUTHORITY
SRQ - SARASOTA BRADENTON INTERNATIONAL AIRPORT
TERMINAL EXPANSION PROJECT

Gresham Smith – PM/Oversight Scope

Work Package 6 (WP-6) Concourse B Improvements

Add Service Elevator & Exit Stairway – East Side

Project Management, Design and Construction Documents Oversight & Coordination

Description: SMAA has requested that the Gresham Smith terminal expansion project design team incorporate a 2-stop service elevator along with an enclosed exit stairway at the east side of existing Concourse B into the design construction documents for Work Package 6 for the SRQ Terminal Expansion Project.

This vertical transportation element (see attached highlighted floor plans) will be approximately 1,200 to 1,400sf total and will be located on the east side of the existing concourse, between gates B5 & B7, to support concessions operations and delivery of goods for new and existing retail and food/beverage tenant spaces on that side of the concourse.

Gresham Smith proposes that Alliance assist design team by providing conceptual design and design development services (see separate scope of tasks and deliverables for Alliance) and that MLM-Martin lead the design team for WP-6 (MLM-Martin; TLC; Arora; Hees & Associates; AECOM) to develop the design and incorporate it into the revised construction documents for WP-6.

Gresham Smith will facilitate performance by the design team of site survey and due diligence on existing conditions adaptation of conceptual design in response to existing site and building conditions.

As design development progresses, Gresham Smith will serve as the project manager and help facilitate internal design team reviews and coordination and client reviews for approval and sign-off of design.

The Gresham Smith team will also perform a designer's opinion of probable cost once the design and documents are advanced enough to estimate—not before the end of “schematic design” and not after this design addition is being incorporated into the CD's. One of the design development progress reviews described above may involve review of the design team estimate and some discussion of cost-saving measures or options.

SARASOTA MANATEE AIRPORT AUTHORITY
SRQ - SARASOTA BRADENTON INTERNATIONAL AIRPORT
TERMINAL EXPANSION PROJECT

Alliance Tasks & Deliverables **REVISED 08/14/2023**

Work Package 6 (W-6) Concourse B Improvements

Add Service Elevator & Exit Stairway – East Side

Concept Design and Design Development Support

Description: Per phone conversation per Adam Ariano and Matt Wilson on Wed 6/21/23—SMAA has requested that the Gresham Smith terminal expansion project design team incorporate a 2-stop service elevator along with an enclosed exit stairway into the design construction documents for Work Package 6 for the SRQ Terminal Expansion Project.

This vertical transportation element (see attached highlighted floor plans) will be approximately 1,200 to 1,400sf total and will be located on the east side of the existing concourse, between gates B5 & B7, to support concessions operations and delivery of goods for new and existing retail and food/beverage tenant spaces on that side of the concourse.

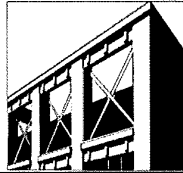
As discussed during the call, Gresham Smith propose for Alliance to assist the others on the design team by providing a planning layout exercise as well as supporting conceptual design and design development services (to ensure concessions operational and program needs are met) as follows:

Planning, Conceptual Design and Layout

1. Generate Initial Planning and Conceptual Design
 - a. Meetings/work with SRQ Airport Properties (Joe Filippelli) to generate planning concept.
 - Dimensioned Conceptual Floor Plans; sq ft tabulations
 - b. Review with design team
 - c. Review with SRQ and design team – final approval
2. Follow-up Progress Reviews
 - a. Review schematic design for “design integrity” (does evolving design continue to address all client needs or issues?). Provide feedback and input.
 - b. Review design development progress. Maximum of two (2) reviews – one before CD’s and one at end of CD’s.

Gresham Smith team will perform all site survey and due diligence on existing conditions and will adapt conceptual design in response to existing site and building conditions. As this design development occurs, the intent is to have Alliance review to provide feedback and input that will ensure that the final design effectively responds to client operational needs, desires and concerns.

Gresham Smith team will also perform a designer’s opinion of probable cost once the design and documents are advanced enough to estimate—not before the end of “schematic design” and not after this design addition is being incorporated into the CD’s. One of the design development progress reviews described above may involve review of the design team estimate and some discussion of cost-saving measures or options.



MLM-MARTIN ARCHITECTS, INC.

June 21th, 2023,

Matthew Wilson, AIA
Gresham Smith
3615 Bromley Grand Avenue, Suite 320
Tampa, Florida 33607

Project: WP-6 Modifications- Elevator/Stair Core, East side of Concourse B

Scope Description:

1. PROJECT DESCRIPTION

The overall PROJECT can be generally described as the additional design services required to modify and add elevator, elevator equipment/ electrical room and service stair at the East side of the Concourse B. The new configuration layout per the proposed concessions Master Plan. The work will be added to WP-6b. Both drawings and specifications are affected by the work.

2. Specific scope

- A. Archival of exiting WP 6b model
- B. Copy model and create setting.
- C. Design of a service core on the East side of Concourse B. (Between Col lines H and J and East of Col
- D. Anticipate additional submittals at 65% submittal and 90% for review by SRQ.
- E. We propose the additional sheet are prepared using 3D Revit.
- F. Modify 34 sheets to add all references of work added to sheet as well as work added to the building. Check all notes, dimensions, and tags for information required for the new elevator and stair core.
- G. Transfer level Add 18 sheets that shows, plans, sections, elevations, details for the Elevator/Stair, elevator equipment room/elec room. Associated modifications to demolition and roof plan.
- H. Coordination of master specifications with Gresham Smith to include WP 6a package noting updates.

668 N Orlando Avenue, Suite 107, Maitland, Florida 32751
Phone 407 897 6764, Fax 407 894 1338,
mmartin@mlm-martin.com www.mlm-martin.com License No. AA C002208

Anticipated Services:

See list of drawings below for affected sheets required to be deleted, modified and added to create a new WP6 a.

List of Drawings:

- G001 INDEX SHEET- **Modify**
- G010 PROJECT INFORMATION **Modify-**
- G020 GENERAL NOTES **Modify**
- G030 MASTER KEYNOTE **Modify**
- G041 UL DETAILS **Modigy**
- G045 UL DETAILS **Modify**
- G046 UL DETAILS **Modify**
- G050 WALL TYPES **Modify Add wall types**
- G051 DOOR DETAILS **Modify Add elevator door details**
- AL200 LV1 and LV2 LIFE SAFETY PLAN **Modify**
- A101B2 LEVEL 1 B2 BUMP OUT ENTLAGED PLAN **Add new sheet**
- A102 b2 LEVEL 2 B2 BUMP OUT DEMOLITION PLAN **Add new sheet**
- A120-2 ROOF LEVEL – B2 PART PLAN – DEMOLITION **Modify**
- A120B2 ROOF LEVEL B2 BUMP OUT DEMOLITION PLAN **Add new sheet**
- A130 B1 & B2 DEMOLITION ELEVATIONS **Modigy**
- A140 BUILDING SECTIONS THRU B1 7 B2 BUMP OUT-DEMOLITION **Add new Sheet**
- A145 DEMOLITION WALL SECTIONS **Add new Sheet**
- A150 LEVEL 2 – B1 DEMOLITION DETAILS **Modify**
- A151 B1 & B2 DEMOLITION DETAILS **Modify**
- A157 ROOF LEVEL– AXONOMETRIC DEMOLITION **Modify**
- A162B2 LEVEL 2 – B2 -REFLECTED CEILING PLAN – DEMOLITION **Modify**
- A1651B2 LEVEL 1- B2-REFLECTED CEILING PLAN-Demolition
- A1652B2 LEVEL 2 – B2 -REFLECTED CEILING PLAN – DEMOLITION **Modify**
- A200 LEVEL 1 OVERALL NEW CONSTRUCTION **Modigy**
- A201B2 LEVEL 1 PART B2 NEW CONSTRUCTION PLAN **Add new Sheet**
- A202 LEVEL 2 OVERALL NEW CONSTRUCTION PLAN **Modify**
- A202B2 LEVEL 2 PART B2 NEW CONSTRUTION PLAN **Modify**
- A220 ROOF LEVEL OVERALL NEW CONSTRUCTION PLAN **Modify**
- A220B2 ROOF LEVEL PART B2 NEW CONSTRUCTION PLAN **Modify**
- A302 B2 – EXTERIOR ELEVATIONS – NEW CONSTRUCTION **Modify**
- A303 B1 & B2 – LOUVERED SCREENS @ DOAS ROOFTOP UNITS **Modify**
- A322 BUILDING SECTION THRU B2 ELEVATOR/STAIR CORE **Add Sheet**
- A323 BUILDING SECTION THRU B2 ELEVATOR/STAIR CORE **Add Sheet**
- A332 WALL SECTIONS-B2 ELEVATOR/STAIR **Add Sheet**
- A364 ROOF LEVEL -AXONOMETRIC – NEW CONSTRUCTION **Modify**
- A402 ROOF DETAILS **Add sheet**
- A404 ROOF DETAILS **Modify**
- A409 SERVICE STAIR DETAILS **Add Sheet**
- A410 PLAN DETAILS **Add Sheet**
- A411 ENLARGED DETAILS **Add Sheet**
- A412 CORNER ISOMETRIC DETAILS **Add sheet.**
- A440 SECTION DETAILS **Modify**
- A450 EXPANSION JOINT DETAILS **Add Sheet**
- A501B2 Level 1 B2 ELEVATOR STAIR CORE ENLARGED PLAN **Add Sheet**
- A502B2 Level 2 B2 BUMP OUT ENLARGED NEW CONST PLAN **Add Sheet**
- A520B2 ROOF LEVEL B2ENLARGED NEW CONSTRUCTION PLAN **Add Sheet**
- A601 LEVEL 1 OVERALL RELFLECED CEILING PLAN NEW CONST **Modify**
- A601B2 LEVEL1 PART B2 NEW REFLECTED CEILING PLAN **Modify**
- A602 LEVEL2 OVERALL RELFLECED CEILING PLAN NEW CONST **Modify**
- A602B1 LEVEL2 PART B1 NEW REFLECTED CEILING PLAN **Modify**
- A602B2 LEVEL2 PART B2 NEW REFLECTED CEILING PLAN **Modify**

- A651B2 LEVEL 2 – B2 – REFLECTED CEILING PLAN Add sheet
- A652B2 LEVEL 2 – B2 – REFLECTED CEILING PLAN Add sheet
- A-700 SERVICE STAIR ENLARGE PLANS SECTION AND DETAILS Add Sheet
- A-701 HYDRAULIC SERVICE ELEVATOR, PLANS SECTIONS, AXO Add Sheet
- A901 DOOR SCHEDULE Modify

1381 Fifth Street
Sarasota, Florida 34236
Ph-941-955-4555
Fax-941-955-9333
Email-karl@heesassociates.com



HEES & ASSOCIATES, INC.
Structural Engineering

June 29, 2023

Mr. Matthew Wilson, AIA
Gresham Smith
302 Knights Run Avenue
Suite 900
Tampa, Florida 33602

**RE: Sarasota Airport Expansion Exterior Elevator
Structural Additional Services Proposal**

Dear Matt:

Hees & Associates, Inc. (H&A) appreciates the opportunity to provide structural engineering services for the above referenced project and submits the following proposal for your review.

The proposed work is to be located in Sarasota, Florida and this proposal includes the design of the stand-alone, two-story, single elevator structure with a second-floor landing area.

The elevator structure is proposed to be constructed of load bearing concrete masonry unit (cmu) walls to the underside of a cast-in-place concrete roof. The second-floor landing area may be framed with a composite steel framing system. The first level is anticipated to be a concrete elevator pit on a conventionally reinforced concrete mat foundation. The site is assumed not to be in a flood or velocity zone.

The scope of services by H&A will be to provide structural analysis and design for the load bearing components of the structure, prepare reproducible drawings (based on architectural CAD backgrounds or REVIT model) for construction and permitting, and coordinate with the architect for the final design.

After the completion of Construction Documents (CD's), H&A will be available to answer questions during bidding. During Construction Administration (CA), we will review shop drawings relative to the structural portion of the work for general compliance with the intent of the structural contract documents (review of any shop drawing or submittal more than two times shall be Additional Services). H&A will provide up to two site visits with reports. If additional site visits are required to observe the structural portion of the work for general compliance with the structural contract documents, or to provide consultations and/or fixes for construction errors, they will be billed at our hourly rates.

Services specifically excluded are the soil investigation, geotechnical engineering, engineering services which are normally provided by Specialty Engineers, printing and distribution of drawings for permitting, bidding and/or construction, cost estimating, in depth examination of alternative structural systems and architectural design/detailing Mr.

Matthew Wilson, AIA
Page Two
June 29, 2023

responsibilities.

Any revisions to the scope of work or any changes to a portion of the structure, which has been completed, will be done at the prevailing hourly rates for the personnel involved.

If after receipt of the completed architectural plans, it is determined that the actual scope differs from that expected, H&A reserves the right to re-negotiate a base fee.

Reimbursable expenses (long distance phone calls, faxes, deliveries, travel, etc.) shall be invoiced at 1.1x cost

The fee for the above structural services will be as follows:


Construction Documents.....	\$9,900.00
Construction Administration.....	\$1,900.00
Site Visits (up to 2 anticipated).....	\$400.00/each
<u>Total.....</u>	<u>\$12,600.00</u>

The above fees are due and payable based on percentage completion of the work. Invoices will be submitted on a monthly basis. Payment is anticipated within 30 days of invoicing.

Please note that the attached General Conditions, Scope of Services and Fee Schedule are applicable and form part of our agreement. Please initial where indicated and return and accepted copy of this proposal.

Thank you for considering Hees & Associates for this exciting project. If you require any additional information, please feel free to contact me at your convenience.

Sincerely,
Hees & Associates, Inc.



Karl F. Hees, P.E.
President

ch

SARASOTA MANATEE AIRPORT AUTHORITY
SRQ - SARASOTA BRADENTON INTERNATIONAL AIRPORT
TERMINAL EXPANSION PROJECT

Work Package 6 (WP-6) Concourse B Improvements

Add Service Elevator & Exit Stairway – East Side
Design Development & Construction Documents

TLC Tasks & Deliverables

1. MEP—support the design of this vertical core as follows:
 - a. Mechanical (similar the original “bump-out’ design)
 - HVAC/required ventilation
 - b. Plumbing (similar the original “bump-out’ design)
 - Storm drainage from roof to UG connection to existing storm line
 - Sump/ Sump-pump drainage from elevator pit
 - c. Fire Protection (similar the original “bump-out’ design)
 - Extend fire sprinkler coverage
 - d. Electrical (similar to original “bump-out” design)
 - Elevator power, housekeeping/convenience outlet(s) in elevator pit, coord. of power for sump pump, etc
 - Lighting & illuminated exit signs
 - Lightning protection as required
 - e. Extend existing fire alarm system coverage into this area.

This effort should include some time for design team coordination meetings, client reviews/ Q&A, QA/QC and project admin., however the time allotted should not duplicate time already allocated for these tasks within the fee for previous additional services request for the re-work of WP-6 that has already been submitted to the Authority for review and approval.

SARASOTA MANATEE AIRPORT AUTHORITY
SRQ - SARASOTA BRADENTON INTERNATIONAL AIRPORT
TERMINAL EXPANSION PROJECT

Work Package 6 (W-6) Concourse B Improvements

Add Service Elevator & Exit Stairway – East Side
Design Development & Construction Documents

Arora Tasks & Deliverables

Special Systems—support the design of this vertical core as follows:

1. Access Control/Security (similar to the original “bump-out’ design)
 - a. Assume access control on stairway enclosure doors and two (2) other spaces (elevator equipment room and electrical room)
2. CCTV (similar the original “bump-out’ design)
 - a. Extend coverage to corridors/ stair, etc. to match what was done on original WP-6
3. Provide voice connection for the elevator cab.
4. Provide an empty conduit from nearest comm room for future data drop at elevator shaft (future Lift-Net or other vertical circulation management/monitoring system)
5. Submissions to include DD (Design Development) and CD (Construction Documents).
6. Perform QAQC; Administration Services and Produce Signed and Sealed Drawings.

Arora will provide modified WP-6 drawings electronically.

SARASOTA MANATEE AIRPORT AUTHORITY
SRQ - SARASOTA BRADENTON INTERNATIONAL AIRPORT
TERMINAL EXPANSION PROJECT

CIVIL SCOPE OF WORK
FOR
WP-6 CONCOURSE B – NEW ELEVATOR AND ENCLOSED STAIRWAY

The civil requirement for the new elevator and enclosed stairway relates solely to the coordination with team members, the modification of existing base drawings, relocation of storm roof drain connections into the existing storm drain system, removal and replacement of apron concrete pavement to meet ADA and apron slope requirements, and the in kind replacement of any marking removed with PCC slab removal. The following drawings are anticipated:

- Modify existing base drawings to include the Proposed Expansion
- Demolition Plans for the Proposed Expansion
- Paving and Grading for the Slab Replacements
- Typical Pavement Section
- Utility Layouts
- Miscellaneous Utility and Marking Details

One site visit is included in the work scope.

Technical specifications prepared for other SRQ work packages will be used.

Excluded Services – Permitting with Manatee County Utilities; Construction Phasing Plans.

AECOM's work effort also includes coordination with team members for this effort and post design services.

Additional Services Fee Proposal		
Sarasota Bradenton International Airport		
SRQ TERMINAL CONCOURSE EXPANSION PROJECT		
SCHEMATIC DESIGN, DESIGN DEVELOPMENT, CONSTRUCTION DOCUMENTS, PERMITTING, AND GMP ASSIST		
6/29/2023 REV 08/14/2023		
Task	DBE PARTICIPATION	Total
Add Services- WP-6 Concourse B - Add Elevator and Enclosed Stairway		
1	Gresham Smith - Add Svcs-Proj Mgmt, Oversight, Coordination	\$ 10,008.00
2	Alliance - Add Svcs- Concept Coord w/ SMAA;SD-CD design integrity review (see attached proposal letter)	\$ 26,230.00
3	MLM-Martin - Add Svcs- Architecture, I.D., Coordination	\$ 76,635.00
4	TLC - Add Svcs- MEP Improvements new elevator and stair enclosure	\$ 15,800.00
5	ARORA - Add Svcs - Comm Improvements new elevator and stair enclosure	\$ 16,444.00
6	HEES - Add Svcs - structural design of new elevator and stair enclosure (see attached proposal letter)	\$ 12,600.00
7	AECOM - Add Svcs - UG storm connection; coordw/ plumbing; civil work	\$ 15,730.00
Basic Services Sub Total		\$ 173,447.00
Basic & Additional Services Total Fees		\$ 173,447.00
Reimbursable Expenses-- NA for this Add Services Request		
1	Travel Expenses, Repographic Services & Other Expenses	
Reimbursable Expenses Sub Total		\$ -
Overall Fees and Reimbursable Expenses		\$ 173,447.00
Overall DBE Participation		44.18%

		Items For Review - 10/23														
		USD Personal Services - Project														
		WORK PACKAGE 6 ADDITION OF SERVICE ELEVATOR & EXIT STAIRWAY														
		6/30/2023														
		Principal	Chief Engineer II	SSE Project Manager	Sr. Specialist III	Sr. Specialist II	Designator II	HRM Manager	HRM Technician	CCC Document Control	Administrative Assistant	Fill in staff table	Fill in staff table	Fill in staff table	Fill in staff table	Total
WORK PACKAGE 6 Addition of Service Elevator & Exit Stairway - Arena																
Task Description																
	WP 6. Addition of Service Elevator & Exit Stairway			4	40	2	1	3	24		4				66	
	1. Service Wire, Drums, LDD & CD Substations	45,000	31,000	275,000	28,000	18,000	13,000	33,000		10,000					241	
	2. KVA's, Administrative Services, Sign & Seal Drawings	-	1,332,000	1,118,000	9,540,000	-	-	522,000	3,553,000	-	376,000				99	
	Part 2 - Subtotal Hours															
	Part 2 - Subtotal Direct Labor															
OVERALL TOTAL PER \$																

ALLIANCE

PROJECT DESCRIPTION, SCOPE, AND FEE

400 Clifton Avenue
Minneapolis, MN 55403
612.874.4100
alliance.com

DATE: August 14, 2023
TO: Sarasota Bradenton International Airport
Joseph Filippelli, Joseph.Filippelli@flysrq.com
Kent Bontrager, kent.bontrager@flysrq.com
John Wright, John.Wright@flysrq.com
Raymond Anderson, Raymond.Anderson@flysrq.com
Lance Lucas, Lance.Lucas@flysrq.com

FROM: ERIC PETERSON

COMM NO: Aii 2023004

RE: SRQ B Concourse Service Elevator and Stair Tower – Concept Design
Sarasota Bradenton International Airport
Sarasota, FL

We appreciate this opportunity to provide you with a Conceptual Design proposal for a Service Elevator and Stair Tower at the SRQ B Concourse.

Project Understanding

The B Concourse at SRQ is currently undergoing improvements and expansion of its Concessions Program. With the additional concessions tenants, it has become evident that the existing service elevator and stair are insufficient for effectively transporting goods from the ground level tenant storage spaces to the sales spaces at the concourse level.

To address this issue and enhance tenants' access to their stored goods, the airport intends to construct a vertical circulation addition to the existing B Concourse that consists of a 2-stop service elevator and enclosed exit stairway. The vertical circulation addition will total 1,200 to 1,400 square feet and connect the ground level tenant storage spaces and the concourse level sales areas. The vertical circulation addition will be located between gates B5 and B7. See attached highlighted floor plans for approximate project location.

This proposal outlines Alliance's role in the design of the new vertical circulation addition at the B Concourse. Alliance will develop a Conceptual Design of the addition for the airport's review and approval. The Conceptual Design will address the functional requirements of the addition, ensuring it is appropriately sized to accommodate the

ALLIANCE

anticipated transportation needs of the tenants' stored goods. Alliance will provide one initial Conceptual Design proposal for the project and only one significant design revision after that based on the Airport's review and design direction. Upon approval of the Conceptual Design by the airport, Alliance will hand-off all design related documents and models to Gresham Smith for further design development. During subsequent design phases by Gresham Smith, Alliance will be retained for Design Integrity, reviewing design milestones and answering any questions about the projects Conceptual Design intent.

Alliance will not be providing design work after the Conceptual Design phase except for milestone reviews and clarifications as noted above. Alliance will not be providing Revit-format three-dimensional models of the conceptual design. See deliverables below.

TASKS AND DELIVERABLES

1. Project Management
 - a. Design Team Reviews
Deliverables: On-going coordination of work efforts through the duration of the project, coordination, and communication with the design team relative to the project, meeting minutes documenting primary discussions and airport direction.
 - b. Airport Design Reviews and Conceptual Design approval.
Deliverables: Bi-Weekly design reviews with the airport. Revised design exhibits for Airport review based on airport's previous design direction.
2. Planning and Conceptual Design Coordination
 - a. Development of architectural massing studies to ensure the appropriate size of circulation elements and the harmonious integration of the addition with existing airport concourse.
Deliverables: Dimensioned Conceptual Floor Plans w/ Area Tabulations, Three-dimensional massing
3. Design Program Integrity Review
 - a. Review schematic design for "design integrity" (does evolving design continue to address all client needs or issues?). Alliance to provide design team with feedback and input.
Deliverables: Review of Design Development progress. (2) Construction Document reviews. One at 60% CD completion and one at 90% CD Completion.

ALLIANCE

DESIGN TEAM RESPONSIBILITIES

1. Gresham Smith team will perform all site survey and due diligence on existing conditions and will adapt conceptual design in response to existing site and building conditions. As this design development occurs, the intent is to have Alliance review to provide feedback and input that will ensure that the final design effectively responds to client operational needs, desires and concerns.
2. Gresham Smith team will also perform a designer's opinion of probably cost once the design and documents are advanced enough to estimate—not before the end of "schematic design" and not after this design addition is being incorporated into the CD's. One of the design development progress reviews described above may involve review of the design team estimate and some discussion of cost-saving measures or options.

SCHEDULE

For the purposes of this proposal, it is assumed that the notice to proceed will be issued by the week of August 28th, 2023, with tasks 1 and 2 to begin immediately. It is anticipated that tasks 1 and 2 will take 6 weeks to complete (dependent on SRQ meeting availability and prompt design direction) and that final approval of the Conceptual Design by the airport will happen near the week of October 9th, 2023. Task 3 will begin at the start of the Schematic Design phase and will be ongoing throughout the rest of the project's design.

MEETINGS

For the purposes of this proposal, it is assumed that Design Team coordination and review meetings will be held virtually on a weekly basis during tasks 1 and 2. Airport Review meetings will be held virtually on a bi-weekly basis during tasks 1 and 2. Meetings with the Design Team for task 3 will be held virtually on an as-needed basis.

ALLIANCE

FEE PROPOSAL

We propose to provide the Professional Services as described above on a lump sum basis as follows:

Preliminary DRAFT Workplan and Fee for Alliance		
Labor Fee Summary - All Tasks		
1. Project Management	\$	7,530.00
2. Planning and Conceptual Design Coordination	\$	11,680.00
3. Design and Program Integrity Review	\$	6,920.00
Labor Fee - All Tasks	\$	26,130.00
Estimated Expenses Summary - All Tasks		
Printing, Postage, and Materials		\$100.00
Expenses - All Tasks		\$100.00
Totals		
Labor Fee - All Tasks	\$	26,130.00
Expenses - All Tasks		\$100.00
Total Labor Fee and Expenses - All Tasks	\$	26,230.00

Task	PIC / Architect / Planner	Project Manager / Designer	Senior Designer	TOTAL HOURS	Labor Fee
Total all phases	12	11	113	136	\$ 26,130.00
1. Project Management					
a. Design Team Reviews	2	2	15	19	\$ 3,650.00
b. Airport Design Reviews and Conceptual Design Approval	4	4	12	20	\$ 3,880.00
NA					
Total this phase	6	6	27	39	\$ 7,530.00
2. Planning and Conceptual Design Coordination					
a. Architectural Concept Design	4		56	60	\$ 11,680.00
NA					
Total this phase	4	0	56		\$ 11,680.00
3. Design and Program Integrity Review					
a. DD and CD Reviews and Clarifications	2	5	30	37	\$ 6,920.00
NA					
Total this phase	2	5	30	37	\$ 6,920.00

ALLIANCE

Please review and let us know if you have any further questions or suggestions.

We are excited by this opportunity to work with the Sarasota Bradenton International Airport.

Feel free to contact me with any comments or questions at 612.874.4102 or 612.578.6807 (mobile).

Sincerely,



Eric Peterson, AIA, LEED AP,

Principal

ALLIANCE

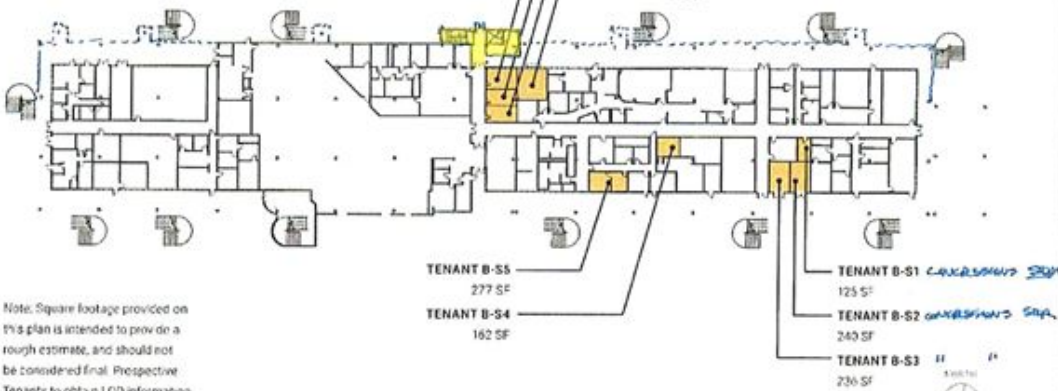
5.6 Location Plans and Visual Exhibits

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5.5 Overall Concessions Plan, B Concourse, Level 1

TENANT KEY:

- Concessions
- Concessions Storage
- Retail
- Non-leased, Tenant Furnished Areas
- Passenger Path of Travel



Note: Square footage provided on this plan is intended to provide a rough estimate, and should not be considered final. Prospective Tenants to obtain LOD information from the Airport Authority.

05/11/2023

Concessions Design Manual—Sarasota Bradenton International Airport 37

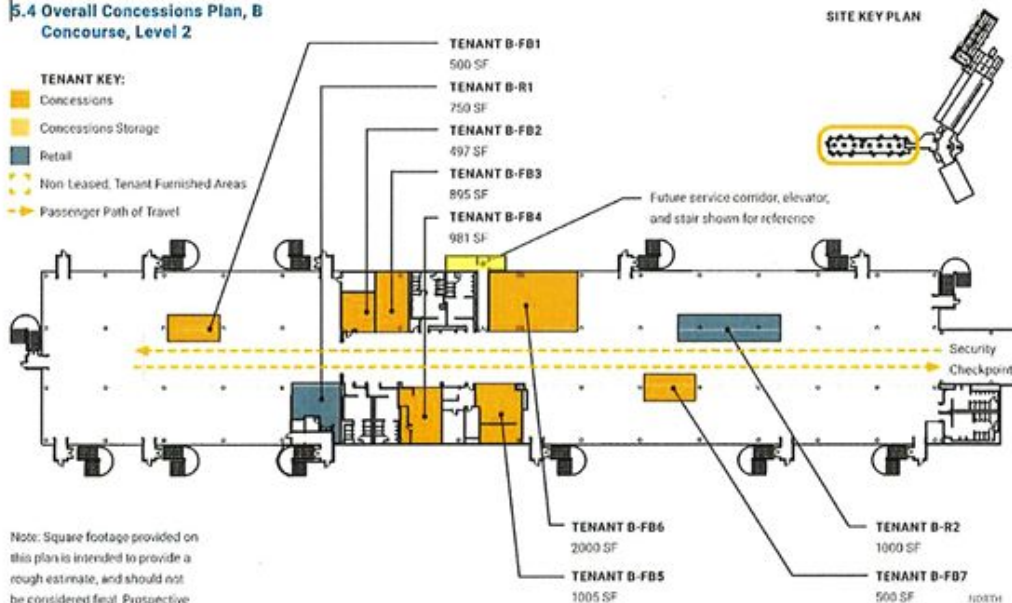
5.6 Location Plans and Visual Exhibits

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5.4 Overall Concessions Plan, B Concourse, Level 2

TENANT KEY:

- Concessions
- Concessions Storage
- Retail
- Non-leased, Tenant Furnished Areas
- Passenger Path of Travel



Note: Square footage provided on this plan is intended to provide a rough estimate, and should not be considered final. Prospective Tenants to obtain LOD information from the Airport Authority.

05/11/2023

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AGENDA ITEM NO. 5.7

SARASOTA MANATEE AIRPORT AUTHORITY
AUGUST 28, 2023 MEETING
STAFF NARRATIVE

REQUEST FOR APPROVAL: TIME PERFORMANCE INCENTIVE CLAUSE FOR THE TERMINAL EXPANSION PROJECT

EXECUTIVE SUMMARY: The Board approved a contract with DeAngelis Diamond – Magnum Builders (DDM) as the number one ranked firm to provide Construction Manager at Risk services for the Terminal Expansion Project. It was anticipated that multiple early release packages with Guaranteed Maximum Prices (GMP) for construction would be presented at separate Board meetings. GMP packages 1 through 5 have been presented and approved by the Authority. Staff is presenting a proposed additional incentive clause option as a Time Performance Incentive Clause to be added to GMP Packages 1 through 5, allowing various stages of incentives if substantial completion of GMP Packages 1 through 5 occur by various dates.

NARRATIVE: The Authority has approved GMP Packages 1 through 5, with a total cumulative value of \$94,999,732.00. DDM has begun work with a contract completion date of December 23, 2024. Currently two other construction projects are underway adjacent to the Ground Boarding Facility, and the potential for construction delays exist between the three separate projects. To reduce potential time delays to the Ground Boarding Facility which could be justified by the impacts of the adjacent projects, a Time Performance Incentive Clause is recommended by staff. This time performance clause would not be extended beyond dates specified in the Time Performance Incentive Clause for any reason including construction delays caused by adjacent projects.

The contract completion date is December 23, 2024; the incentive compensation can only be received by DDM if substantial completion is achieved for GMP packages 1 through 5 on the various dates described below:

Substantial Completion prior to November 23, 2024:	\$475,000.00
Substantial Completion prior to December 23, 2024:	\$375,000.00
Substantial Completion prior to January 23, 2025:	\$200,000.00
Substantial Completion prior to February 23, 2025:	\$100,000.00

Any incentive bonus provided by the Authority to the CMAR would not be eligible for any federal or state funding and would be solely Authority funded. Completion by DDM one month ahead of schedule would net an incentive bonus of approximately 0.50% of project costs. Completion by DD two months behind schedule would net an incentive bonus of approximately 0.10% of project costs.

Staff request approval to include the Time Performance Incentive Clause.

RECOMMENDATION: It is hereby recommended that the Sarasota Manatee Airport Authority authorize the Chairman to execute the Time Performance Incentive Clause with DeAngelis Diamond – Magnum up to the amount shown in the attached clause. Staff also requests authorization to prepare all documents necessary to implement this action.

AGENDA ITEM NO 5.8

**SARASOTA MANATEE AIRPORT AUTHORITY
AUGUST 28, 2023 REGULAR MEETING
STAFF NARRATIVE**

RATIFICATION: TERMINAL BUILDING EXPANSION BUILDERS RISK INSURANCE

EXECUTIVE SUMMARY: Exposure to casualty loss on property assets under construction is typically covered by a Builder's Risk Insurance Policy. The terminal building expansion project will have significant asset value exposed to a variety of potential casualties during the term of construction, including the risk of windstorm during two hurricane seasons. Following the Board's approval on May 22, 2023 of the construction contract amendment establishing a guaranteed maximum price for the ground boarding facility, two firm quotes for Builders Risk coverage were obtained. Insurance carriers are reluctant to bind coverage after the commencement of vertical construction. Consequently, with vertical construction scheduled to commence prior to the Board's meeting on August 28, 2023, coverage was bound following verbal concurrence by a majority of the Board, consulted via telephone by the President/CEO. Ratification of that action is now requested.

NARRATIVE: Assets under construction are generally excluded from the real property insurance coverage carried by the Authority on its existing buildings. Accordingly, separate Builders Risk coverage is sometimes required for construction projects, particularly when a project involves material amounts of vertical construction exposed to casualty losses.

While this coverage can be furnished by either the contractor or the owner, considering that the owner will pay the cost regardless, it can be preferable for the owner to purchase the coverage directly. As a governmental entity, the most compelling reason for doing so may be that, in the event of a loss, the opportunity exists for the recovery of the policy deductible and losses exceeding policy limits in the form of FEMA grants that can be handled directly between the Authority and FEMA without the complication of insurance coverage placed by a third party on the assets involved in the claim.

Once exposures could be calculated following approval of the fourth amendment to the construction contract, the Authority's insurance broker, A.J. Gallagher & Co., provided firm competitive quotes from Chubb (ACE American) and Liberty Mutual for consideration by the Authority. The proposals offered identical hard cost coverage of \$54.4 million with a soft cost allocation at 10% for the full construction term. While the premium under the ACE proposal at \$395,105 exceeded that proposed by Liberty Mutual by \$22,000, the coverage offered by ACE was far superior: named windstorm and flood limits of \$10 million vs. \$5 million; named windstorm deductible of 5% vs. 7.5%; and full policy limit on unnamed windstorm (e.g. severe thunderstorm or tornado) vs. \$5 million limit.

ACE American Insurance Company carries an A.M. Best rating of A++ (superior), the highest rating assigned by the rating firm.

RECOMMENDATION: It is hereby recommended that the Sarasota Manatee Airport Authority Board ratify the purchase of Builders Risk Insurance Coverage applicable to the Terminal Building Expansion project from ACE American Insurance Company for a full construction term premium of \$395,105.

AGENDA ITEM NO. 5.9

SARASOTA MANATEE AIRPORT AUTHORITY AUGUST 28, 2023 REGULAR MEETING STAFF NARRATIVE

RE APPROVAL: RESOLUTION NO. 2023-08 TO ADOPT THE SARASOTA COUNTY UNIFIED LOCAL MITIGATION STRATEGY

EXECUTIVE SUMMARY: Authority staff is pursuing a hazard mitigation grant to assist with funding upgrades to those sections of the SRQ terminal building roof that were damaged during last year's Hurricane Ian, but which were not replaced following the storm. Mitigation funds to address vulnerabilities disclosed by Hurricane Ian have been allocated by FEMA to the state of Florida and, in turn, by the state to the counties impacted by Ian. Funds are only made available to those governmental entities within a county that have formally adopted the Local Mitigation Strategy for the county through which application is made. Accordingly, to submit a valid grant application by the deadline of August 29, 2023, it will be necessary for the Authority to adopt the attached Resolution No. 2023-08.

NARRATIVE: The Federal Emergency Management Agency (FEMA) requires local governments to develop and adopt hazard mitigation plans as a condition for receiving certain types of non-emergency disaster assistance, including funding for mitigation projects. In Florida, it is customary for each county to establish a Local Mitigation Strategy Working Group (LMSWG) to develop and implement a Local Mitigation Strategy (LMS) that identifies the various hazards and vulnerabilities facing the county and the strategies for addressing each. The LMS can then be adopted by the county government, the various municipal governments within the county, and other governmental partners, should they so choose. Those adopting the LMS become eligible for mitigation grants and are committed to participating with the LMSWG going forward in the further refinement and updating of the LMS. The current Sarasota County Unified LMS is attached for reference.

When Hurricane Ian struck in late September 2022, the terminal building had a roofing system that had last been replaced in 2011. The roof can be easily segmented into four easily distinguishable areas or wings: ticket wing, baggage wing, concourse, and the terminal core.

The roofing on all segments of the terminal building were damaged to differing degrees by Hurricane Ian. The most significant damage was to the roof on the ticket wing – so much so that this section required nearly immediate replacement following emergency work to protect the building interior which saw significant water intrusion during the storm resulting in damage to the building interior and equipment. Damage to the other three roof segments was less severe and was addressed with emergency repairs also conducted immediately following the storm.

The roof replacement on the ticket wing segment of the terminal building resulted in a significant enhancement to the roofing system installed in 2011 in two principal ways:

1. The roofing membrane was upgraded from .45 mil to .80 mil.
2. The nailing patterns and adhesion of the membrane to the roof deck were upgraded to better resist wind lift.

The proposed mitigation project would seek to upgrade the remaining three sections of the terminal roof in a manner similar to the ticket wing segment so that the roofing system on the entire terminal building is uniform and resilient against damage that might otherwise result from future windstorm events.

If awarded, the grant would pay 75% of the expected \$2+ million cost of this project.

RECOMMENDATION: It is hereby recommended that the Sarasota Manatee Airport Authority pass Resolution No. 2023-08; Adoption of the Sarasota County Unified Local Mitigation Strategy, with an allowance in the motion for technical language modifications as may be required by FEMA or the Florida Division of Emergency Management to facilitate processing of the grant application.

**SARASOTA MANATEE AIRPORT AUTHORITY
RESOLUTION 2023-08
ADOPTING SARASOTA COUNTY UNIFIED LOCAL MITIGATION STRATEGY**

WHEREAS, the Sarasota County Unified Local Mitigation Strategy is the representation of the community's commitment to reduce vulnerability and risks from natural hazards, serving as a policy guide as resources are committed toward reducing the effects of natural hazards; and

WHEREAS, the Sarasota Manatee Airport Authority ("Airport Authority") is an independent special district of Florida and, as such, it is the owner and operator of the Sarasota Bradenton International Airport ("Airport") with facilities located in unincorporated Sarasota and Manatee Counties and the City of Sarasota; and

WHEREAS, the Airport is subject to natural hazards including severe weather, hurricanes, tornadoes, floods, and fires, and faces potential damage to life, property, and natural resources; and

WHEREAS, the Local Mitigation Strategy Working Group, comprised of employees and community members of Sarasota County, the City of Sarasota, the City of Venice, the City of North Port, the Town of Longboat Key, Sarasota County School Board and Sarasota Memorial Hospital, is open for participation by any and all interested parties, including the Airport Authority; and

WHEREAS, the Local Mitigation Strategy Working Group has identified local hazards and has assessed county-wide vulnerability and risk to these hazards, ultimately identifying and prioritizing mitigation initiatives that would reduce local vulnerability; and

WHEREAS, initiatives identified, based upon established and accepted criteria, and included on the Local Mitigation Strategy Initiatives Lists are given more consideration by state-managed funding programs, including but not limited to the Hazard Mitigation Grant program, and the Pre-Disaster Mitigation Competitive Grant Program; and

WHEREAS, the Unified Local Mitigation Strategy is designed to be a process-oriented document with review and revision policies that allow the Local Mitigation Strategy to be changed to meet new or changing conditions including hazard-event frequency, perceived local needs, completed projects and initiatives, and funding opportunities;

NOW, THEREFORE BE IT RESOLVED, that the Sarasota County Unified Local Mitigation Strategy is hereby adopted as the formal guide for Hazard Mitigation Activities conducted at the Sarasota Bradenton International Airport

PASSED AND ADOPTED this 28th day of August 2023.

SARASOTA MANATEE AIRPORT AUTHORITY

Chairman

ATTEST:

Secretary



Sarasota County Unified Local Mitigation Strategy



January 2021

Executive Summary

Sarasota County and its jurisdictions face a variety of natural and man-made hazards that could affect the lives and property of residents and visitors. The development and implementation of the Sarasota County Unified Local Mitigation Strategy (LMS) provides a mechanism for the County, its jurisdictions, and partners to address issues through implementation of projects that will reduce or eliminate exposure to and the impacts of hazards. The last update of the LMS, conducted in 2016, was a result of a coordinated, cooperative effort of local government and partners who make up the Sarasota County Local Mitigation Strategy Working Group.

Over the past 5 years Sarasota County has seen an increase in residential and commercial growth, including several high-rise condominium and hotels built in the downtown Sarasota area along the bayfront. Additional construction impacts the vulnerability of a community to hazards, primarily hurricane, flooding, and other severe weather. However, as growth increases some vulnerability is reduced. New construction in areas that used to be the wildland-urban interface reduces wildfire threat. Public safety also increases with growth. North Port for example will build two new fire stations within the next four years. Sarasota County Fire Department has added Station 10 in the eastern portion of the county with a fire engine and rescue crew, and Longboat Key has seen an increase in the demo-rebuild market. Mitigation activities have included wind retrofit and 1ft to 3ft freeboard to meet current local ordinances and state building codes. In 2018 Sarasota County Schools completed a construction project at Booker High School that meets the Enhanced Hurricane Protection Area requirements by adding 2400 shelter spaces and a project began in 2020 to retrofit and harden Taylor Ranch Elementary school in Venice in order to add more shelter space in the south part of the county.

Hazard mitigation is defined as any action taken to permanently reduce or eliminate long-term risk to people and property from the effects of hazards. Some examples of hazard mitigation include land use planning techniques that limit infrastructure in high hazard areas and programs for retrofitting existing structures to meet new building codes and standards. Ideally, a community can minimize the effects of future hazards through a mix of code enforcement, planning, and responsible development.

Mitigation occurs in many ways through various activities of governmental and non-governmental agencies and stakeholders. Together, these activities establish the mitigation goals for a community and provide the framework for effective redevelopment. Existing plans, programs, policies, and ordinances should regularly be reviewed to identify mitigation activities that have been implemented within a jurisdiction. These independent activities are combined and contained in the LMS.

Effective mitigation should not be viewed as an impediment to continued growth and development of a community. An overarching philosophy of mitigation should be applied to all decisions related to a community's growth so that communities across Florida can grow smarter. The intent of incorporating mitigation into development practices should be the creation of safer and more economically resilient communities.

2021 Sarasota County Unified Local Mitigation Strategy

The 2021 Sarasota County Unified Local Mitigation Strategy plan was developed as a multi-jurisdictional, multi-hazard strategy to involve the public, assess the hazards, determine the vulnerability, identify risks, set goals, and identify mitigation activities, and plan for natural and manmade hazards to Sarasota County and the jurisdictions therein. The LMS was established and continues to operate in accordance with prevailing federal, state, and local guidelines and requirements.

The LMS is a streamlined document, is user friendly, and is not maintenance intensive. This concept was originally incorporated to the FEMA-approved 2010 LMS and remains in place in the 2021 update. All planning requirements are met with little extra verbiage or information found in other plans.

2021 Sarasota County Unified Local Mitigation Strategy

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- **Annex B: City of Sarasota Floodplain Management Plan**
- **Annex C: City of Venice Floodplain Management Plan**
- **Annex D: Sarasota County Government Floodplain Management Plan**
- **Annex E: Town of Longboat Key Floodplain Management Plan**
- **Appendix A: Jurisdiction Resolutions**
- **Appendix B: The Sarasota County Local Mitigation Strategy Working Group By-Laws**
- **Appendix C: Project Evaluation Worksheet**
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- **Appendix E: Mitigation Successful Projects**
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- **Appendix K: Local Plan Integration**
- **Appendix L: Unified Program for Public Information**

2021 Sarasota County Unified Local Mitigation Strategy

Section I: Planning Process

Local hazard mitigation planning is the process of organizing community resources, identifying and assessing hazard risks and determining how to best minimize or manage those risks. This process culminates in a hazard mitigation plan that identifies specific mitigation actions designed to achieve both short-term planning objectives and a long-term community vision.

Communities that participate in hazard mitigation planning may experience benefits including:

- Saving lives and property.
- Saving money.
- Accelerating recovery following disasters.
- Reducing future vulnerability (improving resiliency) through wise development and post-disaster recovery and reconstruction.
- Expediting the receipt of pre-disaster and post-disaster grant funding; and
- Demonstrating a firm commitment to improving community health and safety.

A. Multi-Jurisdictional Planning Participation

Development of the 2021 Sarasota County Unified Local Mitigation Strategy update was a multi-jurisdictional effort encompassing all the jurisdictions represented by the plan. Beginning in December of 2007, and each calendar quarter thereafter, the Sarasota County Local Mitigation Strategy Working Group has held quarterly meetings to identify, discuss, and recommend changes to maintain and update the plan. Each continuing and new jurisdiction participated in the development of the plan and was a full and integral member of the review and decision process. Table 1 below identifies the participating jurisdictions in The 2021 Sarasota County Unified Local Mitigation Strategy update. Meeting agendas, minutes, and public notices may be found in Appendix F.

Table 1: Participating Jurisdictions

Jurisdiction	Planning Participation		
	New	Continuing	No Longer
City of North Port		X	
City of Sarasota		X	
City of Venice		X	
Sarasota County		X	
Sarasota County Schools		X	
Sarasota Memorial Hospital		X	
Town of Longboat Key		X	
Sarasota Soil and Water Conservation District	X		

2021 Sarasota County Unified Local Mitigation Strategy

The Sarasota County Unified Local Mitigation Strategy includes Sarasota County, its unincorporated areas, four incorporated municipalities, Sarasota County Sheriff's Office the Sarasota County School Board, Sarasota Memorial Hospital, and the Sarasota County Soil and Water Conservation District. To satisfy multi-jurisdictional participation requirements, the county and participating jurisdictions were required to perform the following tasks:

- Participate in mitigation planning workshops.
- Provide data for the Hazard Analysis and Risk Assessment.
- Identify completed mitigation projects; and
- Adopt the Updated Local Mitigation Strategy.

B. Multi-Jurisdictional Plan Adoption

Adoption of the plan is a multi-jurisdictional function that requires each participating jurisdiction to independently accept and adopt the plan by resolution or ordinance. The specific jurisdictions represented by the 2021 Sarasota County Unified Local Mitigation Strategy plan are:

- City of North Port
- City of Sarasota
- City of Venice
- Town of Longboat Key
- Sarasota County
- Sarasota County Schools
- Sarasota Memorial Hospital
- Sarasota County Soil and Water Conservation District

Each participating jurisdiction will formally adopt the LMS following approval by FDEM/FEMA and adoption by the Sarasota County Board of County Commissioners. Supporting documentation for each jurisdiction will be incorporated into Appendix A once approval and adoption is complete.

C. History of Hazard Mitigation in Sarasota County

The first Sarasota County Local Mitigation Strategy was approved in 1999 and updated in 2004, 2009, and 2016. During the Spring of 2020, the Local Mitigation Strategy Work Group met to focus on the development of a process to update the 2016 LMS. The initial meeting identified two main focal points for the members: updating the current plan in accordance to established standards, and the integration of local floodplain plans into the local mitigation strategy to form one document.

2021 Sarasota County Unified Local Mitigation Strategy

A process was established to review the 2016 plan based upon the Local Mitigation Plan Review Crosswalk and to identify any deficiencies in that plan. Members were also tasked with identifying portions of the 2016 plan that did not meet their current goals and strategies. Through a series of quarterly meetings by the Local Mitigation Strategy Working Group and the Regional Floodplain Management Planning and Coordination Committee, a detailed analysis was conducted. Recommended revisions to the plan were drafted by the Emergency Management Chief (LMS Chair) of Sarasota County Emergency Management and forwarded to the Vice Chair for the initial review. Once the initial review was complete, the revisions were forwarded to the entire Local Mitigation Strategy Working Group for review and approval. Upon approval by the members of the Working Group, the revisions were incorporated into the updated plan.



The Local Mitigation Strategy Working Group and the Regional Floodplain Management Planning and Coordination Committee meeting laid the foundation for combining the Local Mitigation Strategy Plan with each jurisdiction participating in the Community Rating Systems Floodplain Management Plan. The plans were combined by including them as an annex to the Local Mitigation Strategy Plan. While this accomplishment is minor in the overall scheme, it did save several work hours for the participating jurisdictions by precluding the need for separate resolutions on each plan. Each jurisdiction continues to develop strategies and methods for the continued coordination of both plans.

During the December 2007 Sarasota County Local Mitigation Strategy Working Group meeting, a discussion took place to determine the need to form a plans committee. A decision was made that a separate plans committee would be formed after the update was completed and would be tasked with advising and recommending changes based upon new State and Federal regulations in subsequent years. It was determined by the members that each participating jurisdiction should have an equal and participating role in the update of the plan.

*2021 Sarasota County Unified Local Mitigation Strategy***D. The 2021 LMS Update**

The Sarasota County Local Mitigation Strategy Working Group prepared the 2021 LMS update by working collaboratively utilizing the Smartsheet application. The LMS Working Group Chair, Ed McCrane, Sarasota County Emergency Management Chief, led the update process, which was facilitated by Emergency Management Officer Ryan Murphy. Table 2 identifies the 2021 Local Mitigation Strategy Working Group members. The update of the Sarasota County LMS Plan began in January 2020.

The Sarasota County Local Mitigation Strategy Working Group reviewed and analyzed each section of the 2016 plan in accordance with the current Local Mitigation Plan Review Crosswalk. During the update of the 2010 LMS a unanimous decision was made to ensure the LMS is a streamlined document, is user friendly, and is not maintenance intensive. This concept remains in place in the 2021 LMS. All planning requirements are met with little extra verbiage or information found in other plans.

The Sarasota County Local Mitigation Strategy Working Group utilized the mitigation planning process recommended by FEMA (Publication Series 386) and the Florida Division of Emergency Management to complete the update of the Sarasota County LMS. A Local Mitigation Plan Crosswalk (Appendix J) provides a detailed summary of FEMA's current minimum standards of acceptability for compliance with the Disaster Mitigation Act of 2000 and notes the location of each requirement within the Plan.

The update process involved identifying additional hazards, updating the risk assessment using the most recent and best available data, and evaluating existing mitigation goals, projects, and programs for overall effectiveness. The hazard analysis includes the hazards from the 2010 LMS hazard profile, information from the August 2013 Florida State Risk Assessment, and hazards identified in other emergency management plans for Sarasota County. The 2021 LMS Update was prepared using and incorporating relevant content from the 2016 Sarasota County LMS.

Priority considerations that are reflective of some minor revisions to The 2021 LMS Update include change of leadership and impacts from Hurricane Irma. Since the 2015 LMS Update three of the five members of the Sarasota County Board of County Commissioners have changed. In addition, in 2018 Sarasota County hired a new County Administrator. The City of Sarasota has seen three different Mayors, as well as changes on their commission since the 2015 LMS Update. Similarly, the City of North Port received a new City Manager in 2017 and changes to its commission and Mayor. The City of Venice has seen its entire council change since the 2015 LMS Update. The Town of Longboat Key hired a new Town Manager in 2018 and newly elected members of their commission and a new mayor. These changes in leadership have influenced many policy related decisions across each municipality within the LMS Working Group. Hurricane

2021 Sarasota County Unified Local Mitigation Strategy

Irma also served as a learning experience, which yielded 93 action items following an After-Action Review. Those lessons learned have influenced updates to The 2021 Local Mitigation Strategy.

Sarasota County and its jurisdictions are vulnerable to man-made and technological hazards. Man-made hazards are threats having an element of human intent, negligence, or error; or involving a failure of a human-made system. This is as opposed to natural hazards that cause natural disasters. The 2021 LMS update includes a man-made hazard profile.

Table 2: 2021 Planning Process Contributors

Jurisdiction	LMSWG Member	Title
City of North Port	Eric Tiefenthaler	EM Chief
City of North Port	Valerie Malingowski	Grants Coordinator
City of North Port	Elizabeth Wong	Storm Water Manager
City of Sarasota	Cynthia Cahill	CRS Coordinator
City of Sarasota	Richard Kerkering	EM Chief
City of Venice	Kathleen Weeden	City Engineer
City of Venice	Gillian Carney	Stormwater Engineering Research Analyst
Ringling Museum	Cherie Knudsen	Security Director
Sarasota County	Ed McCrane, Chairman	EM Chief
Sarasota County	Donna Bailey	CRS Coordinator
Sarasota County	Ryan Murphy	EM Officer
Sarasota County School Board	Darrell Reyka	Director, Safety and Security
Sarasota County Sheriff's Office	Karen Silano	Grant Coordinator
Sarasota Memorial Hospital	John Salt	Facilities Mgmt. Director
Sarasota Memorial Hospital	Aaron Schneck	EM Manager
Town of Longboat Key	James Linkogle	Public Works Director
University of South Florida	Richard Lyttle	Facilities Director

Coordination with other agencies and organizations outside of Sarasota County took place in many different forms. Notification to neighboring jurisdictions occurred via email and face to face updates during regional and other ongoing Emergency Management meetings and other projects. As in most local governments, employees are often involved in several different projects at the same time, but of a similar nature. The members of the Sarasota County Local Mitigation Strategy Working Group represent a diverse group of job specialties including professional planners, engineers, public works professionals, emergency management professionals and educators. Many of these same members participated in the Pennsylvania State University Sea Level Rise project in Sarasota County and continue to be involved in the Sarasota County Post Disaster Redevelopment Plan. Additionally, each job specialty offers its own set of collaboration methods with the member's counterparts in jurisdictions outside of Sarasota County. The jurisdiction of the Town of Longboat is equally divided between Sarasota and Manatee Counties and the representative from the Town of Longboat Key is a member on both LMS Working Groups. While direct involvement was limited by parties outside the jurisdiction, the indirect sharing of ideas, goals and objectives were of great value in the development of the updated plan.

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The Sarasota County Local Mitigation Strategy Working Group continues to recognize that opportunity exists for greater involvement amongst the remaining jurisdictions, nonprofits, and other interested parties within the county as well as our neighboring communities. Additional jurisdictions include, but are not limited to, Englewood Water District, Englewood Fire District, and the Sarasota Bradenton Airport Authority. In addition to non-participating jurisdictions, the Working Group has identified educational, business, and civic groups for direct invitations to participate with the LMS Working Group.

E. Integration with Other Plans

Several existing plans and studies were reviewed or participated in by members of the Local Mitigation Strategy Working Group and the Regional Floodplain Management Planning and Coordination Committee. These included, but were not limited to:

- Sarasota County Comprehensive Emergency Management Plan
- Pennsylvania State University Sea Level Rise Study
- Post Disaster Redevelopment Plan (On-going)
- Sarasota 2050
- Jurisdiction Comprehensive Plans
- Jurisdiction Floodplain Management Plans
- Jurisdiction Codes and Ordinances
- State of Florida Hazard Mitigation Plan
- Peace River/Manasota Regional Water Supply Authority Reservoir Emergency Action Plan
- Unified Program for Public Information
- Sarasota County Continuity of Operations Plan (COOP) Update

Participating jurisdictions have incorporated the Local Mitigation Strategy and hazard mitigation into their local land use and comprehensive plans. Each of the cities through their comprehensive plans, permitting processes, and land development regulation programs implement the goals of the Sarasota County LMS.

Sarasota Memorial Hospital is a special jurisdiction which differs from local government as far as policies related to mitigation. However, the hospital requires all new project construction and renovation consider community wide vulnerability analysis and builds hurricane protection features into all new buildings and renovations of current facilities. A wind retrofit of the Sarasota Memorial East Tower was funded by a \$619,851 Hazard Mitigation Grant Program to install hurricane shutters on the facility. Sarasota Memorial is an active participant in the Sarasota County LMS working group and continues to apply for future mitigation grants. See Sarasota Memorial’s policy memo dated September 30, 2015 in Appendix K.

Sarasota County School Board is a special jurisdiction which also differs from local government as far as policies related to mitigation. By policy, Sarasota County

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School Board has goals and objectives associated with providing a safe learning environment for the community, including multi-jurisdictional, multi-hazard strategies to assess hazards, identify risks, determine vulnerabilities, establish mitigation activities, and plan for natural and manmade hazards. School Board policies and procedures reflect their commitment to current and future initiatives of the updated 2016 Local Mitigation Strategy. See Sarasota County Schools LMS 2015 memo in Appendix K.

Examples of LMS and Hazard Mitigation integration in participating jurisdiction plans are provided in Appendix K.

F. Public Involvement

An important component of this planning process is the opportunity for the public to provide input. Individual citizen and community-based input provides the planning team with a greater understanding of local concerns and increases the likelihood of successfully implementing mitigation actions by developing community support from those directly affected by the decisions of public officials. As citizens become more involved in decisions that affect their safety, they are more likely to gain a greater appreciation of the natural hazards present in their community and take the steps necessary to reduce their impacts. Public awareness is a key component of any community's overall mitigation strategy aimed at making a home, neighborhood, school, business, or city safer from the potential effects of natural hazards.

Public input was sought using a variety of methods. Appendix F provides documentation of LMS public meeting notices, surveys, and other public involvement and outreach in the LMS update process. A webform survey was made available on the county website over a two-week period allowing citizens to review the draft update and provide feedback. This review period was promoted via social media reaching nearly 20,000 followers. Engagement metrics from the associated social media posts are in Appendix F. No citizen input was received during this review period.

Improvements to obtaining a greater level of public feedback can be made in a number of ways. Specifically, for the next update the webform survey will be made available prior to draft revisions in order to gain public feedback early for ease of integration. Additional social media posts will be made encouraging feedback and a longer review period will be implemented. In addition, a key improvement will be to hold meetings in-person. Since March 2020 LMS Working Group Meetings have been held virtually due to challenges associated with the COVID-19 pandemic.

Website

The public has been provided an opportunity to provide input on the Sarasota County LMS since the December 2007 meeting. Each Local Mitigation Strategy Working Group meeting is advertised as a public service announcement in the local

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newspaper. Sarasota County Emergency Management has also created a separate link for Local Mitigation Strategy on Sarasota County’s All-Hazards web site. The website may be found at <https://www.scgov.net/government/emergency-services/local-mitigation-strategy>. This web site not only provided an opportunity to view the draft copy, but a direct link to email questions or comments to the Working Group via the lms@scgov.net email address. Prior to each jurisdiction’s approval resolution, the public will be afforded a final opportunity to comment on the plan during the respective jurisdiction’s adoption process.

Social Media

Sarasota County jurisdictions utilize social media for public outreach, disaster preparation messaging, and hazard mitigation activities. County staff posted information related to the LMS Plan Update on Sarasota County’s Facebook page and that post carried through to other Facebook pages.

Community Meetings & Outreach

Participating jurisdictions constantly provide disaster preparedness and hazard mitigation activities and information to the public. These include community meetings, speaking engagements, use of social media, and other outreach campaigns.

The Sarasota County LMS Working Group survey is used during public outreach events. The survey is a tool to educate the public about the LMS as well as to receive input from the public about completed and future mitigation activities and/or projects.

Section II: Community Profile

A. Geographic Profile

Sarasota County is located on the west coast of Florida about 60 miles south of Tampa Bay. It is bordered to the north by Manatee County, the east by DeSoto County, to the south by Charlotte County, and to the west by the Gulf of Mexico. Sarasota County encompasses a total area of 725 square miles, of which 572 square miles is land, and 154 square miles are classified as a water feature. The county is surrounded by 35 miles of open shoreline along the Gulf of Mexico.

Sarasota County includes 4 incorporated jurisdictions:

- City of North Port
- City of Sarasota



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- City of Venice
- Town of Longboat Key

Table 3: Jurisdiction Land Distribution

Jurisdiction	Land Area (Square Miles)	Percent of Total Land Area
City of North Port	104.1	18.1%
City of Sarasota	14.7	2.6%
City of Venice	16.6	2.9%
Town of Longboat Key	2.3	0.4%
Unincorporated County	435	76%

Sarasota County’s generally flat topography is characterized by isolated swamps and marshes, which connect into sloughs and meandering streams that flow into the coastal estuaries. Elevation along the Gulf of Mexico coastline ranges from 1 to 18 feet above sea level with the highest natural elevation in the northeast portion of the County at 95 feet above sea level.

B. Population and Demographics

Sarasota County’s 2019 population is 426,275 according to Florida’s Bureau of Economic and Business Research (BEBR). Since the last decennial census in 2010, Sarasota County added 46,827 new residents countywide, but there were significant variations in the population growth within the jurisdictions. As a whole, the County grew by 12%, the same rate of growth experienced by the City of Venice. Sarasota County growth is being driven by new housing developments being built east of the I-75 corridor particularly in mid county. The City of Sarasota and the unincorporated area both increased their populations by 9% while the Town of Longboat Key (Sarasota County portion) grew by 2%. The City of North Port outpaced all other jurisdictions with a growth rate of 28% from 2010 to 2019. The extensive growth in the City of North Port has been partly due to the development and expansion of the planned West Villages community. In 2018, the City of North Port also saw the opening of the new Atlanta Braves spring training stadium known as Cool Today Stadium. Growth across all municipalities continues to be driven by housing developments. A new hospital is currently under construction and is scheduled to open in 2021 near Laurel Road and I-75. It is expected that this will bring additional jobs and residents to the area. With increased hardscape resulting from residential and commercial development throughout each municipality the potential vulnerability for residential flooding does increase; however, is offset through the development review process during which requirements for stormwater mitigation are closely analyzed. Sarasota County along with each municipality (City of Venice, City of Sarasota, City of North Port and Town of Longboat Key) have established development review processes that engage stormwater staff to ensure reductions in flood risk. Similarly, the development review process includes comments from transportation, planning, environmental services and others to further mitigate risk associated with traffic, coastal erosion, and structural damage. The mitigation stemming from increased regulatory standards actually decreases overall vulnerabilities by ensuring new development meets all codes.

For the next decade of 2020 to 2030, Sarasota County’s population is expected to increase by 13%. As the population growth continues the LMS Working Group will continue to update the LMS accordingly to be reflective of community needs and changes. This will be

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accomplished through our quarterly meetings and ensuring that representatives from Sarasota County Planning and Development are included in the working group. Table 4 below reflects the population growth projections through 2045 in Sarasota County.

Table 4: Population Projections

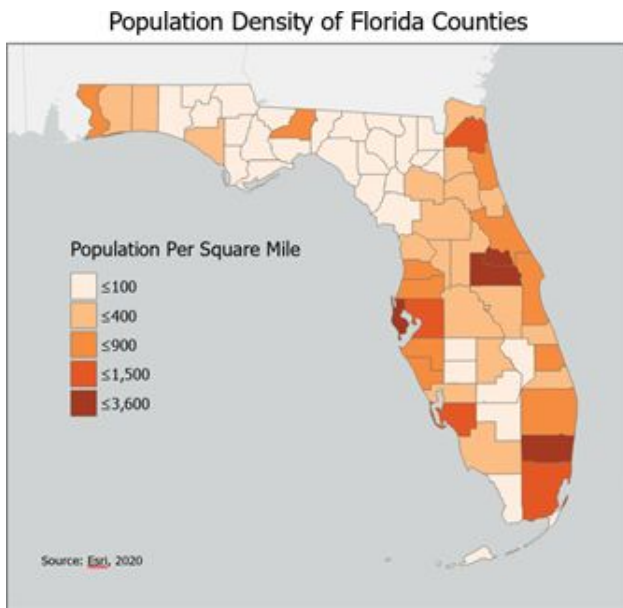
	Bureau of Economic and Business Research University of Florida Florida Population Studies, Volume 53, Bulletin 186, January 2020						
Year	2019	2020	2025	2030	2035	2040	2045
Population	426,275	433,300	464,900	489,600	510,500	529,400	546,500

Sarasota County annually experiences many tourist/seasonal visitors throughout the County. According to the Economic Development Corporation of Sarasota County, the County experiences an average of 200,000 visitors per calendar year quarter, with an average stay of six or seven days. Peak visitation is usually during the first quarter of the year. Table 5 below reflects the population distribution by age in Sarasota County based on the 2019 estimates from BEBR.

Table 5: Population Distribution by Age

	Age Group				
	0-14	15-24	25-44	45-64	65 Plus
Population	51,430	36,680	76,059	113,472	148,634

Source: BEBR, Bulletin 187, June 2020



Population density per square mile for Florida counties excluding census blocks with zero population, 2020.
Source: ESRI Demographics

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C. Economic Profile

According to the 2018 U.S. Census Bureau's American Community Survey one-year estimates, Sarasota County's median household income was \$61,683. Additionally, it was estimated that 10.3% of the population lived below the poverty level. Tables 6 through 8 are provided to offer a brief description of Sarasota County's economic profile.

Table 6: Employment and Wages in Sarasota County, 2019

Industry Title	Average Monthly Employment	Average Annual Wages
Total, All Industries	302,528	\$46,268
Agriculture, Forestry, Fishing and Hunting	3,993	\$28,199
Mining, Quarrying, and Oil and Gas Extraction	49	\$122,135
Construction	25,840	\$50,934
Manufacturing	16,793	\$56,370
Wholesale Trade	8,139	\$66,406
Retail Trade	43,949	\$32,064
Transportation and Warehousing	7,156	\$42,339
Utilities	674	\$100,331
Information	3,265	\$65,508
Finance and Insurance	8,063	\$89,664
Real Estate and Rental and Leasing	6,546	\$47,060
Professional and Technical Services	15,745	\$70,782
Management of Companies and Enterprises	3,211	\$121,901
Administrative and Waste Services	21,410	\$39,725
Educational Services	18,497	\$46,550
Health Care and Social Assistance	49,535	\$51,275
Arts, Entertainment, and Recreation	9,997	\$37,875
Accommodation and Food Services	35,672	\$22,788
Other Services, Except Public Administration	11,222	\$34,760
Public Administration	12,495	\$55,803
Unclassified	277	\$52,475

Source: Florida Department of Economic Opportunity, Quarterly Census of Employment and Wages, 2019 Annual Averages

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Table 7: Sarasota County Unemployment Statistics, 2019

Category	Value
Labor Force	369,130
Employment	357,670
Unemployment Level	11,460
Unemployment Rate	3.1%

Source: [Florida Department of Economic Opportunity, Local Area Unemployment Statistics, 2019 Annual Averages](#)

Table 8: Sarasota County Property Values (All Jurisdictions)

Property Type	# of Parcels	% of Parcels	Total Value	Avg Value
Residential	271,034	94.25%	\$66,934,453,600	\$246,960
Commercial	9,014	3.13%	\$8,959,332,800	\$993,935
Industrial	2,598	.90%	\$1,489,053,500	\$573,154
Agriculture	849	.30%	\$1,803,547,400	\$2,124,320
Public	1,814	.63%	\$6,098,663,500	\$ 3,361,998
Miscellaneous	2,267	.79%	\$539,335,200	\$ 237,907

Source: Sarasota County Property Appraiser

Section III: Hazard Identification and Analysis

A. Identifying Hazards

Sarasota County is a medium-sized coastal community located in southwest Florida that is vulnerable to many types of natural hazards (i.e., hurricanes, flooding, wildfire). Residents and visitors are aware of the County’s location within the “Hurricane Belt” but are complacent or unaware about the potential for other severe natural disasters within the County. All parts of the County are subject to natural disasters to some extent, which can take occur any time. Due to the County’s low coastal topography and usually high-water table, the County can be particularly vulnerable to natural hazards that directly or indirectly result in flooding. Portions of coastal Sarasota County have begun to experience sunny day flooding associated with King Tides.

Historical occurrence of identified hazards shows that each participating jurisdiction is vulnerable to almost every hazard. The exception is the City of North Port, which is not considered directly vulnerable to coastal erosion or tsunami.

The 2021 Sarasota County Unified Local Mitigation Strategy plan profiled all hazards identified by the LMS Working Group, and considered historical occurrences, geographic extent, and probability for future occurrences. As part of the

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2021 plan revision, each hazard was reconsidered, and new information was added for the updating period. The LMS Group focused on updating and adding new information relating to the hazards and emphasized the streamlining approach by considering the following:

- Validating the current general information.
- Identifying new hazard occurrences since the 2016 Plan.
- Identifying specific jurisdiction hazard variations.
- Aligning the extent and probability factors with the Sarasota County Comprehensive Emergency Management Plan and the State Mitigation Plan.

Hazard Probability and Impacts by Jurisdiction

Table 9 offers a brief description identifying the hazard type, location, extent, and probability that affect the jurisdictions within Sarasota County (refer to Tables 9A, 9B, and 9C for clarification of the data). A narrative description of each hazard follows Table 9C. Table 10 documents overall impacts on structures and infrastructure from each identified hazard. Jurisdiction boundary maps may be found in Appendix G. At a minimum, the risk assessment will be reviewed and validated at least annually by the Local Mitigation Strategy Working Group.

Table 9: Identified Natural Hazards

Hazard Type	Jurisdiction (1)	Extent (2)	Probability (3)
Avalanche	None	Unlikely	None
Coastal Erosion	2,3,4,7	Extensive	Annual
Coastal Storm	All	Extensive	Annual
Dam Failure	1,4	Low	Low
Drought	All	Low	Annual
Earthquake	All	Low	Unlikely
Expansive Soils	All	Unlikely	None
Levee Failure	1,4	Low	Unlikely
Flood	All	Catastrophic	Annual
Hailstorm	All	Low	Annual
Hurricane	All	Catastrophic	Annual
Land Subsidence	All	Low	Medium
Landslide	None	Unlikely	None
Seasonal Severe Weather Storm	All	Extensive	Annual
Tornado	All	Low	Annual
Tsunami	2,3,4,7	Unlikely	None
Volcano	None	Unlikely	None
Wildfire	All	Extensive	Annual
Windstorm	All	Extensive	Annual

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Table 9A Jurisdiction

Jurisdiction	Identification #
City of North Port	1
City of Sarasota	2
City of Venice	3
Sarasota County Government	4
Sarasota County Schools	5
Sarasota Memorial Hospital	6
Town of Longboat Key	7

Table 9B Extent of Impact

Population Affected	Extent
No data available	Unlikely
0-1,000	Low
1,001 – 5,000	Medium
5,001 – 10,000	High
10,001 – 25,000	Extensive
25,001 plus	Catastrophic

Table 9C Probability of Impact

Years Between Events	Classification
Annual	Annual
1 – 5	High
6 – 10	Medium
11 – 20	Low
20 plus	Unlikely
No Occurrence on Record	None

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Table 10: Impacts on Structures and Infrastructure from Identified Natural Hazards

Column1	All Structures	Mobile Homes	Poorly Constructed Homes	Non Elevated Homes	Government Facilities	Telecommunications	Electrical Utilities	Sewage Systems	Potable Water	Roadways	Waterways	Airports	Agriculture	Livestock	Fisheries	Economic Disruptions	Environmental Damage	No Risk	
Avalanche																			X
Coastal Erosion	X				X	X	X	X	X	X	X					X	X		
Coastal Storms	X	X	X	X	X	X	X	X	X	X	X	X				X	X		
Dam Failure				X		X	X	X	X	X									
Drought									X				X	X		X	X		
Earthquake	X		X		X	X	X	X	X	X	X	X							
Expansive Soils																			X
Levee Failure			X	X		X	X	X	X										
Flood	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
Hailstorm	X	X	X		X	X	X	X	X			X							
Hurricane	X	X	X		X	X	X	X	X	X	X	X	X	X	X	X	X	X	
Land Subsidence	X	X	X		X	X	X	X	X	X		X				X	X		
Landslide																			X
Seasonal Severe Weather	X	X	X		X	X	X	X	X	X		X				X	X		
Tornado	X	X	X		X	X	X	X	X	X	X	X	X	X	X	X	X	X	
Tsunami	X	X	X		X	X	X	X	X	X	X	X	X	X	X	X	X	X	
Volcano																			X
Wildfire	X	X	X		X	X	X	X	X	X		X	X	X		X	X		
Windstorm	X	X	X		X	X	X	X	X	X	X	X	X	X	X	X	X	X	

B. Profiling Hazards Vulnerability

Avalanche

An avalanche is defined as a fall or slide of a large mass down a mountainside. Due to the topography of Sarasota County and the jurisdictions within, avalanches are not a natural threat. There have been no historical references to an avalanche taking place within Sarasota County. Avalanches are not considered a risk and therefore it will not be fully profiled.

Coastal Erosion

Coastal erosion is the removal of land or beach or dune sediments by wave action, tidal currents, wave currents, or drainage. Waves generated by coastal storms or hurricanes cause coastal erosion, which may take the form of long-term losses of sediment and rocks, or merely in the temporary redistribution of coastal sediments. Erosion in one location may result in accretion elsewhere. The jurisdictions that are affected by coastal erosion in Sarasota County are the City of Sarasota, City of Venice, unincorporated Sarasota County, and the Town of Longboat Key.

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Sarasota County has taken the preemptive approach of creating of the Coastal Resources Department within the Environmental Protection Division of the Planning and Development Services Department. This organization focuses on numerous shoreline interests, from maintenance of navigable waterways to shoreline enhancement, habitat restoration, and the monitoring of coastal erosion through a series of benchmarks placed every 1000 feet along our shoreline. The extent of coastal erosion is measured by the linear mile of coastline impacted. One of the most important mitigation efforts to have taken place was the approval of the Coastal Setback Code with amendments on October 28, 2008. The revised code creates consistency with the Comprehensive Plan and other natural resources protection codes and addresses the requirements for shore protection structures such as seawalls and rock revetments.

The beaches and inland waterways will continue to shift and change; and will therefore continue to be an identifiable hazard. Whether or not coastal erosion takes place over a long period of time or by a single incident, coastal erosion is a continued hazard to the jurisdictions identified in Table 9.

Sarasota County has 35 miles of Gulf beach shoreline. Approximately 31 of these miles stretch along several barrier islands, including the southern portion of Longboat Key and the northern portion of Manasota Key, both of which extend into neighboring counties. The vast majority of the privately-owned properties located on the County's barrier islands, in addition to those within the Town of Longboat Key and the City of Sarasota, have been developed, while the publicly held properties are predominantly utilized as natural area parks (e.g., Siesta Key Public Beach, Caspersen Public Beach, Blind Pass Park). As land values have increased, redevelopment of the finite number of privately-owned, previously developed coastal properties has become common. Observed trends include the conversion of commercial marinas to condominiums, teardown, and reconstruction of single-family residences with larger structures and more impervious surfaces, and additional often larger ancillary features (e.g., pools, garages, docks, and patios). These trends have placed new demands and threats on coastal resources, which are being managed with regulatory and public educational programs. These trends can have a positive result, i.e., redevelopment has modernized structures to comply with improved building codes that better enable structures to withstand the adverse effects of hurricanes and coastal erosion. This will improve public health, safety and general welfare and reduce the need for Gulf-front coastal armoring (Source: Sarasota County Comprehensive Plan).

Vulnerability can impact the quality of life through damage to buildings, roads/bridges, and infrastructure (lifeline systems). According to the USGS, during the landfall of a category-1 storm, with wind speeds between 75 and 94 miles per hour, over wash is very likely for 70 percent of Gulf Coast beaches.

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Over wash occurs when waves and storm surge overtop dunes and transport sand landward. Over wash is likely at these locations because of increased water levels at the shoreline. During category-1 hurricane events on the Gulf Coast, wave height and storm surge combine to increase water levels at the shoreline by 14.5 feet higher than their normal levels. Additional findings from the report show that during a category-1 storm landfall, 27 percent of sandy beaches along the U.S. Gulf of Mexico are projected to be inundated, which occurs when increased water levels completely submerge beaches and dunes. As a recreational amenity, the beaches are vital to the County's economic base. Recreational and visual access to the beaches and waters of the Gulf of Mexico are major factors in attracting tourists and residents to Sarasota County.

Coastal erosion and/or accretion occurs in various parts of Sarasota County's coastline and inland waterways throughout the year. The erosion and/or accretion rates within Sarasota County are very dynamic between the barrier islands and at different locations on the same island. The bay waters shaped by these dynamic features include Sarasota Bay, Little Sarasota Bay, Dona/Roberts Bays, and Lemon Bay. Elevations on the barrier islands are generally less than 15 feet. Changes in barrier island shorelines are the direct result of the energy associated with winds, waves, currents, and tides. The typical average rates within Sarasota County for a specific location range from ten feet of accretion to ten to fifteen feet of erosion. All coastal structures as well as the critical facilities that support these structures could be impacted by coastal erosion. During the previous ten years, Sarasota County has averaged the loss of one structure per year with a value of \$1-5M because of coastal erosion and or undermining of the foundation. For planning purposes, this average is consistent with the expectations of the Local Mitigation Strategy Working Group estimates for this natural hazard occurrence per event.

In 2008, Tropical Storm Fay caused approximately \$3M in coastal beach erosion. Sarasota County was eligible for Public Assistance under the FEMA-1785-DR.

Impacts in June 2012, Tropical Storm Debby developed from a trough of low pressure in the central Gulf of Mexico and made landfall near Steinhatchee, Florida. Initial predictions anticipated the storm to move towards Louisiana or Texas, but the storm moved in the opposite direction. Upwards to 10 inches of rain fell in Sarasota County flooding many secondary roads. The Lido Beach parking lot was impacted by flooding from the shifting of the high-water mark due to surf and tide conditions. Overall, Sarasota County suffered almost \$2,000,000 in beach erosion damage which included Lido Key. Hurricane Irma passed just east of Sarasota County in September of 2017 however its inland path caused water to flow away from the shoreline and did not cause any coastal erosion.

For a complete listing of events recorded by the NOAA Satellite and Information Service that have taken place in Sarasota County from January 1, 1950 to January 31, 2020 please refer to Appendix I.

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Coastal Storms

Coastal storms are typically associated with hurricanes and or other tropical depressions and storms that may impact Sarasota County. The difference between the vulnerabilities and impacts of coastal storms and hurricanes is separated by the severity of the event. Coastal Storms will be profiled under the Hurricane natural hazard description.

Dam Failure

According to the US Army Corps of Engineers (USACE) National Inventory of Dams, as shown in Figure 4-1, only one dam exists in Sarasota County. The Hi-Hat Ranch Pond is an earthen dam. The area is surrounded by rural and agricultural lands. Failure of this dam is not likely to have a major impact on the surroundings. The main vulnerability would be flooding of agricultural land resulting in little to no structural impacts.

The Peace River/Manasota Regional Water Supply Authority (PRMRWSA) Reservoir is located in neighboring DeSoto County. Failure of this dam may affect Sarasota County and/or one of its incorporated municipalities. Depending on the location of the failure and water level of the reservoir, properties within the inundation area could experience water depths from 2 to 4 feet. The dam failure could impact non-elevated homes and temporarily impact critical facilities that directly support these homes.

The PRMRWSA Reservoir is located in a rural part of town, with some population residing in the potential impact area. There is minimal impact to the economy and major employers. However, flooding from a dam failure could damage property, and may cause drowning and/or injury to residents in the potential impact area. There is an Emergency Action Plan for this dam. The PRMRWSA has a reverse-911 system to alert and advise nearby property owners and residents in the event of an emergency condition at the reservoir.

The Reservoir is bounded by 4 miles of highly engineered earthen embankment. The embankment was designed to withstand a Category 5 hurricane and a simultaneous 48-hour, 60-inch rainfall event. The probability of a dam failure at the Reservoir is low. Approximately 3,942 properties exist within the potential impact area and are vulnerable to the dam failure. PRMRWSA analyzed several breach scenarios and mapped the affected areas. The PRMRWSA performed a breach analysis to evaluate the impacts of a failure during extreme rain events. Attachment 10 contains inundation maps resulting from a Probable Maximum Precipitation condition along with a failure of the dam.

The recent completion of the six billion gallon Peace River/Manasota Regional Water Supply Authority Reservoir located in DeSoto County Florida has added the unlikely potential of a dam failure occurring and impacting a small population of residences located within Sarasota County and the City of North Port. The inundation maps indicate an impact to areas within unincorporated Sarasota County (all undeveloped ranch lands) and within the City of North Port. Sarasota County has identified those undeveloped areas within the unincorporated area and flagged them in the permitting system so if they should start developing them, the Emergency Management Department will be notified and E.M. will implement an emergency plan as required by the CRS program.

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Currently, based upon the inundation studies, of the 3,942 properties located within the potential impact area, only two properties have structures with a combined value of \$174K. Considering the different factors associated with a dam breach and the actual number of structures in the area, the impact would not exceed the \$200K at this time.

Due to the partnership and collaboration of the Peace River/Manasota Regional Water Supply Authority and the surrounding jurisdictions, the threat of a dam failure in the future is unlikely.

A failure by any one or several of the structures within the County may have an impact on one or all the jurisdictions. While the loss of life or property damage would likely be minimal, there could be an undetermined measure of economic loss and inconvenience due the closure of a major roadway. Dam failures can result from anyone, or a combination, of the following causes:

- Prolonged periods of rainfall and flooding, which cause most failures.
- Internal erosion caused by embankment or foundation leakage or piping.
- Improper maintenance, including failure to remove trees, repair internal seepage problems, or maintain gates, valves, weirs, structure supports and other operational components

Depending on the location and extent of a dam or levee failure, impacts to congregate facilities, i.e. schools, nursing homes, etc., could result in facility evacuations. Evacuations may also be needed if residents in areas are impacted by flooding. Temporary roadway closures could result in traffic congestion. Floodwaters could cause wastewater treatment facilities to shut down, contaminate local water supplies, and disrupt utilities. These impacts would be short term, however. The overall extent of dam failure would be measured by the depth of flooding and the miles of impact.

According to the NOAA Satellite and Information Service, Sarasota County, and the jurisdictions within have experienced zero dam failure events during the last 5 years. To date, the only reported occurrences of dam (water control gate) failure within Sarasota County is located within the City of North Port. For a complete listing of events recorded by the NOAA Satellite and Information Service that have taken place in Sarasota County from January 1, 1950 to January 31, 2020 please refer to Appendix I.

Based upon historical data and the type and function of the dam structures located within Sarasota County, it would be unlikely to see results of the subsequent flooding in depths greater than two feet. If this event were to occur within Sarasota County, non-elevated structures and critical facilities in the vicinity could be temporarily impacted. Structural damage because of this event would be like the historical average \$500K per incident for flooding. For planning purposes, this average is consistent with the expectations of the Local Mitigation Strategy Working Group estimates for this natural hazard occurrence per event.

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Drought

A drought is defined as a period of abnormally dry weather sufficiently prolonged by the lack of precipitation to cause a serious hydrological imbalance. While droughts are a normally occurring event, they are difficult to predict or forecast both as to when they will begin and how long they will last. The severity of a drought will depend upon the duration, seasonal or extended, moisture deficiency, and the size of the affected area.

Conceptually, droughts have often been associated with their impact on the agriculture industry of the affected area, but there may also be socioeconomic impacts because of a drought. Based upon Sarasota County's long history of involvement in the agriculture and livestock industry, an extended drought or drought conditions could be devastating to that particular industry, but as a whole it would be a low impact on the entire county and jurisdictions within based upon the direct population that would be impacted. As the duration of a drought increases, so does the socioeconomic impacts of the drought. Watering restrictions would be instituted, limitations in freshwater recreation and the potential increase of wildfires, while generally inconvenient to most, could impact the County as a whole.

Vulnerability to drought conditions is measured according to the characteristics of population, activities, or the environment that make them susceptible to the effects of drought. The degree of vulnerability depends on the environmental and social characteristics of the region and is measured by the ability to anticipate, cope with, resist, and recover from drought. Prolonged dry periods have spurred wildfires in North Port and Sarasota County, a reduction in the water table, water restrictions countywide, endangerment of wildlife and loss of crops in Sarasota County's agriculture areas. Economic impact to the community includes reduced farm revenue, and increased prices for produce and other farm-related items. In addition to a drought's social and economic risks, there is also the potential increase in the formation of sinkholes.

Sarasota County utilizes the Keetch-Byram Drought Index (KBDI) to monitor drought conditions. The Keetch-Byram drought index (KBDI) is a continuous reference scale for estimating the dryness of the soil and duff layers. The index increases for each day without rain (the amount of increase depends on the daily high temperature) and decreases when it rains. The scale ranges from 0 (no moisture deficit) to 800. The range of the index is determined by assuming that there are 8 inches of moisture in a saturated soil that is readily available to the vegetation.

Sarasota County reached its highest level on the KBDI scale with a 675 on June 10, 2006. All of Sarasota County and the jurisdictions within may be affected by drought conditions on an annual basis and could expect to see similar levels as high on the KBDI scale in the future.

According to the NOAA Satellite and Information Service, Sarasota County has not had a recorded drought that has taken place from January 1, 1950 to January 31,

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2020. For a complete listing of events recorded by the NOAA Satellite and Information Service that have taken place in Sarasota County from January 1, 1950 to January 31, 2020 please refer to Appendix I.

Earthquake

An earthquake is defined as a sudden and sometimes violent movement of the earth’s surface because of movement along a fault or by volcanic disturbance. Earthquakes are measured by the Modified Mercalli Intensity Scale (Table 11A below) which measures detectability/level impact or by the Richter Scale (Table 11B below) which measures logarithmic magnitude scale of earthquake energy.

Table 11A: Modified Mercalli Intensity Scale

Intensity	Detectability/Level Impact
I	Detected only by sensitive instruments
II	Felt by a few persons at rest, especially on upper floors
III	Felt noticeably indoors, but not always recognized as a quake
IV	Felt indoors by many, outdoors by a few
V	Felt by most people, damage to glass and plaster
VI	Felt by all, many frightened and run outdoors, damage small
VII	Everybody runs outdoors, damage to buildings varies
VIII	Panel walls thrown out of frames, fall of walls and chimneys
IX	Buildings shifted off foundations, cracked, thrown out of plumb
X	Most masonry and framed structures destroyed; ground cracked
XI	New structures still standing, bridges destroyed, ground fissures
XII	Damage total, waves seen on ground surface

Table 11B: Richter Scale

Magnitude	Energies (TNT)
1	1.7 Kilograms
2	5.9 Kilograms
3	180 Kilograms
4	6 Tons
5	199 Tons
6	6,270 Tons
7	100,000 Tons
8	6,270,000 Tons
9	199,000,000 Tons

While Florida is not known for earthquakes, there have been over 30 recorded seismic activities in the State since the late 1700’s. Sarasota has not recorded any damage from these seismic activities, but an event could affect all the jurisdictions within the County. The last seismic event to take place within the area occurred on September 10, 2006, in which the epicenter was located an estimated 250 miles west-southwest of the County in the Gulf of Mexico.

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Based upon past historical data, the extent of damage from an earthquake would be low for all the jurisdictions within the County. Based upon these historical occurrences, the LMS Working Group estimates the probability of this phenomenon occurring in Sarasota County is 20 plus years between occurrences and would measure level I on the Modified Mercalli Intensity Scale. If this natural hazard did occur within Sarasota County, the impact could influence all the structures and critical facilities depending upon the severity. The structures most susceptible to damage can depend on the material that the structure is made from, the type of earthquake wave (motion) that is affecting the structure, and the ground on which the structure is built. Even though the entire county would be impacted in the event of an earthquake the damage (if any) would be minimal.

Typical impacts for a low-level earthquake could be cracks in walls from shaking or items knocked off shelves. Doors and windows could rattle but breaking of glass is unlikely.

For a complete listing of events recorded by the NOAA Satellite and Information Service that have taken place in Sarasota County from January 1, 1950 to January 31, 2020 please refer to Appendix I.

Expansive Soils

Expansive soils are soils that expand with the addition of water and contract as the soil dries out. This may cause foundations and walls of structures to shift or crack. The 1991 Soil Survey of Sarasota County, Florida conducted by the United States Department of Agriculture did not highlight or specifically identify expansive soils as a hazard to any of the areas within the county. There have been no historical references to an expansive soil incident taking place within Sarasota County. Expansive soils are not considered a risk and therefore it will not be fully profiled.

Levee Failure

A levee failure is defined as a break in the water-retaining earthwork, allowing water to flood the land that the levee was designed to protect. Levee failure inundation studies conclude that depending upon the location of the failure and current level of the reservoir, residents within the inundation area could experience water depths from two to four feet. The impact of a levee failure could impact non-elevated homes and have a temporary impact to the critical facilities that directly support these homes. There have been no historical references to a levee failure taking place within Sarasota County. The overall extent of levee failure would be measured by the depth of flooding and the miles of impact.

There are no certified levees for Unincorporated Sarasota County; however, there are two non-certified levees that may affect Sarasota County. One private levee located in the Hidden River subdivision is maintained privately by their community HOA, and one public levee located in the Bahia Vista subdivision area. The Hidden River levee if breached would impact the Hidden River subdivision in the eastern portion of un-incorporated Sarasota County. The Bahia Vista Levee, if breached would primarily impact the southeastern part of the City

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of Sarasota and the adjoining portion of un-incorporated Sarasota County.

The privately owned levee is located on the Myakka River at the Hidden River Subdivision. This levee has breached in the past after large rain events and flooding of the upper Myakka River. Even though privately owned, Emergency Services has a monitoring and response plan for this levee. According to Emergency Services, the levee breaches at approximately 22'. A levee failure at the Hidden River subdivision would place dozens of residential homes at risk for flooding, which could cause significant structural damage to these residential homes.

A rain gage is located on the river that monitors river levels near this structure. The gage belongs to our ARMS (Automated Rain Monitoring System) program. When the water reaches 18', a notification response is triggered and Alert Sarasota County is implemented for this neighborhood. This plan is part of Sarasota County's Comprehensive Emergency Management Plan.

The Bahia Vista Flood Reclamation Project in Sarasota County is designed to alleviate flooding along a roadway and surrounding properties. The majority of stormwater management facilities in the County have an operation and maintenance plan by which the control structures are inspected periodically for structural integrity. In addition, many are designed to the 100-year flood event. Therefore, the probability of structure failure is relatively low. If the Bahia Vista Levee were to fail residential and road flooding would result impacting dozens of residential structures and potentially causing temporary road closures.

Flood

Flooding has been the most frequent occurrence in Sarasota County over the past 100 years. Sarasota County residents can experience flooding from two sources, and they can occur at the same time:

- Coastal flooding and erosion triggered by tropical storms and hurricanes.
- Riverine flooding, which is intense and abundant rainfall into our river, streams, channels, and numerous low-lying areas.

The extent of a flood is generally measured in water levels and amount of damage done. Sarasota County is highly subject to riverine flooding due to heavy rains.

They are categorized using the following:

- 500-year flood (.02 percent chance per year)
- 100-year flood (1 percent chance per year)
- 50-year flood (2 percent chance per year)
- 25-year flood (4 percent chance per year)
- 10-year flood (10 percent chance per year)

These categories indicate a probability of occurrence (a 100-year flood has a 1% chance of occurrence in one year). The smaller percent chance of occurrence the more devastating the flood. In a worst-case scenario event, isolated areas in

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Sarasota County can expect to experience up to 10 feet of flood waters but average flood water depths are 4 feet to 5 feet.

General flooding in the County has typically accompanied storms which have passed over or near Sarasota. In 1962, over 16 inches of rain fell in a 48-hour period. The “No Name” storm of 1982, caused severe flooding along the bays and coastline, while the accompanying heavy rain and wind in the region created floodwaters that inundated residential areas on the coastal islands, and covered. In 1992 areas of the county experienced almost 20 inches of rainfall over just a few days in late June, and 14 inches during about the same time in 2003.

Because of their proximity to bodies of water, or low-lying areas, all jurisdictions in Sarasota County are vulnerable to flooding. Major flooding occurring in the County would have a significant impact on population, property, and economy, along with the threat to human life. In addition, floodwaters could cause wastewater treatment facilities to shut down, contaminate local water supplies, and disrupt utilities. Major property losses could be expected in the communities previously mentioned. Floodwaters could also submerge portions of I-75, US41 and east west highways. The loss of these transportation networks would hinder evacuation and relief efforts, making it difficult to provide emergency response services.

Since 1950, there have been 46 flood events within Sarasota County recorded by the NOAA Satellite and Information Service. Usually these events have floodwaters ranging from one to two feet, and impact non-elevated structures causing a temporary disruption to critical facilities. In rare situations within the County, floodwaters have reached five to seven feet in depth and have impacted all types of structures. In these rare events, there have been disruptions to critical facilities.

Storm Events Database

Search Results for Sarasota County, Florida

Event Types: Coastal Flood, Flash Flood, Flood, Heavy Rain, Lakeshore Flood

Sarasota county contains the following zones:

'Coastal Sarasota', 'Inland Sarasota'

46 events were reported between 01/01/1950 and 01/31/2020 (25598 days)

Summary Info:

Number of County/Zone areas affected:	1
Number of Days with Event:	40
Number of Days with Event and Death:	1
Number of Days with Event and Death or Injury:	1
Number of Days with Event and Property Damage:	25
Number of Days with Event and Crop Damage:	0
Number of Event Types reported:	3

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Specific jurisdiction details relating to locations, extent, past occurrences, structures, and the probability of future events occurring, may be found in each jurisdiction’s Floodplain Management Plans located in Annexes A through E. Typical impacts over the last 5 years include mostly street flooding and occasional house flooding. Road closures due to bank erosion, failed pipes and overloaded drainage systems also occur. Structural damage because of flooding has been recorded 25 times by the NOAA Satellite and Information Service. Damage has ranged from as little as \$1K to as much as \$2.3M with the average of \$500K per event. For planning purposes, this average is consistent with the expectations of the Local Mitigation Strategy Working Group estimates for this natural hazard occurrence per event.

Additional vulnerability information for this natural hazard, in relation to hurricane surge, is in the Hazard Identification and Vulnerability Analysis located in Appendix H. Maps associated with this natural hazard may be found on-line at <https://www.scgov.net/AllHazards/Pages/LocalMitigation.aspx> For a complete listing of events recorded by the NOAA Satellite and Information Service that have taken place in Sarasota County from January 1, 1950 to January 31, 2020 please refer to Appendix I.

Repetitive Loss Properties

The jurisdictions within Sarasota County utilize National Flood Insurance Program data for tracking flood claims, locations, and losses. This data is used as a reliable base for identifying potential flood risks neighborhoods and hazard mitigation planning. The CRS coordinator in each jurisdiction also targets specific outreach for these areas of potential flood blight and/or federal grant opportunities. Table 12 below describes the vulnerability by jurisdictions in terms of numbers of repetitive loss and severe repetitive loss properties located within Sarasota County. Table 12A reflects the types of properties located in each jurisdiction.

Table 12

Jurisdiction	# of Repetitive Loss Properties	# of Severe Repetitive Loss Properties
City of North Port	0	0
City of Sarasota	50	3
City of Venice	16	0
Sarasota County Government	198	16
Town of Longboat Key	87	8

Table 12A

Type	City of North Port	City of Sarasota	City of Venice	Sarasota County	Town of Longboat Key
Single Family	0	32	1	183	82
Condominiums	0	15	14	3	3
Improved Commercial	0	3	1	11	7

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Multi-Family (-10)	0	3	0	15	0
Mobile Homes	0	0	0	3	3

Hailstorm

Hail is a form of precipitation that occurs when updrafts in thunderstorms carry raindrops upward into extremely cold areas of the atmosphere where they freeze into balls of ice. Hail can damage aircraft, homes, and cars, and can be deadly to livestock and people. Hail is usually pea-sized to marble-sized, but big thunderstorms can produce big hail. The largest hailstone recovered in the U.S. fell in Vivian, SD on June 23, 2010 with a diameter of 8 inches and a circumference of 18.62 inches. It weighed 1 lb. 15oz.

Hail size is estimated by comparing it to a known object. Most hailstorms are made up of a mix of sizes, and only the very largest hail stones pose serious risk to people caught in the open.

- Pea = 1/4-inch diameter
- Marble/mothball = 1/2-inch diameter
- Dime/Penny = 3/4-inch diameter
- Nickel = 7/8 inch
- Quarter = 1 inch — hail quarter size or larger is considered severe
- Ping-Pong Ball = 1 1/2 inch
- Golf Ball = 1 3/4 inches
- Tennis Ball = 2 1/2 inches
- Baseball = 2 3/4 inches
- Teacup = 3 inches
- Grapefruit = 4 inches
- Softball = 4 1/2 inches

Hailstorms usually accompany thunderstorms which are common occurrences in Sarasota County. The extent of people impacted could be County-wide in all jurisdictions. Since 1969 the largest recorded hail in Sarasota County was 1.75". Damage to structures and critical facilities is typically minimal.

Hailstorms associated with thunderstorms are not limited to any area of the county, but may be associated with damage to roofs, skylights, windows, patio furniture, and automobiles. Older construction and mobile homes may be more likely to be damaged by hail. While all populations can be impacted by hailstorms, lack of shelter puts the homeless population at highest risk.

Storm Events Database

Search Results for Sarasota County, Florida

Event Types: **Hail, Marine Hail**

Sarasota county contains the following zones:

'Coastal Sarasota', 'Inland Sarasota'

48 events were reported between 01/01/1950 and 01/31/2020 (25598 days)

Summary Info:

Number of County/Zone areas affected:	1
Number of Days with Event:	44
Number of Days with Event and Death:	0
Number of Days with Event and Death or Injury:	0
Number of Days with Event and Property Damage:	3
Number of Days with Event and Crop Damage:	0
Number of Event Types reported:	1

According to the NOAA Satellite and Information Service, Sarasota County, and the jurisdictions within have experienced 48 hailstorm events during the period from January 1, 1950 to January 31, 2020. The last hailstorm event occurred on July 11, 2017. For a complete listing of events recorded by the NOAA Satellite and Information Service that have taken place in Sarasota County from January 1, 1950 to January 31, 2020 please refer to Appendix I.

Hurricanes

Hurricanes are large cyclonic storms with counter-clockwise winds of 74 mph or greater based upon the Saffir-Simpson Hurricane Wind Scale (Table 13). Coastal areas that receive the full force of hurricane winds and storm surge sustain the most damage. Since hurricanes dissipate quite rapidly to less than hurricane strength after they make landfall, inland areas typically receive less catastrophic damage. Inland damage is usually in the form of flooding associated with the exceptionally heavy rains commonly associated with the remaining storm system.

The maximum extent of hurricane impact to Sarasota County, City of Sarasota, City of North Port City of Venice and Town of Longboat Key would be from a Category 5 storm on the Saffir-Simpson Hurricane Wind Scale.

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Table 13: Saffir-Simpson Hurricane Wind Scale

Category	Sustained Winds	Potential Damage
Tropical Storm	39-73 mph	Some
1	74-95 mph	Some
2	96-110 mph	Extensive
3	111-130 mph	Devastating
4	131-155 mph	Catastrophic
5	156 mph plus	Catastrophic

An average of two hurricanes make landfall in the continental U.S. annually, causing massive destruction and huge loses for anyone in its path. Sarasota County was impacted by Hurricane Irma in 2017.

Coastal storms, hurricanes and windstorms, and their associated consequences, all have the potential probability to affect all the jurisdictions within Sarasota County to varying degrees. The extent may vary from jurisdiction to jurisdiction, but each have the potential to create extensive to catastrophic damage based upon the dynamics of each storm. Hurricanes would cause the greatest impact to the jurisdictions of Sarasota County; thus, mitigation efforts are focused on hurricanes and include the mitigation efforts associated with coastal storms and wind events. This mitigation has resulted in Sarasota County and the City of North Port to be awarded the designation of “Storm Ready” from the National Weather Service. Sarasota County was among the first counties in Florida to achieve this distinction in 2001 and has updated it every 3 years since. North Port renewed its “Storm Ready” status in 2019 and is good until July 2023. North Port also became a Weather Ready Nation Ambassador (WRN) in 2019. The City of Sarasota achieved the Storm Ready Community Status in 2015 and the County’s other 2 municipalities plan to become “Storm Ready”.

The consequences of hurricane winds and storm surge, which are also seen in tornadoes, include loss of life, flooding, coastal erosion, structural failures, power failures, and utilities disruption and felled trees, as well as economic disruption.

Freshwater flooding associated with a hurricane may also inundate potential evacuation routes and prevent persons from evacuating areas vulnerable to storm surge. Flooded roads and storm drains have resulted in fatal accidents in many areas either during the effects of hurricanes or immediately following.

In terms of economic damage, the five costliest hurricanes in the history of the United States all impacted portions of Florida. Hurricane Charley (August 2004), which impacted the bordering county to the south, is ranked as the 4th costliest hurricane, at \$15 billion.

Due to its geographic location in the subtropics, adjacent to the Gulf of Mexico, the entire County is vulnerable to damage caused by hurricane force winds and related flooding. Vulnerability to hurricane related flooding is dependent upon the severity of storm surge, a general rise in sea level caused by the low pressure and strong winds around a hurricane’s eye, and the amount of rain carried by the

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hurricane. Storm surge is related to hurricane velocity and can rise twenty feet or more above normal sea level and cause massive flooding and destruction along shorelines in its path. Flooding due to heavy rainfall may extend over widespread areas of the County.

During past storm events, private and public structures, shoreline protection structures, public roads, and facilities in Sarasota County have been damaged. Most recently, in 2008, due to Tropical Storm Fay, Sarasota County and the jurisdictions within experienced an estimated \$3M in coastal beach erosion. Sarasota County has not experienced a severe hurricane for several decades, and the full impact of a destructive storm, for example, a landfall Category-4 hurricane, remains unknown and could exceed several billion dollars. In 2017, Hurricane Irma made landfall as a category 3 impacting Sarasota County causing significant coastal erosion, debris, and the mobilization of numerous resources to aid in recovery and coastal evacuations. Estimated damages were incurred by Sarasota County were approximately \$10.5 million.

Storm Events Database

Search Results for Sarasota County, Florida

Event Types: Hurricane (Typhoon), Tropical Depression, Tropical Storm

Sarasota county contains the following zones:

'Coastal Sarasota', 'Inland Sarasota'

3 events were reported between 01/01/1950 and 01/31/2020 (25598 days)

Summary Info:

Number of County/Zone areas affected:	1
Number of Days with Event:	3
Number of Days with Event and Death:	0
Number of Days with Event and Death or Injury:	0
Number of Days with Event and Property Damage:	2
Number of Days with Event and Crop Damage:	0
Number of Event Types reported:	1

Sarasota County has been affected by hurricanes or Tropical Storms a total of 3 times since 1950. For a complete listing of events recorded by the NOAA Satellite and Information Service that have taken place in Sarasota County from January 1, 1950 to January 31, 2020 please refer to Appendix I.

Additional vulnerability information for this natural hazard is the Hazard

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Identification and Vulnerability Analysis located in Appendix G Maps associated with this natural hazard may be found on-line at: <https://www.scgov.net/AllHazards/Pages/LocalMitigation.aspx>

Land Subsidence/Sinkholes

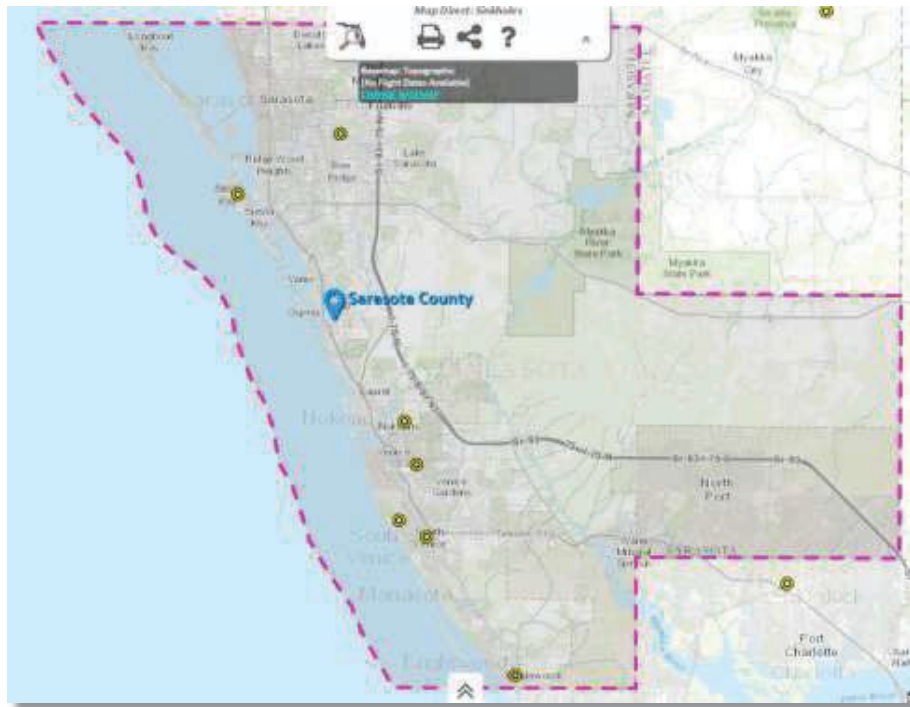
Land subsidence is the lowering of a portion of the earth's crust and can occur naturally or because of human activity. Natural subsidence may occur when limestone, which is easily eroded carved by water, collapses and forms sinkholes on the surface, or by earthquakes along fault lines. Human activities such as mining or the extraction of oil, gas (through fracking) and water may also lead to land subsidence. Sinkholes are a common feature of Florida's landscape due to land subsidence. The extent of land subsidence/sinkhole is measured by the depth in feet.

Sinkholes are only one result of karst landforms, which include caves, disappearing streams, springs, and underground drainage systems, all of which occur in Florida. Sinkholes form in karst terrain principally from the collapse of surface sediments into underground cavities in the limestone bedrock. Slightly acidic ground water slowly dissolves cavities and caves in the limestone over a period of many years. When a cavity enlarges to the point that its ceiling can no longer support the weight of overlying sediments, the earth collapses into the cavity, forming a sinkhole. Sinkhole probability in Sarasota County is "uncommon" by the Florida Geologic Survey but deep collapse types and small subsidence sinkholes are possible and can be formed in the shallow shell beds.

Vulnerability from sinkholes includes impact to structures, roadways, or other infrastructure. All structures, utilities, systems, and populations are equally vulnerable. Depending on the location and size of a sinkhole, the social and economic impact can range from minimal to extensive. While sinkholes have been reported throughout the county, most are small and cause little damage. Impacts could range from minor damage to a home or road, to an entire city block. Even a small sinkhole can cause foundations or walls to shift or crack. Sinkholes typically reduce real estate values which has a direct impact on the economy and the tax base of local governments. Increase in insurance costs and uninsured losses becoming more frequent as affordable insurance becomes less available.

All jurisdictions within Sarasota County are vulnerable to land subsidence and the sinkholes that may be created in their aftermath. Since July of 1981, Sarasota County, and the jurisdictions within have recorded seven sinkhole events, all less than ten feet in diameter, and each was centered on a single property. The extent of sinkhole damage is low, and the probability of future occurrences is low based upon the number of historical occurrences. All structures and critical facilities could be impacted by this hazard along with the associated economic disruptions and environmental damage an incident could create. Based upon current historical data, it would be unlikely for a sinkhole event greater than ten feet in diameter to occur. Subsidence map from the Florida Geological Survey:

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Of the 7 mapped Subsidence Incident Reports in Sarasota County, only 1 occurred in the last 5 years. Reported on July 7, 2013 several small holes were reported after heavy rainfall. The maximum dimensions were 2-8' wide with no property damage.

The Florida Division of Emergency Management completed a statewide Sinkhole vulnerability analysis in 2017.

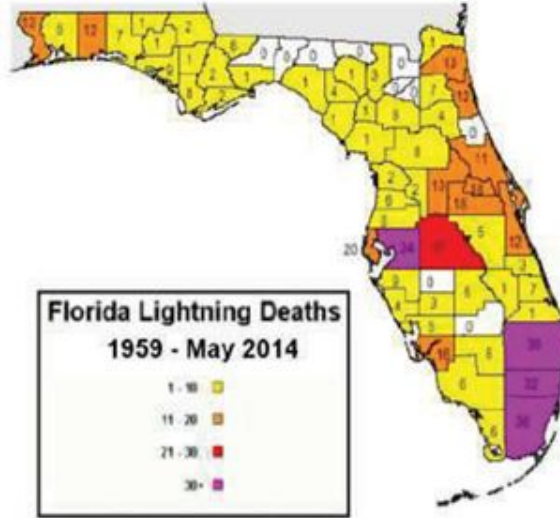
Landslide

A landslide is defined as a mass movement of soil, mud, and (or) rock down a slope. Due to the topography of Sarasota County and the jurisdictions within, landslides are not a natural threat. There have been no historical references to a landslide taking place within Sarasota County. Landslides are not considered a risk and therefore it will not be fully profiled.

Severe Weather Storms

Phenomena associated with weather generated events are grouped under the category Seasonal Severe Weather. Each severe weather hazard has its own natural characteristics, areas, and seasons in which it may occur, duration, and associated risks. While these

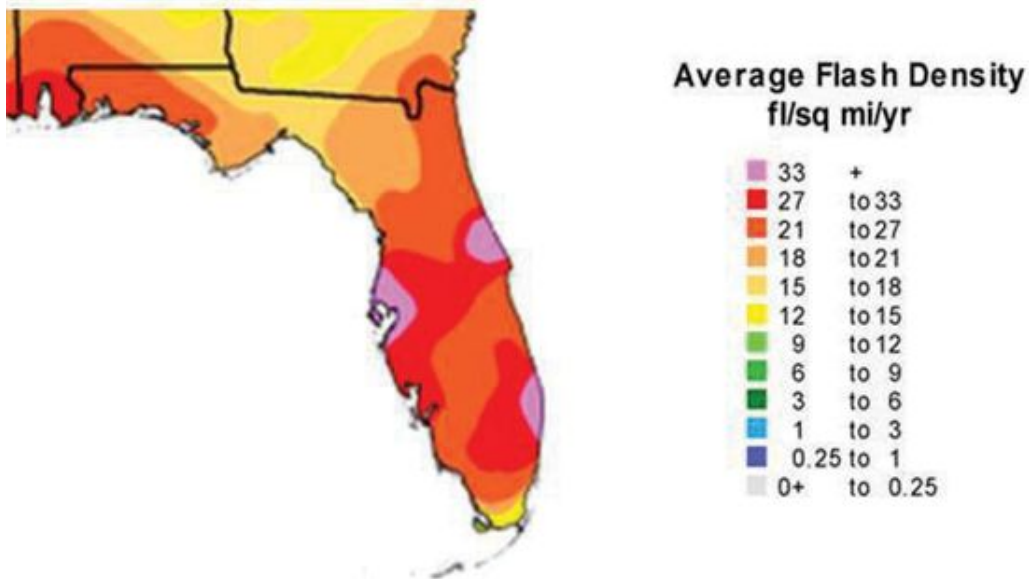
hazards have their own characteristics and effects, they often occur in conjunction with one another, thereby increasing and intensifying the effects. The primary hazards included under this category include lightning, freezes, and damaging winds.



Lightning is a discharge of electrical energy resulting from the buildup of positive and negative charges within a thunderstorm, creating a “bolt” when the buildup of charges become strong enough. This flash of light usually occurs within the clouds or between the clouds and the ground. A bolt of lightning can reach temperatures approaching 50,000 degrees Fahrenheit.

Central Florida is the most lightning prone area in the United States with about 90 thunderstorm days a year. Because of this, Florida has more lightning deaths than any other state. In fact, lightning kills more people in Florida than all other weather hazards combined. In the Florida Peninsula, thunderstorm season has two general periods. The summer months, running from early May to early October, is known as the wet season. Conversely, October through May is known as the dry season. Historically, the most dangerous months are June, July, and August.

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Source: http://www.lightningsafety.noaa.gov/stats/97-11Flash_Density_miles.png

Sarasota County and all jurisdictions are vulnerable to lightning. Lightning occurs randomly and it is impossible to predict where it will strike. According to NOAA, Sarasota County average lightning density is 21 to 27 flashes per square mile per year. The risk of lightning is high in Sarasota County, mostly affecting electrical service to communities with restoration of service typically occurring within the same day. More critical is potential loss of physical damage and loss to computer systems/networks which are relied upon by businesses. Many lightning victims are individuals engaged in recreation or work. Recreational activities occur throughout the county. The worst-case scenario for Sarasota County would be to receive a thunderstorm that has cloud to ground lightning that strikes at a large outdoor gathering and injures or kills several people. A separate but also bad case scenario would be lightning that sparks a wildfire (see wildfire extent).

Lightning events have been recorded 26 times since 1950 by the NOAA Satellite and Information Service in Sarasota County. Structural damage because of lightning for these recorded events has totaled over \$1.17M for an average of \$45K per event. For planning purposes, this average is consistent with the expectations of the Local Mitigation Strategy Working Group estimates for this natural hazard occurrence per event.

Storm Events Database

Search Results for Sarasota County, Florida

Event Types: **Extreme Cold/Wind Chill, Frost/Freeze**

Sarasota county contains the following zones:

'Coastal Sarasota', 'Inland Sarasota'

1 events were reported between 01/01/1950 and 01/31/2020 (25598 days)

Summary Info:

Number of County/Zone areas affected:	1
Number of Days with Event:	1
Number of Days with Event and Death:	0
Number of Days with Event and Death or Injury:	0
Number of Days with Event and Property Damage:	0
Number of Days with Event and Crop Damage:	0
Number of Event Types reported:	1

Sarasota County is susceptible to freezing temperatures and damage resulting from freezes. A freeze is weather marked by low temperatures especially when below the freezing point (0° Celsius or 32° Fahrenheit) for a significant period. Freezing temperatures can damage agricultural crops and burst water pipes in homes and buildings. Frost often associated with freezes can increase damaging effects. Frost is a layer of ice crystals that is produced by the deposit of water from the air onto a surface that is at or below freezing.

The damage that can result from a freeze is typically associated with the agriculture industry, and not one affecting persons, structures, or associated property directly. During extended periods of low temperatures, individuals can suffer hypothermia and frostbite. Those highest at risk are primarily either engaged in outdoor activity or are the elderly who are chronically exposed to colder indoor temperatures. Vulnerable populations include elderly, homeless, and low-income residents. Sarasota County has had occurrences in the past where the temperature has dropped into the low 20's for several hours during the night and early morning according to the National Climatic Data Center report information. In the worst-case scenario Sarasota County could expect to see temperatures in the low 20's for 8-10 hours before warming to a less critical temperature. During cold weather events Sarasota county has a process in place to open cold weather shelters for those vulnerable to impacts.

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Typically, December through February, are the months most susceptible to freeze events. A severe freeze in Sarasota County is possible each winter season. The exact probability would be very difficult to determine, but based on past experiences, it would be very low. The entire citrus and vegetable industry are vulnerable to freezes. The maximum threat for the County would be for a late or early season freeze to occur. Agricultural damage because of freezes for these recorded events has totaled over \$12.4M.

Storm Events Database

Search Results for Sarasota County, Florida

Event Types: High Wind, Strong Wind, Thunderstorm Wind

Sarasota county contains the following zones:

'Coastal Sarasota', 'Inland Sarasota'

144 events were reported between 01/01/1950 and 01/31/2020 (25598 days)

Summary Info:

Number of County/Zone areas affected:	1
Number of Days with Event:	114
Number of Days with Event and Death:	1
Number of Days with Event and Death or Injury:	4
Number of Days with Event and Property Damage:	51
Number of Days with Event and Crop Damage:	1
Number of Event Types reported:	1

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All of Sarasota County is susceptible to severe weather events on an annual basis and the damage could be extensive throughout the county. While not classified as a tropical cyclone, the most significant event occurred on June 18, 1982 when a no-name storm impacted the county with six inches of rain and 60 mph winds.

Damaging winds can be a consequence of hurricanes and tropical storms as well as thunderstorms. There are a variety of types of damaging winds formed by different thunderstorm processes, but thunderstorms produce some straight-line winds when the thunderstorm downdraft hits the ground and flows outward. A downburst is a strong downdraft which induces an outburst of damaging winds on or near the ground, and a microburst is a small but powerful downburst. Microburst winds can cause significant damage. Winds can cause damage when they reach 50 mph. In a windstorm, wind gusts could be as high as 73 mph and sustained winds can be up to 39-73mph in Sarasota County. While severe thunderstorm events may create high and damaging winds, their impact is usually not long lasting. Winds that are over 68mph trigger severe thunderstorm warnings from the National Weather Service. High winds associated with thunderstorms have been recorded 144 times since 1950 by the NOAA Satellite and Information Service in Sarasota County. Structural damage because of thunderstorms for these recorded events has totaled over \$2.457M for an average of \$17K per event. For planning purposes, this average is consistent with the expectations of the Local Mitigation Strategy Working Group estimates for this natural hazard occurrence per event.

Additional vulnerability information for this natural hazard is the Hazard Identification and Vulnerability Analysis located in Appendix H. Maps associated with this natural hazard may be found on-line at <https://www.scgov.net/AllHazards/Pages/LocalMitigation.aspx>

For a complete listing of events recorded by the NOAA Satellite and Information Service that have taken place in Sarasota County from January 1, 1950 to January 31, 2020 please refer to Appendix I.

Tornado/Waterspout

One of the most frequent and unpredictable natural hazards that all communities face are tornadoes. Tornadoes are cyclonic windstorms that usually accompany thunderstorms and hurricanes. While relatively short-lived in duration, tornadoes are intensely focused, making them one of the most destructive natural hazards. The weather conditions that tend to generate this phenomenon are unseasonably warm and humid earth surface air, cold air at the middle atmospheric levels, and strong upper-level jet stream winds. Waterspouts are weak tornadoes that form over warm water and occasionally move inland and become tornadoes.

More tornadoes and waterspouts occur in the United States than anywhere else in the world and Florida is considered an “at risk” state. Florida has two tornado/waterspout seasons. The summer tornado and waterspout season runs from June until September and has the highest frequencies of occurrences with usual intensities of EF0 or EF1 on the Enhanced Fujita Scale (Table 14). Since a waterspout is a tornado that is over

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water the Fujita Tornado scale is also used to measure the extent of waterspouts. The spring tornado and waterspout season runs from February until April and is characterized by more powerful tornadoes on the Enhanced Fujita Scale.

Table 14: Enhanced Fujita Tornado/Waterspout Scale

Classification	MPH
EF0	65-85
EF1	86-110
EF2	111-135
EF3	136-165
EF4	166-200
EF5	Over 200

The Enhanced F-scale still is a set of wind estimates (not measurements) based on damage. Its uses three-second gusts estimated at the point of damage based on a judgment of 8 levels of damage to 28 indicators. These estimates vary with height and exposure. **Important:** The 3 second gust is not the same wind as in standard surface observations.

Source: <http://www.spc.noaa.gov/efscale/ef-scale.html>

All jurisdictions (City of Sarasota, City of North Port, City of Venice, Town of Longboat Key and Sarasota County) within Sarasota County are at risk to tornadoes. Coastal jurisdictions vulnerable to waterspouts are City of Sarasota, City of Venice, Town of Longboat Key and Sarasota County. Sarasota County has experienced 90 tornado and/or Waterspout events between January 1, 1950 and January 31, 2020. Several tornadoes have caused \$500,000 or more in damage per incident.



Tornado History in Sarasota County: January 1950 – January 2020

Source: www.tornadohistoryproject.com

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Following a tornado in June 2013, a National Weather Service survey found a narrow path of damage starting near the coast of Venice and moving northeast towards Highway 41. Damage included a few uprooted trees, including one large oak tree, numerous large branches down, minor roof damage to a couple houses and general light damage to a few car ports, pool cages, and fences. Damage was roughly estimated at \$10,000.

All jurisdictions in Sarasota County can be impacted by a tornado. In January 2015, a Myakka State Park Forest Ranger reported tornado damage to a ranger station and a mobile home trailer at around 3:50 am. A subsequent NWS storm survey found a 50-yard-wide, one mile long intermittent path of damage that included snapped and uprooted trees and a mobile home trailer that had been picked up and tossed 30 to 40 yards. The damage was found to be consistent with an EF-0 tornado making multiple touchdowns with estimated peak winds of 85 mph. The survey found low end EF-0 damage to the east of the Myakka River State Park that included minor roof damage, a bent stop sign pole, and numerous broken tree branches.

A potent storm system developed and tracked quickly eastward across the Gulf of Mexico, and toward the state of Florida during Saturday January 16th, 2016. The impacts from this storm reached west central and southwest Florida during the early morning hours of Sunday January 17th, 2016. This storm system represented a classic setup for a strong El Nino tornado outbreak across the Florida peninsula. Preparation and public outreach efforts for just such an event, given the ongoing strong El Nino, had been underway at the NWS office in Ruskin for several months.

A squall line of strong and severe thunderstorms organized and quickly moved eastward during the 16th across the western and central Gulf of Mexico ahead of a cold front. This line of storms approached the Florida west coast after 2 AM EST on the 17th. Just ahead of this squall line, individual supercell thunderstorms developed and moved quickly northeastward toward the coast, south of the Tampa Bay area.

Multiple fast-moving supercell thunderstorms crossed the southwest Florida coast, with one storm producing at least two confirmed EF-2 tornadoes. The first tornado formed as a waterspout and came ashore near the Siesta Key/Sarasota area before briefly lifting. The same supercell then shortly thereafter produced another EF-2 tornado further inland, over northeast Manatee County, near the town of Duette.

The tornado that impacted Siesta Key in Sarasota County was rated as an EF2 with peak winds of 132 mph. It touched down at 3:17 a.m. and remained on the ground for five minutes, traveling just over one mile. It started out about 350 yards wide and narrowed to about 100 yards wide. The tornado damaged the roof of 3 condominium buildings and destroyed one two story home in the Baywinds neighborhood.

Factors that contribute to the vulnerability from tornadoes and waterspouts are the abundance of pre-engineered structures (including manufactured housing and metal buildings), recreational vehicles, and high concentrations of elderly populations. The most vulnerable populations include those in mobile home parks, recreational

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vehicles, and aged or dilapidated housing. The potential for damage and loss of life increases as a function of population density. As the number of structures and people increase, the probability that a tornado will cause property damage or human casualties also increases. All critical facilities in the county and jurisdictions are susceptible to impacts from tornadoes. Coastal populations, structures and personal property such as boats are particularly vulnerable to waterspouts. Effective early warning systems are the best way to reduce the vulnerability from tornadoes. Damage to coastal structures including docks and coastal buildings, as well as personal property (boats) are at risk of waterspouts.

Historically, Sarasota County typically experiences tornado and waterspout activity on the EF0 or EF1 Fujita Tornado Scale, but a tornado of a higher magnitude EF3, struck the City of Venice in 1985 causing one death, 45 injuries, and damage to 150 homes. Based upon historical data, it would be highly unlikely for Sarasota County to experience a tornado or waterspout greater than an EF3. A tornado of any scale could impact all types of structures and critical facilities within its path. Economic disruptions and environmental damage will be dependent upon the magnitude of the tornado. Similarly, waterspouts can impact all coastal areas causing damage to coastal structures, such as docks and personal property including boats.

Tsunami

A tsunami is defined as a sea wave of local or distant origin created by an underwater disturbance such as an earthquake, landslide, volcanic eruption, or meteorite. Offshore and coastal features can determine the size and impact of tsunami waves. Reefs, bays, entrances to rivers, undersea features, and the slope of the beach all help to modify the tsunami as it approaches the coastline. When the tsunami reaches the coast and moves inland the water level can very quickly rise many feet. The extent of a tsunami would be measured by the depth of flooding and how far inland (in miles) the impacts extend.

Overall, Florida has not experienced any destructive tsunami events, but all coastlines of Florida, including Sarasota County's coastal jurisdictions, are prone to tsunami events. There is no historical data available to estimate the extent of impact or probability of an event occurring within Sarasota County. There are no significant earthquake sources within the Gulf of Mexico that are likely to generate tsunamis, despite recent seismic activity in the area. Tsunami propagation from significant earthquake sources outside the Gulf of Mexico, such as the northern Panama Convergence Zone, Northern South America, Cayman Trough, the Puerto Rico trench, or the Gibraltar area shows that wave amplitude is greatly attenuated by the narrow and shallow passages into the gulf, and as a result, these tsunami sources do not constitute a tsunami hazard to the Gulf of Mexico coast. This was reinforced by the [Regional Assessment of Tsunami Potential in the Gulf of Mexico](#) published by USGS in 2009.

Since Florida is not located along the convergent margins of the tectonic plates, there is no likelihood of earthquake-generated tsunamis. While history has shown that Florida's east coast has experienced some tsunami activity, there is no such

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record for the Gulf coast due to the large continental shelf located in the Gulf of Mexico, even when the latest 6.0 earthquake happened on September 10, 2006 at 8:56 a.m. There were no documented flooding or aftereffects from this event. Consequently, it can be assumed that the Gulf coast has little to fear from this natural occurrence, however there is still a possibility that it could happen.

If a tsunami were to occur impacts would be felt by those with coastal frontage; specifically, Sarasota County, City of Sarasota, City of Venice and Town of Longboat Key. The City of North Port would likely not experience impacts as it is located inland and has no direct coastal exposure. Impacts would result in structural damage to coastal structures, both commercial and residential, as well as potential loss of life as many of our residents live within a mile or less of the coastal zone. Flooding would be significant causing damage to structures within a 1 to 3-mile radius of the coastal zone. Those structures and residents living within 1-mile of the coastal zone are the most vulnerable to impacts from tsumani.

Because of the extremely low probability and minimal, if any impacts, no further analysis will be completed for tsunami.

Additional vulnerability information for this natural hazard is the Hazard Identification and Vulnerability Analysis located in Appendix G Maps associated with this natural hazard may be found on-line at <https://www.scgov.net/AllHazards/Pages/LocalMitigation.aspx>

Volcano

A volcanic eruption is defined as the discharge of fragmentary ejecta, lava, and gases from a volcanic vent. Due to the topography of Sarasota County, the jurisdictions within, and the absence of any known volcanoes, this natural hazard is not a natural threat. There have been no historical references to a volcanic eruption taking place within Sarasota County. Volcanoes are not considered a risk and therefore it will not be fully profiled.

Wildfire

A wildfire is defined as an intense fire that usually occurs in both rural and urban settings. Sarasota County has experienced many wildfires each year of varying degrees of scale. This is a major concern for all the jurisdictions, directly or indirectly, within the County because over 75% of the County is vulnerable to wildfires. While the Town of Longboat Key is the only jurisdiction not directly vulnerable to wildfires it may be indirectly affected by the smoke and other associated hazards. The fire departments located within the County to work closely with outside fire suppression agencies on fire mitigation and controlled burns, and recently instituted a local Firewise Communities Program. Table 15 below addresses the wildfire by cause data in fiscal year 2020 (October 1, 2019 to September 30, 2020).

Table 15: Wildfires by Cause 10/2019 – 9/2020

Cause	Fires	Percent	Acres	Percent
Campfire	2	7.69	7.0	7.53

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Children	2	7.69	1.1	1.18
Debris Burn*	0	0	0	0
Debris Burn--Auth--Broadcast/Acreage	0	0	0	0
Debris Burn--Auth--Piles	0	0	0	0
Debris Burn--Auth--Yard Trash	0	0	0	0
Debris Burn--Nonauth--Broadcast/Acreage	0	0	0	0
Debris Burn--Nonauth--Piles	0	0	0	0
Debris Burn--Nonauth--Yard Trash	0	0	0	0
Equipment use*	0	0	0	0
Equipment--Agriculture	1	3.85	32.5	34.98

Equipment--Logging	0	0	0	0
Equipment--Recreation	1	3.85	3.0	3.23
Equipment--Transportation	0	0	0	0
Incendiary	0	0	0	0
Lightning	8	30.77	27.5	29.60
Miscellaneous --Breakout	2	7.69	5.1	5.49
Miscellaneous --Electric Fence	0	0	0	0
Miscellaneous --Fireworks	0	0	0	0
Miscellaneous --Power Lines	1	3.85	2.0	2.15
Miscellaneous --Structure	0	0	0	0
Miscellaneous--Other	2	7.69	0.6	0.65
Railroad	0	0	0	0

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Smoking	0	0	0	0
Unknown	7	26.92	14.1	15.18
Total	26		92.9	

Source: Florida [Forest Service http://tlhfor013.doacs.state.fl.us/PublicReports/FiresByCause.aspx](http://tlhfor013.doacs.state.fl.us/PublicReports/FiresByCause.aspx)

Table 15 details wildfire activity in fiscal year 2019. Over the last 5 years Sarasota County and its jurisdictions have experienced 256 reported fires.

Wildfires impact residents and businesses by threatening physical structures. However, smoke can also have widespread impacts including closure of roadways and evacuations of areas of heavy smoke. This has personal as well as economic impacts, depending on the area affected. Uncontrolled wildfires can also cause severe economic impact to the agricultural industry. The extent of wildfires are measured in the number of acres impacted.

The largest wildfire on record for Sarasota County was over 6,00 acres in the Carlton Preserve during April of 2001. While the County has not experienced a wildfire of this magnitude since, it is still reasonable under the proper conditions that a similar fire of this severity could occur again. Most structures within the vicinity of the fire would be impacted as well as the critical facilities. Depending on the location within the County, a similar fire could cause an economic disruption and or environmental damage. The overall reduction of wildfires can be attributed to the Florida Forest Service Firewise Communities Program and the recent increase in precipitation.

Fire management has created a reduction in large fires. Sarasota County Mitigation Program has conducted over 300 prescribed burns since 2015 and burned more than 40,000 acres in that time. Also, other local agencies as well as private ranches have increased the amount of burning, they do. Additionally, steps have been taken to reduce the threat along each park and preserve within Sarasota County to reduce the threat of a wildfire impacting residents.

As the population in Sarasota County continues to grow, the number of residents living in or near wildland areas will also continue to increase. Subsequently, the threat of wildfire will increase as the urban areas extend into previously forested areas, or into or adjacent to forested areas not prescriptively burned on a regular basis. The number of human-caused fires is also predicted to increase as the population living in wildland urban interface areas continues to grow, and as natural areas within the urban area age out absent prescriptive fire or other vegetation and leaf litter management. Growth can reduce wildfire impacts. For example, North Port will build two new fire stations within the next four years. These additional firefighting resources will reduce response times and provide additional capabilities.

Firefighters from multiple jurisdictions extinguished a five-alarm wildfire in Venice on March 18, 2012. Roughly 20 to 30 homes were evacuated, and 3,700 households were without electricity while power lines were shut down as a precaution. The fire burned approximately 12 acres. Source: <http://www.heraldtribune.com/article/20120318/BREAKING/120319544/0/search>

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One home was damaged in two brush fires just one mile apart on April 26, 2012 in North Port. One home had minor damage when pine needles in its gutters caught fire. Both fires were only about a quarter acre in size. Source: <http://www.heraldtribune.com/article/20120426/BREAKING/120429672/0/search>

A 100-acre wildfire caused Interstate 75 to be shut down for four hours on May 11, 2015. According to North Port spokesman Josh Taylor this is the biggest fire the department has found in about the last five years. Firefighters from Englewood, Nokomis and Sarasota, Charlotte, Lee, and Collier counties assisted the North Port fire department. Minor property damage, including a melted light on a home, some warped gutters and fences with burn marks also occurred. Source: <http://www.heraldtribune.com/article/20150511/ARTICLE/150519960/0/search>

The maximum and minimum size of a wildfire, and the associated impacts, cannot be easily calculated. A small fast-moving fire in the urban interface could cause property damage or injuries while a large fire in a rural area could cause neither.

The City of North Port is currently developing a Community Wildfire Protection Plan (CWPP) with an expected completion date of 2021. The Sarasota County Fire Department (Mitigation) has also partnered with the City of North Port. The development of a CWPP is due to the large size of the city 104.1 square miles, and the high hazard of Wildfire/Urban Interface (WUI) within the city. Also taking into consideration the City of North Port geographic location, with the Carlton Preserve to the Northern city boundary. The Deer Prairie Creek-Schewe Tract to the Western city boundary, and the large tract of undeveloped city area to the East creates further risk.

Windstorm

Damaging winds can be a consequence of hurricanes and tropical storms as well as thunderstorms. While severe thunderstorm events may create high and damaging winds, their impact is usually not long lasting. Winds that are over 68mph trigger severe thunderstorm warnings from the National Weather Service. High winds associated with thunderstorms have been recorded in Sarasota County by the NOAA Satellite and Information Service 144 times since 1950. Structural damage because of thunderstorms for these recorded events has totaled over \$2.46M for an average of \$17K per event. For planning purposes, this average is consistent with the expectations of the Local Mitigation Strategy Working Group estimates for this natural hazard occurrence per event.

Damage from high winds can impact all structures and utilities. The structures most susceptible to damage are older buildings, dilapidated housing, and other less hardened properties, such as mobile homes. Depending on the intensity of a hurricane, economic impacts can be severe. All populations may be impacted by these events, but those at highest risk are the elderly, the disabled, lower income, and the homeless. Hurricanes can also cause extensive environmental damage.

In a windstorm, wind gusts could be as high as 73 mph and sustained winds can be up to 39-73mph in Sarasota County.

Impacts from high winds in all Sarasota County jurisdictions could be like previous occurrences of high winds:

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June 2009: Several manufactured homes along Blackburn Boulevard and Imperial Drive sustained damage when winds ripped off carports and portions of roofs.

March 2011: There was one large tree that fell onto a home causing some structural damage on Edmondson Road. In addition, there was some vehicle damage and damage to a carport as a large, snapped tree limb fell onto it. There was some roof damage to a home on Adriatic Street, and a snapped tree caused some vehicle and structure damage on Jessica Street.

July 2012: Broadcast media reported straight line winds removed a section of roofing from a shopping center on US 41 and Holland Street in Osprey. As a result of the roof damage, rainwater got into the building and caused further damage.

June 2015: Broadcast media relayed a report and picture of a large sign for a car repair business damaged by wind gusts.

August 2018: Winds damaged four roofs and six carports in communities such as Lake Village Mobile Home Park in Nokomis. The entire mobile home park lost power for a while. Nokomis firefighters helped residents safely place tarps over damaged roofs. The National Weather Service reported that the damage was most likely caused by microbursts from the storms.

All Sarasota County jurisdictions are vulnerable from high winds. Specific vulnerabilities include the number of mobile homes and structurally unsound buildings that were built before enhancements to local and the Florida building code. Sarasota County has adopted standards for canopy roads to help maintain and enhance scenic beauty, provide shade, increase economic value of properties, conserve the environment, and create a unique sense of character for these communities. These trees if not properly maintained however can increase vulnerability from high wind events.

Above ground powerlines are also common throughout the developed areas of Sarasota County. These above ground lines are vulnerable to impacts from high winds. While newer neighborhoods have underground powerlines, Florida Power & Light estimates only 30% of their lines are underground. <http://realestate.heraldtribune.com/2015/06/07/power-lines-appeal-vs-cost/>

As the population increases, ensuring that Sarasota County has enough shelter space to provide for its residents is paramount. The protection of critical infrastructure, communication systems, and power sources are key to the recovery after a tropical cyclone event. Ensuring that our private and public sector facilities meet existing building code to withstand the impacts of hurricanes should continue to be implemented.

Besides the damage severe weather (storm) events can produce, high winds can also create significant quantities of debris from downed trees, branches, and damaged buildings. This debris can impede emergency management efforts; present a safety hazard for emergency and repair workers and citizens; and present significant storage and disposal issues.

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Storm Events Database

Search Results for Sarasota County, Florida

Event Types: **High Wind, Strong Wind, Thunderstorm Wind**

Sarasota county contains the following zones:

'Coastal Sarasota', 'Inland Sarasota'

144 events were reported between 01/01/1950 and 01/31/2020 (25598 days)

Summary Info:

Number of County/Zone areas affected:	1
Number of Days with Event:	114
Number of Days with Event and Death:	1
Number of Days with Event and Death or Injury:	4
Number of Days with Event and Property Damage:	51
Number of Days with Event and Crop Damage:	1
Number of Event Types reported:	1

All of Sarasota County is susceptible to severe weather events on an annual basis and the damage could be extensive. While not classified as a tropical cyclone, the most significant event occurred on June 18, 1982 when a no-name storm impacted the county with six inches of rain and 60 mph winds.

Pandemics

Beginning in January of 2020 the coronavirus disease 2019 (COVID-19) evolved from an isolated disease in a region of China to a global pandemic that brought countries to a standstill, pushed hospital systems to the brink, and dragged the global economy into a recession.

The first confirmed case of the novel coronavirus in the United States was discovered on January 21st in a Washington state resident. The man had recently returned from Wuhan on January 15. The CDC soon after deployed a team to help with the investigation, including potential use of contact tracing. On February 3rd, the President declared a public health emergency due to the coronavirus outbreak. The announcement came 3 days after the World Health Organization (WHO) declared a Global Health Emergency as more than 9800 cases of the virus and more than 200 deaths had been confirmed worldwide.

On March 9th, Governor Ron DeSantis issued Executive Order 20-52, declaring a State of Emergency for COVID-19. By declaring a State of Emergency, Governor DeSantis helped to ensure that state and local governments could acquire the resources and have the flexibility they needed to prepare and respond. On March 16th, Sarasota County declared a State of Emergency for the Novel Coronavirus and the Emergency Operations Center went to Level 2

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(partial activation). Due to the contagious factors of the virus the EOC was activated using initial entry screening, multiple rooms, social distancing, and virtual meetings.

The Sarasota County EOC went into a continuous state of level 2 activation (partial) with daily virtual Command meetings, weekly coordination calls with the Florida Division of Emergency Management and municipal, constitutional officers and response partners. The activation level remained at level 2 throughout most of 2020.

Man-made Hazards

The following man-made hazards are identified as possibly impacting Sarasota County jurisdictions.

Cyber Attack

Cyber-attacks include the use of electronic devices to attack, cripple or damage information systems held by governmental or private institutions, as well as individual citizens. Cyber-attacks are largely achieved through one of three means: 1) through wired and wireless Internet connections, 2) through the uploading of malicious software, and 3) through hardware transfer devices such as thumb drives. The sources of cyber-attacks include criminal groups seeking financial gain, nation states involved with espionage and plans to undermine foreign governments through a weakening of national defenses, activist groups bent on gaining public opinion or punishing those who disagree with their agenda as well as lone individuals seeking fame or fortune. Terrorist groups can also be a source of cyber-attacks; however, their current capabilities are somewhat limited. A sharp increase in the number of cyber intrusions into government and corporate computer networks has caused the United States to launch several new initiatives in cyber security. Many of the initiatives have focused on protecting critical infrastructure control and command systems, preventing access to sensitive government information, and thwarting acts of fraud and theft targeting business financial systems. Sarasota County Enterprise Information Technology and the municipal information technology departments have strict information security policies and continuously monitor their networks for any abnormalities and are prepared to take the necessary action to limit any impact.

Civil Disturbance

Civil disturbances can occur due to socio-economic, political, or other reasons. These types of events typically occur in public places, including court houses or town civic spaces. The Sarasota County Sheriff's Office maintains awareness of potential civil disturbance activity through various intelligence sources including trends on social media.

Terrorism

Terrorism includes any attempt to attack, cripple or damage public goods, public infrastructure, or citizens on a large scale. Sarasota County Emergency Services as well as the municipal law enforcement agencies maintain involvement with the Southwest Florida Regional Domestic Security Task Force to monitor and receive threat information.

Hazardous Materials

Hazardous material (HazMat) includes events when liquid, solid or gaseous chemicals that are harmful or fatal to humans or ecological infrastructure disperse into the atmosphere.

Mass Migration

Mass-migration occurs when persons of one geographic area move in large numbers to another geographic location. Although Sarasota County is more much farther away from Cuba than

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other counties in southwest Florida, thirty Cuban migrants were dropped off on Longboat Key by a large fishing boat in 2006.

Analyzing Development Trends

Land uses and development trends are defined within each jurisdiction's adopted Comprehensive Plan. State Statutes have given local governments the responsibility for coordinating the overall pattern of physical development in a community. To achieve this coordination, a local government needs a document which establishes long-range, general policies for the physical development of the community. A comprehensive plan meets this need.

The contents of these plans are all-inclusive, general, and long-range. "All-inclusive" means that the plan addresses all geographical parts of the community and all functional elements that can affect physical development. "General" means that it includes general policies and designations, not detailed regulations. "Long-range" means that the plan looks beyond pressing current issues to the problems and possibilities of years in the future.

Comprehensive plans can be amended at a specific time of year called the yearly amendment cycle. Amendments may be initiated by private citizens and the jurisdiction. Jurisdiction Commissions may approve an amendment after the State Department of Community Affairs considers the proposed change to follow state law.

In addition, the Sarasota 2050 is a 50-year land use plan designed to manage and shape future growth in Sarasota County. Sarasota 2050's primary goals are preserving our county's natural, cultural, and physical resources while making all neighborhoods more livable.

City of North Port, City of Sarasota, City of Venice, Sarasota County Government, and Town of Longboat Key future land use maps may be found in Appendix G. Sarasota County Schools and Sarasota Memorial Hospital do not have comprehensive land use plans.

Multi-Jurisdictional Risk Assessment

The multi-jurisdictional risk assessment may be found in Table 9. Due to the topography of the County, the jurisdictions within Sarasota County are vulnerable to the same natural hazards, with three exceptions. Coastal erosion and tsunamis only affect the City of Sarasota, City of Venice, Sarasota County Government, and the Town of Longboat Key because of their respective jurisdictional border with the Gulf of Mexico. A levee failure may impact the City of North Port and Sarasota County Government due to the reservoir located in an adjacent county that borders the two jurisdictions. Another area of concern is the Hidden River made berm along the Myakka River. This berm failed during a heavy rain event in 2003. The Sarasota County Flood warning and Response plan calls for a warning to residents of Hidden River when the water level on the man-made berm reaches 18 feet. It also initiates the plan for opening a command post and shelter at the Old Miakka Church which is located a short distance from the entrance to Hidden River.

Section IV: Mitigation Strategy

A. Local Hazard Mitigation Goals

The overall goal of the Sarasota County Local Mitigation Strategy Working Group is to develop and maintain a “Disaster Resilient Community”, through awareness and application of hazard mitigation policies and the identification, prioritization, and achievement of cost-effective mitigation projects. To implement the strategy, the following goals and objectives or action items were established based effectively and efficiently upon the 2004, 2014 and 2015 versions of the LMS and were reviewed and updated in 2020:

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Goal 1: Assess vulnerabilities and identify mitigation models for natural hazards relevant to Sarasota County.	
Objective 1:	Maintain up-to-date community-wide vulnerability assessment.
Objective 2:	Identify mitigation models and disseminate community wide.
Goal 2: Identify, prioritize, and achieve cost-effective mitigation projects for the prevention and protection of lives, property, and natural resources within Sarasota County.	
Objective 1:	Identify projects to mitigate losses and meet the strategies of mitigation “Best Practices” for:
	Acquisition of hazard prone property and conversion to open space.
	Retrofitting existing buildings and facilities.
	Elevation of flood prone structures.
	Vegetative management and soil stabilization.
	Infrastructure protection measures.
	Storm Water management.
	Minor structural flood control projects.
	Post-disaster code enforcement activities.
Objective 2:	Educate stakeholders in mitigation grant criteria.
Objective 3:	Maintain up-to-date project list and supporting documentation.
Objective 4:	Timely distribute grant opportunity information to stakeholders.
Goal 3: Promote the continued participation in the National Flood Insurance Program and the Community Rating System.	
Objective 1:	Continue to contribute, review, and support local ordinances related to the floodplain regulations within the National Flood Insurance Program and jurisdictional Floodplain Management Plans.
Objective 2:	Maintain, support, and improve administrative requirements at the local jurisdiction.
Goal 4: Maintain and develop effective “Public Outreach” activities.	
Objective 1:	Maintain citizen informational and contact web site.
Objective 2:	Maintain and distribute Federal Emergency Management Agency and National Flood Insurance Program literature to the citizens of Sarasota County.
Objective 3:	Appropriately advertise all Local Mitigation Strategy Working Group and Regional Floodplain Management Planning and Coordination Committee meetings.
Goal 5: Maintain and increase participation in the Sarasota County Local Mitigation Strategy Working Group.	
Objective 1:	Distribute annual invitation to non-participating jurisdictions.
Objective 2:	Identify Non-profit and Profit Non-Governmental Organizations and distribute invitations to participate.
Objective 3:	Identify Neighborhood Associations and distribute invitations to participate.
Goal 6: Support mitigation activities and research projects within Sarasota County and the surrounding local, State of Florida and Federal jurisdictions.	
Objective 1:	Participate in adjoining County Local Mitigation Strategy meetings.

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Objective 2:	Identify and participate in mitigation activities and projects at all jurisdictional levels.
Objective 3:	Encourage research and demonstration projects within Sarasota County.

B. Identification and Analysis of Mitigation Actions

The 2021 Sarasota County Unified Local Mitigation Strategy plan identifies and analyzes a wide range of mitigation actions and projects for the natural hazards that may affect the jurisdictions encompassed by this plan. Projects range from public outreach to reducing the effects of natural hazards on new and existing buildings. A complete list of mitigation projects and actions may be found in Appendix D.

C. Identification and Analysis of Mitigation Actions: National Flood Insurance Program (NFIP) Compliance

The communities of both incorporated and unincorporated Sarasota County have adopted, and continue eligibility in, the National Flood Insurance Program, which allows all residents to purchase Federal Flood Insurance and qualify for emergency assistance. Sarasota County Schools and Sarasota Memorial Hospital are legal jurisdictions in the State of Florida and may also purchase federal flood insurance through the respective eligible community. Tables 16A through 16C below summarize each participating community’s involvement in the National Flood Insurance Program and Community Rating System (CRS) program as of May 1, 2020. CRS status changes are reported by FEMA twice a year on May 1st and October 1st. Those changes are posted to a website under “Communities and their Classes” visit <http://www.fema.gov/library/viewRecord.do?id=3629> Additional information is provided in each jurisdiction’s respective Floodplain Management Plan that may be found in Annexes A –E.

Table 16A Community Rating System Class

Jurisdiction	Date Joined NFIP	CRS Class	% of Savings	Office Designated as Floodplain Administrator
City of North Port	1981	5	25	Neighborhood Development Services
City of Sarasota	7/30/71	6	20	Development Services
City of Venice	7/30/71	6	20	Engineering Department
Sarasota County Government	12/71	5	25	Building Official
Town of Longboat Key		6	20	Town Manager

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Table 16B National Flood Insurance Policies & Claims

Jurisdiction	# of Policies	Claims	
		#	\$
City of North Port	2,091	88	\$992,285
City of Sarasota	8,128	888	\$7,057,885
City of Venice	5,396	316	\$1,075,358
Sarasota County Government	37,783	2282	\$27,438,659
Town of Longboat Key	11,691	754	\$5,429,665

Table 16C Flood Map Dates

Jurisdiction	Date of Current Effective Maps*
City of North Port	November 4, 2016
City of Sarasota	November 4, 2016
City of Venice	November 4, 2016
Sarasota County Government	November 4, 2016
Town of Longboat Key	8-4-2016 (Sarasota) March 17, 2014

* Effective and historic Flood Insurance Rate Maps (FIRMs) are available both on line at www.msc.fema.gov. The printing of paper Flood Insurance Rate Maps was discontinued by FEMA on October 1, 2009; however, these maps are required to be retained by the Floodplain Manager in each participating community. Paper FIRMs are also available at the following libraries for review Selby and Fruitville Libraries in Sarasota, Venice Library, Elsie Quirk Library in Englewood, and the North Port Library.

Draft Digital Flood Insurance Rate Maps were released to the unincorporated and incorporated areas of Sarasota on December 15, 2014. A 90 Day Appeal and Comment period occurred January 30, 2015 and ended on April 30, 2015. Upon FEMA review and approval these map products became effective November 4, 2016. A second round of federal funding was also issued to the unincorporated and incorporated areas of Sarasota County to perform a coastal and tidal influence study which began in 2014 and is expected to be completed in 2018. In addition, Sarasota County Stormwater will continue with updates to the areas that were not digitally prepared for these products and will keep the public informed with public outreach as new products are available for review and eventual adoption. FEMA Coastal RISK map and local study map updates were sent to Sarasota County 12-31-2019. 4 public meetings were held in March 2020. The map process can take 18-24 months before they become effective. We anticipate the maps to be updated in late 2021.

The digital maps will include public comments about the riverine flood insurance study updates performed by both Sarasota County and SWFWMD, and utilize

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updated LiDAR (topography aerials) performed by the State of Florida Sarasota County has developed an online High Risk Flood Zone interactive mapping application that allows all interested parties to search for County parcels by address and determine if the parcel is intersected by a PRELIMINARY FEMA-designated High Risk Flood Zone. The Flood Zone interactive mapping application also includes the current FEMA Flood Zones so the user can compare the current flood zones vs the preliminary flood zones. The application results-window also provides links for more flood information and to the Sarasota County Property Appraiser. Additionally, the Property Appraiser website displays flood data on all property record cards with a link to the flood zone interactive mapping application. <https://ags3.scgov.net/sarcoflood/>

Local community flood study updates not subject to federal regulation 44 CFR have occurred and been adopted and used for regulation in unincorporated Sarasota County since 1994. This flood risk data and regulations associated are routinely made available to as a regular step of the permit process.

Each jurisdiction plans to continue to comply with the NFIP. Each participating jurisdiction will:

- Continue to enforce its adopted Floodplain Management Ordinance requirements, which include regulating all new development and substantial improvements in Special Flood Hazard Areas (SFHA).
- Continue to maintain all records pertaining to floodplain development, which shall be available for public inspection.
- Continue to notify the public when there are proposed changes to the floodplain ordinance or Flood Insurance Rate Maps.
- Maintain the map and Letter of Map Change repositories.
- Continue to promote Flood Insurance for all properties.

D. Implementation of Mitigation Actions

Each jurisdiction within the Sarasota County Unified Local Mitigation Strategy plan may submit mitigation actions and projects to the Chairperson of the LMS Working Group at any time during the calendar year. All mitigation actions and projects will be prioritized using a cost benefit analysis through an evaluation criteria worksheet that is reviewed by the LMS Chair. At the time of submission, each jurisdiction is required to complete and submit to the Chairperson of the LMS Working Group a Hazard Mitigation Project Evaluation Criteria Worksheet (Appendix C) in order for the project to be added to the Sarasota County Local Mitigation Strategy Working Group Project List.

The Hazard Mitigation Project Evaluation Criteria Worksheet located in Appendix C includes a wide range of information related to a specific mitigation action or project. This information includes, but is not limited to, the responsible department, potential financial resources, timeframe of completion and the goals achieved. Also included is a cost-benefit review of each mitigation action or project. Using the Hazard

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Mitigation Project Evaluation Criteria Worksheet projects are added by the Chairperson after careful consideration to cost benefit. If the cost of the project exceeds the overall long-term benefit it may not be considered for addition to the project list. Ultimately, it is the responsibility of each jurisdiction’s representative of the LMS Working Group to keep the Chairperson informed on the status of their mitigation actions and/or projects. At a minimum, the LMS Working Group will conduct a review of the project list at the regularly scheduled December quarterly meeting to coincide with the January submissions of the project list to the Florida Division of Emergency Management.

As a benchmark for progress, completed mitigation actions and projects will be removed from the project list and placed in the Sarasota County Local Mitigation Strategy Working Group Successful Mitigation Projects booklet (Appendix E). Projects that are deferred will remain on the project list and a description will be listed as to why the project was deferred. A project that is identified to be deleted from the project list will remain on the project list for one reporting cycle along with a description as to why the project will be removed.

Jurisdictions wishing to submit a grant application for a specific action or project will have the project reviewed by the Project Ranking Committee Mitigation actions and projects receive their final prioritization by the Project Ranking Committee for externally funded projects by the State of Florida and/or other Federal sources. Upon the completion of the ranking process, a general vote of the members of the LMS Working Group will be conducted to approve the ranking process.

E. Multi-Jurisdictional Mitigation Actions

Identifiable actions and projects for each jurisdiction are in Appendix D. As a benchmark for progress, successful projects are identified in Appendix E, and deferred projects remain on the project list with a brief description as to why the project was deferred. A project that is identified to be deleted from the project list will remain on the project list for one reporting cycle along with a description as to why the project will be removed.

In July 2020, the LMS Working Group developed Smartsheet to better track and update the LMS Project List. Using Smartsheet allows for real time updates to be completed by all partners within the LMS Working Group. The Smartsheet also allows for photos to be added for improved project documentation.

Section V: Plan Evaluation and Maintenance

A. Monitoring, Evaluating, and Updating the Plan

Monitoring

The Sarasota County Emergency Management Division has the primary

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responsibility of monitoring and supporting the LMS Plan. This effort shall include technical and clerical support for the benefit of the LMS Working Group. The division will monitor the status of LMS-supported projects throughout the year; and on a semi-annual basis (i.e., January and June) will assess the Plan against the LMS

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Working Group and the Florida Division of Emergency Management established evaluation criteria to determine if any changes to the Plan are necessary. If, based on this cursory review, the Plan requires a formal evaluation and update; the LMS Working Group Chair will schedule a LMS Plan Committee meeting. Additionally, if a significant event occurs in Sarasota County, for which an LMS-supported project may be eligible for grant funding, a special meeting of the LMS Plan Committee will be scheduled by the Chair.

Evaluating

If no potential changes have been identified in the Monitoring phase, the LMS Plan Committee will meet at least once annually to review and evaluate the LMS Plan against FDEM and LMS Working Group established evaluation criteria. The annual review will take place during the first quarter of each calendar year and no later than the second quarter of each calendar year to complete the review process prior to the onset of hurricane season.

The LMS Working Group evaluation criteria utilized by the Sarasota County Emergency Management Division and the LMS Working Group and/or the LMS Plan Committee are not limited to, but shall include:

1. Are there any new or changing laws, regulations or policies that require changes to the Local Mitigation Strategy?
2. Have there been any mandates from Federal, State, or local agencies that require changes to the Local Mitigation Strategy?
3. Do the goals and objectives of the LMS Working Group address current and expected conditions for Sarasota County?
4. Has the nature, magnitude, and/or type of risks changed for Sarasota County?
5. Are current resources appropriate for implementing the plan?
6. Are there implementation challenges, such as technical, political, legal financial, or coordination issues with other agencies?
7. Have the outcomes occurred as expected?
8. Are the jurisdictions and other partners participating as originally planned?
9. Are there recommendations or lessons-learned from any incident or event during this review cycle?

Updating

In the event that the LMS Plan Committee determines an update or change to the LMS Plan is required, the committee will prepare the update or change, along with supporting documentation, for this information to be presented to the LMS Working

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Group. The presentation for changes may be made at a regularly scheduled meeting or a special meeting scheduled by the Chair. The significance of the update or change will determine the LMS Working Group course of actions. If the actions are minor (determined by County administrator, City/Town manager or Working Group Chair) the LMS Working Group voting members can approve the update or change, and it will be adopted accordingly. If the actions are major (determined by County administrator, City/Town manager or Working Group Chair) the LMS Working Group voting members may approve the update or change, and each jurisdiction will complete their respective Resolution process.

As part of the annual review and update process for the five-year cycle, Table 17 identifies the tentative meeting date, attendees, and the minimum agenda items to be discussed.

Table 17 LMS Working Group Schedule

DATE	ATTENDEE	AGENDA ITEM
March 2021	Working Group	Review Projects & Action Items Review 27-P annual requirements
June 2021	Working Group	Review Jurisdiction Planning Mechanisms
September 2021	Working Group	Review Public Outreach Strategy
December 2021	Working Group	Review Risk Assessment
March 2022	Working Group	Review Projects & Action Items Review 27-P annual requirements
June 2022	Working Group	Review Jurisdiction Planning Mechanisms
September 2022	Working Group	Review Public Outreach Strategy
December 2022	Working Group	Review Risk Assessment
March 2023	Working Group	Review Projects & Action Items Review 27-P annual requirements
June 2023	Working Group	Review Jurisdiction Planning Mechanisms
September 2023	Working Group	Review Public Outreach Strategy
December 2023	Working Group	Review Risk Assessment
March 2024	Working Group	Review Projects & Action Items Review 27-P annual requirements Establish Planning Committee for Plan Update
April 2024	Planning Committee	Review Previous Planning Process
May 2024	Planning Committee	Draft Update Planning Process
June 2024	Working Group	Review Jurisdiction Planning Mechanisms
July 2024	Planning Committee	Review Identification of Hazards
August 2024	Planning Committee	Review Profile Hazards
September 2024	Planning Committee	Review Profile Hazards
September 2024	Working Group	Review Public Outreach Strategy
October 2024	Planning Committee	Review Profile Hazards
November 2024	Planning Committee	Review Vulnerability Assessment
December 2024	Planning Committee	Review Vulnerability Assessment
December 2024	Working Group	Review Risk Assessment
January 2025	Planning Committee	Review Repetitive Loss Program
February 2025	Planning Committee	Review Structures/Economic Loss

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March 2025	Planning Committee	Review Development Trends
March 2025	Working Group	Review Projects & Action Items Review 27-P annual requirements
April 2025	Planning Committee	Review Goals and Objectives
May 2025	Planning Committee	Review Mitigation Actions
June 2025	Planning Committee	Review National Flood Insurance Program
June 2025	Working Group	Review Jurisdiction Planning Mechanisms
July 2025	Planning Committee	Review Plan Maintenance Process
August 2025	Planning Committee	Complete Draft for Review by Working Group
September 2025	Planning Committee	Review Draft Changes and Amendments
September 2025	Working Group	Review Public Outreach Strategy
September 2025	Planning Committee	Submit Draft Plan for Review
October 2025	Working Group	Review Risk Assessment
December 2025	Jurisdictions	Board Resolutions

Incorporation into Existing Planning Mechanisms

As part of the annual series of quarterly meetings of the Sarasota County Local Mitigation Strategy Working Group, members will dedicate at least one quarterly meeting to ensuring that the goals, objectives, priorities, projects, and actions established in this plan are maintained or incorporated into participating jurisdictions planning activities. In the event of an activity not meeting the established goals, objectives, priorities, projects, and actions, it is the responsibility of each jurisdiction member to ensure the appropriate changes are made through their individual jurisdiction change process. While not limited to, Table 18 identifies other local planning mechanisms available for incorporating the mitigation requirements of the mitigation plan. At a minimum, the planning mechanisms listed in Table 18 will be reviewed at the designated quarterly meeting.

Table 18 LMS Incorporation into Existing Planning Mechanisms

Current Plans	City of North Port	City of Sarasota	City of Venice	Sarasota County	Sarasota County Schools	Sarasota Memorial Hospital	Town of Longboat Key
Comprehensive Plan	X	X	X	X	X	X	X
Floodplain Management Plan	X	X	X	X			X
Codes & Ordinances	X	X	X	X			X
Sarasota 2050	X	X	X	X	X	X	X
Post Disaster Redevelopment Plan	X	X	X	X			X
Local Mitigation Strategy Plan	X	X	X	X			X
Comprehensive	X	X	X	X	X	X	X

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Emergency Management Plan							
Capital Improvement Project List	X	X	X	X	X	X	X

The responsibility of identifying the appropriate methods or actions of incorporating the mitigation strategy into existing planning mechanisms rest with each jurisdiction’s LMS Working Group representative. The process of incorporating the Local Mitigation Strategy into existing planning mechanisms begins with an audit by each jurisdiction of their plans to determine which mechanism is due for a required review or which mechanism was determined by their respective Administration for review in the upcoming year. This information is presented to the LMS Working Group at the regularly scheduled quarterly meeting to assist each jurisdiction in creating a strategy for incorporating the Sarasota County Unified Local Mitigation Strategy plan into these planning mechanisms. State of Florida Statutes and Administrative Law require specific procedures to enact change in many of these planning mechanisms. Ultimately, it is the responsibility of each jurisdiction to implement the respective changes to their planning mechanisms, and it is the responsibility of the LMS Working Group to support and assist when possible, other members of the LMS Working Group in implementing these changes.

Each jurisdiction (City of Venice, City of Sarasota, City of North Port, Town of Longboat Key and Sarasota County) has agreed to follow the same process of integration as outlined above. The audit phase completed by the LMS Working Group representative from each municipality identifies plans where the LMS can be further integrated into additional planning mechanisms. As a group the LMS Working Group is able to support each other to help guide LMS integration for greater regional consistency. Integration of the LMS into additional policies, programs and planning mechanisms are not formally adopted until approved by the board of each municipality.

One of the key advantages of the Sarasota County Local Mitigation Strategy Working Group is that it is made up of a diverse group of job specialties ranging from professional planners, engineers, public works professionals, emergency management professionals and educators that operate on a daily basis in a diverse group of business environments. Membership includes representatives that range from a zoning official and public works professional whose collateral duties are that of the Community Rating System coordinator, two city engineers that are also the floodplain managers, and emergency management professionals who are all responsible for several other planning mechanisms. Having representatives from each municipal (City of Venice, City of Sarasota, City of North Port, Town of Longboat Key and Sarasota County) planning agencies allows for the LMS Working Group to continuously look at plans for incorporating LMS. Integration into additional and or new plans is achieved through a collaborative effort among the LMS Working Group. Representatives from each agency in the LMS Working Group are able to bring plans, policies and programs to the group for assistance with integration of the LMS. Final adoption of individual plans, policies and programs are done at the municipal level by each entity’s respective board or council with the following differences:

- **Sarasota County has a 5-member Board of County Commissioners**

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(Commission/County Administrator form of government)

- **City of Sarasota has a 5-member City Commission that includes a Mayor and Vice-Mayor (City Commissioner/City Manager form of government)**
- **City of North Port has a 5-member City Commission that includes a Mayor and Vice-Mayor (City Commissioner/City Manager form of government)**
- **City of Venice has a 7-member City Council that includes a Mayor and Vice-Mayor (Council/Manager form of government)**
- **Town of Longboat Key has a 7-member Town Commission that includes a Mayor and Vice-Mayor (Town Commission/Town Manager form of government)**

The LMS Working Group has demonstrated the incorporation of the mitigation strategy into other planning mechanisms by combining the Local Mitigation Strategy Plan with each jurisdiction's Floodplain Management Plan in this document. In previous years, these planning tools were separate documents with each requiring their own jurisdictional Board resolution. While this is an initial step, it has avoided the duplication of effort, duplication within the documents, and the requirement of two distinct board resolutions. The LMS Working Group and the Regional Floodplain Management Planning and Coordination Committee will continue to identify areas of common interest and requirements that can be documented in the LMS Plan to avoid further duplication and present a more refined document in the future.

Many of the members of the LMS Working Group were directly involved in the updating of the Sarasota County Comprehensive Emergency Management Plan 2019 edition, in which the jurisdiction description in this plan is based upon. Additionally, the risk assessment in the Comprehensive Emergency Management Plan was initially based upon the 2010 LMS Plan and was modified to create an up-to-date risk assessment. This new risk assessment found in the Comprehensive Emergency Management Plan was then utilized to create the foundation for this updated LMS plan.

Another keen aspect of the diversity within the LMS Working Group membership is all the County and municipality representatives are involved in the updating and maintenance of each jurisdiction's Comprehensive Plan. Florida Statute requires each jurisdiction to submit an Evaluation and Appraisal Report that has been approved by their respective Board to the Florida Department of Community Affairs for approval. Currently, the Cities of North Port and Venice and Sarasota County are in this review process, and the City of Sarasota and Town of Longboat Key will begin the review process in the upcoming year. These offsetting review cycles work to the advantage of the LMS Working Group by allowing the group to support one or two jurisdictions in the review process, instead of all at once.

Continued Public Involvement

The Sarasota County Local Mitigation Strategy Working Group is dedicated to public involvement in the hazard mitigation planning and review process and continues to seek opportunities to increase public participation. In addition to Goal 4, and associated objectives of the Local Mitigation Strategy Goals and Objectives, the Working Group will continue to advertise all quarterly and special meetings, update and maintain comprehensive mitigation video, and form partnerships with other related entities to keep

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the public informed and create greater involvement. At a minimum, public outreach plans and opportunities will be discussed at one of the quarterly meetings. In addition, the Sarasota County web site will be available with the most up-to-date documentation and points of contact for the public.

The partnership forged by the LMS Working Group and the Regional Floodplain Management Planning and Coordination Committee will offer an increased opportunity for success in generating public involvement during activities such as the adoption process of the new Flood Insurance Rate Maps for Sarasota County. This partnership has also created a joint public outreach committee whose mission is to integrate the mitigation and Community Rating System outreach activities into one, to reduce expenditures and reach a greater number of community residents.

Section VI: Plan Adoption

The Sarasota County Clerk of the Circuit Court and the Clerk of each municipality shall maintain original signed copies of the resolutions adopting the LMS Plan Update. All partners must follow the participation requirements described in Section I to remain in good standing with the Sarasota County Local Mitigation Strategy. An executed adoption resolution along with compliance with LMS participation rules qualifies partners to submit qualified mitigation projects for federal funding consideration.

When this plan is approved by FDEM and FEMA the Sarasota County Board of County Commissioners will adopt the 2021 Sarasota County LMS. Following adoption each municipality and the School Board will also adopt the 2021 LMS. Each resolution will be available in Appendix A.

Benefits of Adoption

The Sarasota County LMS is a multi-jurisdictional plan that assesses the vulnerability of the County and its jurisdictions to hazards and elaborates on the risk associated with each type of hazard. It identifies and evaluates local mitigation efforts and their usefulness, as well as providing guidance for implementation at the jurisdictional level. Through adoption of this Plan, the County and its jurisdictions will be eligible for Federal funds to carry out mitigation actions. Adoption of this plan will provide the following benefits to both county and municipal governmental entities:

- Compliance with Administrative Rules 27P-6, Florida Administrative Code (F.A.C.), requirements for local comprehensive emergency management plans to identify and describe hazard mitigation.
- Universal points from the National Flood Insurance Program's (NFIP) Community Rating System (CRS) Program for developing a Floodplain Management Program, which may help further reduce flood insurance premium rates for property owners.
- Access to the Federal Emergency Management Agency's (FEMA) Federal Mitigation Assistance grant programs.

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- Compliance with the Disaster Mitigation Act of 2000.
- Identify and prioritize projects for funding under the State of Florida's Residential Construction Mitigation Program, to help reduce losses from repetitive flooding damage.
- Set forth the guiding principles with which both the County and municipal governmental entities of Sarasota County will address the issue of all hazard mitigation.
- Identify the known hazards to which the County is vulnerable and the range of hazard impacts and delineate the individual vulnerabilities of the various jurisdictions and population centers within the county.
- Develop a detailed method by which Sarasota County (municipalities, County government, and partners) can evaluate and prioritize proposed mitigation projects along with new federal requirements.
- Ensures jurisdictional plans are consistent and supportive.
- Expedites the receipt of pre-disaster and post-disaster grant funding; and
- Demonstrates a firm commitment to improving community health and safety.

AGENDA ITEM NO. 5.10



**SARASOTA
BRADENTON
INTERNATIONAL**

SARASOTA MANATEE AIRPORT AUTHORITY

MINIMUM STANDARDS

FOR

AERONAUTICAL ACTIVITIES

SARASOTA BRADENTON INTERNATIONAL AIRPORT

ADOPTED: _____

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Addendums

Addendum No. I - Application to Conduct Aeronautical Activities

Addendum No. II - Term Sheet for Lease and Development Agreements

Addendum No. III - Rules and Regulations for Sarasota Bradenton International Airport

Addendum No. IV - Application for Tenant Construction Permit

DRAFT

MINIMUM STANDARDS
FOR
AERONAUTICAL ACTIVITIES
AT
SARASOTA BRADENTON INTERNATIONAL AIRPORT

WHEREAS the Sarasota Manatee Airport Authority, being a public non-profit corporation created under and pursuant to the Laws of the State of Florida, hereinafter referred to as "Authority" owns and operates a public Airport known as Sarasota Bradenton International Airport hereinafter referred to as "Airport"; and

WHEREAS the Authority desires to establish standards and requirements for Aeronautical Activities at the Airport to protect the public's health, safety, and security, to discourage unqualified Applicants, and to protect the aviation user and public from unsafe, inadequate service or irresponsible Operators; and

WHEREAS the Authority, in recognition of the statutory prohibition against granting an exclusive right to conduct Aeronautical Activity on the Airport imposed by Section 308 of the Federal Airport Act and in contractual obligations contained in certain contracts between said Authority and the United States of America relative to the expenditure of federal funds for the development and operation of said Airport, desires that all such general aviation Aeronautical Activity be conducted on said Airport in a fair and equitable manner:

NOW THEREFORE, the Authority does hereby resolve that Aeronautical Activities at the Airport shall hereafter be rendered by and engaged in by duly qualified Operators so determined by the hereinafter established Minimum Standards which are hereby adopted as the "Minimum Standards for Aeronautical Activities at Sarasota Bradenton International Airport", also referred to herein as the "Minimum Standards", as follows:

ARTICLE 1
POLICY STATEMENT

The Authority shall provide a fair and reasonable opportunity, without unlawful discrimination, to all Applicants to qualify, or otherwise compete, for available Airport facilities and the furnishing of selected Aeronautical Activities subject to the Minimum Standards established by Authority and set forth herein. The Authority reserves the right to revise these Minimum Standards from time-to-time. The Authority likewise reserves the right to revise any Minimum Standards requirement(s) as it determines in its reasonable discretion to best ensure the orderly, safe, secure, and efficient operation of the Airport.

These Minimum Standards set forth the minimum requirements to be met by any General Aviation Operator seeking to perform or conduct Aeronautical Activities at the Airport ("Operator"). These Minimum Standards shall not apply to scheduled air carriers or scheduled air taxi Operators. The Authority's goal in adopting these Minimum Standards is to protect the level and quality of Aeronautical Activities offered to the public, and to encourage the development of quality Aeronautical Activities and facilities at the Airport. In all cases where the words "Standards" or "requirements" appear herein, it shall be understood that they are modified by the word "Minimum." All Operators will be encouraged to exceed the minimums. Unless provided for herein or within an Agreement, no Person shall be allowed to engage in Aeronautical Activities at the Airport under conditions that do not comply with these Minimum Standards, unless an exemption or variance has been approved by the Authority consistent with the General Rules as set forth in the Rules and Regulations for Sarasota Bradenton International Airport ("Airport"). Any Person currently engaging in Aeronautical Activities without an Agreement shall have six (6) months from the date of adoption of these Minimum Standards to comply with them. These Minimum Standards do not apply to Part 121 scheduled air carrier or scheduled air taxi Operators.

Prior to starting any operation(s), a potential Operator must apply in writing to the Authority to conduct Aeronautical Activities at the Airport, hereinafter an "Application", and enter into a written Agreement with the Authority or an FBO. The purpose of the Application will be to verify the Operators qualifications to conduct Aeronautical Activities at the Airport and the Agreement will recite the terms, covenants, and

conditions under which the Aeronautical Activities may be conducted on the Airport, including, but not limited to, the term of the Agreement, rentals, fees and charges, and the rights and obligations of each party.

The Authority reserves the right to designate from time-to-time specific areas where individual Aeronautical Activities or a combination of Aeronautical Activities may be conducted, and to determine whether there is sufficient, appropriate, or adequate Land, Improvements, and other resources to meet the Minimum Standards established herein. This determination shall consider the nature and extent of the proposed Aeronautical Activity and the Land, Improvements, and resources available for such purposes, consistent with the current Airport Master Plan, Airport Rules and Regulations, and the orderly, safe, secure, and efficient operation of the Airport.

Upon adoption of these Minimum Standards, all previous Minimum Standards adopted by the Authority are hereby repealed.

ARTICLE 2
EXCLUSIVE RIGHTS

Entering into a written Agreement with the Authority and granting rights or privileges to perform Aeronautical Activities at the Airport (“Aeronautical Activities”) shall not be construed in any manner as granting any Operator an Exclusive Right, other than the exclusive use of the Land and/or Improvements that may be leased by the Authority to an Operator and then only to the extent provided in an Agreement in accordance with the Airport Sponsor Grant Assurances required by the Federal Aviation Administration (“FAA”), the Florida Department of Transportation (“FDOT”) and/or any other federal and/or state government agency as a condition to receiving federal and/or state funding.

The opportunity to engage in Aeronautical Activities shall be made available only to those entities willing and able to comply with these Minimum Standards, and as Land and Improvements may be available at the Airport to support such Aeronautical Activities provided such use is consistent with the current and planned uses of Land and Improvements at the Airport and is deemed to be in the best interests of the Authority, as determined by the Authority in its sole discretion. The presence of only one Operator engaged in a particular Aeronautical Activity does not, in and of itself, indicate that an Exclusive Right has been granted. It is the policy of the Authority not to enter or promote an understanding, commitment, or express Agreement to exclude other reasonably qualified and experienced Operators.

The Authority reserves the right in its sole discretion to grant others certain rights and privileges at the Airport which are identical in whole or part to those granted to Operators. The Authority does covenant and agree that:

- All Minimum Standards of Aeronautical Activities conducted at Airport shall be enforced.
- Following the date of official adoption of these Minimum Standards for Aeronautical Activities, new Aeronautical Activity will NOT be permitted or allowed to be conducted at the Airport under terms and conditions more favorable than those set forth in these Minimum Standards.
- No Aeronautical Activity will be permitted or allowed at Airport without a written Agreement with Authority, or other written agreement approved by the Authority.

ARTICLE 3
PURPOSE OF MINIMUM STANDARDS

The purpose of these Minimum Standards is to provide and promote: (a) consistent high quality, safe and efficient Aeronautical Activities at the Airport; (b) the orderly development of Land and high-quality Improvements at the Airport; (c) the safety, security, and efficient operation of the Airport, (d) the economic health of Operators at the Airport, (e) the self-sustaining economic sufficiency of the Airport; and (f) to protect the level and quality of Aeronautical Activities offered to the public.

These Minimum Standards specified herein must be complied with by any Operator desiring to engage in Aeronautical Activities at the Airport. Throughout these Minimum Standards, the word "requirements" shall be understood to be preceded by the word "Minimum Standards" except where explicitly stated otherwise. Any required determinations, interpretations, or judgments regarding what constitutes an acceptable standard or requirement, or regarding compliance with such standard or requirement, shall be determined solely by the Authority. Unless provided for herein or in an Agreement with the Authority that precedes these Minimum Standards, no Person shall be allowed to engage in Aeronautical Activities at the Airport under conditions that do not fully comply with these Minimum Standards.

ARTICLE 4
PRIOR MINIMUM STANDARDS

The Minimum Standards for Aeronautical Activities, dated April 20, 2018, is hereby amended, and restated to conform with these Minimum Standards. However, these Minimum Standards shall not apply to any Agreement or amendment thereto properly executed prior to the date of adoption of these Minimum Standards except as provided for in such Agreement, in which case, these Minimum Standards shall apply to the extent required or permitted by such Agreement.

- If an existing Operator desires, under the terms of an existing Agreement, to engage in additional Aeronautical Activities, the existing Operator shall comply fully with these Minimum Standards without any exception for all Aeronautical Activities conducted by the Operator.
- These Minimum Standards shall not be deemed to modify any existing Agreement under which an Operator is required to exceed these Minimum Standards nor prohibit the Authority from entering or enforcing an Agreement or an amendment thereto that requires an Operator to exceed these Minimum Standards, unless specifically set forth in said Agreement.

If these Minimum Standards are amended after an Operator enters into an Agreement with the Authority, the Operator shall not be required to comply with the amended Minimum Standards, except as required by Operator's existing Agreement with the Authority or until such time as a) Operator's existing Agreement is amended, b) the Authority approves an assignment of Operator's Agreement to another Person, or c) Operator enters into a new Agreement with the Authority. If after the date of adoption of these Minimum Standards, an Operator with nonconforming Land or Improvements is required to conform to these Minimum Standards, the Operator shall be obligated at its sole cost to reconfigure by the assembly, reassembly, addition, or deletion of Land and/or Improvements to conform to these Minimum Standards. Similarly, if, after the date of adoption of these Minimum Standards, an Operator's Land or Improvements are expanded or altered, or its use is changed or intensified, said Land and Improvements shall only be expanded, altered, or its use changed to the extent required to conform to these Minimum Standards.

While these Minimum Standards do not apply directly to subtenants, since they are not in privity with the Authority, Operators are required to ensure through their sublease Agreements that any Aeronautical Activity conducted by their subtenants are carried out in a manner that fully comply with these Minimum Standards and does not frustrate the purposes of these Minimum Standards.

ARTICLE 5
EXISTING OPERATORS

Existing Scope of Aeronautical Activities – Upon adoption of these Minimum Standards, an existing Operator with an existing Agreement with the Authority may engage in the Aeronautical Activities permitted under the Agreement provided the Operator is in full compliance with all the terms and conditions of the existing Agreement and all applicable legal and operational requirements.

Revised Scope of Aeronautical Activities – Prior to engaging in any new Aeronautical Activity at the Airport not permitted under an existing Agreement with the Authority or attempting to modify or expand the scope of Aeronautical Activities permitted under an existing Agreement with the Authority, Operator shall

apply to and obtain an amended to the existing Agreement or obtain a new Agreement with the Authority to secure the right to conduct any new Aeronautical Activity.

ARTICLE 6
AIRPORT RULES AND REGULATIONS

These Minimum Standards incorporate in their entirety the Rules and Regulations for the Sarasota Bradenton International Airport, dated May 20, 2019, attached as Addendum No. III, as may be amended from time-to-time in writing by the Authority (“Airport Rules and Regulations” or “Rules and Regulations”). The Rules and shall always be complied with by all Operators, subtenants, and users of the Airport.

ARTICLE 7
SEVERABILITY OF MINIMUM STANDARDS

The Articles of these Minimum Standards are severable, and if any of its provisions shall be held invalid by any court of competent jurisdiction, the decision of such court shall not affect or impair any of the remaining Articles.

ARTICLE 8
STANDARD DEFINITIONS

As used in these Minimum Standards, the following terms shall have the meanings set out below, unless the context clearly requires otherwise:

- **Aeronautical Activities** - Any commercial aeronautical activity, other than FAA Part 212 regularly scheduled air carrier services and FAA Part 135 nonscheduled air carrier services, which involves, makes possible, or is required for the operation of Aircraft, or which contributes to or is required for the safety of such operations, which shall include, but is not limited to, aeronautical activities commonly conducted at Airports such as Fixed Base Operations, Aircraft Maintenance and Repair, Avionics Maintenance and Repair, Aircraft Storage, Aircraft Management, On Demand Aircraft Charter, Flight Training and Aircraft Rental, Aircraft Sales, Aircraft Assembly, Non-For-Profit Flying Clubs, and Specialized Services including aerial tours, aerial photography, and aerial surveying can appropriately be regarded as an “Aeronautical Activity.” An activity is considered an Aeronautical Activity if it conducts any aspect of a business, concession, operation on the Airport, or provides goods or services to any individual for compensation or hire on the Airport, including exchange of goods and services, whether such objectives are accomplished, and regardless of whether the business is nonprofit, charitable, or tax-exempt. Aeronautical Activities conducted by a governmental entity shall be deemed noncommercial and shall also be subject to review and approval by the Authority as provided herein.
- **Agreement** - A written contract, lease, license, use, permit, or other form of authorization, executed by the Authority and Operator, whereby the Authority authorizes an Operator to conduct a specific Aeronautical Activity on the Airport.
- **Aircraft** - Aircraft means a device that is used or intended to be used for flight in the air.
- **Aircraft Assembly Operator** - The assembly, sale, maintenance, repair and/or delivery of Aircraft, Aircraft components, instruments, parts, and equipment listed by the International Civil Aviation Organization originally manufactured on the Airport or elsewhere.
- **Aircraft Hangar** - A building or structure designed to hold Aircraft, Airplanes, or Airships.
- **Aircraft Maintenance and Repair Operator (MRO)** – An Operator providing one or a combination of airframe, power plant and accessory repair on Aircraft up to and including business jet Aircraft, helicopters, and blimps. This category shall also include the non-exclusive sale of Aircraft parts and accessories.

- **Aircraft Management and Charter Operator** – An Operator engaged in the business of managing Aircraft owned by others including, but not limited to Aircraft storage, Aircraft ground handling, and scheduling Aircraft maintenance including fueling, detailing, and on-board services. Operators may also engage in On Demand Aircraft Charter, or in the private carriage of passengers or property, as defined in 14 CFR Part 125.
- **Aircraft Rental Operator** – An Operator engaged in the rental and/or lease of Aircraft to the public.
- **Aircraft Sales Operator** – An Aircraft Sales Operator is a Person engaged in the sale of new and/or used Aircraft through franchises or licensed dealerships or distributorships, on a rental or wholesale basis, for an Aircraft manufacturer; and provides such manufacturer parts, goods, and services necessary to meet any guarantee or warranty on the Aircraft sold.
- **Aircraft Self-Fueling Operator** – An Operator with a written Agreement with the Authority that grants the right to self-dispense aviation fuels and oils in their owned Aircraft, Aircraft where the Operator is vested with greater than a fifty percent (50%) ownership, or Aircraft registered by a Person majority owned by the Operator, using its own employees and equipment from their privately owned Aircraft Hangar.
- **Aircraft Storage Operator** - An Operator with a written Agreement with the Authority that grants the right to construct and maintain its own Aircraft Hangar on its own Leased Premises for the storage of its owned Aircraft, Aircraft where the Operator is vested with greater than a fifty percent (50%) ownership, or Aircraft registered by a Person majority owned by the Operator, which are not used for commercial Aeronautical Activities at the Airport. Ownership of the leasehold, Aircraft Hangar and Aircraft shall be identical, or the owners shall be related. The Aircraft Hangar owner and Aircraft owner are deemed to be “related” to the Operator if the owner of the Aircraft Hangar and Aircraft is vested with greater than a fifty percent (50%) ownership, either legal or equitable, in the Operator. An Aircraft under lease by the Operator from a third party for use by the Operator for a minimum of twelve (12) months is deemed “owned” by the Operator.
- **Air Operations Area (AOA)** – An area used or intended to be used for Landing, takeoff, or surface maneuvering of Aircraft including all Airport Lands adjacent thereto and enclosed by the perimeter security fence.
- **Airplane** - an engine-driven fixed-wing [Aircraft](#) heavier than air, that is supported in flight by the dynamic reaction of the air against its wings.
- **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.
- **Airport Master Plan** – Document charting the proposed evolution of the Airport to meet future needs, as approved by the Federal Aviation Administration, and as amended from time to time.
- **Airship** - means an engine-driven [lighter-than-air Aircraft](#) that can be steered.
- **Applicant** – An individual or entity seeking to enter into an Agreement with the Authority to establish, perform or operate an Aeronautical Activity at the Airport or to sublease to a Person to operate an Aeronautical Activity at the Airport.
- **Assembly Made Aircraft** – An Aircraft assembled by an Operator at the Airport with components, instruments, parts, and equipment originally manufactured on the Airport or elsewhere.
- **Authority** - The Sarasota Manatee Airport Authority, a special district created by the Legislature of the State of Florida, pursuant to Chapter 2003-309, Laws of Florida as amended, which owns and operates

the Airport. The term shall also mean the President, Chief Executive Officer, or his/her designated representative when the context permits.

- **Avionics Maintenance and Repair Operator** – An Operator engaged in the sales, maintenance, repair, or alteration of one or more of the items described in 14 CFR Part 43, Appendix A, including but not limited to Aircraft radios, electrical systems, and flight instruments for Aircraft other than those owned, leased, and/or operated by or under the full and exclusive control of the Operator.
- **Best's** – Best's Rating, insurance industry standard measure of insurance financial performance prepared by A.M. Best Company.
- **Convicted Vendor List** – List required to be kept by the State of Florida Department of Management Services of entities under Florida Statute 287.133, Public Entity Crime; denial or revocation of the right to transact business with public entities.
- **Co-Op Fueling** - Fueling or otherwise servicing multiple Aircraft owned by different entities based in the same Aircraft hangar or Leased Premises. Co-Op fueling is not recognized as self-fueling by the FAA and will not be allowed at the Airport. To be afforded self-fueling rights, all Aircraft must demonstrate the same ownership structure as the Aircraft Hangar.
- **FAA** – The Federal Aviation Administration of the United States of America, its successors, and assigns.
- **FAR** – The Federal Aviation Regulations.
- **Fixed Base Operator (FBO)** – An Operator engaged in providing multiple Aeronautical Activities including the sale and dispensing of aviation fuels and lubricants to the public, Aircraft Storage, Aircraft Maintenance and Repair, and other Aeronautical Activities required in Article 13 of these Minimum Standards.
- **Flight Training and Aircraft Rental Operator** – An Operator engaged in providing Aircraft flight training, and the rental of Aircraft to the public for Aircraft flight training and instruction, in fixed or rotary wing Aircraft, and who provides such related ground school instruction as is required before taking a written examination and flight check ride for the category or categories of pilot's licenses and ratings involved.
- **Improvements**. Improvements shall include any building, betterment, facility, structure, or equipment built, constructed, installed, or placed upon the Airport.
- **Land** – Land shall mean the surface or immediate subsurface of the Airport real property suitable for development of Improvements for the use and benefit of Operators as required herein.
- **Leased Premises** – Leased Premises shall mean the Land and Improvements described in a lease executed by the Authority and an Operator, and available for use by that Operator in performing, operating, or engaging in an Aeronautical Activities.
- **Minimum Standards** – The requirements established by Authority as the Minimum Standard requirements for any Person that must be met as a condition precedent to the right to conduct an Aeronautical Activity on the Airport (also referred to herein as the "Minimum Standards").
- **NFPA** – The National Fire Protection Association.
- **Not-for-Profit Flying Club** – An Operator that is a nonprofit entity organized for the express purpose of providing its members with an Aircraft or several Aircraft for their personal use and enjoyment only.
- **On Demand Aircraft Charter** – An Operator engaged in On Demand Aircraft Charter, as defined in 14 CFR Part 135, or in the private carriage of passengers or property, as defined in 14 CFR Part 125.

- **Operator** – A Person with an Agreement with the Authority and performing, operating, or engaging in an Aeronautical Activity at the Airport.
- **Person** – A Person who enters into an Agreement with the Authority including all individuals, firms, companies, associations, joint ventures, partnerships, trusts, business trusts, syndicates, fiduciaries, corporations, and all other groups or combinations.
- **President, Chief Executive Officer** – The principal representative of the Authority with powers and duties to direct all administrative, operational, financial, and other matters at the Airport; to supervise the Aeronautical Activities at the Airport and be responsible for the operation, management, and maintenance of the Airport and all facilities and equipment in connection therewith and to enforce the provisions of these Minimum Standards. Such other employees of the Authority, as the President, Chief Executive Officer from time to time may designate, to carry out the duties of the President, Chief Executive Officer.
- **Private Hangar Owners** - An Operator permitted by its Agreement to construct and maintain its own hangar on its own Leased Premises for the storage of its own Aircraft which is not used for Aeronautical Activities at the Airport. Ownership of the leasehold, hangar and Aircraft are identical, or the owners are related. The hangar owner and Aircraft owner are deemed to be “related” to the Operator if the owner of the hangar and Aircraft have, directly or indirectly, a major equity ownership in the Operator. An Aircraft under lease by the Operator from a third party for use by the Operator for a minimum of twelve (12) months is deemed “owned” by the Operator. Subject to compliance with Article 16, fueling and service of the Aircraft stored on the Leased Premises is also permitted but only if it is provided by the Operator or by a party related to the Operator, i.e., no Co-Op fueling, and servicing is permitted.
- **Rules and Regulations** – The Rules and Regulations for Sarasota Bradenton International Airport, as amended from time to time by the Authority.
- **Self Service Fueling Facility**- A fueling facility that is operated by an Operator, not by an attendant. If the pump is made available to the public, it becomes a commercial Aeronautical Activity and does not constitute self-fueling.
- **Specialized Service Operator (SASO)** – An Operator conducting a single specialized Aeronautical Activity at the Airport. SASO Operators typically offer only a single specialized aeronautical service such as On Demand Aircraft Charter, Aircraft Flight Training and Rental, Aircraft Sales, Aircraft Maintenance and Repair, Avionics Maintenance and Repair, ambulance service, sightseeing flights, aerial photography, Aircraft detailing, in-flight catering, vendors of pilot supplies, and/or other Aeronautical Activity specifically excluded from Parts 121 and 135 of the Federal Aviation Regulations.
- **Terminal Aircraft Parking Apron** – A defined paved area at the Airport passenger terminal building that provides for loading and unloading passengers or cargo, refueling, parking, and maintenance or servicing of Aircraft. The Terminal Aircraft Parking Apron is identified on Exhibit 1, attached hereto, as Terminal Aircraft Parking Apron and made a part of these Minimum Standards.
- **Transient Operator**. Any Person not leasing or subleasing Land and/or Improvements at the Airport, as required by these Minimum Standards, that conduct temporary or occasional Aeronautical Activities at the Airport, are required to obtain an Agreement or a Permit with the Authority and comply with the General Requirements of these Minimum Standards. For purposes of this definition, temporary or occasional Aeronautical Activities may include, but not be limited to, On Demand Aircraft Charter, Flight Training and Aircraft Rental, Aircraft Maintenance and Repair, Aviation Maintenance and Repair, upholstery, detailing, sightseeing, aerial photography, or other Aeronautical Activity.

Note: In addition to the Definitions provided herein, these Minimum Standards incorporate, by reference the defined words and acronyms identified in Section 1, Definitions, of the Rules and Regulations and are

capitalized whenever used in these Minimum Standards. In the event of a conflict in a Definition provided herein and a Definition provided in the Airport Rules and Regulations, the Definition provided herein shall prevail. Those Words or acronyms that are not defined, identified, or capitalized shall be construed consistent with common meaning or as generally understood throughout the aviation industry.

ARTICLE 9
GENERAL MINIMUM REQUIREMENTS

Any Person desiring to conduct Aeronautical Activities on the Airport shall meet or exceed the general minimum standard requirements (“General Requirements”) of this Article as well as the Minimum Standards applicable to each Aeronautical Activity, as set forth herein.

Application Required. Any Person wishing to conduct an Aeronautical Activity at the Airport shall file an Application to Conduct Aeronautical Activities, hereinafter “Application”, attached to these Minimum Standards as Addendum No. I, with the Authority in a form and manner approved by the Authority and obtain an Agreement or a Permit approved by the Authority as set forth in these Minimum Standards. The Application is required to be completed in its entirety and submitted to the Authority for consideration by the Authority prior to engaging in any Aeronautical Activity at the Airport. Applicant shall submit all the information requested by the Authority in the Application, or in addition thereto, and shall thereafter submit any additional information, data, and/or documentation that may be requested by the Authority to evaluate the Application and facilitate a complete and proper analysis of the proposed Aeronautical Activity.

No Application will be considered complete that does not provide the Authority with the information, data, and/or documentation requested by the Authority to enable the Authority to make a meaningful assessment of Applicant’s desired Aeronautical Activities and determine whether the Applicant’s desired Aeronautical Activities will comply with all applicable with the Airport Layout Plan and all applicable legal requirements. Following review of the Application by the Authority and subject to the Applicant complying with all requirements thereto, an Agreement may be issued by the Authority. The Authority reserves the right to approve or not approve any Application for any Aeronautical Activity as it determines in its reasonable discretion to be in the best interest of the public.

Agreement or Permit Required. A written Agreement or Permit properly executed by the Applicant and Authority, or by the Applicant and an existing FBO, that is approved by the Authority, is a prerequisite for an Applicant to commence any Aeronautical Activity at the Airport. Upon approval of an Application as submitted or modified by the Authority, if the Agreement is with the Authority, the Authority shall prepare a Term Sheet, as attached as Addendum No. II or equivalent in detail, acceptable to both parties that outlines the terms, covenants, and conditions of a final Agreement. If the parties agree on a Term Sheet, the Authority shall cause to be prepared an Agreement between the Applicant and the Authority. In all cases, the Authority or FBO shall cause to be prepared an Agreement between the Applicant and the Authority or FBO. All Agreements shall contain the following provisions, among others:

- Provisions for strict compliance with these Minimum Standards.
- Term provision.
- Reasonable rental rate and/or Authority use fee to be paid to Authority.
- Rent or fee escalation provision.
- Provision for security deposit, performance bond or other form of performance guarantee to be posted by Operator, along with construction and payment bonds, if applicable.
- Release, Indemnity and Hold Harmless provisions.

- Provisions providing that any Improvements to be built, constructed, or placed upon the Airport shall conform to all safety regulations of all agencies with jurisdiction, including but not limited to the State of Florida, the Counties of Sarasota and Manatee, and the City of Sarasota, and shall conform with the requirements of current building codes and fire regulations of said jurisdictions, including but not limited to all required permits, licenses, and fees.
- Provisions that any Improvements built, constructed, or placed upon the Airport shall require a construction bond and once construction is commenced, will be diligently pursued to completion.
- Covenants specifically agreeing to comply with environmental and natural resources laws and regulations.
- Provisions that the Agreement is subordinate to any existing or future Agreement between Authority and the United States, relative to the operation and maintenance of the Airport, the execution of which has been or may be required as a condition precedent to expenditure of Federal funds for the development of Airport properties.
- Provision prohibiting sublease or assignment of any Agreement without prior notification and approval by the Authority.
- Provisions required by the FAA or other governing agency or entity.

In lieu of or in addition to an Agreement, the Authority may issue a Permit. A Permit issued by the Authority will remain valid for one (1) year or such other period as indicated in the Permit if the Operator meets the following requirements:

- The information submitted by the Operator is and remains current. The Operator shall notify the Authority in writing within fifteen (15) calendar days of any change to the information submitted by the Operator.
- The Operator remains in full compliance with the terms and conditions of the Permit and all applicable legal requirements.

A Permit issued by the Authority may not be assigned or transferred and shall be limited solely to the approved Aeronautical Activity identified in the Permit. Where applicable, a Permit issued by the Authority shall be incorporated by reference in any Agreement between the Authority to the same Operator and subject to "cross default". The breach of any portion of a Permit issued by the Authority, including the Application incorporated by reference thereto, shall be deemed a material breach of any Agreement with the same Operator, subject to termination of the Permit and the Agreement. A default by an Operator shall result in the immediate cancelation of all Airport security badges, vehicle decals, and all other forms of controlled Airport access privileges.

Transient Operators. Transient Operators shall be required to obtain an Agreement or a Permit from the Authority and comply with the Minimum Standards set forth in this Section.

- **Licenses and Certifications.** Transient Operators shall be properly licensed and certificated by the FAA and hold the appropriate type ratings and medical certifications required for the Aircraft being operated and the work being performed, including the ability to perform inspections, examinations and issue certifications typically conducted as part of the Aeronautical Activities being conducted. Transient Operators shall provide a copy of their active licenses and certifications to the Authority and to any customer upon request.
- **Registered Aircraft.** Transient Operators shall provide and maintain with the Authority a registered list of all Aircraft used by the Operator to conduct temporary or occasional Aeronautical Activities.

- **Locations of Aeronautical Activities.** Transient Operator Aeronautical Activities may only be conducted at a facility and location previously designated and approved by the Authority for the Aeronautical Activity to be conducted or at such facility or location designated and approved in advance in writing from time-to-time by the Authority. Each location shall meet all applicable legal and operational requirements for the type of Aeronautical Activities conducted.
- **Required Insurance.** Transient Operators conducting Aeronautical Activities at the Airport shall disclose the amount and variety of insurance coverage provided to its customers, when the insurance applies to the customer, where the customer may obtain additional information regarding the insurance provided and provide a copy of the applicable certificate of said insurance to the Authority and to any customer upon request.
- **Airport Rules and Regulations.** Transient Operators shall conduct all Aeronautical Activities in accordance with the Airport Rules and Regulations, and all applicable FAA Regulations, NFPA code, Department of Environmental Protection rules and regulations, the Authority's Standard Operating Procedures, and the rules and regulation of any agency with jurisdiction over the Aeronautical Activities conducted.

Based Aircraft owners, FBOs, and MROs with an active Agreement with the Authority, may request a Transient Operator to conduct Aeronautical Activities for their Aircraft or customers, respectively. However, a Transient Operator shall not be permitted to solicit business at the Airport for any reason.

Airport Security Badges. All Operators, their officers, managers, and employees working at the Airport shall be required to display a valid Airport Security Badge issued by the Authority.

Aircraft Hangars. All Aircraft Hangars on the Airport shall be subject to the following restrictions:

- Aircraft Hangars shall be equipped to provide appropriate and sufficient vehicles, tools, and equipment, including tugs with sufficient power and braking action to handle any Aircraft stored in the facility.
- Aircraft Hangars shall be equipped with sufficient Aircraft tow bars to provide for the movement of all Aircraft using the facility.
- Hazardous Material storage shall not be permitted to be stored in Aircraft Hangars unless specifically authorized in writing by the Authority.
- Aircraft Hangars shall not be used for Aeronautical Activities that impede the movement of Aircraft, storage of inventory unrelated to Aircraft Storage, or as a base of operations for a non-aeronautical business other than Aircraft Storage.
- Aircraft Hangars shall not be used for the storage of vehicles, marine vessels, non-aeronautical equipment, crates, boxes, barrels, containers, surplus property, and refuse.
- No vehicles shall be permitted to access Aircraft Hangars unless specifically authorized in writing by the Authority, which shall require the display of an active vehicle decal issued by the Authority.
- Aircraft Hangars may only be used for Operator's approved Aeronautical Activities or Aircraft registered in the name of the Operator.

Prohibited Activities. Any Aeronautical Activity described in these Minimum Standards conducted at the Airport without an Agreement or Permit with the Authority granting the right to conduct the Aeronautical Activity proposed to be conducted, including any Aeronautical Activities conducted by on-airport Operators, Transient Operator, sub-tenants, and all other Persons without an Agreement or Permit with the Authority is strictly prohibited. The use of Aircraft for the purpose of banner towing and crop dusting is not permitted at the Airport under any condition.

Compliance and Enforcement. All Operators shall comply with all applicable federal, state, and local laws, Airport Rules and Regulations, these Minimum Standards for Aeronautical Activities, the Airport Master Plan, and all orders and directives of the Authority's management and staff that apply to the Aeronautical Activities conducted, which may individually or collectively be amended from time to time by the Authority. In addition, all Operators shall maintain in effect and post in a prominent public place in a facility on their Leased Premises all licenses, certifications and permits, required by law.

In the event an Operator fails to comply with these Minimum Standards, the Authority shall send a written statement of violation to such Person at its last known address. Unless otherwise provided in the Operator's an Agreement with the Authority, the Operator shall have ten (10) calendar days within which to (a) provide a written statement to the Authority explaining why the violation occurred and to advise the Authority that the violation has been corrected or (b) when and how the violation will be corrected. The Authority, in its sole discretion, has the right to immediately suspend the Operator's Aeronautical Activities and/or revoke the Operator's privileges at the Airport, as the Authority deems it necessary to correct the violation and prevent further violations. The Operator shall pay all costs incurred by the Authority to cure a violation required to be cured by the Operator, including but not limited to, attorney fees, expert witness fees, court costs, and other legal costs. Prior violations may warrant denial of future Permit applications by the Authority.

ARTICLE 10 **APPLICATION PROCESS**

Application Form. All Persons seeking to perform an Aeronautical Activity at the Airport shall obtain a copy of these Minimum Standards, as may be amended, and shall file an Application to the Authority. All Applications shall be executed under penalty of perjury by an officer, director, manager, or other properly authorized official. The Application shall set forth in detail the following:

- Name and address of the Applicant.
- Name and address of classes of membership of the Applicant, if applicable.
- Copies of all licenses and certifications required to conduct the proposed Aeronautical Activity.
- Tax identification number.
- Copy of the Applicant's IRS Non-Profit Determination Letter, if applicable.
- Proposed Land use, facility and/or location for the Aeronautical Activity proposed.
- Names and qualifications of personnel involved in conducting the proposed Aeronautical Activity.
- Financial capability of the Applicant.
- Technical capability of the Applicant to perform the proposed Aeronautical Activity.
- List of Aircraft, vehicles, facilities, and equipment to be furnished by the Applicant in connection with the Aeronautical Activity proposed.
- Proposed date of commencement of the Aeronautical Activity.
- Proposed term of an Agreement with the Authority.
- Specifications of proposed Improvements.

- Estimated cost of proposed Improvements.
- Method of financing construction or acquisition of proposed Improvements.

Application Review. Once a complete written Application is received by the Authority, it shall be reviewed by the Application for compliance with these Minimum Standards. The determination of what is considered a complete Application will be as follows:

- **Complete Application.** If the Authority determines that the Application is complete, the Authority shall commence negotiations with the Applicant to execute an appropriate written Agreement.
- **Incomplete Application.** If the Authority determines that an Application is incomplete or further information is required, the Authority shall return the Application to the Applicant and notify the Applicant in writing of the reason(s) the Application was incomplete.

Action on Application. If the Authority determines that an Application is complete, the Authority shall approve, approve with conditions, or deny the application. The following are some examples of circumstances that may warrant the denial of the application:

- An Applicant, for any reason, does not meet the qualifications, standards, and requirements established by these Minimum Standards, or is not prepared to meet the same within a reasonable time as established by the Authority but not exceeding one year.
- An Applicant's proposed Aeronautical Activity or construction will create a safety hazard on the Airport.
- An Applicant's proposed Aeronautical Activity will result in a financial loss for the Authority.
- An Applicant's proposed Aeronautical Activity will cause the Authority to spend funds or supply labor or materials in connection therewith.
- No appropriate, adequate, or available Land or facilities exist at the Airport to accommodate an Applicant's proposed Aeronautical Activity on the date of Application or within a reasonable time thereafter.
- Airport development or construction required for the proposed Aeronautical Activity does not comply with the Airport Master Plan or conflicts with the Airport Rules and Regulations, federal, state, or local rules and regulations.
- Development or use of the Land area requested by an Applicant will result in Aircraft or building congestion or will unduly interfere with the Aeronautical Activities of an existing Operator on the Airport or might restrict Aircraft access to other existing Operators on the Airport.
- An Applicant either intentionally or unintentionally falsified information on an application or supporting documents or omitted relevant information.
- An Applicant failed to make full disclosure on an application.
- An Applicant has a record of violating the Airport Rules and Regulations, the rules, and regulations of another Airport, FARs, FAA standards, FDOT aviation regulations, or any other rules and regulations applicable to the Authority.
- An Applicant has defaulted in the performance of any Agreement with Authority, Manatee County, City of Sarasota, or Sarasota County, or other Airport in the United States.

- Based on current financial and background information, an Applicant does not, in the sole opinion of the Authority, exhibit adequate financial responsibility or technical capability to undertake the proposed Aeronautical Activity.
- An Applicant is unable to provide a performance bond or other security in an amount required by the Authority to insure performance of its obligations under its proposed Aeronautical Activity or ensure completion of any associated construction.
- An Applicant has been convicted of any felony or misdemeanor involving moral turpitude or has been convicted of a public entity crime as defined in Section 287.133 Fla. Statutes and placed on the Convicted Vendor List.

Public Hearing. Once a Term Sheet is executed by the Authority and the Applicant, and a proposed Agreement or Permit is executed by the Applicant acceptable to the Authority, the Authority will decide based upon these Minimum Standards, Airport Rules and Regulations, Federal, State, and local law, policies, and guidelines, if a public hearing is required.

- **No Hearing Required.** If the proposed Aeronautical Activity does not require a hearing, the Authority will draft and execute the proper Agreement authorizing the Applicant to perform the proposed Aeronautical Activity in accordance with these Minimum Standards.
- **Hearing Required.** If it is determined that the proposed Aeronautical Activity requires a hearing, the hearing shall be governed as follows:
 - The Application and proposed Agreement will be placed on the agenda of a future regularly scheduled board meeting of the Authority. An Application and an Agreement must be executed before being placed on a Board agenda.
 - All Operators currently providing Aeronautical Activities as those proposed by the Applicant will be notified of the Application and advised of the date, time, and place of the scheduled board meeting where the Application and proposed Agreement will be considered.
 - The Authority will determine whether the Applicant meets these Minimum Standards as herein established, and whether the Agreement should be approved, modified, or rejected.
- **Continuing Obligations.** Successful Applicants who execute an Agreement with the Authority and are approved by the Authority shall be required to comply with the following.
- **Informational Update.** Promptly advise the Authority of any changes to the information provided in the Application, Permit and/or Agreement.
- **Compliance with Other Regulations.** Abide by and comply with all federal, state, and local Laws, ordinances, regulations, and the Rules and Regulations of the Authority.

Technical Experience Required. Operator shall, in the judgment of the Authority, based on the Application submitted by the Applicant, demonstrate before and throughout the term of an Agreement the capability to consistently conduct its Aeronautical Activities at the Airport in a safe, secure, efficient, courteous, prompt, and professional manner to the benefit of the public with the degree of professional care and level of skill exercised by qualified and experienced Operators conducting similar Aeronautical Activities at comparable Airports.

Financial Capability Required. Any Applicant desiring to conduct an Aeronautical Activity at the Airport shall demonstrate the financial strength and technical capability to pay all rents, fees, and charges owed to the Authority; developing and maintaining the required Land and Improvements, procuring, and maintaining

the required vehicles, tools, equipment, and/or Aircraft, and employing the required personnel to engage in the proposed Aeronautical Activity.

All Applicants shall provide the Authority with credible evidence regarding their financial and technical financial ability to perform the proposed Aeronautical Activity before and at any time during the term of any Agreement. Credible evidence shall consist of, but not necessarily be limited to, financial statements certified by an officer of Applicant as to its correctness, licenses, permits, and/or certificates required by law and applicable to Applicant's business, references and any other information indicating Applicant's ability to perform the proposed Aeronautical Activity at the Airport.

Bankruptcy. In the event of insolvency, voluntary or involuntary bankruptcy of an Operator which is not promptly discharged, or an arrangement for creditors is made, the Authority shall have the remedies provided in the Authority's Agreement with the Operator and as available by law.

Agreement or Permit Required. No individual or entity shall engage in any Aeronautical Activity at the Airport without first applying to the Authority and obtaining an Agreement or a Permit with the Authority, or having a sublease approved by the Authority, authorizing such Aeronautical Activity (collectively an "Agreement"). An Agreement or Permit with the Authority shall not replace, reduce, or otherwise limit in any way an Operator's obligations to comply with these Minimum Standards. Individuals and entities not based at the Airport that desire to conduct temporary or occasional Aeronautical Activities at the Airport, are also required to file an application, and obtain an Agreement or Permit with the Authority prior to conducting any Aeronautical Activity.

Adequate Leased Premises. An Operator shall lease or sublease adequate Land and Improvements to conduct each of the Operator's Aeronautical Activities, as required by these Minimum Standards. All required Improvements including, but not limited to, Aircraft apron, Aircraft tiedowns, buildings, facilities, vehicle parking, and fuel storage and dispensing shall be located on contiguous Land. Specialized Aviation Service Operators (SASOs) are encouraged to be sublessees from an FBO. however, if suitable Land or Improvements are not available or cannot be secured from an FBO, a SASOs may: (a) lease Land and/or facilities from the Authority, if such Land and/or facilities are available, or (b) sublease Land or Improvements from another SASO.

Approval of Construction. The construction or installation of any Improvements, or alteration of Improvements must be approved in advance by the Authority and all applicable federal, state, and local agencies having jurisdiction. Each Operator shall apply for a Tenant Construction Permit ("TCP Application") to the Authority for review and consideration in accordance with the requirements set forth in these Minimum Standards. A copy of the TCP Application is attached to these Minimum Standards as Addendum No. IV.

Aircraft Apron and Tiedowns. Aircraft apron shall be no less than one hundred percent (100%) of the square footage of the Aircraft Hangar size and able to accommodate the movement of Aircraft safely and effectively in and out of the Aircraft Hangar and provide for the efficient staging of Aircraft. In addition, Aircraft apron shall be:

- Contiguous and separated by no more than a taxi lane that allows the Operator to taxi or tow Aircraft without traversing an active runway, taxiway, or public roadway.
- Of adequate size and weight bearing capacity to accommodate the movement, staging, and parking of the largest Aircraft reasonably expected to utilize the Operator's Leased Premises.
- Able to accommodate the Operator's Aircraft fleet.
- Located to provide unimpeded movement of Aircraft in and out of Operator's Aircraft Hangars and all other facilities and to and from the nearest taxi lanes or taxiways.

If Operator utilizes an Aircraft Hangar for storing customer Aircraft, Operator shall provide a reasonable number of paved Aircraft tiedowns to effectively accommodate the demand for tiedowns. If Operator does not handle or store customer Aircraft, Aircraft tiedowns are not required.

Vehicle Parking. Paved vehicle parking shall be sufficient to meet local code requirements and accommodate all vehicles and equipment expected to utilize the Operator’s Leased Premises each day. In addition:

- Leased Premises that require public access shall have direct Landside access.
- Paved vehicle parking shall be near the Operator’s primary facility on the Operator’s Leased Premises.
- On-street and off-street vehicle parking shall not be permitted except in marked vehicle parking spaces.

Aircraft Hangars. Aircraft Hangars identified throughout these Minimum Standards shall meet the following minimum requirements, unless otherwise stipulated in these Minimum Standards for the specific Aeronautical Activity conducted.

Leased Premises	Square Feet	Notes
Land	43,560	
Administrative and Maintenance Area	1,000	Shall include dedicated employee work areas, shop areas, and storage for parts and equipment.
Aircraft Hangar	10,000	
Aircraft Hangar Apron	10,000	
Aircraft Hangar Doors	20 by 80	Linear height by width

Licensing and Regulatory Compliance. Prior to engaging in any Aeronautical Activity at the Airport, and throughout the term of any Agreement with the Authority, each Operator shall obtain and maintain all necessary licenses and certificates required by the FAA and all other agencies having jurisdiction over the Operator’s Aeronautical Activity. In addition, each Operator and their on-site managers and employees shall obtain and comply with all necessary licenses, permits, certifications, and/or ratings required to conduct Operator’s Aeronautical Activities at the Airport, including:

- Each Operator shall keep in effect and post in a prominent place, readily visible and accessible to the public, copies of all licenses, permits, certifications, or ratings that are required for each chosen Aeronautical Activity.
- Upon request, each Operator shall provide copies of such licenses, permits, certifications, and/or ratings upon request to the Authority within 48 hours.

All Operators shall comply with all federal, state, and local laws, the Airport Master Plan, the Airport Rules and Regulations, and these Minimum Standards for Aeronautical Activities, which may be amended from time to time by the Authority, that apply to their business, including the Rules and Regulations promulgated by the Authority and all other agencies having jurisdiction. All Operators shall keep in effect and post in a prominent place on their Leased Premises all necessary and/or required licenses, certifications, and/or permits required to conduct the Operator’s Aeronautical Activities.

Personnel. An Operator shall provide, at their own expense, sufficient employees to effectively and efficiently conduct their Aeronautical Activity approved by Agreement issued by the Authority. All Operator shall employ and designate a qualified, experienced, and professional on-site manager who shall be responsible for the day-to-day management of Operator’s Aeronautical Activities, including the following:

- The designated on-site manager shall have experience managing similar Aeronautical Activities, as determined by the Authority.
- Operator shall give due consideration to notification from the Authority of dissatisfaction with the designated on-site manager performance and shall take all reasonable action to eliminate the cause of such dissatisfaction.

During Operator's hours of operation, a qualified, experienced, and professional on-site supervisor(s) shall be readily available and authorized to represent and act on Operator's behalf with respect to Operator's Aeronautical Activities. It shall be the responsibility of Operator to maintain close supervision over Operator's employees to ensure all Aeronautical Activities are consistently provided in a safe, secure, efficient, courteous, prompt, high quality, and professional manner.

Operators shall have in its employ, on duty, and be immediately available during hours of operation, properly trained and qualified employees in such numbers as are required to comply with these Minimum Standards and to meet the reasonable demands of customers for each of the Operator's Aeronautical Activities.

Employee Conduct and Training. Operators shall control and be responsible for the conduct, demeanor, and appearance of their employees, who shall be trained by Operators and who shall possess such technical qualifications and hold such certificates of qualification as may be required in carrying out assigned duties. It shall be the responsibility of Operators to maintain close supervision over their employees to assure a high standard of service to Operator's customers.

Aircraft, Vehicles and Equipment. The Aircraft, vehicles, and equipment required by these Minimum Standards must be fully operational, in compliance with all applicable federal, state, and local law, and capable of enabling the Operator to conduct its Aeronautical Activities in a safe and efficient manner consistent with their intended use. Aircraft, vehicles, and equipment may be unavailable on a temporary basis, as reasonably required for routine or emergency maintenance and repair provided that:

- Appropriate measures are being taken to return the Aircraft, vehicles, and equipment safely back into service as soon as possible.
- Fully operational back-up Aircraft, vehicle, and equipment are available within a reasonable time to conduct the Operator's Aeronautical Activities.

Safety and Security. Operators shall designate a responsible individual for the coordination of all communications, safety and security procedures and provide point-of-contact information to the Authority, including the name of the primary and secondary contacts. One of the contacts must be available by telephone on a 24-hour basis. Operators shall develop and maintain a security plan for their Leased Premises and the Aeronautical Activities conducted that complies with the following:

- The Operator's security plan shall be submitted to the Authority for review no later than thirty (30) calendar days before the Operator is scheduled to commence Aeronautical Activities at the Airport and shall resubmitted their security plan to the Authority after any revision.
- Upon request, Operators that are required to comply with a Transportation Security Administration (TSA) security program must demonstrate written compliance to the Authority including providing the Authority, within 24 hours, copies of all relevant and applicable TSA required documentation.
- Operators must comply with applicable reporting requirements as established by the Authority, FAA, TSA, and all agencies having jurisdiction.
- Operators shall develop and maintain a safety plan for Operator's Leased Premises and Aeronautical Activities that complies with the Rules and Regulations for the Airport.

- Operators, their officers, managers, and employees working at the Airport shall always display a valid Airport Security Badge issued by the Authority.

Hours of Operation. The hours of operations that are to be provided to the public and the contact information for after-hours of operation shall be clearly posted in public view using appropriate and professional signage. Unless otherwise stated in these Minimum Standards, Operator's Aeronautical Activities shall be continuously offered and available to meet reasonable demand of customers for a minimum of eight (8) hours per day during normal business hours Monday through Friday, excluding holidays or as otherwise specified in the Operator's Agreement with the Authority. Unless otherwise stated in these Minimum Standards, Operator's Aeronautical Activities shall be available to the public at all other times on-call and after-hours, with response time not to exceed one (1) hour. Operators shall provide good, prompt, and efficient Aeronautical Activities at a fair, reasonable, and non-discriminatory basis to all users of the Airport adequate to meet all reasonable demands for its Aeronautical Activities at the Airport.

Product, Service, and Pricing. The Operator shall furnish good, prompt, and efficient service on a fair, reasonable, and non-discriminatory basis to all users of the Airport adequate to meet all reasonable demands for its Aeronautical Activities at the Airport. Operator may provide reasonable discounts, rebates, or other similar types of price reductions based on the class of Airport user or the volume purchased. In the event of a complaint and upon request by the Authority or any customer, Operator shall provide a schedule of product, service, and facility pricing within 24 hours. In addition to identifying the Operator's product, service, and facility pricing, the schedule shall identify any discounts or rebates for volume purchases, or other similar types of price reductions offered by Operator.

Non-Discrimination. Operator shall (1) provide its Aeronautical Activities at a reasonable, and not unjustly discriminatory basis to all Airport users and (2) not charge unjustly discriminatory prices for any product, service, or facility. Operator may provide reasonable discounts, rebates, or other similar types of price reductions based on the class of Airport user or the volume purchased. In the event of a complaint and upon request by the Authority or any customer, Operator shall provide a schedule of product, service, and facility pricing within 24 hours. In addition to identifying the Operator's product, service, and facility pricing, the schedule shall identify any discounts or rebates for volume purchases, or other similar types of price reductions offered by Operator.

Taxes and Expenses. Operator shall meet all expenses and payments in connection with their Agreement with Authority, including licenses, taxes, or permits required by law in the normal course of business. Operator shall, at its sole cost and expense, pay all taxes, fees, and other charges, that may be levied, assessed, or charged by any duly authorized agency relating to the Operator's Aeronautical Activities conducted at the Airport and in connection with its Agreement with the Authority. Operator may, however, at its sole expense and cost, contest any tax, fee, or assessment. The Authority may enforce the payment of any rent, fee, or other charge due to the Authority from an Operator by any means provided by law.

Vendors and Suppliers. Operators shall have the right to choose, at their sole discretion, their vendors, and suppliers, operating in compliance with these Minimum Standards.

On-Airport Signage. Operators may not advertise or place signage on the Airport or the Operator's Leased Premises unless specifically granted said rights in their Agreement with the Authority.

ARTICLE 11 **GENERAL INSURANCE REQUIREMENTS**

Overview of Insurance. All Operators shall procure, pay for, and maintain with insurance carriers rated A or better by Best's, insurance of the types and in the minimum limits established by the Authority, for the type of Aeronautical Activity in which the Operator will be engaged. If more than one Aeronautical Activity is proposed or conducted, minimum limits may be cumulative. Because of the many variables and combinations, insurance requirements will be reviewed and revised on an individual basis at the time of an Applicant's Application, during Agreement negotiations, and throughout the term of the Agreement.

All insurance shall be acquired and maintained with responsible companies approved by the Authority and authorized to do business in the State of Florida. All liability insurance policies shall provide a severability of interest provision. Required insurance coverage and limits shall be evidenced by properly executed certificates of insurance. Each certificate shall be an original, signed by the authorized representative of the insurance company shown on the certificate with proof that he/she is an authorized representative thereof attached. All insurance policies shall be primary coverage performable in Sarasota and Manatee Counties, Florida, and shall be construed in accordance with the laws of the State of Florida.

Insurance coverage and limits required herein are designed to meet uniform requirements of the Authority. They are not designed as a recommended insurance program for the Applicant or Operator. Applicant and Operators alone shall be responsible for the sufficiency of his insurance program. In the event the Authority determines that the insurance limits herein are inadequate, the Authority may modify said limits. If the insurance limits are modified, Applicant or Operator shall have thirty (30) days after receipt of written notice from the Authority to modify its insurance limits to meet the new requirements.

If any liability insurance required herein is issued or renewed on a "claims made" form as opposed to the "occurrence" form, the retroactive date for coverage shall be no later than the commencement date of the Agreement and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims (tail coverage) shall be unlimited. Required coverage shall be issued as required by law and shall be endorsed, where necessary, to comply with these Minimum Standards. Submissions required by this Article shall be delivered to:

Properties Department
Sarasota Manatee Airport Authority
Sarasota Bradenton International Airport
6000 Airport Circle, Third Floor
Sarasota, Florida 34243-2105

The value and types of insurance shall conform in all cases to the following minimum requirements set forth in these Minimum Standards with the use of Insurance Service Office (ISO) policies, forms, and endorsements or broader where applicable.

Certificates of Insurance. Certificate of Insurance must be filed with and approved by the Authority prior to any Aeronautical Activity being conducted by the Applicant or the Operator at the Airport, which certificates shall state thereon the limits, coverages and endorsements required herein. All certificates shall provide for thirty (30) days prior written notice, by registered or certified mail, return recipient requested, to the Authority prior to renewal, non-renewal, cancellation, reduction in policy coverages, or other alteration including, but not limited to, revisions, replacements, suspensions, increases or cancellations of coverage, underwriters, exclusion, values, or limits. In any such case, Operator shall take immediate steps to reinstate any cancellation, reduction, or alteration that fails to comply with these Minimum Standards. If at any time the Authority requests a written statement from the Operator's insurance company as to any impairments to the aggregate limit, the Applicant and/or Operator shall promptly authorize and have such statement delivered to the Authority. The Applicant or Operator shall make up any impairment when known to it. All Applicants and Operators authorizes the Authority to confirm all information furnished to the Authority, as to compliance with the insurance requirements herein, with Applicant or Operator's insurance agents, brokers, and insurance carriers. All insurance coverage of Applicants and Operators shall be primary as regards any insurance or self-insurance program carried out or approved by the Authority.

Renewal certificates of insurance shall be provided to the Authority a minimum of thirty (30) days prior to renewal. Thereafter, the Operator shall provide certificates of insurance to the Authority every twelve (12) months and prior to any alteration defined above. The certificate holder's name and address shall include:

"Sarasota Manatee Airport Authority, an Independent Special District of the State of Florida, its Commissioners, Officers, Employees, and Agents, 6000 Airport Circle, Sarasota, Florida 34243.

Companies issuing required insurance policies shall have no recourse against the Authority for payment of premiums or assessments for any deductibles. These costs shall be the sole risk and responsibility of the Operator. Certificates of insurance for the coverages required by these Minimum Standards shall be delivered to the Authority prior to the execution of any Agreement with the Authority. The Authority's acceptance of delivery of any policy or certificate of insurance evidencing the Applicant's or Operator's insurance coverages and limits and does not constitute approval or an Agreement by the Authority that the insurance requirements herein have been met or that the insurance policies shown in any certificate of insurance adhere to the requirements herein.

Additional Insured Endorsement. Operators shall endorse the Authority as an "Additional Insured" on each insurance policy with respect to liability arising out of Aeronautical Activities performed by or on behalf of the Operator, including the premises owned, leased, occupied, or used by the Operator, vehicles, equipment, and Aircraft owned, leased, hired, borrowed, or operated by the Operator. Such insurance shall provide primary coverage and shall not seek any contribution from any insurance or self-insurance carried by the Authority, except for Worker's Compensation policies.

The additional insured endorsement, as to the interest of the Authority, shall not be invalidated by any act or neglect or breach of contract of the Operator. Any failure to comply with reporting or other provisions of the policies, including any breach of warranty, shall not affect coverage provided to the Authority and/or the Authority Board, individually and collectively, and its representatives, officers, employees, and agents. The Operator insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the aggregate limits of the insurer's liability.

Operators that sublease Land and/or Improvements shall be required to secure coverage by means of 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 state as follows:

"Sarasota Manatee Airport Authority, an Independent Special District of the State of Florida, its Commissioners, Officers, Employees, and Agents, 6000 Airport Circle, Sarasota, Florida 34243.

Loss Payee Endorsement. Operators shall endorse the 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 as follows:

"Sarasota Manatee Airport Authority, an Independent Special District of the State of Florida, its Commissioners, Officers, Employees, and Agents, 6000 Airport Circle, Sarasota, Florida 34243.

Commercial General Liability/Airport Liability. Commercial General Liability/Airport Liability insurance, including premises and operations, personal injury, Agreement requirements, and independent contractors, including completed operations limits of coverage shall not be less than:

- Combined single limit,
bodily injury, personal injury and
property damage liability \$5,000,000 per occurrence

Commercial Automobile Liability. Commercial Automobile Liability Insurance shall be maintained in accordance based on the following operating requirements:

Outside the AOA. Automobile Liability Insurance shall be maintained as to ownership, maintenance, and use of "all vehicles" which are tagged and used on Airport outside the AOA with limits not less than:

- Bodily Injury Liability \$1,000,000 each person
\$1,000,000 each occurrence
- Property Damage Liability \$1,000,000 each occurrence

Inside the AOA. Automobile liability insurance shall be maintained as to ownership, maintenance, and use of “all vehicles” which are tagged and used on Airport inside the AOA with limits not less than:

- Bodily Injury Liability \$5,000,000 each person
\$5,000,000 each occurrence
- Property Damage Liability \$5,000,000 each occurrence

All Risk Property, Flood and Windstorm Insurance. Property, Wind, & Flood Insurance, subject to reasonable deductibles approved by the Authority, is required for all constructed, leased, or subleased buildings, structures, and facilities as follows.

- Property insurance in an amount not less than one hundred percent (100%) of the total replacement cost of all Improvements, including those made by or on behalf of Operator as well as Operator's contents located on the Leased 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.
- 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 all Improvements, including, but not limited to, those made by or on behalf of Operator as well as Operator's contents, located on the Leased Premises, or the maximum amount available from the National Flood Insurance Program. This coverage shall be provided on a primary basis.
- 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 Improvements, including, but not limited to, those made by or on behalf of Operator as well as Operator's contents, located on the Leased Premises, or the maximum amount available under the Florida Windstorm Underwriting Association. This coverage shall be provided on a primary basis.

Worker's Compensation and Employer's Liability. Worker's Compensation and Employer's Liability insurance shall be maintained in accordance with federal law and the statutes and regulations of the State of Florida including employer's liability.

Excess Liability Insurance. Excess Liability insurance if used to reach the limits of liability required, shall not be less than Five Million Dollars (\$5,000,000) combined single limit each occurrence and aggregate where applicable for bodily injury, personal injury, and property damage liability.

Waiver of Subrogation. Operators shall provide a Waiver of Subrogation in favor of the Authority for each policy required to be maintained or maintained by Operator pursuant to or in connection with Operator's Period or Agreement with the Authority. When required by the insurer, or if a policy condition does not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, the Operator 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 an Operator enter into such an agreement on a pre-loss basis.

Multiple Aeronautical Activities. When an Operator engages in more than one Aeronautical Activity at the Airport, these General Insurance Requirements, and the insurance requirements specific to each Aeronautical Activity defined in these Minimum Standards, must be maintained throughout the term of any Agreement with the Authority.

ARTICLE 12
NOTICE OF INDEMNIFICATION

All Operators will be required to execute a separate indemnification contained in the Agreement or Permit issued by the Authority, which indemnification shall obligate the Operator to defend, indemnify, save, protect, reimburse, and hold harmless the Authority, its Board commissioners, officers, employees, and agents, individually and collectively, from and against any and all actual or alleged claims, demands, damages, expenses, costs, and fees including, but not limited to, legal, professional, expert, court and escrow fees, fines, environmental costs, and/or penalties, collectively referred to as costs, which costs may be imposed upon, claimed against, incurred or suffered by the Authority and which, in whole or in part, directly or indirectly, arising from or are in any way connected with any of the following, except to the extent resulting from the Authority’s gross negligence or willful misconduct: (a) any act, omission, or negligence of Operator or Operator’s partners, officers, directors, employees, contractors; agents or invitees, (b) any use or occupation, management, or control of the Operator’s Leased Premises, whether or not due to Operator’s own act or omission; (c) any condition created in or about the Operator’s Leased Premises at any time during the term of an Agreement with the Authority; and (d) any breach, violation, or nonperformance of the Operator’s obligations under any Agreement with the Authority.

In the event of a violation of environmental law, rules, or regulation, attributable to any Operator, Operator’s Aeronautical Activities, employees, contractors, vendors, suppliers, or agents, the Operator will be required to assume full responsibility for any such violation and indemnify, release, defend, save, protect, and hold harmless the Authority and its Board commissioners, officers, employees, contractors, and agents individually and collectively.

In the event a party indemnified hereunder is responsible, in part, for the loss, the indemnitor will not be relieved of the obligation to indemnify. In any such case, liability shall be shared in accordance with the State of Florida’s principles of comparative fault. Nothing herein shall constitute a waiver of any protection available to the Authority, its commissioners, officers, employees, contractors, and agents, individually and collectively, under the State of Florida’s governmental immunity act or similar statutory provision.

ARTICLE 13
FIXED BASE OPERATOR

All FBO Operators shall comply with all General Requirements of these Minimum Standards and the Minimum Standards included in this Article.

Minimum Aeronautical Activities. All Operators are required to provide the following Aeronautical Activities to the public.

<u>Aeronautical Activities</u>	<u>Notes</u>
Aviation Fuels and Lubricants	Provided by FBO
Aircraft Ground Handling	Provided by FBO
Aircraft Parking and Storage	Provided by FBO
Concierge Services	Provided by FBO
Courtesy Transportation	Provided by FBO
Baggage Handling	Provided by FBO
Aircraft Maintenance and Repair	Provided by FBO or SASO
On Demand Aircraft Charter	Provided by FBO or SASO
Catering Services	Provided by FBO or SASO
Cabin Oxygen	Provided by FBO or SASO

Aviation Fuels. All Operators shall offer for sale, deliver, and dispense upon request, the following fuels, and lubricants.

<u>Fuels and Lubricants</u>	<u>Notes</u>
Jet fuel	Shall comply with ASTM D 1655
Avgas	Shall comply with ASTM D 1910
Lubricants	Engine oils, hydraulic fluids, and corrosion inhibitors
Response Times	Thirty (30) minutes during Standard Hours of Operation One (1) hour after hours of operation

Fuel Storage. All Operators shall provide above ground fuel storage facilities for aviation fuels in the minimum capacity at a storage area approved by the Authority.

<u>Capacity and Storage</u>	<u>Gallons</u>	<u>Notes</u>
Jet Fuel	24,000	With the capability to expand
Avgas	12,000	
Waste Fuel		As required by local rules and regulations

Fueling Equipment. All Operators shall provide and maintain the following minimum fueling equipment:

<u>Fueling Equipment</u>	<u>Gallons</u>	<u>Notes</u>
Jet Fuel Metering		Shall include bottom loading capabilities
Jet Fuel Vehicles	One 5,000 Two 3,000	One Vehicle shall have over-the-wing and single point Aircraft capability
Avgas Metering		Shall include bottom loading capabilities
Avgas Vehicles	One 750	One readily available backup vehicle is required
Self-Serve Facility	Optional	Self-serve facility may be substituted for one vehicle. Facility shall: (a) be constructed or installed in a location approved by the Authority, (b) be available for public use, and (c) provide detailed instructions for safe operation, telephone, emergency shut-off, fire extinguisher, and fuel spill kit.

Regulatory Compliance. Installation, construction or alteration of all fuel storage and distribution facilities and equipment shall be approved in advance and in writing by the Authority and shall comply with all applicable safety standards and regulations of the FAA, Department of Environmental Protection, the NFPA, the Authority’s Airport Certification Manual, and in all applicable federal, state, and local rules and regulations. The Authority and other appropriate governmental agencies may inspect these facilities at any time to assure compliance with all applicable established standards.

All Operators shall demonstrate that arrangements have been made with a reputable fuel supplier for the delivery of fuels in the quantities necessary to meet the peak demands of customers. Ensuring the quality and quantity of fuel is the sole responsibility of the Operator. The Operator shall provide the Authority with a written Spill Prevention, Control, and Countermeasures (SPCC) Plan that meets all legal and operational requirements for FBO fuel storage, vehicles, equipment, and dispensing. An updated copy of the SPCC Plan shall be filed with the Authority at least thirty (30) days prior to any change in operations.

Fuel Reporting. On or before the 20th calendar day of each month, FBOs shall: (a) provide a summary report to the Authority identifying the prior month gallons of fuel:(i) delivered the FBO’s fuel storage facility, and (ii) dispensed by the FBO to customers at the Airport, and (iii) pay to the Authority all flowage fees due. Upon request by the Authority, Operators shall make available to the Authority or its designated representative all meters and records for inspection. In the event of a discrepancy between the amount of aviation fuel purchased, delivered, or dispensed, the greater amount shall prevail, and the Operator shall promptly pay all additional fees due the Authority, if any, plus interest on the unpaid balance at an annual rate of eighteen percent (18%) per annum from the date originally due.

Ground Handling Equipment and Services. All Operators shall provide directly, from an MRO or SASO the following ground handling equipment and services at the Airport.

<u>Equipment and Services</u>	<u>Notes</u>
Marshalling	Aircraft arriving and departing the FBO Premises
Towing Vehicles	Aircraft arriving and departing the FBO Premises
Oxygen and Nitrogen	Minimum Standards for Aircraft Maintenance Apply
Compressed Air	Minimum Standards for Aircraft Maintenance Apply
Lavatory Service	Minimum Standards for Aircraft Maintenance Apply
Potable Water	Minimum Standards for Aircraft Maintenance Apply
International Refuse	Provided by U.S. Customs and Border Patrol
Ground Power	Current (DC) and Alternating Current (AC)
Fuel Spill Kits	Shall Comply with approved SPCC Plan
Dry Chem Fire Extinguishers	As required by the Authority or at law

Crew Vehicles and Services. All Operators shall provide the following passenger and crew vehicles and services:

<u>Vehicles and Services</u>	<u>Standard</u>	<u>Notes</u>
Ramp Golf Cart	1	Minimum four passenger
Ramp Courtesy Vehicle	1	Minimum four passenger
Off-Airport Crew Car	1	Minimum four passenger

Leased Premises. All Operators shall lease or construct sufficient Land and Improvements to accommodate all the Operator’s Aeronautical Activities including not less than the following:

<u>Leased Premises</u>	<u>Square Feet</u>	<u>Notes</u>
Land	653,400	Includes building, aprons and fueling facilities
Terminal	10,000	
Terminal Apron	200,000	
Terminal Customer Service	2,000	Includes lobby, passenger lounge, crew lounge, conference room, kitchen, and restrooms
Terminal Line Service	1,000	
Terminal Offices	1,000	Includes dedicated space for offices, work areas, and storage
Aircraft Hangar	30,000	Aircraft and Maintenance Hangars may combined 40,000 SF Hangar
Aircraft Hangar Apron	30,000	

<u>Leased Premises</u>	<u>Square Feet</u>	<u>Notes</u>
Aircraft Hangar Door	20' by 80'	Linear feet
Paved Aircraft Tiedowns	20	
Maintenance Hangar	10,000	Clear span structure required
Maintenance Hangar Apron	10,000	
Maintenance Hangar Door	20' by 80'	Linear feet
Hangar Maintenance Area	2,000	Includes work areas, shop areas, parts, and equipment storage
Hangar Customer Service Area	1,000	Direct access to Terminal Customer Service Area required

Taxiway Access. All Operators shall provide paved access from its facilities to the Airport’s taxiway system. All taxiway accesses shall meet all applicable Authority and FAA design and construction standards for the largest Aircraft type expected to use the Operator’s facilities.

Vehicle Parking. All Operators shall provide within its leasehold at least fifty (50) paved vehicle parking spaces, or as required by applicable Federal, State, or local codes and regulations, whichever is greater. On-street and off-street vehicle parking shall not be permitted except in marked vehicle parking spaces.

Hours of Operation. All Operators shall provide all approved Aeronautical Activities to the public no less than eight (8) hours a day, seven (7) days a week, twenty-four (24) hours a day, each day of the year, including all holidays, and be available on call to provide all Aeronautical Activities 24 hours per day, 7 days per week, to meet the reasonable demands of customers for the Aeronautical Activities, including not less than the following:

<u>Hours of Operation</u>	<u>Standard</u>	<u>Notes</u>
24 Hours/Day, 7 Day/Week, 365 Days/Year	Daily 0500-2200	Standard Hours of Operation required on all weekends and holidays. After-hours response time not to exceed one (1) hour

All Operators shall comply with all Aircraft Maintenance employee requirements of these Minimum Standards. All Operator’s Aeronautical Activities shall be continuously available to the public at reasonable rates to meet reasonable demands of the public as required in this Article. After hour fees are permitted provided such fees do not exceed twice the normal fee or as otherwise deemed commercially reasonable by the Authority. If the Authority is required to respond on behalf of the Operator, Authority may assess the Operator an afterhours fee not to exceed three (3) times the normal fee or as otherwise deemed commercially reasonable by the Authority.

Fuel Safety Precautions. All Operators shall conduct all fuel storage, handling, and dispensing in accordance with the Airport Rules and Regulations, NFPA code, Department of Environmental Protection rules and regulations, the Authority’s Standard Operating Procedures, and industry best practices.

Personnel. All Operators shall employ, contract, or otherwise have on duty during the required hours of operation, an adequate number of properly qualified and licensed personnel to provide the level of service commensurate with the Aeronautical Activities offered by Operator, and as required by these Minimum Standards. Operator’s office shall be attended by Operator’s personnel while the facility is open for business. Cross-utilization of Operator’s personnel between Aeronautical Activities performed will be permitted to the extent that personnel qualifications and licensing requirements are met, and providing the standard for personnel is maintained as follows:

- All fuel service personnel shall be suitably uniform with the name of the Operator prominently displayed thereon. Personnel for all Aeronautical Activities conducted shall meet the requirements for the specific categories as specified in these Minimum Standards.
- The Operator, when requested by the Authority, shall provide a listing of designated fuel service employees, their training documentation, and their work hours.

Operator’s employees, contractors, agents, and representatives while on duty, shall be clean, neat in appearance, and always properly uniformed. Uniforms shall identify the name of the Operator. Operator’s management and administrative employees shall not be required to be uniformed but shall wear Authority approved identification. All Operators shall have the following properly trained and qualified employees on each shift for Aircraft fueling, Aircraft ground handling, and passenger and crew services, as follows:

Personnel	Standard	Notes
A&P Mechanic	1	Certificated by F.A.A. available during Standard Hours of Operation from FBO, MRO or SASO
Line Service Technicians - Days	3	All technicians shall be trained in an F.A.A. fire safety program per 14 CFR Part 139.321.
Line Service Technicians - Evenings	2	All technicians shall be trained in an F.A.A. fire safety program per 14 CFR Part 139.321. One service technician on call after hours
Customer Service Rep	1	An LST may fulfill CSR role unless the LST is performing duties off the Leased Premises.

Operating Procedures. All Operators shall develop and maintain and keep up to date standard operating procedures (SOP) that shall include, at a minimum, a training plan, fuel quality assurance procedures and associated record keeping, emergency response procedures to fuel spills and fires, and Aircraft ground handling procedures. All Operator SOPs shall address: (a) regular safety and security inspections, (b) bonding and fire protection, (c) public protection, and (d) marking, labeling, and controlling access to refueling vehicles, fueling equipment, and fuel storage facilities.

All Operator SOP shall be submitted to the Authority no later than thirty (30) days before the Operator’s Aeronautical Activities are scheduled to commence and shall be resubmitted any time changes are made. Fuel storage facilities and refueling vehicles shall be equipped and maintained as required by the Operator’s SOP and shall comply with applicable legal requirements and industry best practices including, without limitation, those prescribed by:

- National Fire Protection Association (NFPA) Codes.
- 14 CFR Part 139, Airport Certification, Section 139.321 “Handling/Storing of Hazardous Substances and Materials”.
- Applicable Advisory Circulars (ACs) including AC 00-34 series Aircraft Ground Handling and Servicing, AC 150/5210 series Painting, Marking and Lighting of Vehicles Used on an Airport, and AC 150/5230 series Aircraft Fuel Storage, Handling, and Dispensing on Airports.

Aircraft Removal. All Operators shall be equipped upon request by the Authority, Aircraft owners, or Aircraft Operator to aid in the removal of any Design Group I and Group II Aircraft from any location on the Airport. All Operators shall prepare an Aircraft removal plan and always have the necessary equipment readily available onsite.

Salvage Operations. Operators shall not store Aircraft, vehicles, or equipment for salvage operations.

Contracted MRO or SASO. Operators may execute an agreement with a qualified MRO or SASO to provide approved Aeronautical Activities on the Operator's Leased Premises provided the MRO or SASO complies with all applicable Minimum Standards. Operators shall provide the Authority with a list of all MRO and SASO agreements. The list shall be kept current for the Authority by the Operator and include the MRO and SASO's name, address, telephone number, and the Aeronautical Activities provided by each.

Insurance Requirements. In addition to the General Insurance Requirements required by these Minimum Standards, all Operators shall provide and maintain the following insurance.

- **Commercial General Liability or Airport Liability.** Commercial General Liability/Airport Liability insurance, with no exclusion relating to Aircraft, including coverage for, but not limited to, Premises Operations, Products Completed Operations, Contractual Liability, Personal Injury Liability, Advertising Injury Liability and Cross Liability, which limits of coverage shall not be less than combined single limit, bodily injury, personal injury, and property damage liability of Ten Million Dollars (\$10,000,000) for each occurrence. This coverage shall be provided on a primary basis by companies authorized to do business in the State of Florida.
- **Hangar Keeper's Liability.** Hangar keeper's Liability Insurance providing insurance for property damage to Aircraft that are the property of others while in the care, custody, or control of FBO in an amount not less than Ten Million Dollars (\$10,000,000) per Aircraft and Twenty Million Dollars (\$20,000,000) per occurrence. This coverage shall be provided on a primary basis.
- **Storage Tank/Environmental Liability.** Storage Tank/Environmental Liability with not less than One Million Dollars (\$1,000,000) per occurrence combined single limit providing coverage for damages against bodily injury and property damage including contamination, clean-up costs, and corrective action damages at each location and Two Million Dollars (\$2,000,000) annual aggregate providing coverage for damages against, but not limited to, third-party liability, clean up, corrective action including assessment, remediation, and defense costs. This coverage shall be provided on a primary basis.
- **Commercial Auto Liability.** Commercial Automobile Liability Insurance with limits of liability not less than Five Million Dollars (\$5,000,000) each occurrence for owned, non-owned and hired automobiles. If Operator transports fuel the policy must include CA 99 48 Pollution Liability – Broadened Coverage for Covered Autos – Commercial Auto, Motor Carrier, and Truckers Coverage Forms Endorsement or equivalent. In the event Operator has no owned automobiles, Operator shall maintain only Hired & Non-Owned Auto Liability Insurance. This coverage may be secured by an endorsement to the Commercial General Liability policy, or a separate Commercial Auto Liability policy. This coverage shall be provided on a primary basis.
- **Excess Liability Insurance.** Excess Liability insurance coverage with a minimum /limit of Twenty-Five Million (\$25,000,000) for all Aeronautical Activities to be performed by the Operator at the Airport. An Operator may satisfy the minimum limits required for Commercial General Liability/Airport Liability and/or Commercial Auto Liability and/or Environmental Impairment Liability coverage under Umbrella or Excess Liability Insurance. The Authority, its commissioners, directors, managers, employees, and agents 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.

Hearing. Applications to conduct an FBO requires a public hearing.

ARTICLE 14 **AIRCRAFT MAINTENANCE AND REPAIR OPERATOR**

All MRO Operator's shall comply with all General Requirements of these Minimum Standards and the Minimum Standards included in this Article.

Leased Premises. All Operators shall lease or construct adequate Land and Improvements to accommodate all the Operator’s Aeronautical Activities, including not less than the following:

<u>Leased Premises</u>	<u>Square Feet</u>
Land	43,560
Aircraft Hangar	10,000
Aircraft Hangar Apron	10,000
Hangar Administrative and Maintenance	2,000
Hangar Customer Lounge and Restrooms	1,000

Taxiway Access. All Operators shall provide paved access from its facilities to the Airport’s taxiway system. The paved taxiway access shall meet all applicable Airport and FAA standards for the largest Aircraft type anticipated to be used in Operator’s facility.

Vehicle Parking. All Operators shall provide within its Leased Premises at least ten (10) paved vehicle parking spaces, or the number of parking spaces required by applicable federal, state, or local law, whichever is greater. On-street and off-street vehicle parking shall not be permitted except in marked vehicle parking spaces.

Aircraft Removal. All Operators shall be equipped upon request by the Authority, Aircraft Owner, or Aircraft Operator to aid in the removal of any Design Group I or Group II Aircraft from any location on the Airport. All Operators shall prepare an Aircraft removal plan and have always readily available and on-hand the necessary vehicle, tools and equipment required.

Aircraft Defueling. All Operators shall provide Aircraft defueling and refueling. All Operator employees engaged in defueling and refueling shall be trained in an FAA approved fire safety program per 14 CFR Part 139.321. All Operators shall have adequate and proper defueling and refueling vehicles and equipment and provide the Authority with an SPCC Plan for defueling and refueling in conformance with these Minimum Standards. Defueling and refueling of Aircraft by Operators shall not be construed to authorize Operators to engage in the sale or dispensing of fuels to the public at the Airport, which Aeronautical Activity is reserved by these Minimum Standards for FBO Operators only.

Salvage Operations. Operators shall not store Aircraft, vehicles, or equipment for salvage operations.

Licenses and Certificates. If an Operator is a FAR Part 145 approved Repair Station, the Operator shall provide a copy the certification to the Authority and display a copy in the certification in the Operator’s customer service area.

Hours of Operation. All Operators shall have its business open and available for service to the public not less than eight (8) hours a day, five (5) days a week. Operators shall make provision for someone to always be in attendance during all hours of operations. Operators Aeronautical shall be available to the public after hours of operation, nights, weekends, and holidays, through an “on call” system, answering service, or other automated communication system.

Safety Precautions. All Operators shall conduct all Aircraft Maintenance and Repair in accordance with the Airport Rules and Regulations, NFPA code, Department of Environmental Protection rules and regulations, the Authority’s Standard Operating Procedures, and industry best practices.

Personnel. If an Operator is not certificated as a Repair Station, as defined by 14 CFR Part 145, the Operator shall provide the following minimum number of employees who shall be available during all required hours of operation:

Personnel	Standard	Notes
A&P Mechanics	2	A&P Mechanic may fulfill role of CSR unless Mechanic is off the Leased Premises.
Customer Service Rep (CSR)	1	

If the Operator is not certificated as a Repair Station, as defined by 14 CFR Part 145, and is providing Aircraft inspections, one (1) A&P Mechanic shall possess FAA Inspection Authorization for each Inspection Technique performed.

Equipment. All Operators shall provide and maintain readily available all tools and equipment required for the Aircraft Maintenance and Repair conducted in accordance with the manufacturer’s specifications and all applicable rules and regulations.

Insurance Requirements. In addition to the General Insurance Requirements required by these Minimum Standards, all Operators shall maintain the following insurance:

- **Commercial General Liability or Airport Liability.** Commercial General Liability/Airport Liability insurance, with no exclusion relating to Aircraft, including coverage for, but not limited to, Premises Operations, Products Completed Operations, Contractual Liability, Personal Injury Liability, Advertising Injury Liability and Cross Liability, which limits of coverage shall not be less than combined single limit, bodily injury, personal injury, and property damage liability of Ten Million Dollars (\$10,000,000) each occurrence. This coverage shall be provided on a primary basis by companies authorized to do business in the State of Florida. This coverage shall be provided on a primary basis.
- **Hangar Keeper’s Liability.** Hangar keeper’s Liability Insurance providing insurance for property damage to Aircraft that are the property of others while in the care, custody, or control of the Operator in an amount not less than Ten Million Dollars (\$10,000,000) per Aircraft and Twenty Million Dollars (\$20,000,000) per occurrence. This coverage shall be provided on a primary basis.
- **Storage Tank/Environmental Liability.** Storage Tank/Environmental Liability with not less than One Million Dollars (\$1,000,000) per occurrence combined single limit providing coverage for damages against bodily injury and property damage including contamination, clean-up costs, and corrective action damages at each location and Two Million Dollars (\$2,000,000) annual aggregate providing coverage for damages against, but not limited to, third-party liability, clean up, corrective action including assessment, remediation, and defense costs. This coverage shall be provided on a primary basis.
- **Commercial Auto Liability.** Commercial Automobile Liability Insurance with limits of liability not less than Five Million Dollars (\$5,000,000) each occurrence for owned, non-owned and hired automobiles. If Operator transports fuel the policy must include CA 99 48 Pollution Liability – Broadened Coverage for Covered Autos – Commercial Auto, Motor Carrier, and Truckers Coverage Forms Endorsement or equivalent. In the event Operator has no owned automobiles, Operator shall maintain only Hired & Non-Owned Auto Liability Insurance. This coverage may be secured by an endorsement to the Commercial General Liability policy, or a separate Commercial Auto Liability policy. This coverage shall be provided on a primary basis.

Hearing. Applications to conduct Aircraft Maintenance and Repair requires a public hearing.

ARTICLE 15
AVIONICS MAINTENANCE AND REPAIR OPERATOR

All Avionics Maintenance and Repair Operators shall comply with all General Requirements of these Minimum Standards and the Minimum Standards included in this Article.

Leased Premises. All Operators shall lease or construct adequate Land and Improvements to accommodate all the Operator’s Aeronautical Activities as required in this Article. Operators whose Aeronautical Activities include performing benchwork maintenance and repairs only, where no removal or installation services are performed, the minimum Leased Premises requirements are as follows.

<u>Leased Premises</u>	<u>Square Feet</u>	<u>Notes</u>
Administrative and Maintenance Area	2,000	Shall include dedicated space for offices, work areas, shop areas, parts, and equipment storage,
Customer Service Area	1,000	Shall include lounge and restrooms

Operators whose Aeronautical Activities include more than benchwork, including the removal and replacement of instruments, the minimum Leased Premises requirements are as follows.

<u>Leased Premises</u>	<u>Square Feet</u>	<u>Notes</u>
Land	43,560	
Aircraft Hangar	10,000	
Aircraft Hangar Apron	10,000	
Administrative and Maintenance Area	2,000	Shall include dedicated space for offices, shop areas, parts, and equipment storage
Customer Service Area	1,000	Shall include lounge and restrooms

Taxiway Access. All Operators shall provide paved access from its facilities to the Airport’s taxiway system. Such access shall meet all applicable Authority and FAA standards for the largest general aviation Aircraft type normally expected to use the Operator’s facilities.

Vehicle Parking. All Operators shall provide at least ten (10) paved vehicle parking spaces, or the number of vehicle parking spaces required by applicable federal, state, or local codes and regulations, whichever is greater, within its Leased Premises. On-street and off-street vehicle parking shall not be permitted except in marked vehicle parking spaces.

Licenses and Certifications. All Operators shall be properly certificated by the FAA as a Repair Station. All Operator employees shall be properly certificated by the FAA and the Federal Communications Commission, and all licenses and certifications shall be current and hold the appropriate ratings for the work being performed.

Personnel. All Operators shall employ the number of personnel required to comply with the 14 CFR Part 145, FAA Repair Station Manual.

Equipment. All Operators shall provide and have readily available all tools and equipment required to conduct the Operator’s Aeronautical Activities in accordance with 14 CFR Part 145, FAA-approved Repair Station Manual, the appropriate manufacturer’s specifications, these Minimum Standards, the Airport Rules and Regulations, and all other applicable rules and regulations.

Insurance Requirements. In addition to the General Insurance Requirements required by these Minimum Standards, all Operators shall maintain the following insurance. Operators that perform benchwork maintenance and repairs only are not required to maintain Hangar Keeper’s Liability insurance.

- **Commercial General Liability or Airport Liability.** Commercial General Liability/Airport Liability insurance, with no exclusion relating to Aircraft, including coverage for, but not limited to, Premises Operations, Products Completed Operations, Contractual Liability, Personal Injury Liability, Advertising Injury

Liability and Cross Liability, which limits of coverage shall not be less than combined single limit, bodily injury, personal injury, and property damage liability of Ten Million Dollars (\$10,000,000) each occurrence. This coverage shall be provided on a primary basis by companies authorized to do business in the State of Florida. This coverage shall be provided on a primary basis.

- **Hangar Keeper's Liability.** Operators whose Aeronautical Activities are beyond benchwork shall maintain Hangar keeper's Liability Insurance providing insurance for property damage to Aircraft that are the property of others while in the care, custody, or control of the Operator in an amount not less than Ten Million Dollars (\$10,000,000) per Aircraft and Twenty Million Dollars (\$20,000,000) per occurrence. This coverage shall be provided on a primary basis.
- **Commercial Auto Liability.** Commercial Automobile Liability Insurance with limits of liability not less than Five Million Dollars (\$5,000,000) each occurrence for owned, non-owned and hired automobiles. If Operator transports fuel the policy must include CA 99 48 Pollution Liability – Broadened Coverage for Covered Autos – Commercial Auto, Motor Carrier, and Truckers Coverage Forms Endorsement or equivalent. In the event Operator has no owned automobiles, Operator shall maintain only Hired & Non-Owned Auto Liability Insurance. This coverage may be secured by an endorsement to the Commercial General Liability policy, or a separate Commercial Auto Liability policy. This coverage shall be provided on a primary basis.

Hearing. Applications to conduct Avionics Maintenance and Repair requires a public hearing.

ARTICLE 16
FLIGHT TRAINING AND AIRCRAFT RENTAL OPERATOR

All Flight Training and Aircraft Rental Operators shall comply with all General Requirements of these Minimum Standards and the Minimum Standards included in this Article.

An individual holding a current FAA Flight Instructor certificate who provides occasional flight training or instruction for an Aircraft owner with the owner's Aircraft, is not compensated for the training or instruction, and does not solicit or offer flight training or instruction to the public, shall not be considered an Aeronautical Activity for purposes of these Minimum Standards.

Leased Premises. All Operators shall lease or construct adequate Land and Improvements to conduct the Operator's Aeronautical Activities, but not less than the following requirements.

<u>Leased Premises</u>	<u>Square Feet</u>	<u>Notes</u>
Land	43,560	
Aircraft Hangar	10,000	
Aircraft Hangar Apron	10,000	
Administrative Area	1,000	Shall include dedicated space for employee offices, shops, parts and equipment and storage.
Customer Service Area	2,000	Shall include classroom space for six (6) students, student lounge, and restrooms.

Taxiway Access. All Operators shall provide paved access from its facilities to the Airport's taxiway system. The paved taxiway access shall meet all applicable Airport and FAA standards for the largest Aircraft type anticipated to be used in Operator's facility.

Vehicle Parking. All Operators shall provide at least ten (10) paved automobile parking spaces, or the number of parking spaces required by applicable Federal, State, or local codes and regulations, whichever is greater, within its leasehold. On-street and off-street vehicle parking shall not be permitted except in marked vehicle parking spaces.

Aircraft. All Operators shall have available for rental or lease, either owned or under an exclusive written lease to Operator, enough Aircraft to handle the proposed scope of its operation, but not less than two (2) certified and airworthy Aircraft. At least one (1) of these Aircraft should be equipped IFR capable with four-seat capacity. Copies of all lease agreements for Aircraft leased by Operator for Operator’s use on Airport shall be provided to the Authority upon request. All Aircraft used by the Operator must be owned or leased by the Operator. Any Aircraft on the Leased Premises must have a written agreement that clearly establishes that the Aircraft is being used for Flight Training and Aircraft Rental.

Classrooms and Equipment. All Operators shall provide classroom facilities for at least six (6) students which shall be equipped with adequate audio and visual aids for effective ground school instruction. All Operators shall provide training aids necessary to provide ground school instruction. All materials, supplies and training methods used must meet FAA requirements for the type of training offered by the Operator.

Licenses and Certifications. If the Operator is a FAR Part 141 approved flight school, the Operator shall provide the Authority evidence of such FAA certification, and notify the Authority should such certification lapses, not renewed, suspended, removed, or denied. All Operator’s employees performing Aircraft proficiency checks and/or flight training shall be properly certificated and current with the FAA and hold the appropriate ratings and medical certifications for the Aircraft being used and the flight training provided. All Operators shall have available at least one (1) properly certificated ground school instructor capable of providing On Demand ground school instruction sufficient to enable students to pass the FAA examinations for Private Pilot, Commercial Pilot, Air Transport Pilot, Instructor, Instrument and Multi-Engine ratings.

Personnel. All Operators shall employ and have on duty during all required hours of operation, trained personnel in such numbers as are required to meet these Minimum Standards in an efficient manner, but no less than the following:

<u>Personnel</u>	<u>Standard</u>	<u>Notes</u>
Customer Service Rep (CSR)	1	One Flight Instructor may fulfill the duties of the CSR unless the instructor is performing duties off the Leased Premises.
Certificated Flight Instructors	2	FAA certification and proper ratings required
Certificated Ground School Instructors	1	A Flight Instructor may serve as Ground School Instructor if certified.

Hours of Operation. All Operators shall have its business open to the public no less than eight (8) hours a day, five (5) days a week. The Operator shall make provision for someone to be always in attendance in the office during the required hours of operations. Operator shall also provide “on call” Aeronautical activities after hours of operation, nights, and weekends with a response time not to exceed one (1) hour.

Insurance Disclosure. All Operator conducting Flight Training and Aircraft Rental shall post a public notice in the classroom, and incorporate within its rental and instruction agreements, that: (a) identifies the insurance coverages provided to the student and Aircraft renter by the Operator, (b) discusses when and how the insurance coverages apply, (c) indicates where additional information regarding the insurance can be obtained, and (d) advises the student and Aircraft renter that additional insurance coverage can be purchase by the student and Aircraft renter from insurance various providers. Operators shall provide a copy of this notice to the Authority when the notice is posted and as it is amended from time to time.

Insurance Requirements. In addition to the General Insurance Requirements required by these Minimum Standards, all Operators shall obtain and maintain the following insurance:

- Commercial General Liability or Airport Liability. Commercial General Liability/Airport Liability insurance, with no exclusion relating to Aircraft, including coverage for, but not limited to, Premises Operations,

Products Completed Operations, Contractual Liability, Personal Injury Liability, Advertising Injury Liability and Cross Liability, which limits of coverage shall not be less than combined single limit, bodily injury, personal injury, and property damage liability of Ten Million Dollars (\$10,000,000) each occurrence. This coverage shall be provided on a primary basis by companies authorized to do business in the State of Florida. This coverage shall be provided on a primary basis.

- **Commercial Auto Liability.** Commercial Automobile Liability Insurance with limits of liability not less than Five Million Dollars (\$5,000,000) each occurrence for owned, non-owned and hired automobiles. If Operator transports fuel the policy must include CA 99 48 Pollution Liability – Broadened Coverage for Covered Autos – Commercial Auto, Motor Carrier, and Truckers Coverage Forms Endorsement or equivalent. In the event Operator has no owned automobiles, Operator shall maintain only Hired & Non-Owned Auto Liability Insurance. This coverage may be secured by an endorsement to the Commercial General Liability policy, or a separate Commercial Auto Liability policy. This coverage shall be provided on a primary basis.

Hearing. Applications to conduct or engage in Flight Training and Aircraft Rental requires a public hearing.

ARTICLE 17
AIRCRAFT MANAGEMENT AND CHARTER OPERATOR

All Aircraft Management and Charter Operators shall comply with all General Requirements of these Minimum Standards and the Minimum Standards included in this Article.

Leased Premises. All Operators shall lease or construct adequate Land and Improvements to conduct the Operator’s Aeronautical Activities, but not less than the following minimum requirements.

<u>Leased Premises</u>	<u>Square Feet</u>	<u>Notes</u>
Land	43,560	
Aircraft Hangar	10,000	
Aircraft Hangar Apron	10,000	
Administrative Area	1,000	Shall include dedicated space for employee offices, classroom, pilot briefing room, and storage.
Customer Service Area	1,000	Shall include customer lounge and restrooms

Taxiway Access. All Operators shall provide paved access from its facilities to the Airport’s taxiway system. The taxiway access shall meet all applicable Airport and FAA standards for the largest Aircraft type anticipated to be used by Operator in his facility.

Vehicle Parking. All Operators shall provide at least ten (10) paved vehicle parking spaces, or the number of vehicle parking spaces required by applicable Federal, State, or local codes and regulations, whichever is greater, within its leasehold. On-street and off-street vehicle parking shall not be permitted except in marked vehicle parking spaces.

Licenses and Certifications. All Operators shall provide evidence of a current FAA Part 135 Certificate or a Provisional Part 135 Certificate. All Operators shall further provide and maintain all appropriate licenses, certifications, and approvals required, including without limitation, the Pre-Application Statement of Intent, FAA Form 8400-6, the Registrations and Amendments under Part 298, OST Form 4507, and all related FAA operating certificate(s). Copies of all said Operator licenses, certifications, and approvals shall be provided to the Authority. Any time the Operator’s license, certifications, or approvals are modified, the updated documentation reflecting the changes shall be immediately provided to the Authority.

Aircraft. All Operators shall provide and have based upon its leasehold not less than two (2) properly certified and airworthy Aircraft, at least one (1) of which should be a multi-engine Aircraft. Such Aircraft shall be owned

by or exclusively leased to the Operator. All Aircraft should be equipped for and capable of use under instrument conditions. Copies of any lease agreements for Aircraft used by an Operator to conduct its Aeronautical Activities but not owned by the Operator shall be provided to the Authority.

Personnel. All Operators shall employ, and have on duty during the required operating hours, such trained personnel in such numbers as may be required to meet these Minimum Standards in a safe and efficient manner, but not less than two (2) individuals that hold current FAA commercial pilot certificates with appropriate ratings to conduct the Aeronautical Activity offered by Operator. All flight crews shall be properly rated for the Aircraft operated. The Operator shall provide reasonable assurance of a continued availability of qualified operating crews within a reasonable notice period. If certificated to provide On Demand Aircraft Charter, Aircraft Management and Charter Operators shall employ the number of employees required by 14 CFR Part 135. If certificated to engage in private carriage, as defined in 14 CFR Part 125, Aircraft Management and Charter Operators shall, at a minimum, employ the following number of employees who shall be available during operating hours:

Personnel	Standard	Notes
Chief Pilot	1	A commercial pilot may serve as the Chief Pilot.
Commercial Pilot	1	
Customer Service Rep (CSR)	1	The Chief Pilot or Commercial Pilot may serve as the CSR unless off the Leased Premises.

If an Aircraft Management and Charter Operator is not engaged in providing On Demand Aircraft Charter, Operator shall at a minimum, employ the following number of employees who shall be available during required hours of operation.

Personnel	Standard	Notes
Commercial Pilot	1	
Customer Service Rep (CRS)	1	A Commercial Pilot may serve as the CSR unless the Commercial Pilot is off the Leased Premises.

Hours of Operation. All Operators shall provide Aircraft Management and Charter no less than eight (8) hours a day, five (5) days a week, or as required to meet all reasonable demand. The Operator shall make provision for Personnel to be in attendance in the office during all operating hours. Aircraft Management and Charter shall be available "on-call" after hours of operation, 24 hours per day, 7 days per week, 365 days per year. After-hours, on-call response times shall not exceed one (1) hour. Notwithstanding circumstances beyond the Operator's control (e.g., Aircraft availability, weather, etc.), the Operator shall initiate Aircraft Charter within two (2) hours of receiving a request for services.

Insurance Requirements. In addition to the General Insurance Requirements required by these Minimum Standards, all Operator shall provide and maintain the following insurance coverage.

- **Commercial General Liability or Airport Liability.** Commercial General Liability/Airport Liability insurance, with no exclusion relating to Aircraft, including coverage for, but not limited to, Premises Operations, Products Completed Operations, Contractual Liability, Personal Injury Liability, Advertising Injury Liability and Cross Liability, which limits of coverage shall not be less than combined single limit, bodily injury, personal injury, and property damage liability of Ten Million Dollars (\$10,000,000) for each occurrence. This coverage shall be provided on a primary basis by companies authorized to do business in the State of Florida.
- **Hangar Keeper's Liability.** Hangar keeper's Liability Insurance providing insurance for property damage to Aircraft that are the property of others while in the care, custody, or control of the Operator in an

amount not less than Ten Million Dollars (\$10,000,000) per Aircraft and Twenty Million Dollars (\$20,000,000) per occurrence. This coverage shall be provided on a primary basis.

- Commercial Auto Liability. Commercial Automobile Liability Insurance with limits of liability not less than Five Million Dollars (\$5,000,000) each occurrence for owned, non-owned and hired automobiles. If Operator transports fuel the policy must include CA 99 48 Pollution Liability – Broadened Coverage for Covered Autos – Commercial Auto, Motor Carrier, and Truckers Coverage Forms Endorsement or equivalent. In the event Operator has no owned automobiles, Operator shall maintain only Hired & Non-Owned Auto Liability Insurance. This coverage may be secured by an endorsement to the Commercial General Liability policy, or a separate Commercial Auto Liability policy. This coverage shall be provided on a primary basis.

Hearing. Applications to conduct or engage in Aircraft Management and Charter does not require a public hearing.

ARTICLE 18 **AIRCRAFT STORAGE OPERATOR**

All Aircraft Storage Operators shall comply with all General Requirements of these Minimum Standards and the Minimum Standards included in this Article:

- The Operator shall store at least one (1) Aircraft registered in the name of the Aircraft Storage Operator, an Aircraft where the Operator is vested with greater than fifty percent (50%) ownership, or an Aircraft registered by a Person majority owned by the Operator.
- No transient Aircraft may be stored in the Aircraft Hangar(s).
- All subleases shall be for a period not less than twelve (12) consecutive months and shall be subject to review and approval by the Authority.
- The total number Aircraft leasing space in the facility shall not exceed the capacity of the facility if all Aircraft are stored simultaneously.
- The Operator shall provide access to stored Aircraft for removal and storage on a continuous basis.
- The Operator shall provide sufficiently designated trained personnel to meet all requirements for the safe storage and movement of Aircraft, including at least one (1) properly training Aircraft line service employee.
- The Operator shall provide appropriate and sufficient vehicles, tools, and equipment, including tugs with sufficient power and braking action to handle any Aircraft stored in the facility.
- The Operator shall provide sufficient Aircraft tow bars to allow for the movement of all stored Aircraft as appropriate and required.
- Painting, welding, and any type of Hazardous Material storage shall not be permitted on the Operator's Leased Premises unless specifically authorized in writing by the Authority.
- The Operator's premises shall not be used for Aeronautical Activities that impede the movement of Aircraft, vehicles, or equipment, or as a base of operations for a non-Aeronautical Activity.
- The storage of vehicles, marine vessels, nonaeronautical equipment, crates, boxes, barrels, containers, surplus property, and refuse shall not be permitted.

- No vehicles shall be permitted to access the Operator's Aircraft Hangar(s) or the Airport Aircraft Operations Area.
- Only Aircraft registered in the name of the Operator or Operator's subtenants may be fueled or maintained on the Leased Premises.
- Aircraft registered in the name of the Operator or Operator's subtenants may only be fueled by FBO's located on the Airport.
- Aircraft registered in the name of the Operator or Operator's subtenants may only be serviced by FBOs, MROs, or SASO's with an Agreement or Permit issued by the Authority. No other Aircraft maintenance or repair may be performed on Operator's Leased Premises.
- The Operator and Operator's subtenants may perform Aircraft detailing or preventative maintenance on their personal owned Aircraft on the Operator's Leased Premises to the extent permitted by 14 CFR Part 43, as now or hereafter amended. No other Aircraft maintenance or repair may be performed on Operator's Leased Premises.
- Except as provided in this Article, no Aeronautical Activity shall be performed on the Operator's Leased Premises.

Leased Premises. All Operators shall lease or construct adequate Land and Improvements to conduct the Operator's Aeronautical Activities, but not be less than or greater than the following requirements.

<u>Leased Premises</u>	<u>Square Feet</u>
Land	43,560 to 108,900
Aircraft Hangar	10,000 to 30,000
Aircraft Hangar Apron	10,000 to 30,000

Taxiway Access. All Operators shall provide paved access from its Aircraft Hangar(s) to the Airport's taxiway system. The taxiway access shall meet all applicable Airport and FAA standards for the largest Aircraft type anticipated to be used on the Operator's Leased Premises.

Vehicle Parking. All Operators shall provide within its Leased Premises at least fifteen (15) paved vehicle parking spaces, or the number of vehicle parking spaces required by law, whichever is greater. On-street and off-street vehicle parking shall not be permitted except in marked vehicle parking spaces.

Hours of Operation. All Operators shall ensure that the Operator's Aircraft Hangar(s) are readily accessible for use by the Operator's subtenants and users 24 hours per day, seven (7) days per week, 365 days per year.

Insurance Requirements. In addition to the General Insurance Requirements required by these Minimum Standards, all Operators shall provide and maintain the following insurance.

- **Commercial General Liability or Airport Liability.** Commercial General Liability/Airport Liability insurance, with no exclusion relating to Aircraft, including coverage for, but not limited to, Premises Operations, Products Completed Operations, Contractual Liability, Personal Injury Liability, Advertising Injury Liability and Cross Liability, which limits of coverage shall not be less than combined single limit, bodily injury, personal injury, and property damage liability of Ten Million Dollars (\$10,000,000) each occurrence. This coverage shall be provided on a primary basis by companies authorized to do business in the State of Florida. This coverage shall be provided on a primary basis.

- **Hangar Keeper's Liability.** Hangar keeper's Liability Insurance providing insurance for property damage to Aircraft that are the property of others while in the care, custody, or control of the Operator in an amount not less than Ten Million Dollars (\$10,000,000) per Aircraft and Twenty Million Dollars (\$20,000,000) per occurrence. This coverage shall be provided on a primary basis.
- **Commercial Auto Liability.** Commercial Automobile Liability Insurance with limits of liability not less than Five Million Dollars (\$5,000,000) each occurrence for owned, non-owned and hired automobiles. If the Operator transports fuel the policy must include CA 99 48 Pollution Liability – Broadened Coverage for Covered Autos – Commercial Auto, Motor Carrier, and Truckers Coverage Forms Endorsement or equivalent. In the event the Operator has no owned automobiles, the Operator shall maintain only Hired & Non-Owned Auto Liability Insurance. This coverage may be secured by an endorsement to the Commercial General Liability policy, or a separate Commercial Auto Liability policy. This coverage shall be provided on a primary basis.

Aircraft Fueling. All Aircraft fueling on the Leased Premises shall be performed by an FBO located on the Airport. Only Aircraft listed on an active lease agreement with the Operator may be fueled on the premise.

Hearing. Applications to conduct or engage in Aircraft Storage requires a public hearing.

ARTICLE 19 **AIRCRAFT SELF-FUELING OPERATOR**

All Aircraft Self-Fueling Operators shall comply with all General Requirements of these Minimum Standards and the Minimum Standards included in this Article.

Limitation of Rights. Only an FBO is allowed to sell and dispense aviation fuels and oils to the public. Operators with a written Agreement with the Authority to conduct an Aeronautical Activity at the Airport may apply to the Authority to be granted permission to self-dispense aviation fuels and oils in their owned Aircraft, Aircraft where the Operator is vested with greater than fifty percent (50%) ownership, or Aircraft registered by a Person majority owned by the Operator, using its own employees and equipment, from their privately owned Aircraft Hangar(s). Operator's employees must receive an IRS Form W-2 from the Operator to meet this requirement and that information must be available to the Authority upon reasonable request. Operator employees shall not be maintained on a contract basis.

Operator's fuel may be obtained by the Operator on-airport or off-airport and delivered to Operator's fuel storage facility on its Leased Premises. Operators shall provide and maintain with the Authority a registered list of all Aircraft being fueled on the Operator's Leased Premises.

Prohibited Activities. Aircraft Self-Fueling rights are granted subject to continuous compliance with all Airport's Rules and Regulations. No Aircraft owned by another Operator, subtenant of the Operator, or any other Person, may be fueled by the Operator. Operators shall not sell, barter, trade, share, sublease or in any other manner provide fuels, oils, fuel storage, or fuel dispensing to any other Operator, subtenant of the Operator or Person. Multiple Aircraft owned by different Persons based in an Aircraft Hangar shall not be afforded self-fueling rights unless all Aircraft demonstrate the same ownership structure as the Operator's Agreement with the Authority. Self-Fueling rights may not be sold, subleased, assigned, conveyed, or otherwise contracted out to another Person. Defueling of Aircraft shall not be conducted on the Operator's Leased Premises. Co-Op fueling is not recognized as permissible self-fueling by the FAA or by the Authority and is prohibited.

Leased Premises. All Operators shall lease or construct adequate Land and Improvements to conduct the Operator's Aeronautical Activities, including not less than the following requirements.

- **Land.** All Operators shall lease from the Authority an area of not less than three (3) acres of Land to provide space for Aircraft Hangars and other buildings; paved auto parking; paved Aircraft apron; paved pedestrian walkways; fuel farm storage facilities; stormwater management; and all storage, servicing utilities and support facilities.

- **Aircraft Hangar.** All Operators shall lease or construct Aircraft Hangars with adjacent Aircraft apron required providing not less than twenty thousand (20,000) square feet of inside Aircraft storage with not less than twenty thousand (20,000) square feet of Aircraft apron.
- **Aircraft Apron.** All Operators shall provide Aircraft apron within the Operator's Leased Premises equal to or greater than the interior Aircraft Hangar area so that there is sufficient exterior operational area without encroaching on areas outside of the lease premises or taxiways.
- **Fuel Farm Storage Facility.** All Operators shall construct above ground fuel farm storage facilities for aviation fuels in the minimum capacity of at least ten thousand (10,000) gallons of aviation gasoline and/or turbine fuel whichever is applicable. No below ground fuel storage facilities are permitted. The fuel farm storage area will be designated by the Authority.

Fueling Vehicle. Operator shall provide and maintain at least one (1) fueling vehicle to dispense fuel into the Operator's Aircraft with a capacity of not less than 750 gallons.

Regulatory Compliance. Installation, construction or alteration of all fuel storage and distribution facilities and equipment shall be approved in advance and in writing by the Authority and shall comply with all applicable safety standards and regulations of the FAA, Department of Environmental Protection, the NFPA, the Authority's Airport Certification Manual, and in all applicable federal, state, and local rules and regulations. The Authority and other appropriate governmental agencies may inspect these facilities at any time to assure compliance with all applicable established standards.

All Operators shall demonstrate that arrangements have been made with a reputable fuel supplier for the delivery of fuels in the quantities necessary to meet the peak demands of customers. Ensuring the quality and quantity of fuel is the sole responsibility of the Operator. The Operator shall provide the Authority with a written Spill Prevention, Control, and Countermeasures (SPCC) Plan that meets all legal requirements for FBO fuel storage facilities, equipment, and services. An updated copy of the SPCC Plan shall be filed with the Authority at least thirty (30) days prior to any change in operations.

Fueling Records. All Operators shall provide and maintain a fueling log containing the following information for all fueling operations:

- Aircraft Registration Numbers for Aircraft into which fuel was dispensed.
- Date and time of each fuel dispensing operation.
- Number of gallons of fuel dispensed into each Aircraft.
- Total number of gallons dispensed for the reporting period.

A copy of the fueling log shall be furnished by the Authority within five (5) days of the end of each prior month. Fueling log records shall be available for review at any reasonable time by the Authority, or its authorized agent. The Authority reserves the right to revise and/or modify the information contained in the fueling log.

Fuel Reporting. On or before the 20th calendar day of each month, FBOs shall: (a) provide a summary report to the Authority identifying the prior month gallons of fuel: (i) purchased by the FBO, (ii) delivered the FBO's fuel storage facility, and (iii) dispensed by the FBO to customers at the Airport, and (iv) pay to the Authority all flowage fees due. Upon request by the Authority, Operators shall make available to the Authority or its designated representative all meters and records for inspection. In the event of a discrepancy between the amount of aviation fuel purchased, delivered, or dispensed, the greater amount shall prevail, and the Operator shall promptly pay all additional fees due the Authority, if any, plus interest on the unpaid balance at an annual rate of eighteen percent (18%) per annum from the date originally due.

Fuel Safety Precautions. All Operators shall conduct all fuel storage, handling, and dispensing in accordance with the Airport Rules and Regulations, NFPA code, Department of Environmental Protection rules and regulations, the Authority's Standard Operating Procedures, and industry best practices.

Inspection. The Authority and other appropriate governmental agencies may inspect the fuel farm storage facility at any time without notice to assure compliance with these Minimum Standards and all other applicable established federal, state, and local standards, rules, and regulations.

Fuel Flowage Fee. All Operators shall pay a fuel flowage fee to the Authority as provided in its Agreement with the Authority, which fee shall be not less than the fuel flowage fee assessed by the Authority on FBO Operators.

Personnel. All Operators shall employ and have on duty as required, trained, and certified individuals qualified to dispense fuel to their Aircraft. The training and documentation shall meet the requirements of 14 CFR 139.321 and provide at a minimum instruction regarding the following:

- Bonding.
- Public protection.
- Control of access to fuel storage areas.
- Fire safety in fuel farm and storage areas.
- Fire safety in mobile fuelers, fueling pits, and fueling cabinets.

All Operators shall provide to the Authority and continually maintain with the Authority evidence of the current training in safety procedures received by everyone who will conduct aviation fuel dispensing operations on the Operator's Leased Premises.

Insurance. In addition to General Insurance Requirements required by these Minimum Standards, all Operators shall maintain the following insurance:

- **Commercial General Liability or Airport Liability.** Commercial General Liability/Airport Liability insurance, with no exclusion relating to Aircraft, including coverage for, but not limited to, Premises Operations, Products Completed Operations, Contractual Liability, Personal Injury Liability, Advertising Injury Liability and Cross Liability, which limits of coverage shall not be less than combined single limit, bodily injury, personal injury, and property damage liability of Ten Million Dollars (\$10,000,000) for each occurrence. This coverage shall be provided on a primary basis by companies authorized to do business in the State of Florida.

Storage Tank/Environmental Liability. Storage Tank/Environmental Liability with not less than One Million Dollars (\$1,000,000) per occurrence combined single limit providing coverage for damages against bodily injury and property damage including contamination, clean-up costs, and corrective action damages at each location and Two Million Dollars (\$2,000,000) annual aggregate providing coverage for damages against, but not limited to, third-party liability, clean up, corrective action including assessment, remediation, and defense costs. This coverage shall be provided on a primary basis.

- **Commercial Auto Liability.** Commercial Automobile Liability Insurance with limits of liability not less than Five Million Dollars (\$5,000,000) each occurrence for owned, non-owned and hired automobiles. If Operator transports fuel the policy must include CA 99 48 Pollution Liability – Broadened Coverage for Covered Autos – Commercial Auto, Motor Carrier, and Truckers Coverage Forms Endorsement or equivalent. In the event Operator has no owned automobiles, Operator shall maintain only Hired & Non-Owned Auto Liability Insurance. This coverage may be secured by an endorsement to the

Commercial General Liability policy, or a separate Commercial Auto Liability policy. This coverage shall be provided on a primary basis.

- **Excess Liability Insurance.** Excess Liability insurance coverage with a minimum /limit of Twenty-Five Million (\$25,000,000) for all Aeronautical Activities to be performed by the Operator at the Airport. An Operator may satisfy the minimum limits required for Commercial General Liability/Airport Liability and/or Commercial Auto Liability and/or Environmental Impairment Liability coverage under Umbrella or Excess Liability Insurance. The Authority, its commissioners, directors, managers, employees, and agents 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.

Hearing. Applications to conduct Aircraft Self-Fueling requires a public hearing.

ARTICLE 20
AIRCRAFT SALES OPERATOR

An Aircraft Sales Operator shall comply will the General Requirements of these Minimum Standards and the Minimum Standards included in this Article.

Leased Premises. All Operators shall lease or construct adequate Land and Improvements to conduct the Operator’s Aeronautical Activities, but not less than the following.

Leased Premises	Square Feet	Notes
Land	43,560	
Aircraft Hangar	10,000	
Aircraft Hangar Apron	10,000	
Administrative Area	500	Shall include dedicated space for employee offices, shops, parts and equipment and storage
Customer Service Area	500	Shall include customer lounge and restrooms

Taxiway Access. All Operators shall provide paved access from its facilities to the Airport taxiway system. The paved access shall meet all applicable Airport and FAA standards for the largest Aircraft anticipated to be used in Operator’s facility.

Vehicle Parking. All Operators shall provide at least ten paved automobile parking spaces, or the number of parking spaces required by applicable Federal, State, or local codes and regulations, whichever is greater, within its leasehold. On-street and off-street vehicle parking shall not be permitted except in marked vehicle parking spaces.

Aircraft. All Operators shall have available or on call at least one (1) Aircraft in its listed inventory or authorized product line. Operators offering for sale new Aircraft shall provide demonstrations of additional models of the manufacturer for which a dealership is held. Operators offering for sale used Aircraft shall have reasonable access to Aircraft offered for sale for the purpose of demonstration. Any Aircraft stored on the Leased Premises must have a written agreement that clearly establishes the fact that the Aircraft is offered for sale.

Licenses and Certifications. All Operators engaged in new Aircraft sales shall hold an authorized factory sales or distributor franchise or sub-dealership. All Operators engaged in the sale of used Aircraft must conform to the provisions of FAA Regulations, Part 47, Subpart C, and possess a valid “Dealers Aircraft Registration Certificate,” FAA form 8050. All Operators shall hold applicable licenses or permits required by any law or regulation.

Personnel. All Operator shall employ and have on duty during all required hours of operation, trained personnel in such numbers as are required to meet these Minimum Standards in an efficient manner, but no less than one (1) properly certified and qualified commercial pilot that holds the appropriate ratings and medical certification to provide flight demonstration and check rides for the Aircraft the Operator intends to sell. The Operator shall also provide one (1) customer service rep. A commercial pilot may serve as the customer service rep unless the commercial pilot is performing duties off the Operator's Leased Premises.

Warranty and Repair. All Operators shall provide satisfactory arrangements for repair and servicing of Aircraft sold for the duration of any sales guarantee or warranty period only. All Operator shall also provide an adequate inventory of spare parts for the type of Aircraft it sells. Operator may provide servicing facilities through a written agreement with an MRO at the Airport.

Hours of Operation. All Operators shall have its business open to the public not less than eight (8) hours a day, five (5) days per week. All Operators shall make provision for someone to be always in attendance in the office during the required hours of operation.

Insurance Requirements. In addition to the General Insurance Requirements required by these Minimum Standards, all Operators shall provide and maintain the following insurance.

- **Commercial General Liability or Airport Liability.** Commercial General Liability/Airport Liability insurance, with no exclusion relating to Aircraft, including coverage for, but not limited to, Premises Operations, Products Completed Operations, Contractual Liability, Personal Injury Liability, Advertising Injury Liability and Cross Liability, which limits of coverage shall not be less than combined single limit, bodily injury, personal injury, and property damage liability of Ten Million Dollars (\$10,000,000) for each occurrence. This coverage shall be provided on a primary basis by companies authorized to do business in the State of Florida.
- **Hangar Keeper's Liability.** Hangar keeper's Liability Insurance providing insurance for property damage to Aircraft that are the property of others while in the care, custody, or control of the Operator in an amount not less than Ten Million Dollars (\$10,000,000) per Aircraft and Twenty Million Dollars (\$20,000,000) per occurrence. This coverage shall be provided on a primary basis.
- **Commercial Auto Liability.** Commercial Automobile Liability Insurance with limits of liability not less than Five Million Dollars (\$5,000,000) each occurrence for owned, non-owned and hired automobiles. If Operator transports fuel the policy must include CA 99 48 Pollution Liability – Broadened Coverage for Covered Autos – Commercial Auto, Motor Carrier, and Truckers Coverage Forms Endorsement or equivalent. In the event Operator has no owned automobiles, Operator shall maintain only Hired & Non-Owned Auto Liability Insurance. This coverage may be secured by an endorsement to the Commercial General Liability policy, or a separate Commercial Auto Liability policy. This coverage shall be provided on a primary basis.

Hearing. Applications to conduct or engage in Aircraft Sales requires a public hearing.

ARTICLE 21
AIRCRAFT ASSEMBLY OPERATOR

All Operators shall comply with all General Requirements of these Minimum Standards and the Minimum Standards included in this Article.

Leased Premises. All Operators shall lease or construct adequate Land and Improvements to conduct the Operator's Aeronautical Activities, but not less than the following minimum requirements.

<u>Leased Premises</u>	<u>Square Feet</u>	<u>Notes</u>
Land	43,560	
Aircraft Hangar	10,000	
Aircraft Hangar Apron	10,000	
Administrative Area	1,000	Shall include dedicated space for employee offices, shop areas, parts, and equipment storage.
Customer Service Area	1,000	Shall include customer lounge and restrooms.

Taxiway Access. All Operators shall provide paved access from its facilities to the Airport’s taxiway system. Such taxiway access shall meet all applicable Authority and FAA standards for the largest general aviation Aircraft type normally expected to use the Operator’s facilities.

Vehicle Parking. All Operators shall provide at least ten (10) paved automobile parking spaces, or the number of parking spaces required by applicable federal, state, or local codes and regulations, whichever is greater, within its Leased Premises. On-street and off-street vehicle parking shall not be permitted except in marked vehicle parking spaces.

Aeronautical Activities. Operators may conduct the following Aeronautical Activities:

- Aircraft Assembly Service Facility.
- Flight Training in Assembly Made Aircraft.
- Aircraft lease and/or rental of Assembly Made Aircraft.
- Sale and dispensation of aviation fuels and oils by arrangement with an FBO who the responsible party for is the fueling equipment and fueling personnel.
- Aircraft storage of Assembly Made Aircraft that it exclusively manages.
- Aircraft ramp service and tie-downs for Assembly Made Aircraft.
- Aircraft catering arrangements.
- Aircraft Management and On Demand Aircraft Charter of Assembly Made Aircraft that it owns or leases.
- Aircraft sales of Assembly Made Aircraft.

Prohibit Activities. Except for the fueling of Operator’s Aircraft by an FBO on the Airport, Operators shall not provide any other Aeronautical Activity by an FBO or SASO on Operator’s Leased Premises.

Salvage Operations. Operators shall not store Aircraft, vehicles, or equipment for salvage operations. Any Aircraft components, instruments, parts, and equipment stored on the Leased Premises must be assembled by the Operator, owned by the Operator, or serviced by the Operator.

Aircraft Fueling. Any Aircraft fueling performed on the Leased Premises may only be performed through arrangement with an FBO, who may locate its fuel truck or transportable fuel tank on the premises. Only Assembly Made Aircraft conducting business on the premises may be fueled on the Leased Premises. Fuel storage and distribution facilities shall be approved by the Authority in advance and in writing and shall meet all applicable safety standards and regulations of the aviation fueling industry, Department of Environmental Protection, the NFPA, the Authority’s Airport Certification Manual, and shall be acceptable to the FAA. The Authority and other governmental agencies with jurisdiction may inspect these facilities at

any time to assure compliance with these Minimum Standards and all other applicable established rules, regulations, and standards.

Defueling. Operators may only defuel customer's Aircraft as required for Aircraft assembly, maintenance, and repair. All Operator employees engaged in defueling and refueling shall be trained in an FAA approved 14 CFR Part 139.321 fire safety program. Defueling and refueling shall not be construed to permit any Operator to engage in the sale or dispensing of fuels, which Aeronautical Activity is specifically reserved for FBOs. All Operators conducting defueling and refueling of Aircraft shall have adequate and proper fuel storage, provide the Authority with an SPCC Plan for defueling, refueling, and fuel storage, and conform to these Minimum Standards.

Equipment. All Operators shall provide and have readily available all tools and equipment for performance of the Operator's Aeronautical Activities in accordance with the manufacturer's specifications, and 14 CFR Part 145 FAA-approved Repair Station Manual.

Licenses and Certifications. Operators shall be properly certificated by the FAA as a Repair Station. All Operators shall obtain and maintain all necessary personnel and certifications from the FAA and/or any other authority with jurisdiction where the same are required to conduct the Operator's Aeronautical Activities. All Operator employees shall be properly certificated by the FAA and hold the appropriate ratings and licenses for the work being performed. All Operator employees providing flight demonstration in all Aircraft offered for sale shall be properly certificated by the FAA and hold all appropriate ratings and medical certifications.

Personnel. All Operators shall employ the number of employees as required by the FAA-approved Repair Station Manual in accordance with 14 CFR Part 145. Operators shall employ and have on duty during the required hours of operation, an adequate number of properly qualified and, where applicable, licensed personnel to provide the level of service commensurate with the Operator's Aeronautical Activities conducted by the Operator, and as required by these Minimum Standards. The Operator's office shall always be attended during the required hours of operation. Cross-utilization of personnel between Aeronautical Activities conducted by Operators will be permitted only to the extent that personnel qualifications and licensing requirements are fully met, and providing that minimum required personnel is maintained as follows:

- Training and documentation of training shall meet the requirements of 14 CFR 139.321.
- A minimum of one (1) FAA certified airframe and engine mechanic shall be on duty during the hours of operation.
- Operators, when requested by the Authority, shall provide a list of all designated fuel service technicians, their training documentation, and their work hours.
- A minimum of one (1) properly certified commercial pilot or flight instructor.

Hours of Operation. All Operators shall have its business open to the public no less than eight (8) hours per day, five (5) days per week.

Insurance Requirements. In addition to the General Insurance Requirements required by these Minimum Standards, all Operators shall obtain and maintain the following insurance:

- **Commercial General Liability or Airport Liability.** Commercial General Liability/Airport Liability insurance, with no exclusion relating to Aircraft, including coverage for, but not limited to, Premises Operations, Products Completed Operations, Contractual Liability, Personal Injury Liability, Advertising Injury Liability and Cross Liability, which limits of coverage shall not be less than combined single limit, bodily injury, personal injury, and property damage liability of Ten Million Dollars (\$10,000,000) each occurrence. This coverage shall be provided on a primary basis by companies authorized to do business in the State of Florida. This coverage shall be provided on a primary basis.

- Hangar Keeper's Liability. Hangar keeper's Liability Insurance providing insurance for property damage to Aircraft that are the property of others while in the care, custody, or control of the Operator in an amount not less than Ten Million Dollars (\$10,000,000) per Aircraft and Twenty Million Dollars (\$20,000,000) per occurrence. This coverage shall be provided on a primary basis.
- Storage Tank/Environmental Liability. Storage Tank/Environmental Liability with not less than One Million Dollars (\$1,000,000) per occurrence combined single limit providing coverage for damages against bodily injury and property damage including contamination, clean-up costs, and corrective action damages at each location and Two Million Dollars (\$2,000,000) annual aggregate providing coverage for damages against, but not limited to, third-party liability, clean up, corrective action including assessment, remediation, and defense costs. This coverage shall be provided on a primary basis.

Commercial Auto Liability. Commercial Automobile Liability Insurance with limits of liability not less than Five Million Dollars (\$5,000,000) each occurrence for owned, non-owned and hired automobiles. If Operator transports fuel the policy must include CA 99 48 Pollution Liability – Broadened Coverage for Covered Autos – Commercial Auto, Motor Carrier, and Truckers Coverage Forms Endorsement or equivalent. In the event Operator has no owned automobiles, Operator shall maintain only Hired & Non-Owned Auto Liability Insurance. This coverage may be secured by an endorsement to the Commercial General Liability policy, or a separate Commercial Auto Liability policy. This coverage shall be provided on a primary basis.

Hearing. Applications to conduct or engage in Aircraft Assembly requires a public hearing.

ARTICLE 22 **NOT-FOR-PROFIT FLYING CLUB OPERATOR**

Any Not-for-Profit Flying Club desiring to base their Aircraft at the Airport and operate at the Airport shall comply with the General Requirements of these Minimum Standards and the Minimum Standards included in this Article.

Application Process. All Applicants who wish to conduct a Not-for-Profit Flying Club desiring to base their Aircraft at the Airport and operate at the Airport shall submit the following information to the Authority with their Application.

- Names and addresses of members, officers, directors, manager, and constituent legal authority.
- Names and addresses of individual designated by Flying Club as a "responsible individual" for receipt of communications regarding Flying Club.
- Statement describing legal format of Flying Club.
- Copies of all agreements under which Flying Club operates.
- Copies of registration certificates of all Aircraft owned by Flying Club.
- Income and Disbursement statement for proceeding calendar or fiscal year sufficient to demonstrate the Flying Club operated on a non-profit basis during such time.
- Copies of any lease agreements.
- Copy of Flying Club operating rules.

Application Updates. All information submitted with a Flying Club's Application shall be updated and provided annually to the Authority.

Non-Profit Status. All Flying Clubs must be a non-profit organization and provide evidence of their non-profit status, which evidence shall be substantiated by documentary proof by the Director of the Internal Revenue Service and furnished to the Authority.

Property Rights. The property rights all Flying Club members shall be equal, and no part of the Club's net earnings shall inure to the benefit of any member of the Club in any form such as salaries, bonuses, or in any other way. Flying Clubs may not derive greater revenue from the use of its Aircraft beyond the amount necessary for the operations, maintenance, and replacement of the Flying Club's Aircraft and facilities.

Membership Classes. All Flying Club members shall have equal rights and obligations unless the sole basis for any membership classification is the differing minimum experience or license qualifications required for operation of various kinds of Flying Club Aircraft. Flying Clubs shall not establish differing Aircraft use rates to be paid by the Flying Club members unless such rate differences are based upon different kinds of club Aircraft, and/or different conditions under which Flying Club Aircraft are used, and unless such rates are uniformly applied to all Flying Club members.

Mechanics Who Are Members. Any qualified mechanic who is a registered member of a Flying Club shall not be restricted from doing maintenance work on Aircraft owned by the Flying Club and the Flying Club shall not become obligated to pay for such maintenance work, except that such mechanics may be compensated by credit against payment of dues or flight time.

Aircraft. The lease or ownership of Aircraft in a Flying Club must be vested in the name of the Flying Club or owned or leased on a pro rata basis by all members of the Flying Club. Flying Club Aircraft may be obtained, managed, operated, and maintained in any of the following ways:

- **Straight Lease or Rental.** Flying Clubs may rent or lease Aircraft from an FBO for a minimum number of hours each month. In such case the Flying Club will assume no responsibility for direct management or operations, and maintenance will be the responsibility of the FBO.
- **Lease Purchase.** Flying Clubs may lease an Aircraft from an off-Airport leasing company for the Flying Club's exclusive use for an initial period of one year or more. Management and operations of the Aircraft may be assumed by Flying Club members or may be contracted to an FBO.
- **Direct Purchase.** Flying Clubs may purchase Aircraft and assume direct responsibility for the management, operations, and maintenance of the Aircraft.
- **Combination.** Flying Clubs having several Aircraft, may use any combination listed here.

Service to the General Public. Flying Clubs may not solicit, offer, or conduct On Demand Aircraft Charter or Flight Training and Aircraft Rental operations to the public. Flying Clubs may also not solicit, offer, or permit its Aircraft to be utilized for the giving of flight instruction to any individual, including members of the Flying Club owning the Aircraft, when such individual pays or becomes obligated to pay for such instruction, except when instruction is provided by an FBO or SASO with an Agreement or a Permit with the Authority. All Flying Clubs shall be prohibited from leasing or selling any goods or services whatsoever to any individual other than to a member of the Flying Club, except that said Flying Club may sell or exchange its capital equipment for replacement or liquidation purposes.

Advertising. Flying Clubs may advertise for new members, but only in the name of the Flying Club. Flying Clubs may not advertise to offer goods or services to the public, which are prohibited by this Article.

Records. Flying Club books and records shall be available for inspection at any reasonable time by the Authority, or its authorized agent. The Authority may require that relevant records be maintained by Flying Club according to standards specified by the Authority.

Hearing. Applications to conduct a Not-for-Profit Flying Club requires a public hearing.

ARTICLE 23
SPECIALIZED SERVICE OPERATOR

All Specialized Service Operators (SASO) shall comply will the General Requirements of these Minimum Standards and the Minimum Standards included in this Article.

- All Operators shall have adequate Land and Improvements to conduct all Aeronautical Activities approved to by the Authority.
- All Operators shall provide a sufficient Personnel to conduct its Aeronautical Activities in a safe, secure, efficient, prompt, courteous, and professional manner while also meeting the reasonable demands of customers for the Aeronautical Activities.
- All Operators shall have either owned or under written lease to and under the full and exclusive control of the Operator, sufficient Aircraft, vehicles, equipment, as approved by the Authority.
- All Operators shall have sufficient materials, tools, equipment, and supplies readily available to conduct the Operator’s Aeronautical Activities.
- All Operators shall be open for business and available to the public during all hours of operation maintained by qualified and experienced Persons engaging in similar Aeronautical Activities at comparable Airports as approved to by the Authority. All Operators shall be available to meet the reasonable demands of customers for the Aeronautical Activities conducted.

Hearing. Applications to provide a Specialized Service Aeronautical Activity requires a public hearing.

ARTICLE 24
CONTRACTED AERONAUTICAL ACTIVITIES

Any Person may execute an Agreement with an FBO to provide an Aeronautical Activity, provided the FBO meets the Aeronautical Activity requirements listed in these Minimum Standards.

ARTICLE 25
COMBINED AERONAUTICAL ACTIVITIES

Any Person conducting a combination of specific Aeronautical Activities listed in these Minimum Standards shall be required to duplicate the requirements of the individual Aeronautical Activities, except for Flight Training and Aircraft Rental, which Aeronautical Activities may be conducted together, Aircraft Management and On Demand Aircraft Charter, which Aeronautical Activities may be conducted together, and Aircraft Maintenance and Repair and Avionics Maintenance and Repair, which Aeronautical Activities may be conducted together. In the event one Aeronautical Activity requires a public hearing, then all Aeronautical Activities must be presented at a public hearing.

ARTICLE 26
AUTHORITY OWNED AIRCRAFT HANGARS

These Minimum Standards are waived and shall not apply to Aircraft Hangars owned and/or operated by the Authority.

ARTICLE 27
WAIVER OF MINIMUM STANDARDS

The Authority may, in its sole discretion, waive all or any portion of these Minimum Standards for itself or for the benefit of government or governmental agencies performing not-for-profit Aeronautical Activities if those Aeronautical Activities are performed for:

- The public in time of an emergency.
- Emergency medical or rescue services to the public by means of Aircraft.
- Fire prevention or firefighting operations.

The Authority may further temporarily waive or reduce in part any Minimum Standards for non-governmental Persons where the Authority deems for itself that such waiver or reduction to be in the best interest of the Airport.

SARASOTA MANATEE AIRPORT AUTHORITY

By: _____

Chairman

Date: _____

ATTEST

By: _____

Secretary

Date: _____

|

SARASOTA MANATEE AIRPORT AUTHORITY

**MINIMUM STANDARDS
FOR
AERONAUTICAL ACTIVITIES**

SARASOTA BRADENTON INTERNATIONAL AIRPORT

DRAFT

Adopted: _____

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MINIMUM STANDARDS
FOR
AERONAUTICAL ACTIVITIES
AT
SARASOTA BRADENTON INTERNATIONAL AIRPORT

WHEREAS, the Sarasota Manatee Airport Authority, being a public non-profit corporation created under and pursuant to the Laws of the State of Florida, hereinafter referred to as “Authority” owns and operates a public airport known as Sarasota Bradenton International Airport hereinafter referred to as "Airport"; and

WHEREAS, the Authority desires to establish standards and requirements for Aeronautical Activities at the Airport to protect the public’s health, safety, and security, to discourage unqualified Applicants, and to protect the aviation user and public from unsafe, inadequate service or irresponsible tenants; and

WHEREAS, the Authority, in recognition of the statutory prohibition against granting an exclusive right to conduct Aeronautical Activity on the Airport imposed by Section 308 of the Federal Airport Act and in contractual obligations contained in certain contracts between said Authority and the United States of America relative to the expenditure of federal funds for the development and operation of said Airport, desires that all such general aviation Aeronautical Activity be conducted on said Airport in a fair and equitable manner:

NOW THEREFORE, the Authority does hereby resolve that Aeronautical Activities at the Airport shall hereafter be rendered by and engaged in by duly qualified Operators so determined by the hereinafter established Standards which are hereby adopted as the "Minimum Standards for Aeronautical Activities at Sarasota Bradenton International Airport", also referred to herein as the “Minimum Standards”, as follows:

ARTICLE 1
POLICY STATEMENT

The Authority shall provide a fair and reasonable opportunity, without unlawful discrimination, to all applicants to qualify, or otherwise compete, for available Airport facilities and the furnishing of selected Aeronautical Activities subject to the Minimum Standards established by Authority and set forth herein. The Authority reserves the right to revise these Minimum Standards from time-to-time. The Authority likewise reserves the right to revise any Minimum Standard requirement(s) as it determines in its reasonable discretion to best ensure the orderly, safe, secure, and efficient operation of the Airport.

These Minimum Standards set forth the minimum requirements to be met by any General Aviation Operator seeking to perform or conduct Aeronautical Activities at the Airport (“Operator”). These Minimum Standards shall not apply to scheduled air carriers or scheduled air taxi operators. The Authority’s goal in adopting these Standards is to protect the level and quality of Aeronautical Activities offered to the public, and to encourage the development of quality Aeronautical Activities and facilities at the Airport. In all cases where the words “Standards” or “requirements” appear herein, it shall be understood that they are modified by the word “Minimum.” All Operators will be encouraged to exceed the minimums. Unless provided for herein or within an Agreement, no Person shall be allowed to engage in Services at the Airport under conditions that do not comply with these Minimum Standards, unless an exemption or variance has been approved by the Authority consistent with the General Rules as set forth in the Rules and Regulations for Sarasota Bradenton International Airport (“Airport”). Any Person currently engaging in Services without an Agreement shall have six (6) months from the date of adoption of these Minimum Standards to comply with them. These Minimum Standards do not apply to Part 121 scheduled air carrier or scheduled air taxi operators.

Prior to starting any operation(s), a potential Operator must apply in writing to the Authority to conduct Aeronautical Activities at the Airport, hereinafter an “Application”, and enter into a written Agreement with the Authority or an FBO. The purpose of the Application will be to verify the Operators qualifications to conduct Aeronautical Activities at the Airport and the Agreement will recite the terms, covenants, and conditions under which the Aeronautical Activities may be conducted on the Airport, including, but not

limited to, the term of the Agreement, rentals, fees and charges, and the rights and obligations of each party.

The Authority reserves the right to designate from time-to-time specific areas where individual Aeronautical Activities or a combination of Aeronautical Activities may be conducted, and to determine whether there is sufficient, appropriate, or adequate Land, Improvements, and other resources to meet the Minimum Standards established herein. This determination shall consider the nature and extent of the proposed activity and the Land, Improvements, and resources available for such purposes, consistent with the current Airport Master Plan, Airport Rules and Regulations, and the orderly, safe, secure, and efficient operation of the Airport.

Upon adoption of these Standards, all previous Minimum Standards adopted by the Authority are hereby amended and restated.

ARTICLE 2
NON-EXCLUSIVE RIGHTS

Entering into a written Agreement with the Authority and granting rights or privileges to perform Aeronautical Activities at the Airport ("Aeronautical Activities" or Activities") shall not be construed in any manner as granting any Operator an Exclusive Right, other than the exclusive use of the Land and/or Improvements that may be leased by the authority to an Operator and then only to the extent provided in an Agreement in accordance with the Airport Sponsor Grant Assurances required by the Federal Aviation Administration ("FAA"), the Florida Department of Transportation ("FDOT") and/or any other federal and/or state government agency as a condition to receiving federal and/or state funding.

The opportunity to engage in Activities shall be made available only to those entities willing and able to comply with these Minimum Standards, and as Land and Improvements may be available at the Airport to support such Activities provided such use is consistent with the current and planned uses of Land and Improvements at the Airport and is deemed to be in the best interests of the Authority, as determined by the Authority in its sole discretion. The presence of only one Operator engaged in a particular Activity does not, in and of itself, indicate that an Exclusive Right has been granted. It is the policy of the Authority not to enter or promote an understanding, commitment, or express Agreement to exclude other reasonably qualified and experienced Operators.

The Authority reserves the right in its sole discretion to grant others certain rights and privileges at the Airport which are identical in whole or part to those granted to Operators. Authority does covenant and agree that:

- All Minimum Standards of Aeronautical Activities conducted at Airport shall be enforced.
- Following the date of official adoption of these Minimum Standards for Aeronautical Activities, new Aeronautical Activity will NOT be permitted or allowed to be conducted at the Airport under terms and conditions more favorable than those set forth in these Standards.
- No Aeronautical Activity will be permitted or allowed at Airport without a written Agreement with Authority, or other written agreement approved by the Authority.

ARTICLE 3
PURPOSE OF MINIMUM STANDARDS

The purpose of these Minimum Standards is to encourage and promote: (a) the consistent provision of high quality General Aviation Aeronautical Activities, hereinafter also referred to as "Services" at the Airport; (b) the orderly development of General Aviation Land and high-quality Improvements at the Airport; (c) the safety, security, and efficient operation of the Airport, (d) the economic health of General Aviation Operators at the Airport, and (e) the self-sustaining economic sufficiency of the Airport; and (f) to protect the level and quality of Aeronautical Activities and Services offered to the public.

These Minimum Standards specify herein must be complied with by any Operator desiring to engage in Aeronautical Activities at the Airport. Throughout these Minimum Standards, the words "standards" or "requirements" shall be understood to be preceded by the word "Minimum Standards" except where explicitly stated otherwise. Any required determinations, interpretations, or judgments regarding what constitutes an acceptable standard or requirement, or regarding compliance with such standard or requirement, shall be determined solely by the Authority. Unless provided for herein or in an Agreement with the Authority that precedes these Minimum Standards, no Person shall be allowed to engage in Activities at the Airport under conditions that do not fully comply with these Minimum Standards.

ARTICLE 4
PRIOR MINIMUM STANDARDS

The Minimum Standards for Aeronautical Activities, dated April 20, 2018, is hereby amended, and restated to conform with these Minimum Standards. However, these Minimum Standards shall not apply to any Agreement or amendment thereto properly executed prior to the date of adoption of these Minimum Standards except as provided for in such Agreement, in which case, these Minimum Standards shall apply to the extent required or permitted by such Agreement.

- If an existing Operator desires, under the terms of an existing Agreement, to engage in additional Aeronautical Activities, the existing Operator shall comply fully with these Minimum Standards without any exception for previously Activities conducted by the Operator.
- These Minimum Standards shall not be deemed to modify any existing Agreement under which an Operator is required to exceed these Minimum Standards nor prohibit the Authority from entering or enforcing an Agreement or an amendment thereto that requires an Operator to exceed these Minimum Standards, unless specifically set forth in said Agreement.

If these Minimum Standards are amended after an Operator enters into an Agreement with the Authority, the Operator shall not be required to comply with the amended Minimum Standards, except as required by Operator's existing Agreement with the Authority or until such time as a) Operator's existing Agreement is amended, b) the Authority approves an assignment of Operator's Agreement to another Person, or c) Operator enters into a new Agreement with the Authority. If after the date of adoption of these Minimum Standards, an Operator with non-conforming Land or Improvements is required to conform to these Minimum Standards, the Operator shall be obligated at its sole cost to reconfigure by the assembly, reassembly, addition, or deletion of Land and/or Improvements to conform to these Minimum Standards. Similarly, if after the date of adoption of these Minimum Standards, an Operator's Land or Improvements are expanded or altered, or its use is changed or intensified, said Land and Improvements shall only be expanded, altered, or its use changed to the extent required to conform to these Minimum Standards.

While these Minimum Standards do not apply directly to subtenants, since they are not in privity with the Authority, Operators are required to ensure through their sublease Agreements that any Aeronautical Activity conducted by their subtenants are carried out in a manner that fully complies with these Minimum Standards and does not frustrate the purpose of these Minimum Standards.

ARTICLE 5
EXISTING OPERATORS

Existing Scope of Services – Upon adoption of these Minimum Standards, an existing Operator with an existing Agreement may engage in the Aeronautical Activities permitted under the Agreement if Operator is in full compliance with all the terms and conditions of the existing Agreement and all applicable legal requirements.

Revised Scope of Services – Prior to engaging in any new Activity not permitted under an Agreement or changing or expanding the scope of Activities permitted under an existing Agreement, Operator shall apply to receive a new or amended Agreement from the Authority prior to conducting any new Activity not permitted under an existing Agreement.

ARTICLE 6
AIRPORT RULES AND REGULATIONS

These Minimum Standards incorporate in their entirety the Rules and Regulations for the Sarasota Bradenton International Airport, dated May 20, 2019, [attached as Addendum No. III](#), as may be amended from time-to-time in writing by the Authority ("Airport Rules and Regulations" or "Rules and Regulations"). The Rules and shall always be complied with by all Operators, tenants, sub-tenants, and users of the Airport.

ARTICLE 7
SEVERABILITY OF STANDARDS

The articles of these Minimum Standards are severable, and if any of its provisions shall be held invalid by any court of competent jurisdiction, the decision of such court shall not affect or impair any of the remaining Articles.

ARTICLE 8
STANDARD DEFINITIONS

As used in these Minimum Standards, the following terms shall have the meanings set out below, unless the context clearly requires otherwise:

- **Aeronautical Activity** – Any commercial activity which involves, makes possible, or is required for the operation of Aircraft, or which contributes to or is required for the safety of such operations, and shall include, but not be limited to all Services commonly conducted at airports, such as charter operations, flight training, Aircraft rental, sightseeing, aerial photography, surveying, air carrier operations, Aircraft sales and services, sale of aviation petroleum products (whether or not conducted in conjunction with other included Services), repair and maintenance of Aircraft, sale of Aircraft parts, sale and maintenance of Aircraft accessories, radio, communication and navigation equipment, flying clubs and other co-op arrangements, Aircraft or crew management and any other activity which, because of its direct relationship to the operation of Aircraft, can appropriately be regarded as a "Aeronautical Activity." An activity is considered a Aeronautical Activity if it conducts any aspect of a business, concession, operation, or agency providing goods or services to any individual for compensation or hire, including exchange of services, whether such objectives are accomplished, and regardless of whether the business is nonprofit, charitable, or tax-exempt. Aeronautical Activities conducted by a governmental entity shall be deemed noncommercial.
- **Agreement** – A written contract, lease, license, use, permit, or other form of authorization, executed by Authority and Operator, whereby Authority authorizes an Operator to conduct a specific Aeronautical Activity on the Airport.
- **Aircraft** – An Aircraft is a vehicle which can fly by being supported in the air.
- **Aircraft Assembly Operator** – [The assembly, sale, maintenance, repair and/or delivery of Aircraft, Aircraft components, instruments, parts, and equipment listed by the International Civil Aviation Organization originally manufactured elsewhere.](#)
- **Aircraft Hangar** – A building or structure designed to hold Aircraft, Airplanes, or Airships.
- **Aircraft Maintenance and Repair Operator (MRO)** – An Operator providing one or a combination of airframe, power plant and accessory repair services on Aircraft up to and including business jet Aircraft, helicopters, and blimps. This category shall also include the non-exclusive sale of Aircraft parts and accessories.
- **Aircraft Management and Charter Operator** – An Operator engaged in the business of providing Aircraft management services for Aircraft not owned by the Operator, including, but not limited to, flight scheduling

and dispatching, provision of flight crews, and/or coordinating Aircraft maintenance, fueling, line services, ground handling or Aircraft storage. Operators may also engage in On-Demand Aircraft Charter, as defined in 14 CFR Part 135, or in the private carriage of passengers or property, as defined in 14 CFR Part 125.

- **Aircraft Rental Operator** – An Operator engaged in the rental and/or lease of Aircraft to the public.
- **Aircraft Sales Operator** – An Operator engaged in the sale of new or used Aircraft.
- **Aircraft Self- Fueling Operator** – An Operator conducting fueling or servicing of an Aircraft by the owner of the Aircraft or by his or her own employees and using his or her own equipment. The fuel is obtained by the Aircraft owner from the source of his/her preference. Any fuel dispensing equipment and facility is owned by the Aircraft owner or by a Person having, directly or indirectly, a major equity interest in the Person that is the Aircraft owner. Self-fueling/service Services cannot be contracted out to a third party or Co-Op. Self-fueling operations are also regulated in the Airport's Rules and Regulations, Minimum Standards for Aeronautical Activities Article 20, Aviation Fuel Dispensing Facilities also apply to self-fueling/services.
- **Aircraft Storage Operator - An Operator permitted by its Agreement with the Authority to construct and maintain its own Aircraft Hangar on its own Leased Premises for the storage of its own Aircraft which is not used for commercial Aeronautical Activities at the Airport. Ownership of the leasehold, Aircraft Hangar and Aircraft are identical, or the owners are related. The Aircraft Hangar owner and Aircraft owner are deemed to be "related" to the Operator if the owner of the Aircraft Hangar and Aircraft have, directly or indirectly, a major equity ownership in the Operator. An Aircraft under lease by the Operator from a third party for use by the Operator for a minimum of twelve (12) months is deemed "owned" by the Operator. In addition, subject to the General Requirements of these Minimum Standards and the Minimum Standards in Article 19, an Aircraft Storage Operator may also provide Aircraft storage and Aircraft ground handling services of Aircraft owned or controlled by others.**
- **Air Operations Area (AOA)** – An area used or intended to be used for Landing, takeoff, or surface maneuvering of Aircraft including all Airport Lands adjacent thereto and enclosed by the perimeter security fence.
- **Airplane** - an engine-driven fixed-wing [Aircraft](#) heavier than air, that is supported in flight by the dynamic reaction of the air against its wings.
- **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.
- **Airport Master Plan** – Document charting the proposed evolution of the Airport to meet future needs, as approved by the Federal Aviation Administration, and as amended from time to time.
- **Airship** - means an engine-driven [lighter-than-air Aircraft](#) that can be steered.
- **Applicant** – An individual or entity seeking to enter into an Agreement with the Authority to establish, perform or operate an Aeronautical Activity at the Airport or to sublease to a Person to operate an Aeronautical Activity at the Airport.
- **Assembly Made Aircraft** – An Aircraft assembled by an Operator at the Airport with components, instruments, parts, and equipment originally manufactured on the Airport or elsewhere.
- **Authority** - The Sarasota Manatee Airport Authority, a special district created by the Legislature of the State of Florida, pursuant to Chapter 2003-309, Laws of Florida as amended, which owns and operates

the Airport. The term shall also mean the President, Chief Executive Officer, or his/her designated representative when the context permits.

- **Avionics Maintenance and Repair Operator** – An Operator engaged in the sales, maintenance, repair, or alteration of one or more of the items described in 14 CFR Part 43, Appendix A, including but not limited to Aircraft radios, electrical systems, and flight instruments for Aircraft other than those owned, leased, and/or operated by or under the full and exclusive control of the Operator.
- **Best's** – Best's Rating, insurance industry standard measure of insurance financial performance prepared by A.M. Best Company.
- **Convicted Vendor List** – List required to be kept by the State of Florida Department of Management Services of entities under Florida Statute 287.133, Public Entity Crime; denial or revocation of the right to transact business with public entities.
- **Co-Op Fueling/Services** - Fueling or otherwise servicing multiple Aircraft owned by different entities based in the same hangar or leased premises. Co-Op fueling is not recognized as self-fueling by the FAA and will not be allowed at the Airport. To be afforded self-fueling rights, all Aircraft must demonstrate the same ownership structure as the hangar/ground lease.
- **FAA** – The Federal Aviation Administration of the United States of America, its successors, and assigns.
- **FAR** – The Federal Aviation Regulations.
- **Fixed Base Operator (FBO)** – An Operator engaged in providing multiple Aeronautical Activities including the sale and dispensing of aviation fuels and lubricants to the public, third-party Aircraft parking and storage, Aircraft maintenance and repair, and other general aviation services listed in Article 14 of these Minimum Standards.
- **Flight Training and Aircraft Rental Operator** - An Operator engaged in flight training, and the rental of Aircraft to conduct Aircraft flight training and instruction, in fixed or rotary wing Aircraft, and who provides such related ground school instruction as is required before taking a written examination and flight check ride for the category or categories of pilot's licenses and ratings involved.
- **Improvements.** Improvements shall include any building, betterment, facility, structure, or equipment built, constructed, installed, or placed upon the Airport.
- **Land** – Land shall mean the space required for terminal buildings, Aircraft Hangars, Aircraft apron, administrative offices, maintenance areas, shop areas, storage facilities, and/or vehicle parking. Land shall further include in all cases space for pedestrian walkways, utilities, off-Airport stormwater management, mechanical and electrical support facilities.
- **Leased Premises** – The prerequisite Land and Improvements required to conduct each Aeronautical Activities at the Airport, as required by these Minimum Standards, including, but not limited to, Aircraft hangars, Aircraft apron, Aircraft tiedowns, fuel storage, shops, classrooms, offices, and vehicle parking.
- **Minimum Standards** – The requirements established by Authority as the Minimum Standard requirements for any Person that must be met as a condition precedent to the right to conduct an Aeronautical Activity on the Airport (also referred to herein as the "Minimum Standards").
- **NFPA** – The National Fire Protection Association.
- **Not-for-Profit Flying Clubs** – An Operator that is a nonprofit entity organized for the express purpose of providing its members with an Aircraft or several Aircraft for their personal use and enjoyment only.

- **On Demand Aircraft Charter** – An Operator engaged in On-Demand Aircraft Charter, as defined in 14 CFR Part 135, or in the private carriage of passengers or property, as defined in 14 CFR Part 125.
- **Operator** – A Person with an Agreement with the Authority and performing, operating, or engaging in an Aeronautical Activity at the Airport.
- **Person** – A Person who enters into an Agreement with the Authority including all individuals, firms, companies, associations, joint ventures, partnerships, trusts, business trust, syndicates, fiduciaries, corporations, and all other groups or combinations
- **President, Chief Executive Officer** – The principal representative of the Authority with powers and duties to direct all administrative, operational, financial, and other matters at the Airport; to supervise the Aeronautical Activities at the Airport and be responsible for the operation, management, and maintenance of the Airport and all facilities and equipment in connection therewith and to enforce the provisions of these Minimum Standards. Such other employees of the Authority, as the President, Chief Executive Officer from time to time may designate, to carry out the duties of the President, Chief Executive Officer.
- **Private Hangar Owners** - An Operator permitted by its Agreement to construct and maintain its own hangar on its own leased premises for the storage of its own Aircraft which is not used for Aeronautical Activities at the Airport. Ownership of the leasehold, hangar and Aircraft are identical, or the owners are related. The hangar owner and Aircraft owner are deemed to be “related” to the Operator if the owner of the hangar and Aircraft have, directly or indirectly, a major equity ownership in the Operator. An Aircraft under lease by the Operator from a third party for use by the Operator for a minimum of twelve (12) months is deemed “owned” by the Operator. Subject to compliance with Article 16, fueling and service of the Aircraft stored on the leased premises is also permitted but only if it is provided by the Operator or by a party related to the Operator, i.e., no Co-Op fueling, and servicing is permitted.
- **Rules and Regulations** – The Rules and Regulations for Sarasota Bradenton International Airport, as amended from time to time by the Authority.
- **Self Service Fueling Facility**- A fueling facility that is operated by an Operator, not by an attendant. If the pump is made available to the public, it becomes a commercial aeronautical activity and does not constitute self-fueling.
- **Specialized Service Operator (SASO)** – An Operator conducting a single specialized Aeronautical Activity at the Airport. SASO Operators typically offer only a single specialized aeronautical service such as on demand air charter, Aircraft rental, flight training, Aircraft sales, Aircraft maintenance and repair, avionics maintenance and repair, ambulance service, sightseeing flights, aerial photography, Aircraft detailing, in-flight catering services, vendors of pilot supplies, and/or other Aeronautical Activity specifically excluded from Part 135 of the Federal Aviation Regulations.
- **Tenants**– All Operators who have been approved by the Authority to conduct an Aeronautical Activity at the Airport and who have executed an Agreement with the Authority authorizing them to conduct an Aeronautical Activity at the Airport and have leased Land, facilities, or Improvements at the Airport.
- **Terminal Aircraft Parking Apron** – A defined paved area at the Airport passenger terminal building that provides for loading and unloading passengers or cargo, refueling, parking, and maintenance or servicing of Aircraft. The Terminal Aircraft Parking Apron is identified on Exhibit 1, attached hereto, as Terminal Aircraft Parking Apron and made a part of these Minimum Standards.
- **Transient Operator.** Person not leasing or subleasing Land and/or Improvements at the Airport that conduct temporary or occasional Aeronautical Activities at or from the Airport, which are required to obtain an Agreement or a Permit from the Authority, other than a lease or sublease, and comply with the General Requirements of these Minimum Standards.

Note: In addition to the Definitions provided herein, these Minimum Standards incorporate, by reference the defined words and acronyms identified in Section 1, Definitions, of the Rules and Regulations and are capitalized whenever used in these Minimum Standards. In the event of a conflict in a Definition provided herein and a Definition provided in the Airport Rules and Regulations, the Definition provided herein shall prevail. Those Words or acronyms that are not defined, identified, or capitalized shall be construed consistent with common meaning or as generally understood throughout the aviation industry.

ARTICLE 9 **GENERAL MINIMUM REQUIREMENTS**

Any individual or entity desiring to conduct Aeronautical Activities on the Airport shall meet or exceed the general minimum standard requirements (“General Requirements”) of this section as well as the Minimum Standards applicable to each Activity, as set forth in the subsequent sections.

Application Required. Any individual or entity wishing to conduct an Aeronautical Activity at the Airport shall file an Application to Conduct Aeronautical Activities, hereinafter “Application”, attached to these Minimum Standards as Addendum No. I, with the Authority in a form and manner approved by the Authority and obtain an Agreement or a Permit approved by the Authority as set forth in these Minimum Standards. The Application is required to be completed in its entirety and submitted to the Authority for consideration by the Authority prior to engaging in any Activity at the Airport. Applicant shall submit all the information requested by the Authority in the Application, or in addition thereto, and shall thereafter submit any additional information, data, and/or documentation that may be requested by the Authority to evaluate the Application and facilitate a complete and proper analysis of the proposed Activity.

No Application will be considered complete that does not provide the Authority with the information, data, and/or documentation requested by the Authority to enable the Authority to make a meaningful assessment of Applicant’s desired Activities and determine whether the Applicant’s desired Activities will comply with all applicable with the Airport Layout Plan and all applicable legal requirements. Following review of the Application by the Authority and subject to the Applicant complying with all requirements thereto, an Agreement may be issued by the Authority. The Authority reserves the right to approve or not approve any Application for any Activity as it determines in its reasonable discretion to be in the best interest of the public.

Agreement or Permit Required. A written Agreement or Permit properly executed by the Applicant and Authority, or by the Applicant and an existing FBO, that is approved by the Authority, is a prerequisite for an Applicant to commence any Activity at the Airport. Upon approval of an Application as submitted or modified by the Authority, if the agreement is with the Authority, the Authority shall prepare a Term Sheet, as attached as Addendum No. II or equivalent in detail, acceptable to both parties that outlines the terms, covenants, and conditions of a final agreement. If the parties agree on a Term Sheet, the Authority shall cause to be prepared an Agreement between the Applicant and the Authority. In all cases, the Authority or FBO shall cause to be prepared an Agreement between the Applicant and the Authority or FBO. All Agreements shall contain the following provisions, among others:

- Provisions for strict compliance with these Minimum Standards.
- Term provision.
- Reasonable rental rate and/or Authority use fee to be paid to Authority.
- Rent or fee escalation provision.
- Provision for security deposit, performance bond or other form of performance guarantee to be posted by Operator, along with construction and payment bonds, if applicable.
- Release, Indemnity and Hold Harmless provisions.

- Provisions providing that any Improvements to be built, constructed, or placed upon the Airport shall conform to all safety regulations of all agencies with jurisdiction, including but not limited to the State of Florida, the Counties of Sarasota and Manatee, and the City of Sarasota, and shall conform with the requirements of current building codes and fire regulations of said jurisdictions, including but not limited to all required permits, licenses, and fees.
- Provisions that any Improvements built, constructed, or placed upon the Airport shall require a construction bond and once construction is commenced, will be diligently pursued to completion.
- Covenants specifically agreeing to comply with environmental and natural resources laws and regulations.
- Provisions that the Agreement is subordinate to any existing or future Agreement between Authority and the United States, relative to the operation and maintenance of the Airport, the execution of which has been or may be required as a condition precedent to expenditure of Federal funds for the development of Airport properties.
- Provision prohibiting sublease or assignment of any Agreement without prior notification and approval by the Authority.
- Provisions required by the FAA or other governing agency or entity.

In lieu of or in addition to an Agreement, the Authority may issue a Permit. A Permit issued by the Authority will remain valid for one (1) year or such other period as indicated in the Permit if the Operator meets the following requirements:

- The information submitted by the Operator is and remains current. The Operator shall notify the Authority in writing within fifteen (15) calendar days of any change to the information submitted by the Operator.
- The Operator remains in full compliance with the terms and conditions of the Permit and all applicable legal requirements.

A Permit issued by the Authority may not be assigned or transferred and shall be limited solely to the approved Activity identified in the Permit. Where applicable, a Permit issued by the Authority shall be incorporated by reference in any Agreement between the Authority to the same Operator and subject to "cross default". The breach of any portion of a Permit issued by the Authority, including the Application incorporated by reference thereto, shall be deemed a material breach of any Agreement with the same Operator, subject to termination of the Permit and the Agreement. A default by an Operator shall result in the immediate cancelation of all Airport security badges, vehicle decals, and all other forms of controlled Airport access privileges.

Transient Operators and Activities. Persons not leasing or subleasing Land and/or Improvements at the Airport, as required by these Minimum Standards, that desire to conduct temporary or occasional Aeronautical Activities at or from the Airport, including but not limited to, Aircraft on demand charter, flight training, Aircraft maintenance and repair, upholstery, detailing, sightseeing, and aerial photography ("Transient Operators"), shall be required to obtain an Agreement or a Permit from the Authority and comply with the General Requirements of these Minimum Standards. The use of Aircraft for the purpose of banner towing and crop dusting is not permitted at the Airport. In addition to the General Requirements set forth in these Minimum Standards, a Transient Operator temporarily or intermittently engaged in Aeronautical Activities at the Airport, including the use of Aircraft other than those owned, leased, and/or operated by and under the control of the Transient Operator, shall obtain an Agreement or a Permit, other than a lease or sublease, from the Authority and comply with the Minimum Standards set forth in this Section.

- Licenses and Certifications. Transient Operators shall be properly licensed and certificated by the FAA and hold the appropriate type ratings and medical certifications required for the Aircraft being operated and the work being performed, including the ability to perform inspections, examinations and issue certifications typically conducted as part of the Activities being performed. Transient Operators shall provide a copy of their active licenses and certifications to the Authority and to any customer upon request.
- Locations of Activities. Transient Operators, Activities may only be conducted at a facility and location previously designated and approved by the Authority for the Activity to be conducted or at such facility or location designated and approved in advance in writing from time-to-time by the Authority. Each facility's location must meet all applicable legal requirements for the type of Activities conducted and the type of services offered.
- Required Insurance. Transient Operators conducting Activities at the Airport shall disclose the amount and variety of insurance coverage provided to its customers, when the insurance applies to the customer, where the customer may obtain additional information regarding the insurance provided and provide a copy of the applicable certificate of said insurance to the Authority and to any customer upon request.
- Airport Rules and Regulations. Transient Operators shall conduct all Aeronautical Activities in accordance with the Airport Rules and Regulations, and all applicable FAA Regulations, NFPA code, Department of Environmental Protection rules and regulations, the Authority's Standard Operating Procedures, and the rules and regulation of any agency with jurisdiction over the Aeronautical Activities conducted.

Based Aircraft owners, FBOs, and MROs with an active Agreement with the Authority, may request a Transient Operator to conduct Activities for their Aircraft or customers, respectively. However, a Transient Operator shall not be permitted to solicit business at the Airport for any reason.

Airport Security Badges. All Operators, their officers, managers, and employees working at the Airport shall be required to display a valid Airport Security Badge issued by the Authority.

Aircraft Hangars. All Aircraft Hangars on the Airport shall be subject to the following restrictions:

- Aircraft Hangars shall be equipped to provide appropriate and sufficient vehicles, tools, and equipment, including tugs with sufficient power and braking action to handle any Aircraft stored in the facility.
- Aircraft Hangars shall be equipped with sufficient Aircraft tow bars to provide for the movement of all Aircraft using the facility.
- Hazardous Material storage shall not be permitted to be stored in Aircraft Hangars unless specifically authorized in writing by the Authority.
- Aircraft Hangars shall not be used for Activities that impede the movement of Aircraft, storage of inventory unrelated to Aircraft Storage, or as a base of operations for a non-aeronautical business other than Aircraft Storage.
- Aircraft Hangars shall not be used for the storage of vehicles, marine vessels, non-aeronautical equipment, crates, boxes, barrels, containers, surplus property, and refuse.
- No vehicles shall be permitted to access Aircraft Hangars unless specifically authorized in writing by the Authority, which shall require the display of an active vehicle decal issued by the Authority.
- Aircraft Hangars may only be used for Operator's approved Aeronautical Activities or Aircraft registered in the name of the Operator.

Compliance and Enforcement. All Operators shall comply with all federal, state, and local laws, the Airport Master Plan, the Airport Rules and Regulations, and these Minimum Standards for Aeronautical Activities, which may be amended from time to time, that apply to their Activities, including rules and regulations promulgated by the Authority. All Operators shall keep in effect and post in a prominent place in a facility on their leased premises all necessary and/or required licenses, certifications and/or permits.

In the event an Operator fails to comply with these Minimum Standards, the Authority shall send a written statement of violation to such Person at its last known address. Unless otherwise provided in the Operator's an Agreement with the Authority, the Operator shall have ten (10) calendar days within which to (a) provide a written statement to the Authority explaining why the violation occurred and to advise the Authority that the violation has been corrected or (b) when and how the violation will be corrected. The Authority, in its sole discretion, has the right to immediately suspend the Operator's Activities and/or revoke the Operator's privileges at the Airport, as the Authority deems it necessary to obtain a correction of the violation. The Operator shall pay all costs incurred by the Authority to cure a violation required to be cured by the Operator, including but not limited to, attorney fees, expert witness fees, court costs, and other legal costs. Prior violations may warrant denial of future Permit applications by the Authority.

ARTICLE 10 **COMMERCIAL APPLICATION PROCESS**

Application Form. All Persons seeking to perform an Aeronautical Activity at the Airport shall obtain a copy of these Minimum Standards, as may be amended, and shall file an Application to the Authority. All Applications shall be executed under penalty of perjury by an officer, director, manager, or other properly authorized official. The Application shall set forth in detail the following:

- Name and address of the Applicant.
- Name and address of classes of membership of the Applicant, if applicable.
- Copies of all licenses and certifications required to conduct the proposed Aeronautical Activity.
- Tax identification number.
- Copy of the Applicant's IRS Non-Profit Determination Letter, if applicable.
- Proposed Land use, facility and/or location for the Aeronautical Activity proposed.
- Names and qualifications of personnel involved in conducting the proposed Aeronautical Activity.
- Financial capability of the Applicant.
- Technical capability of the Applicant to perform the proposed Aeronautical Activity.
- List of Aircraft, tools, equipment, services, and inventory to be furnished by the Applicant in connection with the Aeronautical Activity proposed.
- Proposed date of commencement of the Aeronautical Activity.
- Proposed term of an Agreement with the Authority.
- Specifications of proposed Improvements.
- Estimated cost of proposed Improvements.

- Method of financing construction or acquisition of proposed Improvements.

Application Review. Once a complete written Application is received by the Authority, it shall be reviewed by the Authority for compliance with these Minimum Standards. The determination of what is considered a complete Application will be as follows:

- Complete Application. If the Authority determines that the Application is complete, the Authority shall commence negotiations with the Applicant to execute an appropriate written Agreement.
- Incomplete Application. If the Authority determines that an Application is incomplete or further information is required, the Authority shall return the Application to the Applicant and notify the Applicant in writing of the reason(s) the Application was incomplete.

Action on Application. If the Authority determines that an Application is complete, the Authority shall approve, approve with conditions, or deny the application. The following are some examples of circumstances that may warrant the denial of the application:

- An Applicant, for any reason, does not meet the qualifications, standards, and requirements established by these Minimum Standards, or is not prepared to meet the same within a reasonable time as established by the Authority but not exceeding one year.
- An Applicant's proposed Activity or construction will create a safety hazard on the Airport.
- An Applicant's proposed Activity will result in a financial loss for the Authority.
- An Applicant's proposed Activity will cause the Authority to spend funds or supply labor or materials in connection therewith.
- No appropriate, adequate, or available Land or facilities exist at the Airport to accommodate an Applicant's proposed Activity on the date of Application or within a reasonable time thereafter.
- Airport development or construction required for the proposed Activity does not comply with the Airport Master Plan or conflicts with the Airport Rules and Regulations, federal, state, or local rules and regulations.
- Development or use of the Land area requested by an Applicant will result in Aircraft or building congestion or will unduly interfere with the Activities of an existing Operator on the Airport or might restrict Aircraft access to other existing Operators on the Airport.
- An Applicant either intentionally or unintentionally falsified information on an application or supporting documents or omitted relevant information.
- An Applicant failed to make full disclosure on an application.
- An Applicant has a record of violating the Airport Rules and Regulations, the rules, and regulations of another Airport, FARs, FAA standards, FDOT aviation regulations, or any other rules and regulations applicable to the Authority.
- An Applicant has defaulted in the performance of any agreement with Authority, Manatee County, City of Sarasota, or Sarasota County, or other Airport in the United States.
- Based on current financial and background information, an Applicant does not, in the sole opinion of the Authority, exhibit adequate financial responsibility or technical capability to undertake the proposed Activity.

- An Applicant is unable to provide a performance bond or other security in an amount required by the Authority to insure performance of its obligations under its proposed activity or ensure completion of any associated construction.
- An Applicant has been convicted of any felony or misdemeanor involving moral turpitude or has been convicted of a public entity crime as defined in Section 287.133 Fla. Statutes and placed on the Convicted Vendor List.

Public Hearing. Once a Term Sheet is executed by the Authority and the Applicant, and a proposed Agreement or Permit is executed by the Applicant acceptable to the Authority, the Authority will decide based upon these Minimum Standards, Airport Rules and Regulations, Federal, State, and local law, policies, and guidelines, if a public hearing is required.

- **No Hearing Required.** If the proposed Aeronautical Activity does not require a hearing, the Authority will draft and execute the proper Agreement authorizing the Applicant to perform the proposed Aeronautical Activity in accordance with these Minimum Standards.
- **Hearing Required.** If it is determined that the proposed Aeronautical Activity requires a hearing, the hearing shall be governed as follows:
 - The Application and proposed Agreement will be placed on the agenda of a future regularly scheduled board meeting of the Authority. An Application and an Agreement must be executed before being placed on a Board agenda.
 - All Operators currently providing Aeronautical Activities as those proposed by the Applicant will be notified of the Application and advised of the date, time, and place of the scheduled board meeting where the Application and proposed Agreement will be considered.
 - The Authority will determine whether the Applicant meets these Minimum Standards as herein established, and whether the Agreement should be approved, modified, or rejected.

Continuing Obligations. Successful Applicants who execute an Agreement with the Authority and are approved by the Authority shall be required to comply with the following.

- **Informational Update.** Promptly advise the Authority of any changes to the information provided in the Application, Permit and/or Agreement.
- **Compliance with Other Regulations.** Abide by and comply with all federal, state, and local Laws, ordinances, regulations, and the Rules and Regulations of the Authority.

Technical Experience Required. Operator shall, in the judgment of the Authority, based on the Application submitted by the Applicant, demonstrate before and throughout the term of a Permit and/or Agreement the capability to consistently conduct its Activities at the Airport in a safe, secure, efficient, courteous, prompt, and professional manner to the benefit of the public with the degree of professional care and level of skill exercised by qualified and experienced Operators conducting similar Activities and providing similar products and services at comparable airports.

Financial Capability Required. Any Applicant desiring to conduct an Aeronautical Activity at the Airport shall demonstrate the financial strength and technical capability to pay all rents, fees, and charges owed the Authority; developing and maintaining the required Land and Improvements, procuring, and maintaining the required vehicles, tools, equipment, and/or Aircraft, and employing the required personnel to engage in the proposed Activity.

All Applicants shall provide the Authority with credible evidence regarding their financial and technical financial ability to perform the proposed Aeronautical Activity before and at any time during the term of any Agreement.

Credible evidence shall consist of, but not necessarily be limited to, financial statements certified by an officer of Applicant as to its correctness, licenses, permits, and/or certificates required by law and applicable to Applicant's business, references and any other information indicating Applicant's ability to perform the proposed Aeronautical Activity at the Airport.

Bankruptcy. In the event of insolvency, voluntary or involuntary bankruptcy of an Operator which is not promptly discharged, or an arrangement for creditors is made, the Authority shall have the remedies provided in the Authority's Agreement with the Operator and as available by law.

Agreement or Permit Required. No individual or entity shall engage in any Activity at the Airport without first applying to the Authority and obtaining an Agreement or a Permit with the Authority, or having a sublease approved by the Authority, authorizing such Activity (collectively an "Agreement"). An Agreement or Permit with the Authority shall not replace, reduce, or otherwise limit in any way an Operator's obligations to comply with these Minimum Standards. Individuals and entities not based at the Airport that desire to conduct occasional Activities at the Airport, are also required to file an application, and obtain an Agreement or Permit with the Authority prior to conducting any Activity.

Adequate Leased Premises. An Operator shall lease or sublease adequate Land and Improvements to conduct each of the Operator's Activities, as required by these Minimum Standards. All required Improvements including, but not limited to, Aircraft apron, Aircraft tiedowns, buildings, facilities, vehicle parking, and fuel storage and dispensing shall be located on contiguous Land. Specialized Aviation Service Operators (SASOs) are encouraged to be sublessees from an FBO. however, if suitable Land or Improvements are not available or cannot be secured from an FBO, a SASOs may: (a) lease Land and/or facilities from the Authority, if such Land and/or facilities are available, or (b) sublease Land or Improvements from another SASO.

Approval of Construction. The construction or installation of any Improvements, or alteration of Improvements must be approved in advance by the Authority and all applicable federal, state, and local agencies having jurisdiction. Each Operator shall apply for a Tenant Construction Permit ("TCP Application") to the Authority for review and consideration in accordance with the requirements set forth in these Minimum Standards. A copy of the TCP Application is attached to these Minimum Standards as Addendum No. IV.

Aircraft Apron and Tiedowns. Aircraft apron shall be no less than one hundred percent (100%) of the square footage of the Aircraft Hangar size and able to accommodate the movement of Aircraft safely and effectively in and out of the Aircraft Hangar and provide for the efficient staging of Aircraft. In addition, Aircraft apron shall be:

- Contiguous and separated by no more than a taxi lane that allows the Operator to taxi or tow Aircraft without traversing an active runway, taxiway, or public roadway.
- Of adequate size and weight bearing capacity to accommodate the movement, staging, and parking of the largest Aircraft reasonably expected to utilize the Operator's Leased Premises.
- Able to accommodate the Operator's Aircraft fleet.
- Located to provide unimpeded movement of Aircraft in and out of Operator's Aircraft Hangars and all other facilities and to and from the nearest taxi lanes or taxiways.

If Operator utilizes an Aircraft Hangar for storing customer Aircraft, Operator shall provide a reasonable number of paved Aircraft tiedowns to effectively accommodate the demand for tiedowns. If Operator does not handle or store customer Aircraft, Aircraft tiedowns are not required.

Vehicle Parking. Paved vehicle parking shall be sufficient to meet local code requirements and accommodate all vehicles and equipment expected to utilize the Operator's leased premises each day. In addition:

- Leased premises that require public access shall have direct Landside access.
- Paved vehicle parking shall be near the Operator’s primary facility on the Operator’s leased premises.
- On-street and off-street vehicle parking shall not be permitted except in marked vehicle parking spaces.

Aircraft Hangars. Aircraft hangars identified throughout these Minimum Standards shall meet the following minimum door height and door width requirements for the type of Aircraft stored, unless otherwise stipulated in these Minimum Standards for the specific Activity conducted.

<u>Leased Premises</u>	<u>Square Feet</u>	<u>Notes</u>
<u>Land</u>	<u>43,560</u>	
<u>Administrative and Maintenance Area</u>	<u>1,000</u>	<u>Shall include dedicated employee work areas, shop areas, and storage for parts and equipment.</u>
<u>Aircraft Hangar</u>	<u>10,000</u>	
<u>Aircraft Hangar Apron</u>	<u>10,000</u>	
<u>Aircraft Hangar Doors</u>	<u>20 by 80</u>	<u>Linear height by width</u>

Licensing and Regulatory Compliance. Prior to engaging in any Activity at the Airport, and throughout the term of any Agreement with the Authority, each Operator shall obtain and maintain all necessary licenses and certificates required by the FAA and all other agencies having jurisdiction over the Operator’s Aeronautical Activity. In addition, each Operator and their on-site managers and employees shall obtain and comply with all necessary licenses, permits, certifications, and/or ratings required to conduct Operator’s Activities at the Airport, including:

- Each Operator shall keep in effect and post in a prominent place, readily visible and accessible to the public, copies of all licenses, permits, certifications, or ratings that are required for each chosen Activity.
- Upon request, each Operator shall provide copies of such licenses, permits, certifications, and/or ratings upon request to the Authority within 48 hours.

All Operators shall comply with all federal, state, and local laws, the Airport Master Plan, the Airport Rules and Regulations, and these Minimum Standards for Aeronautical Activities, which may be amended from time to time by the Authority, that apply to their business, including the Rules and Regulations promulgated by the Authority and all other agencies having jurisdiction. All Operators shall keep in effect and post in a prominent place on their Leased Premises all necessary and/or required licenses, certifications, and/or permits required to conduct the Operator’s Activities.

Personnel. An Operator shall provide, at their own expense, sufficient employees to effectively and efficiently conduct their Activity approved by Agreement issued by the Authority. All Operator shall employ and designate a qualified, experienced, and professional on-site manager who shall be responsible for the day-to-day management of Operator’s Activities, including the following:

- The designated on-site manager shall have experience managing similar Activities, as determined by the Authority.
- Operator shall give due consideration to notification from the Authority of dissatisfaction with the designated on-site manager performance and shall take all reasonable action to eliminate the cause of such dissatisfaction.

During Operator's hours of operation, a qualified, experienced, and professional on-site supervisor(s) shall be readily available and authorized to represent and act on Operator's behalf with respect to Operator's Activities. It shall be the responsibility of Operator to maintain close supervision over Operator's employees to ensure high quality products, services, and facilities are consistently provided in a safe, secure, efficient, courteous, prompt, and professional manner.

Operators shall have in its employ, on duty, and be immediately available during hours of operation, properly trained and qualified employees in such numbers as are required to comply with these Minimum Standards and to meet the reasonable demands of customers for each of the Operator's Activities.

Employee Conduct and Training. Operators shall control and be responsible for the conduct, demeanor, and appearance of their employees, who shall be trained by Operators and who shall possess such technical qualifications and hold such certificates of qualification as may be required in carrying out assigned duties. It shall be the responsibility of Operators to maintain close supervision over their employees to assure a high standard of service to Operator's customers.

Aircraft, Vehicles and Equipment. The Aircraft, vehicles, and equipment required by these Minimum Standards must be fully operational, in compliance with applicable federal, state, and local law, and capable of conducting the Operator's Activities and providing the products and services offered in a manner consistent with the intended use. Aircraft, vehicles, and equipment may be unavailable, from time to time, on a temporary basis, for a reasonable time, for routine or emergency maintenance provided that:

- Appropriate measures are being taken to return the Aircraft, equipment, or vehicle to service as soon as possible.
- Fully operational back-up Aircraft, equipment, and vehicle are available within a reasonable time to provide the required products or services.

Safety and Security. Operators shall designate a responsible individual for the coordination of all communications, safety and security procedures and provide point-of-contact information to the Authority, including the name of the primary and secondary contacts. One of the contacts must be available by telephone on a 24-hour basis. Operators shall develop and maintain a Security Plan for their Leased Premises and the Activities conducted that complies with the following:

- The Operator's Security Plan shall be submitted to the Authority for review no later than thirty (30) calendar days before the Operator is scheduled to commence Activities at the Airport and shall resubmitted their Plan to the Authority after any revision.
- Upon request, Operators that are required to comply with a Transportation Security Administration (TSA) security program must demonstrate written compliance to the Authority including providing the Authority within 24 hours copies of all relevant and applicable TSA required documentation.
- Operators must comply with applicable reporting requirements as established by the Authority, FAA, TSA, and all agencies having jurisdiction.
- Operators shall develop and maintain a Safety Plan for Operator's Leased Premises and Activities that complies with the Rules and Regulations for the Airport.
- Operators, their officers, managers, and employees working at the Airport shall always display a valid Airport Security Badge issued by the Authority.

Hours of Operation. The hours of operations that are to be provided to the public and the contact information for after-hours services shall be clearly posted in public view using appropriate and professional signage. Unless otherwise stated in these Minimum Standards, Operator's products, services, and facilities shall be continuously offered and available to meet reasonable demand of customers for a minimum of

eight hours per day during normal business hours Monday through Friday, excluding holidays or as otherwise specified in the Operator's Agreement. Unless otherwise stated in these Minimum Standards, Operator's products and services shall be available to the public at all other times on-call and after-hours, with response time not to exceed one (1) hour. Operators shall provide good, prompt, and efficient service on a fair, reasonable, and non-discriminatory basis to all users of the Airport adequate to meet all reasonable demands for its services at the Airport.

Product, Service, and Pricing. The Operator shall furnish good, prompt, and efficient service on a fair, reasonable, and non-discriminatory basis to all users of the Airport adequate to meet all reasonable demands for its services at the Airport. Operator may provide reasonable discounts, rebates, or other similar types of price reductions based on the class of Airport user or the volume purchased. In the event of a complaint and upon request by the Authority or any customer, Operator shall provide a schedule of product, service, and facility pricing within 24 hours. In addition to identifying the Operator's product, service, and facility pricing, the schedule shall identify any discounts or rebates for volume purchases, or other similar types of price reductions offered by Operator.

Non-Discrimination. Operator shall (1) provide products, services, and facilities on a reasonable, and not unjustly discriminatory basis to all Airport users and (2) not charge unjustly discriminatory prices for any product, service, or facility. Operator may provide reasonable discounts, rebates, or other similar types of price reductions based on the class of Airport user or the volume purchased. In the event of a complaint and upon request by the Authority or any customer, Operator shall provide a schedule of product, service, and facility pricing within 24 hours. In addition to identifying the Operator's product, service, and facility pricing, the schedule shall identify any discounts or rebates for volume purchases, or other similar types of price reductions offered by Operator.

Enforcement of Minimum Standards. In the event an Operator fails to comply with these Minimum Standards, the Authority shall send a written notice of violation to such Operator at its last known address. The Person shall have five (5) calendar days to (a) provide a written statement to the Authority explaining why the violation occurred and when the violation was corrected or (b) when and how the violation will be corrected. The Authority, in its sole discretion, shall have the right to immediately revoke or suspend the Operator's privilege to conduct Activities at the Airport, as the Authority deems necessary to correct the violation or prevent further violations. Any violation shall be considered at any time the Operator applies or otherwise requests approval from the Authority to conduct Activities at the Airport. The Operator shall pay for any costs incurred by the Authority to cure any violation caused by the Operator, including but not limited to, attorney fees, witness fees, and court costs.

Taxes and Expenses. Operator shall meet all expenses and payments in connection with their Agreement with Authority, including licenses, taxes, or permits required by law in the normal course of business. Operator shall, at its sole cost and expense, pay all taxes, fees, and other charges, that may be levied, assessed, or charged by any duly authorized agency relating to the Operator's Activities conducted at the Airport and in connection with its Agreement with the Authority. Operator may, however, at its sole expense and cost, contest any tax, fee, or assessment. The Authority may enforce the payment of any rent, fee, or other charge due to the Authority from an Operator by any means provided by law.

Vendors and Suppliers. Operators shall have the right to choose, at their sole discretion, their vendors, and suppliers, operating in compliance with these Standards.

On-Airport Signage. Operators may not advertise or place signage on the Airport or the Operator's leased premises unless specifically granted said rights in their Agreement with the Authority.

ARTICLE 11 **GENERAL INSURANCE REQUIREMENTS**

Overview of Insurance. All Operators shall procure, pay for, and maintain with insurance carriers rated A or better by Best's, insurance of the types and in the minimum limits established by Authority, for the type of Aeronautical Activity in which the Operator will be engaged. If more than one Aeronautical Activity is proposed

or conducted, minimum limits may be cumulative. Because of the many variables and combinations, insurance requirements will be reviewed and revised on an individual basis at the time of an Applicant's Application, during Agreement negotiations, and throughout the term of the Agreement.

All insurance shall be acquired and maintained with responsible companies approved by Authority and authorized to do business in the State of Florida. All liability insurance policies shall provide a severability of interest provision. Required insurance coverage and limits shall be evidenced by properly executed certificates of insurance. Each certificate shall be an original, signed by the authorized representative of the insurance company shown on the certificate with proof that he/she is an authorized representative thereof attached. All insurance policies shall be primary coverage performable in Sarasota and Manatee Counties, Florida, and shall be construed in accordance with the laws of the State of Florida.

Insurance coverage and limits required herein are designed to meet uniform requirements of the Authority. They are not designed as a recommended insurance program for the Applicant or Operator. Applicant and Operators alone shall be responsible for the sufficiency of his insurance program. In the event the Authority determines that the insurance limits herein are inadequate, the Authority may modify said limits. If the insurance limits are modified, Applicant or Operator shall have thirty (30) days after receipt of written notice from the Authority to modify its insurance limits to meet the new requirements.

If any liability insurance required herein is issued or renewed on a "claims made" form as opposed to the "occurrence" form, the retroactive date for coverage shall be no later than the commencement date of the Agreement and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims (tail coverage) shall be unlimited. Required coverage shall be issued as required by law and shall be endorsed, where necessary, to comply with these Minimum Standards. Submissions required by this Article shall be delivered to:

Properties Department
Sarasota Manatee Airport Authority
Sarasota Bradenton International Airport
6000 Airport Circle, Third Floor
Sarasota, Florida 34243-2105

The value and types of insurance shall conform in all cases to the following minimum requirements set forth in these Standards with the use of Insurance Service Office (ISO) policies, forms, and endorsements or broader where applicable.

Certificates of Insurance. Certificate of Insurance must be filed with and approved by the Authority prior to any Activity being conducted by the Applicant or the Operator at the Airport, which certificates shall state thereon the limits, coverages and endorsements required herein. All certificates shall provide for thirty (30) days prior written notice, by registered or certified mail, return recipient requested, to the Authority prior to renewal, non-renewal, cancellation, reduction in policy coverages, or other alteration including, but not limited to, revisions, replacements, suspensions, increases or cancellations of coverage, underwriters, exclusion, values, or limits. In any such case, Operator shall take immediate steps to reinstate any cancellation, reduction, or alteration that fails to comply with these Standards. If at any time the Authority requests a written statement from the Operator's insurance company as to any impairments to the aggregate limit, the Applicant and/or Operator shall promptly authorize and have such statement delivered to Authority. The Applicant or Operator shall make up any impairment when known to it. All Applicants and Operators authorizes the Authority to confirm all information furnished to the Authority, as to compliance with the insurance requirements herein, with Applicant or Operator's insurance agents, brokers, and insurance carriers. All insurance coverage of Applicants and Operators shall be primary as regards any insurance or self-insurance program carried out or approved by the Authority.

Renewal certificates of insurance shall be provided to the Authority a minimum of thirty (30) days prior to renewal. Thereafter, the Operator shall provide certificates of insurance to the Authority every twelve (12) months and prior to any alteration defined above. The certificate holder's name and address shall include:

“Sarasota Manatee Airport Authority, an Independent Special District of the State of Florida, its Commissioners, Officers, Employees, and Agents, 6000 Airport Circle, Sarasota, Florida 34243

Companies issuing required insurance policies shall have no recourse against the Authority for payment of premiums or assessments for any deductibles. These costs shall be the sole risk and responsibility of the Operator. Certificates of insurance for the coverages required by these Minimum Standards shall be delivered to the Authority prior to the execution of any Agreement with the Authority. The Authority’s acceptance of delivery of any policy or certificate of insurance evidencing the Applicant’s or Operator’s insurance coverages and limits and does not constitute approval or agreement by the Authority that the insurance requirements herein have been met or that the insurance policies shown in any certificate of insurance adhere to the requirements herein.

Additional Insured Endorsement. Operators shall endorse the Authority as an “Additional Insured” on each insurance policy with respect to liability arising out of Activities performed by or on behalf of the Operator, including the premises owned, leased, occupied, or used by the Operator, vehicles, equipment, and Aircraft owned, leased, hired, borrowed, or operated by the Operator. Such insurance shall provide primary coverage and shall not seek any contribution from any insurance or self-insurance carried by the Authority, except for Worker’s Compensation policies.

The additional insured endorsement, as to the interest of the Authority, shall not be invalidated by any act or neglect or breach of contract of the Operator. Any failure to comply with reporting or other provisions of the policies, including any breach of warranty, shall not affect coverage provided to the Authority and/or the Authority Board, individually and collectively, and its representatives, officers, employees, and agents. The Operator insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the aggregate limits of the insurer’s liability.

Operators that sublease Land and/or Improvements shall be required to secure coverage by means of 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 state as follows:

“Sarasota Manatee Airport Authority, a Political Subdivision of the State of Florida, its Commissioners, Officers, Employees, and Agents, 6000 Airport Circle, Sarasota, Florida 34243.

Loss Payee Endorsement. Operators 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 as follows:

“Sarasota Manatee Airport Authority, an Independent Special District of the State of Florida, its Commissioners, Officers, Employees, and Agents, 6000 Airport Circle, Sarasota, Florida 34243.

Commercial General Liability/Airport Liability. Commercial General Liability/Airport Liability insurance, including premises and operations, personal injury, Agreement requirements, and independent contractors, including completed operations limits of coverage shall not be less than:

- Combined single limit,
bodily injury, personal injury and
property damage liability ~~\$1,000,000~~\$5,000,000 each occurrence

Commercial Automobile Liability. Commercial Automobile Liability Insurance shall be maintained in accordance based on the following operating requirements:

Outside the AOA. Automobile Liability Insurance shall be maintained as to ownership, maintenance, and use of “all vehicles” which are tagged and used on airport outside the AOA with limits not less than:

- Bodily Injury Liability \$1,000,000 each person,

- Property Damage Liability \$1,000,000 each occurrence
\$1,000,000 each occurrence

Inside the AOA. Automobile liability insurance shall be maintained as to ownership, maintenance, and use of “all vehicles” which are tagged and used on airport inside the AOA with limits not less than:

- Bodily Injury Liability _____ \$5,000,000 each person
\$5,000,000 each occurrence
- Property Damage Liability _____ \$5,000,000 each occurrence

All Risk Property, Flood and Windstorm Insurance. Property, Wind, & Flood Insurance, including earthquake, subject to reasonable deductibles approved by the Authority, is required for all constructed, leased, or subleased buildings, structures, and facilities as follows.

- 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 Operator as well as Operator’s contents located on the leased 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 and 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.
- 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 Operator as well as Operator’s contents, located on the leased premises, or the maximum amount available from the National Flood Insurance Program. This coverage shall be provided on a primary basis.
- 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 Operator as well as Operator’s contents, located on the leased premises, or the maximum amount available under the Florida Windstorm Underwriting Association. This coverage shall be provided on a primary basis.

Worker’s Compensation and Employer’s Liability. Worker’s Compensation and Employer’s Liability insurance shall be maintained in accordance with federal law and the statutes and regulations of the State of Florida including employer’s liability.

Excess Liability Insurance. Excess Liability insurance if used to reach the limits of liability required, shall not be less than One Million-Five Million Dollars (\$5,000,000) combined single limit each occurrence and aggregate where applicable for bodily injury, personal injury, and property damage liability.

Waiver of Subrogation. Operators shall provide a Waiver of Subrogation in favor of the Authority for each policy required to be maintained or maintained by Operator pursuant to or in connection with Operator’s Period or Agreement with the Authority. When required by the insurer, or if a policy condition does not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, the Operator 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 an Operator enter into such an agreement on a pre-loss basis.

Multiple Services. When an Operator engages in more than one Activity at the Airport, these General Insurance Requirements, and the insurance requirements specific to each Activity defined in these Minimum Standards, must be maintained throughout the term of any Agreement with the Authority.

ARTICLE 12
NOTICE OF INDEMNIFICATION

All Operators will be required to execute a separate indemnification contained in the Agreement or Permit issued by the Authority, which indemnification shall obligate the Operator to defend, indemnify, save, protect, reimburse, and hold harmless the Authority, its Board commissioners, officers, employees, and agents, individually and collectively, from and against any and all actual or alleged claims, demands, damages, expenses, costs, and fees including, but not limited to, legal, professional, expert, court and escrow fees, fines, environmental costs, and/or penalties, collectively referred to as costs, which costs may be imposed upon, claimed against, incurred or suffered by the Authority and which, in whole or in part, directly or indirectly, arising from or are in any way connected with any of the following, except to the extent resulting from the Authority's gross negligence or willful misconduct: (a) any act, omission, or negligence of Operator or Operator's partners, officers, directors, employees, contractors; agents or invitees, (b) any use or occupation, management, or control of the Operator's Leased Premises, whether or not due to Operator's own act or omission; (c) any condition created in or about the Operator's Leased Premises at any time during the term of an Agreement with the Authority; and (d) any breach, violation, or nonperformance of the Operator's obligations under any Agreement with the Authority.

In the event of a violation of environmental law, rules, or regulation, attributable to any Operator, Operator's Activities, employees, contractors, vendors, suppliers, or agents, the Operator will be required to assume full responsibility for any such violation and indemnify, release, defend, save, protect, and hold harmless the Authority and its Board commissioners, officers, employees, contractors, and agents individually and collectively.

In the event a party indemnified hereunder is responsible, in part, for the loss, the indemnitor will not be relieved of the obligation to indemnify. In any such case, liability shall be shared in accordance with the State of Florida's principles of comparative fault. Nothing herein shall constitute a waiver of any protection available to the Authority, its commissioners, officers, employees, contractors, and agents, individually and collectively, under the State of Florida's governmental immunity act or similar statutory provision.

ARTICLE 13
FIXED BASE OPERATOR

A Fixed Base Operator (FBO) is engaged in conducting multiple Aeronautical Activities and multiple services such as the sale of aviation fuel and lubricants, parking and storage of Aircraft, Aircraft maintenance and other general aviation services. All FBO Operators shall comply with all General Requirements of these Minimum Standards and the Minimum Standards included in this Article.

Minimum Services. All Operators are required to provide the following services to the public.

<u>Services</u>	<u>Notes</u>
<u>Aviation Fuels and Lubricants</u>	<u>Provided by FBO</u>
<u>Aircraft Ground Handling</u>	<u>Provided by FBO</u>
<u>Aircraft Parking and Storage</u>	<u>Provided by FBO</u>
<u>Concierge Services</u>	<u>Provided by FBO</u>
<u>Courtesy Transportation</u>	<u>Provided by FBO</u>
<u>Baggage Handling</u>	<u>Provided by FBO</u>
<u>Aircraft Maintenance and Repair</u>	<u>Provided by FBO or SASO</u>
<u>On Demand Aircraft Charter</u>	<u>Provided by FBO or SASO</u>
<u>Catering Services</u>	<u>Provided by FBO or SASO</u>
<u>Cabin Oxygen</u>	<u>Provided by FBO or SASO</u>

~~Aircraft sales or factory authorized service center.~~

~~Flight instruction-
Aircraft Rental~~

Aviation Fuels. All Operators shall offer for sale, deliver, and dispense upon request, the following aviation fuels, and lubricants.

<u>Fuels and Lubricants</u>	<u>Notes</u>
<u>Jet fuel</u>	<u>Shall comply with ASTM D 1655</u>
<u>Avgas</u>	<u>Shall comply with ASTM D 1910</u>
<u>Lubricants</u>	<u>Engine oils, hydraulic fluids, and corrosion inhibitors</u>
<u>Response Times</u>	<u>Thirty (30) minutes during Standard Hours of Operation One (1) hour after hours of operation</u>

Fuel Storage. All Operators shall provide above ground fuel storage facilities for aviation fuels in the minimum capacity at a storage area approved by the Authority.

<u>Capacity and Storage</u>	<u>Gallons</u>	<u>Notes</u>
<u>Jet Fuel</u>	<u>24,000</u>	<u>With the capability to expand</u>
<u>Avgas</u>	<u>12,000</u>	
<u>Waste Fuel</u>		<u>Ads required by local rules and regulations</u>

~~**Fuel Farm Storage Facilities.** Operator shall construct above ground fuel farm storage facilities for aviation fuels in the minimum capacity of at least ten thousand (10,000) gallons of aviation gasoline and twenty thousand (20,000) gallons of turbine fuel in a storage area to be designated by Authority. Construction or alteration of storage and distribution facilities shall be approved by Authority in advance and in writing, and shall meet all applicable safety standards and regulations of the aviation fueling industry, Department of Environmental Protection, the NFPA, and the Authority's Airport Certification Manual and shall be acceptable to the FAA. Authority and other appropriate governmental agencies may inspect these facilities at any time to assure compliance with established standards.~~

Fueling Equipment. All Operators shall provide and maintain the following minimum fueling equipment:

<u>Fueling Equipment</u>	<u>Gallons</u>	<u>Notes</u>
<u>Jet Fuel Metering</u>		<u>Shall include bottom loading capabilities</u>
<u>Jet Fuel Vehicles</u>	<u>One 5,000 Two 3,000</u>	<u>One Vehicle shall have over-the-wing and single point Aircraft capability</u>
<u>Avgas Metering</u>		<u>Shall include bottom loading capabilities</u>
<u>Avgas Vehicles</u>	<u>One 750</u>	<u>One readily available backup vehicle is required</u>
<u>Self-Serve Facility</u>	<u>Optional</u>	<u>Self-serve facility may be substituted for one vehicle. Facility shall: (a) be constructed or installed in a location approved by the Authority, (b) be available for public use, and (c) provide detailed instructions for safe operation, telephone, emergency shut-off, fire extinguisher, and fuel spill kit.</u>

Regulatory Compliance. Installation, construction or alteration of all fuel storage and distribution facilities and equipment shall be approved in advance and in writing by the Authority and shall comply with all applicable safety standards and regulations of the FAA, Department of Environmental Protection, the NFPA, the Authority’s Airport Certification Manual, and in all applicable federal, state, and local rules and regulations. The Authority and other appropriate governmental agencies may inspect these facilities at any time to assure compliance with all applicable established standards.

All Operators shall demonstrate that arrangements have been made with a reputable fuel supplier for the delivery of fuels in the quantities necessary to meet the peak demands of customers. Ensuring the quality and quantity of fuel is the sole responsibility of the Operator. The Operator shall provide the Authority with a written Spill Prevention, Control, and Countermeasures (SPCC) Plan that meets all legal requirements for FBO fuel storage facilities, equipment, and services. An updated copy of the SPCC Plan shall be filed with the Authority at least thirty (30) days prior to any change in operations.

Fueling Reporting. On or before the 5th calendar day of each month, FBOs shall: (a) provide a summary report to the Authority identifying the prior month gallons of fuel: (i) delivered to the FBO’s fuel storage facility, and (ii) dispensed by the FBO to customers at the Airport, and (iii) pay to the Authority all flowage fees due. Upon request by the Authority, Operators shall make available to Authority or its designated representative all meters and records for inspection. In the event of a discrepancy between the amount of aviation fuel purchased, delivered, or dispensed, the greater amount shall prevail, and the Operator shall promptly pay all additional fees due the Authority, if any, plus interest on the unpaid balance at an annual rate of eighteen percent (18%) per annum from the date originally due.

Ground Handling Equipment and Services. All Operators shall provide directly, from an MRO or SASO the following ground handling equipment and services at the Airport.

<u>Equipment and Services</u>	<u>Notes</u>
<u>Marshalling</u>	<u>Aircraft arriving and departing the FBO Premises</u>
<u>Towing Vehicles</u>	<u>Aircraft arriving and departing the FBO Premises</u>
<u>Oxygen and Nitrogen</u>	<u>Minimum Standards for Aircraft Maintenance Apply</u>
<u>Compressed Air</u>	<u>Minimum Standards for Aircraft Maintenance Apply</u>
<u>Lavatory Service</u>	<u>Minimum Standards for Aircraft Maintenance Apply</u>
<u>Potable Water</u>	<u>Minimum Standards for Aircraft Maintenance Apply</u>
<u>International Refuse</u>	<u>Provided by U.S. Customs and Border Patrol</u>
<u>Ground Power</u>	<u>Current (DC) and Alternating Current (AC)</u>
<u>Fuel Spill Kits</u>	<u>Shall Comply with approved SPCC Plan</u>
<u>Dry Chem Fire Extinguishers</u>	<u>As required by the Authority or at law</u>

Passenger and Crew Services. All Operators shall provide the following passenger and crew equipment and services:

<u>Equipment and Services</u>	<u>Standard</u>	<u>Notes</u>
<u>Ramp Vehicles or Golf Carts</u>	<u>1</u>	<u>Minimum four passenger</u>
<u>Courtesy Vehicles</u>	<u>1</u>	<u>Minimum four passenger</u>
<u>Crew Cars</u>	<u>1</u>	<u>Minimum four passenger</u>

Leased Premises. All Operators shall lease or construct sufficient Land and Improvements to accommodate all the Operator’s Activities including not less than the following:

<u>Leased Premises</u>	<u>Square Feet</u>	<u>Notes</u>
<u>Land</u>	<u>653,400</u>	<u>Includes building, aprons and fueling facilities</u>
<u>Terminal</u>	<u>10,000</u>	
<u>Terminal Apron</u>	<u>200,000</u>	
<u>Terminal Customer Service</u>	<u>2,000</u>	<u>Includes lobby, passenger lounge, crew lounge, conference room, kitchen, and restrooms</u>
<u>Terminal Line Service</u>	<u>1,000</u>	
<u>Terminal Offices</u>	<u>1,000</u>	<u>Includes dedicated space for offices, work areas, and storage</u>
<u>Aircraft Hangar</u>	<u>340,000</u>	<u>Aircraft and Maintenance Hangars may combined 40,000 SF Hangar</u>
<u>Aircraft Hangar Apron</u>	<u>340,000</u>	
<u>Aircraft Hangar Door</u>	<u>20' by 80'</u>	<u>Linear feet</u>
<u>Paved Aircraft Tiedowns</u>	<u>20</u>	
<u>Maintenance Hangar</u>	<u>10,000</u>	<u>Clear span structure required</u>
<u>Maintenance Hangar Apron</u>	<u>10,000</u>	
<u>Maintenance Hangar Door</u>	<u>20' by 80'</u>	<u>Linear feet</u>
<u>Hangar Maintenance Area</u>	<u>2,000</u>	<u>Includes work areas, shop areas, parts, and equipment storage</u>
<u>Hangar Customer Service Area</u>	<u>1,000</u>	<u>Direct access to Terminal Customer Service Area required</u>

~~**Hangars and Other Buildings.** Operator shall construct hangar facilities located adjacent to the Aircraft Apron required herein providing at least thirty five thousand (35,000) square feet of inside Aircraft storage space. Operator shall provide at least four thousand (4,000) square feet of terminal space for offices, pilot lounge, public lounge and waiting room, pilot briefing room, pilot sleep room, classrooms for flight training, public restrooms and public telephones. Operator shall provide at least seven thousand (7,000) square feet of inside Aircraft maintenance and repair shop(s) and spare parts storage.~~

~~**Aircraft Apron.** Operator shall provide at least two hundred thousand (200,000) square feet of Aircraft parking Apron within its leasehold.~~

~~**Tie-Down Spaces.** Operator shall provide at least forty (40) Aircraft tie-down spaces.~~

Taxiway Access. All Operators shall provide paved access from its facilities to the Airport's taxiway system. All taxiway accesses shall meet all applicable Authority and FAA design and construction standards for the largest Aircraft type expected to use the Operator's facilities.

Vehicle Parking. All Operators shall provide within its leasehold at least fifty (50) paved vehicle parking spaces, or as required by applicable Federal, State, or local codes and regulations, whichever is greater. On-street and off-street vehicle parking shall not be permitted except in marked vehicle parking spaces.

Hours of Operation. All Operators shall have its Aircraft fueling and passenger, crew, and Aircraft ground handling services, support, and amenities continuously available to the public seven (7) days a week (including holidays) twenty-four (24) hours a day. The Operator shall have its business open and available to the public no less than eight hours a day, seven days per week (five days per week for Aircraft Maintenance and Repair; on call 24 hours/7 days per week) to meet the demands of customers for these Services, but not less than the following:

<u>Hours of Operation</u>	<u>Standard</u>	<u>Notes</u>

<u>Hours of Operation</u>	<u>Standard</u>	<u>Notes</u>
<u>24 Hours/Day, 7 Day/Week, 365 Days/Year</u>	<u>Daily 0500-2200</u>	<u>Standard Hours required on all weekends and holidays. After-hours response time not to exceed one (1) hour</u>

All Operators shall comply with all Aircraft Maintenance employee requirements of these Minimum Standards. All Operator's shall be open for business, and services shall be continuously available to the public at reasonable rates to meet reasonable demands of the public as required in this Article. After hour fees are permitted provided such fees do not exceed twice the normal fee or as otherwise deemed commercially reasonable by the Authority. If the Authority is required to respond on behalf of the Operator, Authority may assess the Operator an afterhours fee not to exceed three (3) times the normal fee or as otherwise deemed commercially reasonable by the Authority.

Fuel Safety Precautions. All Operators shall conduct all fueling Activities in accordance with the Airport Rules and Regulations, NFPA code, Department of Environmental Protection rules and regulations, the Authority's Standard Operating Procedures, and industry best practices.

Personnel. All Operators shall employ, contract, or otherwise have on duty during the required hours of operation, an adequate number of properly qualified and licensed personnel to provide the level of service commensurate with the Aeronautical Activities offered by Operator, and as required by these Standards. Operator's office shall be attended by Operator's personnel while the facility is open for business. Cross-utilization of Operator's personnel between Activities performed will be permitted to the extent that personnel qualifications and licensing requirements are met, and providing the standard for personnel is maintained as follows:

- All fuel service personnel shall be suitably uniform with the name of the Operator prominently displayed thereon. Personnel for other Activities conducted and services offered shall meet the requirements for the specific categories as specified in these Standards.
- The Operator, when requested by the Authority, shall provide a listing of designated fuel service employees, their training documentation, and their work hours.

Operator's employees, contractors, agents, and representatives while on duty, shall be clean, neat in appearance, and always properly uniformed. Uniforms shall identify the name of the Operator. Operator's management and administrative employees shall not be required to be uniformed but shall wear Authority approved identification. All Operators shall have the following properly trained and qualified employees on each shift for Aircraft fueling, Aircraft ground handling services, and passenger and crew services, as follows:

<u>Personnel</u>	<u>Standard</u>	<u>Notes</u>
<u>A&P Mechanic</u>	<u>1</u>	<u>Certificated by F.A.A. available during Standard Hours of Operation from FBO, MRO or SASO</u>
<u>Line Service Technicians - Days</u>	<u>3</u>	<u>All technicians shall be trained in an F.A.A. fire safety program per 14 CFR Part 139.321.</u>
<u>Line Service Technicians - Evenings</u>	<u>2</u>	<u>All technicians shall be trained in an F.A.A. fire safety program per 14 CFR Part 139.321. One service technician on call after hours</u>
<u>Customer Service Rep</u>	<u>1</u>	<u>An LST may fulfill CSR role unless the LST is performing duties off the Leased Premises.</u>

Operating Procedures. All Operators shall develop and maintain and keep up to date standard operating procedures (SOP) that shall include, at a minimum, a training plan, fuel quality assurance procedures and

associated record keeping, emergency response procedures to fuel spills and fires, and Aircraft ground handling procedures. All Operator SOPs shall address: (a) regular safety and security inspections, (b) bonding and fire protection, (c) public protection, and (d) marking, labeling, and controlling access to refueling vehicles, fueling equipment, and fuel storage facilities.

All Operator SOP shall be submitted to the Authority no later than thirty (30) days before the Operator's Activities are scheduled to commence and shall be resubmitted any time changes are made. Fuel storage facilities and refueling vehicles shall be equipped and maintained as required by the Operator's SOP and shall comply with applicable legal requirements and industry best practices including, without limitation, those prescribed by:

- National Fire Protection Association (NFPA) Codes.
- 14 CFR Part 139, Airport Certification, Section 139.321 "Handling/Storing of Hazardous Substances and Materials".
- Applicable Advisory Circulars (ACs) including AC 00-34 series Aircraft Ground Handling and Servicing, AC 150/5210 series Painting, Marking and Lighting of Vehicles Used on an Airport, and AC 150/5230 series Aircraft Fuel Storage, Handling, and Dispensing on Airports.

Aircraft Removal. All Operators shall be equipped upon request by the Authority, Aircraft owners, or Aircraft operator to aid in the removal of any Design Group I and Group II Aircraft from any location on the Airport. All Operators shall prepare an Aircraft removal plan and always have the necessary equipment readily available onsite.

Salvage Operations. Operators shall not store Aircraft, vehicles, or equipment for salvage operations.

Contracted MRO or SASO. Operators may execute an agreement with a qualified MRO or SASO to provide approved Activities on the Operator's Leased Premises provided the MRO or SASO complies with all applicable Minimum Standards. Operators shall provide the Authority with a list of all MRO and SASO agreements. The list shall be kept current for the Authority by the Operator and include the MRO and SASO's name, address, telephone number, and the Activities provided by each.

Insurance Requirements. In addition to the General Insurance Requirements required by these Minimum Standards, all Operators shall provide and maintain the following insurance.

- **Commercial General Liability or Airport Liability.** Commercial General Liability/Airport Liability insurance, with no exclusion relating to Aircraft, including coverage for, but not limited to, Premises Operations, Products Completed Operations, Contractual Liability, Personal Injury Liability, Advertising Injury Liability and Cross Liability, which limits of coverage shall not be less than combined single limit, bodily injury, personal injury, and property damage liability of Five-Ten Million Dollars (\$10,000,000) for each occurrence. This coverage shall be provided on a primary basis by companies authorized to do business in the State of Florida.
- **Hangar Keeper's Liability.** Hangar keeper's Liability Insurance providing insurance for property damage to Aircraft that are the property of others while in the care, custody, or control of FBO in an amount not less than Five-Ten Million Dollars (\$10,000,000) per Aircraft and Five-Twenty Million Dollars (\$20,000,000) per occurrence. This coverage shall be provided on a primary basis.
- **Storage Tank/Environmental Liability.** Storage Tank/Environmental Liability with not less than One Million Dollars (\$1,000,000) per occurrence combined single limit providing coverage for damages against bodily injury and property damage including contamination, clean-up costs, and corrective action damages at each location and One-Two Million Dollars (\$2,000,000) annual aggregate providing coverage for damages against, but not limited to, third-party liability, clean up, corrective action including assessment, remediation, and defense costs. This coverage shall be provided on a primary basis.

- **Commercial Auto Liability.** Commercial Automobile Liability Insurance with limits of liability not less than ~~One-Five Million Dollars (\$5,000,000)~~ each occurrence for owned, non-owned and hired automobiles. If Operator transports fuel the policy must include CA 99 48 Pollution Liability – Broadened Coverage for Covered Autos – Commercial Auto, Motor Carrier, and Truckers Coverage Forms Endorsement or equivalent. In the event Operator has no owned automobiles, Operator shall maintain only Hired & Non-Owned Auto Liability Insurance. 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.
- **Excess Liability Insurance.** Excess Liability insurance coverage with a minimum /limit of Twenty-Five Million (\$25,000,000) for all Activities to be performed by the Operator at the Airport. An Operator may satisfy the minimum limits required for Commercial General Liability/Airport Liability and/or Commercial Auto Liability and/or Environmental Impairment Liability coverage under Umbrella or Excess Liability Insurance. The Authority, its commissioners, directors, managers, employees, and agents 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.

Hearing. Applications to conduct an FBO requires a public hearing.

ARTICLE 14
AIRCRAFT MAINTENANCE AND REPAIR OPERATOR

MRO Operators are engaged in providing Aircraft maintenance and repair for Aircraft other than those owned, leased, and/or operated by the MRO Operator. All MRO Operator’s shall comply with all General Requirements of these Minimum Standards and the Minimum Standards included in this Article.

Leased Premises. All Operators shall lease or construct adequate Land and Improvements to accommodate all the Operator’s Activities, including not less than the following:

<u>Leased Premises</u>	<u>Square Feet</u>
Land	43,560
Aircraft Hangar	10,000
Aircraft <u>Hangar Apron</u>	10,000
<u>Hangar Administrative and Maintenance</u>	2,000
<u>Hangar Customer Lounge and Restrooms</u>	1,000

~~**Land.** Operator shall lease from Authority an area of not less than 87,120 square feet (two acres) of Land to provide space for: hangars and other buildings; paved private vehicle parking; paved Aircraft Apron; paved pedestrian walkway; surface water management; and all storage, utilities, and support facilities.~~

~~Operator shall lease from Authority an area of not less than 87,120 square feet (two acres) of Land to provide space for: hangars and other buildings; paved private vehicle parking; paved Aircraft Apron; paved pedestrian walkway; surface water management; and all storage, utilities, and support facilities.~~

~~**Hangars and Buildings.** Operator shall construct hangar facilities providing at least ten thousand (10,000) square feet of Aircraft storage space, and at least one thousand (1,000) square feet of office, public lounge, public restroom, and public telephones.~~

Taxiway Access. All Operators shall provide paved access from its facilities to the Airport’s taxiway system. The paved taxiway access shall meet all applicable Airport and FAA standards for the largest Aircraft type anticipated to be used in Operator’s facility.

Vehicle Parking. All Operators shall provide within its leased premises at least ten (10) paved vehicle parking spaces, or the number of parking spaces required by applicable federal, state, or local law, whichever is greater. On-street and off-street vehicle parking shall not be permitted except in marked vehicle parking spaces.

Aircraft Removal. All Operators shall be equipped upon request by the Authority, Aircraft Owner, or Aircraft Operator to aid in the removal of any Design Group I and Group II Aircraft from any location on the Airport. All Operators shall prepare an Aircraft removal plan and have always readily available and on-hand the necessary vehicle, tools and equipment required.

Aircraft Defueling. All Operators shall provide Aircraft defueling and refueling. All Operator employees engaged in defueling and refueling shall be trained in an FAA approved fire safety program per 14 CFR Part 139.321. All Operators shall have adequate and proper defueling and refueling vehicles and equipment and provide the Authority with an SPCC Plan for defueling and refueling in conformance with these Minimum Standards. Defueling and refueling of Aircraft by Operators shall not be construed to authorize Operators to engage in the sale or dispensing of fuels to the public at the Airport, which Activity is reserved by these Minimum Standards for FBO Operators only.

Salvage Operations. Operators shall not store Aircraft, vehicles, or equipment for salvage operations.

Certificates. If an Operator is a FAR Part 145 approved Repair Station, the Operator shall provide a copy the certification to the Authority and display a copy in the certification in the Operator's customer service area.

Hours of Operation. All Operators shall have its business open and available for service to the public not less than eight (8) hours a day, five (5) days a week. Operators shall make provision for someone to always be in attendance during all hours of operations. Operators shall also provide mechanical services during off-hours, nights, and holidays, through an "on call" system, answering service, or other automated communication system.

Licenses and Certificates. If an Operator is a FAR Part 145 approved Repair Station, the Operator shall provide a copy the certification to the Authority and display a copy in the certification in the Operator's customer service area.

Hours of Operation. All Operators shall have its business open and available for service to the public not less than eight (8) hours a day, five (5) days a week. Operators shall make provision for someone to always be in attendance during all hours of operations. Operators shall also provide mechanical services during off-hours, nights, and holidays, through an "on call" system, answering service, or other automated communication system.

Safety Precautions. All Operators shall conduct all maintenance and repair Activities in accordance with the Airport Rules and Regulations, NFPA code, Department of Environmental Protection rules and regulations, the Authority's Standard Operating Procedures, and industry best practices.

Personnel. If an Operator is not certificated as a Repair Station, as defined by 14 CFR Part 145, the Operator shall provide the following minimum number of employees who shall be available during all required hours of operation:

<u>Personnel</u>	<u>Standard</u>	<u>Notes</u>
<u>A&P Mechanics</u>	<u>2</u>	<u>A&P Mechanic may fulfill role of</u>
<u>Customer Service Rep (CSR)</u>	<u>1</u>	<u>CSR unless Mechanic is off the Leased Premises.</u>

If the Operator is not certificated as a Repair Station, as defined by 14 CFR Part 145, and is providing Aircraft inspections, one (1) A&P Mechanic shall possess FAA Inspection Authorization for each Inspection Technique performed.

Equipment. All Operators shall provide and have readily available all tools and equipment required for the Activities conducted in accordance with the manufacturer's specifications and all applicable rules and regulations.

Insurance Requirements. In addition to the General Insurance Requirements required by these Minimum Standards, all Operators shall maintain the following insurance:

- **Commercial General Liability or Airport Liability.** Commercial General Liability/Airport Liability insurance, with no exclusion relating to Aircraft, including coverage for, but not limited to, Premises Operations, Products Completed Operations, Contractual Liability, Personal Injury Liability, Advertising Injury Liability and Cross Liability, which limits of coverage shall not be less than combined single limit, bodily injury, personal injury, and property damage liability of Ten Million Dollars (\$10,000,000) each occurrence. This coverage shall be provided on a primary basis by companies authorized to do business in the State of Florida. This coverage shall be provided on a primary basis.
- **Hangar Keeper's Liability.** Hangar keeper's Liability Insurance providing insurance for property damage to Aircraft that are the property of others while in the care, custody, or control of the Operator in an amount not less than Ten Million Dollars (\$10,000,000) per Aircraft and Twenty Million Dollars (\$20,000,000) per occurrence. This coverage shall be provided on a primary basis.
- **Storage Tank/Environmental Liability.** Storage Tank/Environmental Liability with not less than One Million Dollars (\$1,000,000) per occurrence combined single limit providing coverage for damages against bodily injury and property damage including contamination, clean-up costs, and corrective action damages at each location and Two Million Dollars (\$2,000,000) annual aggregate providing coverage for damages against, but not limited to, third-party liability, clean up, corrective action including assessment, remediation, and defense costs. This coverage shall be provided on a primary basis.
- **Commercial Auto Liability.** Commercial Automobile Liability Insurance with limits of liability not less than Five Million Dollars (\$5,000,000) each occurrence for owned, non-owned and hired automobiles. If Operator transports fuel the policy must include CA 99 48 Pollution Liability – Broadened Coverage for Covered Autos – Commercial Auto, Motor Carrier, and Truckers Coverage Forms Endorsement or equivalent. In the event Operator has no owned automobiles, Operator shall maintain only Hired & Non-Owned Auto Liability Insurance. 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.

Hearing. Applications to conduct Aircraft Maintenance and Repair requires a public hearing.

ARTICLE 15 **AVIONICS MAINTENANCE AND REPAIR OPERATOR**

An Avionics Maintenance and Repair Operator is engaged in the sales, maintenance, repair, or alteration of one or more of the items described in 14 CFR Part 43, Appendix A, including but not limited to Aircraft radios, electrical systems, and flight instruments for Aircraft other than those owned, leased, and/or operated by or under the full and exclusive control of the Operator. All Avionics Maintenance and Repair Operators shall comply with all General Requirements of these Minimum Standards and the Minimum Standards included in this Article.

Leased Premises. All Operators shall lease or construct adequate Land and Improvements to accommodate all the Operator's Activities as required in this Article. Operators whose Activities include performing

benchwork maintenance and repairs only, where no removal or installation services are performed, the minimum leased premises requirements are as follows.

<u>Leased Premises</u>	<u>Square Feet</u>	<u>Notes</u>
<u>Administrative and Maintenance Area</u>	<u>2,000</u>	<u>Shall include dedicated space for offices, work areas, shop areas, parts, and equipment storage.</u>
<u>Customer Service Area</u>	<u>1,000</u>	<u>Shall include lounge and restrooms</u>

Operators whose Activities include performing services beyond benchwork, including removal and replacement of instruments, the minimum leased premises requirements are as follows.

<u>Leased Premises</u>	<u>Square Feet</u>	<u>Notes</u>
<u>Land</u>	<u>43,560</u>	
<u>Aircraft Hangar</u>	<u>10,000</u>	
<u>Aircraft Hangar Apron</u>	<u>10,000</u>	
<u>Administrative and Maintenance Area</u>	<u>2,000</u>	<u>Shall include dedicated space for offices, shop areas, parts, and equipment storage</u>
<u>Customer Service Area</u>	<u>1,000</u>	<u>Shall include lounge and restrooms</u>

Taxiway Access. All Operators shall provide paved access from its facilities to the Airport’s taxiway system. Such access shall meet all applicable Authority and FAA standards for the largest general aviation Aircraft type normally expected to use the Operator’s facilities.

Vehicle Parking. All Operators shall provide at least ten (10) paved vehicle parking spaces, or the number of vehicle parking spaces required by applicable federal, state, or local codes and regulations, whichever is greater, within its leased premises. On-street and off-street vehicle parking shall not be permitted except in marked vehicle parking spaces.

Licenses and Certifications. All Operators shall be properly certificated by the FAA as a Repair Station. All Operator employees shall be properly certificated by the FAA and the Federal Communications Commission, and all licenses and certifications shall be current and hold the appropriate ratings for the work being performed.

Personnel. All Operators shall employ the number of personnel required to comply with the 14 CFR Part 145, FAA Repair Station Manual.

Equipment. All Operators shall provide and have readily available all tools and equipment required to conduct the Operator’s Activities in accordance with 14 CFR Part 145, FAA-approved Repair Station Manual, the appropriate manufacturer’s specifications, and all applicable rules and regulations.

Insurance Requirements. In addition to the General Insurance Requirements required by these Minimum Standards, all Operators shall maintain the following insurance. Operators that perform benchwork maintenance and repairs only are not required to maintain Hangar Keeper’s Liability insurance.

- Commercial General Liability or Airport Liability. Commercial General Liability/Airport Liability insurance, with no exclusion relating to Aircraft, including coverage for, but not limited to, Premises Operations, Products Completed Operations, Contractual Liability, Personal Injury Liability, Advertising Injury Liability and Cross Liability, which limits of coverage shall not be less than combined single limit, bodily injury, personal injury, and property damage liability of Ten Million Dollars (\$10,000,000) each

occurrence. This coverage shall be provided on a primary basis by companies authorized to do business in the State of Florida. This coverage shall be provided on a primary basis.

- **Hangar Keeper’s Liability.** Operators whose Activities include performing services beyond benchwork shall maintain Hangar keeper’s Liability Insurance providing insurance for property damage to Aircraft that are the property of others while in the care, custody, or control of the Operator in an amount not less than Ten Million Dollars (\$10,000,000) per Aircraft and Twenty Million Dollars (\$20,000,000) per occurrence. This coverage shall be provided on a primary basis.
- **Commercial Auto Liability.** Commercial Automobile Liability Insurance with limits of liability not less than Five Million Dollars (\$5,000,000) each occurrence for owned, non-owned and hired automobiles. If Operator transports fuel the policy must include CA 99 48 Pollution Liability – Broadened Coverage for Covered Autos – Commercial Auto, Motor Carrier, and Truckers Coverage Forms Endorsement or equivalent. In the event Operator has no owned automobiles, Operator shall maintain only Hired & Non-Owned Auto Liability Insurance. 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.

Hearing. Applications to conduct Avionics Maintenance and Repair requires a public hearing.

ARTICLE 16
FLIGHT TRAINING AND AIRCRAFT RENTAL OPERATOR

A Flight Training and Aircraft Rental Operator is engaged in providing Aircraft flight training and instruction to the public, and the rental of Aircraft to conduct Aircraft flight training and instruction. All Flight Training and Aircraft Rental Operators shall comply with all General Requirements of these Minimum Standards and the Minimum Standards included in this Article.

An individual holding a current FAA Flight Instructor certificate who provides occasional flight training or instruction for an Aircraft owner with the owner’s Aircraft, is not compensated for the training or instruction, and does not solicit or offer flight training or instruction to the public, shall not be considered an Activity for purposes of these Minimum Standards.

Leased Premises. All Operators shall lease or construct adequate Land and Improvements to conduct the Operator’s Activities, but not less than the following requirements.

<u>Leased Premises</u>	<u>Square Feet</u>	<u>Notes</u>
<u>Land</u>	<u>43,560</u>	
<u>Aircraft Hangar</u>	<u>10,000</u>	
<u>Aircraft Hangar Apron</u>	<u>10,000</u>	
<u>Administrative Area</u>	<u>1,000</u>	<u>Shall include dedicated space for employee offices, shops, parts and equipment and storage.</u>
<u>Customer Service Area</u>	<u>2,000</u>	<u>Shall include classroom space for six (6) students, student lounge, and restrooms.</u>

Land. Operator shall lease from Authority an area of not less than 87,120 square feet (two acre) of Land to provide space for: hangars and other buildings; paved private vehicle parking; paved Aircraft Apron; paved pedestrian walkway; surface water management; and all storage, utilities, and support facilities.

Hangars and Other Buildings. The Operator shall construct hangar facilities providing at least five thousand (5,000) square feet of Aircraft storage space, and at least one thousand (1,000) square feet of office, public lounge, public restroom, and public telephones.

Taxiway Access. All Operators shall provide paved access from its facilities to the Airport’s taxiway system. The paved taxiway access shall meet all applicable Airport and FAA standards for the largest Aircraft type anticipated to be used in Operator’s facility.

Vehicle Parking. All Operators shall provide at least ten (10) paved automobile parking spaces, or the number of parking spaces required by applicable Federal, State, or local codes and regulations, whichever is greater, within its leasehold. On-street and off-street vehicle parking shall not be permitted except in marked vehicle parking spaces.

Aircraft. All Operators shall have available for rental or lease, either owned or under an exclusive written lease to Operator, enough Aircraft to handle the proposed scope of its operation, but not less than two (2) certified and airworthy Aircraft. At least one (1) of these Aircraft should be equipped IFR capable with four-seat capacity. Copies of all lease agreements for Aircraft leased by Operator for Operator’s use on Airport shall be provided to Authority upon request. Any Aircraft stored on the leased premises must have a written agreement that clearly establishes the fact that the services being provided are over and above that of merely Aircraft storage.

Classrooms and Equipment. All Operators shall provide classroom facilities for at least six (6) students which shall be equipped with adequate audio and visual aids for effective ground school instruction. All Operators shall provide training aids necessary to provide ground school instruction. All materials, supplies and training methods used must meet FAA requirements for the type of training offered by the Operator.

Licenses and Certifications. If the Operator is a FAR Part 141 approved flight school, the Operator shall provide Authority evidence of such FAA certification, and notify Authority should such certification lapses, not renewed, suspended, removed, or denied. All Operator’s employees performing Aircraft proficiency checks and/or flight training shall be properly certificated and current with the FAA and hold the appropriate ratings and medical certifications for the Aircraft being used and the flight training provided. All Operators shall have available at least one (1) properly certificated ground school instructor capable of providing on-demand ground school instruction sufficient to enable students to pass the FAA written examination for Private Pilot, Commercial Pilot, Air Transport Pilot, Instructor, Instrument and Multi-Engine ratings.

Personnel. All Operators shall employ and have on duty during all required hours of operation, trained personnel in such numbers as are required to meet these Standards in an efficient manner, but no less the following.

<u>Personnel</u>	<u>Standard</u>	<u>Notes</u>
<u>Customer Service Rep (CSR)</u>	<u>1</u>	<u>One Flight Instructor may fulfill the duties of the CSR unless the instructor is performing duties off the Leased Premises.</u>
<u>Certificated Flight Instructors</u>	<u>2</u>	<u>FAA certification and proper ratings required</u>
<u>Certificated Ground School Instructors</u>	<u>1</u>	<u>A Flight Instructor may serve as Ground School Instructor if certified.</u>

Hours of Operation. All Operators shall have its business open to the public no less than eight (8) hours a day, five (5) days a week. The Operator shall make provision for someone to be always in attendance in the office during the required hours of operations. Operator shall also provide “on call” services during off hours with a response time not to exceed one (1) hour.

Insurance Disclosure. All Operator conducting Aircraft rental or flight training shall post a public notice in the classroom, and incorporate within its rental and instruction agreements, that: (a) identifies the insurance coverages provided to the student and Aircraft renter by the Operator, (b) discusses when and how the insurance coverages apply, (c) indicates where additional information regarding the insurance can be obtained, and (d) advises the student and Aircraft renter that additional insurance coverage can be

purchase by the student and Aircraft renter from insurance various providers. Operators shall provide a copy of this notice to the Authority when the notice is posted and as it is amended from time to time.

Insurance Requirements. In addition to the General Insurance Requirements required by these Minimum Standards, all Operators shall obtain and maintain the following insurance:

- **Commercial General Liability or Airport Liability.** Commercial General Liability/Airport Liability insurance, with no exclusion relating to Aircraft, including coverage for, but not limited to, Premises Operations, Products Completed Operations, Contractual Liability, Personal Injury Liability, Advertising Injury Liability and Cross Liability, which limits of coverage shall not be less than combined single limit, bodily injury, personal injury, and property damage liability of Ten Million Dollars (\$10,000,000) each occurrence. This coverage shall be provided on a primary basis by companies authorized to do business in the State of Florida. This coverage shall be provided on a primary basis.
- **Commercial Auto Liability.** Commercial Automobile Liability Insurance with limits of liability not less than Five Million Dollars (\$5,000,000) each occurrence for owned, non-owned and hired automobiles. If Operator transports fuel the policy must include CA 99 48 Pollution Liability – Broadened Coverage for Covered Autos – Commercial Auto, Motor Carrier, and Truckers Coverage Forms Endorsement or equivalent. In the event Operator has no owned automobiles, Operator shall maintain only Hired & Non-Owned Auto Liability Insurance. 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.

Hearing. Applications to conduct or engage in Flight Training and Aircraft Rental requires a public hearing.

ARTICLE 17
AIRCRAFT MANAGEMENT AND CHARTER OPERATOR

An Aircraft Management and Charter Operator is engaged in the business of managing Aircraft owned by others including, but not limited to flight scheduling and dispatching, provision of flight crews, and/or coordinating Aircraft maintenance, fueling, line services, on-board services, and/or Aircraft detailing. An Aircraft Management and Charter Operator may engage in Aircraft Management only or may also engage in On-Demand Aircraft Charter, as defined in 14 CFR Part 135, or in the private carriage of passengers or property, as defined in 14 CFR Part 125. All Aircraft Management and Charter Operators shall comply with all General Requirements of these Minimum Standards and the Minimum Standards included in this Article.

Leased Premises. All Operators shall lease or construct adequate Land and Improvements to conduct the Operator’s Activities, but not less than the following minimum requirements.

<u>Leased Premises</u>	<u>Square Feet</u>	<u>Notes</u>
<u>Land</u>	<u>43,560</u>	
<u>Aircraft Hangar</u>	<u>10,000</u>	
<u>Aircraft Hangar Apron</u>	<u>10,000</u>	
<u>Administrative Area</u>	<u>1,000</u>	<u>Shall include dedicated space for employee offices, classroom, pilot briefing room, and storage.</u>
<u>Customer Service Area</u>	<u>1,000</u>	<u>Shall include customer lounge and restrooms</u>

~~**Land.** Operator shall lease from Authority an area of not less than 87,120 square feet (two acres) of Land to provide space for: hangars and other buildings; paved private vehicle parking; Aircraft Apron; paved pedestrian walkway; surface water management; and all storage, utilities, and support facilities.~~

~~**Hangars and Other Buildings.** Operator shall construct hangar facilities providing at least five thousand (5,000) square feet of Aircraft storage and at least one thousand (1,000) square feet of space for offices, classrooms, pilot briefing room, pilot and training lounge, public restrooms and public telephones.~~

Taxiway Access. All Operators shall provide paved access from its facilities to the Airport's taxiway system. The taxiway access shall meet all applicable Airport and FAA standards for the largest Aircraft type anticipated to be used by Operator in his facility.

Vehicle Parking. All Operators shall provide at least ten (10) paved vehicle parking spaces, or the number of vehicle parking spaces required by applicable Federal, State, or local codes and regulations, whichever is greater, within its leasehold. On-street and off-street vehicle parking shall not be permitted except in marked vehicle parking spaces.

Licenses and Certifications. All Operators shall provide evidence of a current FAA Part 135 Certificate or a Provisional Part 135 Certificate. All Operators shall further provide and maintain all appropriate licenses, certifications, and approvals required, including without limitation, the Pre-Application Statement of Intent, FAA Form 8400-6, the Registrations and Amendments under Part 298, OST Form 4507, and all related FAA operating certificate(s). Copies of all said Operator licenses, certifications, and approvals shall be provided to the Authority. Any time the Operator's license, certifications, or approvals are modified, the updated documentation reflecting the changes shall be immediately provided to the Authority.

Aircraft. All Operators shall provide and have based upon its leasehold not less than two (2) properly certified and airworthy Aircraft, at least one (1) of which should be a multi-engine Aircraft. Such Aircraft shall be owned by or exclusively leased to the Operator. All Aircraft should be equipped for and capable of use under instrument conditions. Copies of any lease agreements for Aircraft used by an Operator to conduct its Activities but not owned by the Operator shall be provided to Authority.

Personnel. All Operators shall employ, and have on duty during the required operating hours, such trained personnel in such numbers as may be required to meet these Standards in a safe and efficient manner, but not less than two (2) individuals that hold current FAA commercial pilot certificates with appropriate ratings to conduct the Activity offered by Operator. All flight crews shall be properly rated for the Aircraft operated. The Operator shall provide reasonable assurance of a continued availability of qualified operating crews within a reasonable notice period. If certificated to provide on-demand charter services, Aircraft Management and Charter Operators shall employ the number of employees required by 14 CFR Part 135. If certificated to engage in private carriage, as defined in 14 CFR Part 125, Aircraft Management and Charter Operators shall, at a minimum, employ the following number of employees who shall be available during operating hours:

<u>Personnel</u>	<u>Standard</u>	<u>Notes</u>
<u>Chief Pilot</u>	<u>1</u>	<u>A commercial pilot may serve as the Chief Pilot.</u>
<u>Commercial Pilot</u>	<u>1</u>	
<u>Customer Service Rep (CSR)</u>	<u>1</u>	<u>The Chief Pilot or Commercial Pilot may serve as the CSR unless off the leased premises.</u>

If an Aircraft Management and Charter Operator is not engaged in providing charter services, Operator shall at a minimum, employ the following number of employees who shall be available during required hours of operation.

<u>Personnel</u>	<u>Standard</u>	<u>Notes</u>
<u>Commercial Pilot</u>	<u>1</u>	
<u>Customer Service Rep (CRS)</u>	<u>1</u>	<u>A Commercial Pilot may serve as the CSR unless the Commercial Pilot is off the leased premises.</u>

Hours of Operation. All Operators shall have its business open and available no less than eight (8) hours a day, five (5) days a week, or as required to meet all reasonable on-demand requests for services. The Operator shall make provision for someone to be always in attendance in the office during the required

operating hours. The Operator shall also provide “on-call” services during off hours, 24 hours per day, 7 days per week, 365 days per year. After-hours, on-call response times shall not exceed one (1) hour.

Notwithstanding circumstances beyond the Operator’s control (e.g., Aircraft availability, weather, etc.), the Operator shall initiate the flight within two (2) hours of receiving a request for services.

Insurance Requirements. In addition to the General Insurance Requirements required by these Minimum Standards, the Operator shall provide and maintain the following insurance coverage.

- **Commercial General Liability or Airport Liability.** Commercial General Liability/Airport Liability insurance, with no exclusion relating to Aircraft, including coverage for, but not limited to, Premises Operations, Products Completed Operations, Contractual Liability, Personal Injury Liability, Advertising Injury Liability and Cross Liability, which limits of coverage shall not be less than combined single limit, bodily injury, personal injury, and property damage liability of Ten Million Dollars (\$10,000,000) for each occurrence. This coverage shall be provided on a primary basis by companies authorized to do business in the State of Florida.
- **Hangar Keeper’s Liability.** Hangar keeper’s Liability Insurance providing insurance for property damage to Aircraft that are the property of others while in the care, custody, or control of the Operator in an amount not less than Ten Million Dollars (\$10,000,000) per Aircraft and Twenty Million Dollars (\$20,000,000) per occurrence. This coverage shall be provided on a primary basis.
- **Commercial Auto Liability.** Commercial Automobile Liability Insurance with limits of liability not less than Five Million Dollars (\$5,000,000) each occurrence for owned, non-owned and hired automobiles. If Operator transports fuel the policy must include CA 99 48 Pollution Liability – Broadened Coverage for Covered Autos – Commercial Auto, Motor Carrier, and Truckers Coverage Forms Endorsement or equivalent. In the event Operator has no owned automobiles, Operator shall maintain only Hired & Non-Owned Auto Liability Insurance. 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.

Hearing. Applications to conduct or engage in Aircraft Management and On Demand Charter requires a public hearing.

ARTICLE 18
AIRCRAFT STORAGE OPERATOR

- An Aircraft Storage Operator owns an Aircraft Hangar and provides Aircraft storage and Aircraft ground handling services for Aircraft owned directly or indirectly by the Operator with an equity ownership in the Aircraft, or directly or indirectly by a Person the Operator has an equity interest in. An Aircraft under lease by the Operator from a third party for use by the Operator for a minimum of twelve (12) consecutive months is deemed “owned” by the Operator. Subject to this Article, an Aircraft Storage Operator may provide Aircraft storage and Aircraft ground handling services for Aircraft owned by Persons the Operator has no equity interest in, provided the subleases shall be for a period not less than twelve (12) consecutive months.
- All Aircraft Storage Operators shall comply with all General Requirements of these Minimum Standards and the Minimum Standards included in this Article:
- The Operator shall store at least one (1) Aircraft registered in the name of the Aircraft Storage Operator, or other Person that is majority owned by the Operator for a period not less than one (1) year. No transient Aircraft may be stored in the Aircraft Hangar(s).
- All subleases shall be for a period not less than twelve (12) consecutive months and shall be subject to review and approval by the Authority.

- The total number Aircraft leasing space in the facility shall not exceed the capacity of the facility if all Aircraft are stored simultaneously.
- The Operator shall provide access to stored Aircraft for removal and storage on a continuous basis.
- The Operator shall provide sufficiently designated trained personnel to meet all requirements for the safe storage and movement of Aircraft, including at least one (1) properly training Aircraft line service employee.
- The Operator shall provide appropriate and sufficient vehicles, tools, and equipment, including tugs with sufficient power and braking action to handle any Aircraft stored in the facility.
- The Operator shall provide sufficient Aircraft tow bars to allow for the movement of all stored Aircraft as appropriate and required.
- Painting, welding, and any type of Hazardous Material storage shall not be permitted on the Operator's Leased Premises unless specifically authorized in writing by the Authority.
- The Operator's premises shall not be used for Activities that impede the movement of Aircraft, storage of inventory unrelated to Aircraft Storage, or as a base of operations for a non-aeronautical business other than Aircraft Storage.
- The storage of vehicles, marine vessels, nonaeronautical equipment, crates, boxes, barrels, containers, surplus property, and refuse shall not be permitted.
- No vehicles shall be permitted to access the Operator's Aircraft Hangar(s) or the Airport Aircraft Operations Area.
- Only Aircraft registered in the name of the Operator or Operator's subtenants may be fueled or maintained on the Leased Premises.
- Aircraft registered in the name of the Operator or Operator's subtenants may only be fueled by FBO's located on the Airport.
- Aircraft registered in the name of the Operator or Operator's subtenants may only be serviced by FBOs, MROs, or SASO's with an Agreement or Permit issued by the Authority. No other Aircraft maintenance or repair may be performed on Operator's Leased Premises.
- The Operator and Operator's subtenants may perform Aircraft detailing or preventative maintenance on their personal owned Aircraft on the Operator's Leased Premises to the extent permitted by 14 CFR Part 43, as now or hereafter amended. No other Aircraft maintenance or repair may be performed on Operator's Leased Premises.
- Except as provided in this Article, no Activities or Services shall be performed on the Operator's Leased Premises.

Leased Premises. All Operators shall lease or construct adequate Land and Improvements to conduct the Operator's Activities, but not be less than or greater than the following requirements.

<u>Leased Premises</u>	<u>Square Feet</u>
<u>Land</u>	<u>43,560 to 108,900</u>
<u>Aircraft Hangar</u>	<u>10,000 to 30,000</u>

<u>Leased Premises</u>	<u>Square Feet</u>
<u>Aircraft Hangar Apron</u>	<u>10,000 to 30,000</u>

Taxiway Access. All Operators shall provide paved access from its Aircraft Hangar(s) to the Airport's taxiway system. The taxiway access shall meet all applicable Airport and FAA standards for the largest Aircraft type anticipated to be used on the Operator's Leased Premises.

Vehicle Parking. All Operators shall provide within its Leased Premises at least fifteen (15) paved vehicle parking spaces, or the number of vehicle parking spaces required by law, whichever is greater. On-street and off-street vehicle parking shall not be permitted except in marked vehicle parking spaces.

Hours of Operation. All Operators shall ensure that the Operator's Aircraft Hangar(s) are readily accessible for use by the Operator's subtenants and users 24 hours per day, seven (7) days per week, 365 days per year.

Insurance Requirements. In addition to the General Insurance Requirements required by these Minimum Standards, all Operators shall provide and maintain the following insurance.

- Commercial General Liability or Airport Liability. Commercial General Liability/Airport Liability insurance, with no exclusion relating to Aircraft, including coverage for, but not limited to, Premises Operations, Products Completed Operations, Contractual Liability, Personal Injury Liability, Advertising Injury Liability and Cross Liability, which limits of coverage shall not be less than combined single limit, bodily injury, personal injury, and property damage liability of Ten Million Dollars (\$10,000,000) each occurrence. This coverage shall be provided on a primary basis by companies authorized to do business in the State of Florida. This coverage shall be provided on a primary basis.
- Hangar Keeper's Liability. Hangar keeper's Liability Insurance providing insurance for property damage to Aircraft that are the property of others while in the care, custody, or control of the Operator in an amount not less than Ten Million Dollars (\$10,000,000) per Aircraft and Twenty Million Dollars (\$20,000,000) per occurrence. This coverage shall be provided on a primary basis.
- Commercial Auto Liability. Commercial Automobile Liability Insurance with limits of liability not less than Five Million Dollars (\$5,000,000) each occurrence for owned, non-owned and hired automobiles. If the Operator transports fuel the policy must include CA 99 48 Pollution Liability – Broadened Coverage for Covered Autos – Commercial Auto, Motor Carrier, and Truckers Coverage Forms Endorsement or equivalent. In the event the Operator has no owned automobiles, the Operator shall maintain only Hired & Non-Owned Auto Liability Insurance. This coverage may be secured by an endorsement to the Commercial General Liability policy, or a separate Commercial Auto Liability policy. This coverage shall be provided on a primary basis.

Aircraft Fueling. All Aircraft fueling on the Leased Premises shall be performed by an FBO located on the Airport. Only Aircraft listed on an active lease agreement with the Operator may be fueled on the premise.

Hearing. Applications to conduct or engage in Aircraft Storage requires a public hearing.

ARTICLE 19
AIRCRAFT SELF-FUELING OPERATOR

Only an FBO is allowed to sell and dispense aviation fuels and oils to the public. Operators approved to conduct Aeronautical Activities at the Airport may apply to the Authority to be granted permission to dispense aviation fuels and oils to from their privately owned Aircraft Hangar(s) for consumption in their own Aircraft. No other tenants or users of the Airport may apply to the Authority to be granted permission to dispense aviation fuels and oils. For purposes of these Minimum Standards, an Operator storing and dispense aviation fuels and lubricants from their privately owned Aircraft Hangar(s) for consumption in their

own Aircraft is considered an Aircraft Self-Fueling Operator. All Aircraft Self-Fueling Operators shall comply with all General Requirements of these Minimum Standards and the Minimum Standards included in this Article.

Self-Fueling Rights. All Operators may only fuel Aircraft owned by the Operator or registered by a Person majority owned by the Operator. These fueling privileges may not be sold, subleased, or assigned to another party, and may not be conveyed with the leasehold rights of the property without the written approval of the Authority. No third-party Aircraft fueling rights shall be conveyed and no third-party Aircraft fueling shall be conducted. Self-fueling may only be performed on Aircraft owned by the Operator, or by a Person having, directly or indirectly, a major equity interest in the Person that is the Aircraft owner. No Aircraft owned by a subtenant of the Operator, or any other Aircraft, may be fueled on the Operator's leased premises. Operators shall provide and maintain with the Authority a registered list of all Aircraft being fueled on the Operator's leased premises.

Services Permitted. Operators may fuel and service its Aircraft owned by the Operator or registered by a Person majority owned by the Operator, provided it does so with its own equipment and employees. All of Operator employees must receive an IRS Form W-2 from the Operator to meet this requirement and that information must be available to the Authority upon reasonable request. Operator employees shall not be maintained on a contract basis.

Services Prohibited. Operators shall not sell, barter, trade, share, sublease or in any other manner provide fuels, oils or fueling facilities to any other Operator, tenant or user who has not obtained an agreement under this Article to store and dispense aviation fuels. Multiple Aircraft owned by different entities based in a hangar shall not be afforded self-fueling rights unless all Aircraft demonstrate the same ownership structure as the Operator's agreement with the Authority. Co-Op fueling is not recognized as permissible self-fueling by the FAA or by the Authority and is prohibited. Defueling of Aircraft shall not be conducted on the Operator's leased premises.

Leased Premises. All Operators shall lease or construct adequate Land and Improvements to conduct the Operator's Activities, including not less than the following requirements.

- **Land.** All Operators shall lease from Authority an area of not less than three (3) acres of Land to provide space for hangars and other buildings; paved auto parking; paved Aircraft apron; paved pedestrian walkways; fuel farm storage facilities; surface water management; and all storage, servicing utilities and support facilities.
- **Aircraft Hangar.** All Operators shall lease or construct Aircraft hangars with adjacent Aircraft apron required providing not less than twenty thousand (20,000) square feet of inside Aircraft storage with not less than twenty thousand (20,000) square feet of Aircraft apron.
- **Aircraft Apron.** All Operators shall provide Aircraft apron within the Operator's leased premises equal to or greater than the interior Aircraft hangar area so that there is sufficient exterior operational area without encroaching on areas outside of the lease premises or taxiways.
- **Fuel Farm Storage Facility.** All Operators shall construct above ground fuel farm storage facilities for aviation fuels in the minimum capacity of at least ten thousand (10,000) gallons of aviation gasoline and/or turbine fuel whichever is applicable. No below ground fuel storage facilities are permitted. The fuel farm storage area will be designated by the Authority. Construction or alteration of the fuel farm storage and distribution facilities shall be approved by Authority in writing in advance and shall meet all applicable safety standards and regulations of the aviation fueling industry, Department of Environmental Protection and the NFPA, and acceptable to the FAA.

Fueling Vehicle. Operator shall provide and maintain at least one (1) fueling vehicle to dispense fuel into the Operator's Aircraft with a capacity of not less than 750 gallons.

Regulatory Compliance. Installation, construction or alteration of all fuel storage and distribution facilities and equipment shall be approved in advance and in writing by the Authority and shall comply with all applicable safety standards and regulations of the FAA, Department of Environmental Protection, the NFPA, the Authority's Airport Certification Manual, and in all applicable federal, state, and local rules and regulations. The Authority and other appropriate governmental agencies may inspect these facilities at any time to assure compliance with all applicable established standards.

All Operators shall demonstrate that arrangements have been made with a reputable fuel supplier for the delivery of fuels in the quantities necessary to meet the peak demands of customers. Ensuring the quality and quantity of fuel is the sole responsibility of the Operator. The Operator shall provide the Authority with a written Spill Prevention, Control, and Countermeasures (SPCC) Plan that meets all legal requirements for FBO fuel storage facilities, equipment, and services. An updated copy of the SPCC Plan shall be filed with the Authority at least thirty (30) days prior to any change in operations.

Fueling Records. All Operators shall provide and maintain a fueling log containing the following information for all fueling operations:

- Aircraft Registration Numbers for Aircraft into which fuel was dispensed.
- Date and time of each fuel dispensing operation.
- Number of gallons of fuel dispensed into each Aircraft.
- Total number of gallons dispensed for the reporting period.

A copy of the fueling log shall be furnished by the Authority within five (5) days of the end of each prior month. Fueling log records shall be available for review at any reasonable time by the Authority, or its authorized agent. The Authority reserves the right to revise and/or modify the information contained in the fueling log.

Fuel Reporting. On or before the 20th calendar day of each month, FBOs shall: (a) provide a summary report to the Authority identifying the prior month gallons of fuel: (i) purchased by the FBO, (ii) delivered the FBO's fuel storage facility, and (iii) dispensed by the FBO to customers at the Airport, and (iv) pay to the Authority all flowage fees due. Upon request by the Authority, Operators shall make available to the Authority or its designated representative all meters and records for inspection. In the event of a discrepancy between the amount of aviation fuel purchased, delivered, or dispensed, the greater amount shall prevail, and the Operator shall promptly pay all additional fees due the Authority, if any, plus interest on the unpaid balance at an annual rate of eighteen percent (18%) per annum from the date originally due.

Fuel Safety Precautions. All Operators shall conduct all fueling Activities in accordance with the Airport Rules and Regulations, NFPA code, Department of Environmental Protection rules and regulations, the Authority's Standard Operating Procedures, and industry best practices.

Inspection. The Authority and other appropriate governmental agencies may inspect the fuel farm storage facility at any time without notice to assure compliance with established federal, state, and local standards, rules, and regulations.

Fuel Flowage Fee. All Operators shall pay a fuel flowage fee to Authority as provided in its Agreement with the Authority, which fee shall be not less than the fuel flowage fee assessed by the Authority on FBO Operators.

Personnel. All Operators shall employ and have on duty as required, trained, and certified individuals qualified to dispense fuel to their Aircraft. The training and documentation shall meet the requirements of 14 CFR 139.321 and provide at a minimum instruction regarding the following:

- Bonding.

- Public protection.
- Control of access to fuel storage areas.
- Fire safety in fuel farm and storage areas.
- Fire safety in mobile fuelers, fueling pits, and fueling cabinets.

All Operators shall provide to the Authority and continually maintain with the Authority evidence of the current training in safety procedures received by everyone who will conduct aviation fuel dispensing operations on the Operator's leased premises.

Insurance. In addition to General Insurance Requirements required by these Minimum Standards, all Operators shall maintain the following insurance:

- **Commercial General Liability or Airport Liability.** Commercial General Liability/Airport Liability insurance, with no exclusion relating to Aircraft, including coverage for, but not limited to, Premises Operations, Products Completed Operations, Contractual Liability, Personal Injury Liability, Advertising Injury Liability and Cross Liability, which limits of coverage shall not be less than combined single limit, bodily injury, personal injury, and property damage liability of Ten Million Dollars (\$10,000,000) for each occurrence. This coverage shall be provided on a primary basis by companies authorized to do business in the State of Florida.
- **Storage Tank/Environmental Liability.** Storage Tank/Environmental Liability with not less than One Million Dollars (\$1,000,000) per occurrence combined single limit providing coverage for damages against bodily injury and property damage including contamination, clean-up costs, and corrective action damages at each location and ~~One~~ Two Million Dollars (\$2,000,000) annual aggregate providing coverage for damages against, but not limited to, third-party liability, clean up, corrective action including assessment, remediation, and defense costs. This coverage shall be provided on a primary basis.
- **Commercial Auto Liability.** Commercial Automobile Liability Insurance with limits of liability not less than Five Million Dollars (\$5,000,000) each occurrence for owned, non-owned and hired automobiles. If Operator transports fuel the policy must include CA 99 48 Pollution Liability – Broadened Coverage for Covered Autos – Commercial Auto, Motor Carrier, and Truckers Coverage Forms Endorsement or equivalent. In the event Operator has no owned automobiles, Operator shall maintain only Hired & Non-Owned Auto Liability Insurance. 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.
- **Excess Liability Insurance.** Excess Liability insurance coverage with a minimum /limit of Twenty-Five Million (\$25,000,000) for all Activities to be performed by the Operator at the Airport. An Operator may satisfy the minimum limits required for Commercial General Liability/Airport Liability and/or Commercial Auto Liability and/or Environmental Impairment Liability coverage under Umbrella or Excess Liability Insurance. The Authority, its commissioners, directors, managers, employees, and agents 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.

Hearing. Applications to conduct Aircraft Self-Fueling requires a public hearing.

AIRICLE 20
AIRCRAFT SALES OPERATOR

An Aircraft Sales Operator is a Person engaged in Aircraft sales of new and/or used Aircraft through franchises or licensed dealerships or distributorships, on a rental or wholesale basis, for an Aircraft manufacturer; and provides such repair parts and services necessary to meet any guarantee or warranty on the Aircraft sold. An Aircraft Sales Operator shall comply will the General Requirements of these Minimum Standards and the Minimum Standards included in this Article.

Leased Premises. All Operators shall lease or construct adequate Land and Improvements to accommodate all Activities of the Operator, but not less than the following.

<u>Leased Premises</u>	<u>Square Feet</u>	<u>Notes</u>
<u>Land</u>	<u>43,560</u>	
<u>Aircraft Hangar</u>	<u>10,000</u>	
<u>Aircraft Hangar Apron</u>	<u>10,000</u>	
<u>Administrative Area</u>	<u>500</u>	<u>Shall include dedicated space for employee offices, shops, parts and equipment and storage</u>
<u>Customer Service Area</u>	<u>500</u>	<u>Shall include customer lounge and restrooms</u>

~~**Land.** Operator shall lease from Authority an area of not less than 87,120 square feet (two acres) of Land to provide space for hangars and other buildings; storage and display of Aircraft; paved private vehicle parking; paved Aircraft Apron; paved pedestrian walkway; surface water management; and all storage, utilities, and support facilities.~~

~~**Hangars and Other Buildings.** Operators shall construct hangar facilities providing at least five thousand (5,000) square feet of Aircraft storage/display space, and at least one thousand (1,000) square feet of office space, public lounge, public restrooms, and public telephones.~~

Taxiway Access. All Operators shall provide paved access from its facilities to the Airport taxiway system. The paved access shall meet all applicable Airport and FAA standards for the largest Aircraft anticipated to be used in Operator's facility.

Vehicle Parking. All Operators shall provide at least ten paved automobile parking spaces, or the number of parking spaces required by applicable Federal, State, or local codes and regulations, whichever is greater, within its leasehold. On-street and off-street vehicle parking shall not be permitted except in marked vehicle parking spaces.

Aircraft. All Operators shall have available or on call at least one (1) Aircraft in its listed inventory or authorized product line. Operators offering for sale new Aircraft shall provide demonstrations of additional models of the manufacturer for which a dealership is held. Operators offering for sale used Aircraft shall have reasonable access to Aircraft offered for sale for the purpose of demonstration. Any Aircraft stored on the leased premises must have a written agreement that clearly establishes the fact that the Aircraft is offered for sale.

Licenses and Certifications. All Operators engaged in new Aircraft sales shall hold an authorized factory sales or distributor franchise or sub-dealership. All Operators engaged in the sale of used Aircraft must conform to the provisions of FAA Regulations, Part 47, Subpart C, and possess a valid "Dealers Aircraft Registration Certificate," FAA form 8050. All Operators shall hold applicable licenses or permits required by any law or regulation.

Personnel. All Operator shall employ and have on duty during all required hours of operation, trained personnel in such numbers as are required to meet these Standards in an efficient manner, but no less than one (1) properly certified and qualified commercial pilot that holds the appropriate ratings and medical

certification to provide flight demonstration and check rides for the Aircraft the Operator intends to sell. The Operator shall also provide one (1) customer service rep. A commercial pilot may serve as the customer service rep unless the commercial pilot is performing duties off the Operator's leased premises.

Services. All Operators shall provide satisfactory arrangements for repair and servicing of Aircraft sold for the duration of any sales guarantee or warranty period only. All Operator shall also provide an adequate inventory of spare parts for the type of Aircraft it sells. Operator may provide servicing facilities through a written agreement with an Aircraft Maintenance and Repair Operator at the Airport.

Hours of Operation. All Operators shall have its business open to the public not less than eight (8) hours a day, five (5) days per week. All Operators shall make provision for someone to be always in attendance in the office during the required hours of operation.

Insurance Requirements. In addition to the General Insurance Requirements required by these Minimum Standards, all Operators shall provide and maintain the following insurance.

- Commercial General Liability or Airport Liability. Commercial General Liability/Airport Liability insurance, with no exclusion relating to Aircraft, including coverage for, but not limited to, Premises Operations, Products Completed Operations, Contractual Liability, Personal Injury Liability, Advertising Injury Liability and Cross Liability, which limits of coverage shall not be less than combined single limit, bodily injury, personal injury, and property damage liability of Ten Million Dollars (\$10,000,000) for each occurrence. This coverage shall be provided on a primary basis by companies authorized to do business in the State of Florida.
- Hangar Keeper's Liability. Hangar keeper's Liability Insurance providing insurance for property damage to Aircraft that are the property of others while in the care, custody, or control of the Operator in an amount not less than Ten Million Dollars (\$10,000,000) per Aircraft and Twenty Million Dollars (\$20,000,000) per occurrence. This coverage shall be provided on a primary basis.
- Commercial Auto Liability. Commercial Automobile Liability Insurance with limits of liability not less than Five Million Dollars (\$5,000,000) each occurrence for owned, non-owned and hired automobiles. If Operator transports fuel the policy must include CA 99 48 Pollution Liability – Broadened Coverage for Covered Autos – Commercial Auto, Motor Carrier, and Truckers Coverage Forms Endorsement or equivalent. In the event Operator has no owned automobiles, Operator shall maintain only Hired & Non-Owned Auto Liability Insurance. 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.

Hearing. Applications to conduct or engage in Aircraft Sales requires a public hearing.

ARTICLE 21
AIRCRAFT MANUFACTURING-ASSEMBLY OPERATOR

An Aircraft Assembly Operators is engaged in the assembly, sale, maintenance, repair and/or delivery of Aircraft, Aircraft components, instruments, parts, and equipment originally manufactured on the Airport or elsewhere. All Operators shall comply with all General Requirements of these Minimum Standards and the Minimum Standards included in this Article.

Leased Premises. All Operators shall lease or construct adequate Land and Improvements to conduct the Operator's Activities, but not less than the following minimum requirements.

<u>Leased Premises</u>	<u>Square Feet</u>	<u>Notes</u>
<u>Land</u>	<u>43,560</u>	

<u>Leased Premises</u>	<u>Square Feet</u>	<u>Notes</u>
<u>Aircraft Hangar</u>	<u>10,000</u>	
<u>Aircraft Hangar Apron</u>	<u>10,000</u>	
<u>Administrative Area</u>	<u>1,000</u>	<u>Shall include dedicated space for employee offices, shop areas, parts, and equipment storage.</u>
<u>Customer Service Area</u>	<u>1,000</u>	<u>Shall include customer lounge and restrooms.</u>

~~**Land.** Operator shall lease from Authority or sublease from an FBO an area of not less than five (5) acres of Land to provide space for hangars and other buildings; paved auto parking; paved Aircraft Apron; paved pedestrian walkways; surface water management; and all storage, servicing utilities and support facilities.~~

~~**Hangars and Other Buildings.** Operator shall construct or lease from an FBO, hangar facilities located adjacent to the Aircraft Apron required herein providing at least ten thousand (10,000) square feet of inside Aircraft maintenance and repair shop(s) and spare parts storage and at least ten thousand (10,000) square feet of Aircraft storage space. The Operator shall provide at least four thousand (4,000) square feet of space for offices and restrooms.~~

~~**Aircraft Apron.** Operator shall provide at least twenty thousand (20,000) square feet of Aircraft Parking Apron within its leasehold.~~

~~**Tie-Down Spaces.** Operator shall provide at least five (5) Aircraft tie-down spaces.~~

Taxiway Access. All Operators shall provide paved access from its facilities to the Airport's taxiway system. Such taxiway access shall meet all applicable Authority and FAA standards for the largest general aviation Aircraft type normally expected to use the Operator's facilities.

Vehicle Parking. All Operators shall provide at least ten (10) paved automobile parking spaces, or the number of parking spaces required by applicable federal, state, or local codes and regulations, whichever is greater, within its leased premises. On-street and off-street vehicle parking shall not be permitted except in marked vehicle parking spaces.

Activities and Services. Operators may conduct the following Activities and offer the following services:

- Aircraft Assembly Service Facility.
- Flight Training in Assembly Made Aircraft.
- Aircraft lease and/or rental of Assembly Made Aircraft.
- Sale and dispensation of aviation fuels and oils by arrangement with an FBO who the responsible party for is the fueling equipment and fueling personnel.
- Aircraft storage of Assembly Made Aircraft that it exclusively manages.
- Aircraft ramp service and tie-downs for Assembly Made Aircraft.
- Aircraft catering arrangements.
- Aircraft Management and on Demand Aircraft Charter of Assembly Made Aircraft that it owns or leases.
- Aircraft sales of Assembly Made Aircraft.

Contracted Activities. Any Aircraft components, instruments, parts, and equipment stored on the leased premises must be assembled by the Operator, owned by the Operator, or serviced by the Operator. Other than Aircraft fueling by an FBO, Operators may not execute an agreement with a third party SASO to provide any Activity on Operator's leased premises.

Salvage Operations. Operators shall not store Aircraft, vehicles, or equipment for salvage operations.

Aircraft Fueling. Any Aircraft fueling performed on the Leased Premises may only be performed through arrangement with an FBO, who may locate its fuel truck or transportable fuel tank on the premises. Only Assembly Made Aircraft conducting business on the premises may be fueled on the Leased Premises. Fuel storage and distribution facilities shall be approved by the Authority in advance and in writing and shall meet all applicable safety standards and regulations of the aviation fueling industry, Department of Environmental Protection, the NFPA, the Authority's Airport Certification Manual, and shall be acceptable to the FAA. The Authority and other governmental agencies with jurisdiction may inspect these facilities at any time to assure compliance with these Minimum Standards and all other applicable established rules, regulations, and standards.

Defueling. Operators may only defuel customer's Aircraft as required for Aircraft assembly, maintenance, and repair. All Operator employees engaged in defueling and refueling shall be trained in an FAA approved 14 CFR Part 139.321 fire safety program. Defueling and refueling shall not be construed to permit any Operator to engage in the sale or dispensing of fuels, which Activity is specifically reserved for FBOs. All Operators conducting defueling and refueling of Aircraft shall have adequate and proper fuel storage, provide the Authority with an SPCC Plan for defueling, refueling, and fuel storage, and conform to these Minimum Standards.

Equipment. All Operators shall provide and have readily available all tools and equipment for performance of the Operator's Activities in accordance with the manufacturer's specifications, and 14 CFR Part 145 FAA-approved Repair Station Manual.

Licenses and Certifications. Operators shall be properly certificated by the FAA as a Repair Station. All Operators shall obtain and maintain all necessary personnel and certifications from the FAA and/or any other authority where the same are required to conduct the Operator's Activities. All Operator employees shall be properly certificated by the FAA and hold the appropriate ratings and licenses for the work being performed. All Operator employees providing flight demonstration in all Aircraft offered for sale shall be properly certificated by the FAA and hold all appropriate ratings and medical certifications.

Personnel. All Operators shall employ the number of employees as required by the FAA-approved Repair Station Manual in accordance with 14 CFR Part 145. Operators shall employ and have on duty during the required hours of operation, an adequate number of properly qualified and, where applicable, licensed personnel to provide the level of service commensurate with the Operator's Activities and services offered by the Operator, and as required by these Standards. The Operator's office shall always be attended during the required hours of operation. Cross-utilization of personnel between Activities performed by Operators will be permitted to the extent that personnel qualifications and licensing requirements are met, and providing that a minimum personnel complement is maintained as follows:

- Training and documentation of training shall meet the requirements of 14 CFR 139.321.
- A minimum of one (1) FAA certified airframe and engine mechanic shall be on duty during the hours of operation.
- Operators, when requested by the Authority, shall provide a list of all designated fuel service technicians, their training documentation, and their work hours.
- A minimum of one (1) properly certified commercial pilot or flight instructor.

Hours of Operation. All Operators shall have its business open to the public no less than eight (8) hours per day, five (5) days per week.

Insurance Requirements. In addition to the General Insurance Requirements required by these Minimum Standards, all Operators shall obtain and maintain the following insurance:

- **Commercial General Liability or Airport Liability.** Commercial General Liability/Airport Liability insurance, with no exclusion relating to Aircraft, including coverage for, but not limited to, Premises Operations, Products Completed Operations, Contractual Liability, Personal Injury Liability, Advertising Injury Liability and Cross Liability, which limits of coverage shall not be less than combined single limit, bodily injury, personal injury, and property damage liability of ~~Five-Ten Million Dollars (\$10,000,000)~~ each occurrence. This coverage shall be provided on a primary basis by companies authorized to do business in the State of Florida. This coverage shall be provided on a primary basis.
- **Hangar Keeper's Liability.** Hangar keeper's Liability Insurance providing insurance for property damage to Aircraft that are the property of others while in the care, custody, or control of the Operator in an amount not less than ~~Five-Ten Million Dollars (\$10,000,000)~~ per Aircraft and ~~Five-Twenty Million Dollars (\$20,000,000)~~ per occurrence. This coverage shall be provided on a primary basis.
- **Storage Tank/Environmental Liability.** Storage Tank/Environmental Liability with not less than One Million Dollars (\$1,000,000) per occurrence combined single limit providing coverage for damages against bodily injury and property damage including contamination, clean-up costs, and corrective action damages at each location and ~~One-Two Million Dollars (\$2,000,000)~~ annual aggregate providing coverage for damages against, but not limited to, third-party liability, clean up, corrective action including assessment, remediation, and defense costs. This coverage shall be provided on a primary basis.
- **Commercial Auto Liability.** Commercial Automobile Liability Insurance with limits of liability not less than Five Million Dollars (\$5,000,000) each occurrence for owned, non-owned and hired automobiles. If Operator transports fuel the policy must include CA 99 48 Pollution Liability – Broadened Coverage for Covered Autos – Commercial Auto, Motor Carrier, and Truckers Coverage Forms Endorsement or equivalent. In the event Operator has no owned automobiles, Operator shall maintain only Hired & Non-Owned Auto Liability Insurance. 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.

Hearing. Applications to conduct or engage in Aircraft Assembly requires a public hearing.

ARTICLE 22 **NOT-FOR-PROFIT FLYING CLUB OPERATOR**

Any ~~Not-for-Profit~~ Flying Club desiring to base their Aircraft at the Airport and operate at the Airport shall comply will the General Requirements of these Minimum Standards and the Minimum Standards included in this Article.

Application Process. All applicants who wish to conduct a ~~Not-for-Profit~~ Flying Club desiring to base their Aircraft at the Airport and operate at the Airport shall submit the following information to the Authority with their Application.

- Names and addresses of members, officers, directors, manager, and constituent legal authority.
- Names and addresses of individual designated by Flying Club as a “responsible individual” for receipt of communications regarding Flying Club.
- Statement describing legal format of Flying Club.
- Copies of all agreements under which Flying Club operates.
- Copies of registration certificates of all Aircraft owned by Flying Club.

- Income and Disbursement statement for proceeding calendar or fiscal year sufficient to demonstrate the Flying Club operated on a non-profit basis during such time.
- Copies of any lease agreements.
- Copy of Flying Club operating rules.

Application Updates. All information submitted with a Flying Club's Application shall be updated and provided annually to the Authority.

Non-Profit Status. All Flying Clubs must be a non-profit organization and provide evidence of their non-profit status, which evidence shall be substantiated by documentary proof by the Director of the Internal Revenue Service and furnished to the Authority.

Property Rights. The property rights all Flying Club members shall be equal, and no part of the Club's net earnings shall inure to the benefit of any member of the Club in any form such as salaries, bonuses, or in any other way. Flying Clubs may not derive greater revenue from the use of its Aircraft beyond the amount necessary for the operations, maintenance, and replacement of the Flying Club's Aircraft and facilities.

Membership Classes. All Flying Club members shall have equal rights and obligations unless the sole basis for any membership classification is the differing minimum experience or license qualifications required for operation of various kinds of Flying Club Aircraft. Flying Clubs shall not establish differing Aircraft use rates to be paid by the Flying Club members unless such rate differences are based upon different kinds of club Aircraft, and/or different conditions under which Flying Club Aircraft are used, and unless such rates are uniformly applied to all Flying Club members.

Mechanics Who Are Members. Any qualified mechanic who is a registered member of a Flying Club shall not be restricted from doing maintenance work on Aircraft owned by the Flying Club and the Flying Club shall not become obligated to pay for such maintenance work, except that such mechanics may be compensated by credit against payment of dues or flight time.

Aircraft. The lease or ownership of Aircraft in a Flying Club must be vested in the name of the Flying Club or owned or leased on a pro rata basis by all members of the Flying Club. Flying Club Aircraft may be obtained, managed, operated, and maintained in any of the following ways:

- Straight Lease or Rental. Flying Clubs may rent or lease Aircraft from an FBO for a minimum number of hours each month. In such case the Flying Club will assume no responsibility for direct management or operations, and maintenance will be the responsibility of the FBO.
- Lease Purchase. Flying Clubs may lease an Aircraft from an off-Airport commercial leasing company for the Flying Club's exclusive use for an initial period of one year or more. Management and operations of the Aircraft may be assumed by Flying Club members or may be contracted to an FBO.
- Direct Purchase. Flying Clubs may purchase Aircraft and assume direct responsibility for the management, operations, and maintenance of the Aircraft.
- Combination. Flying Clubs having several Aircraft, may use any combination listed here.

Service to the General Public. Flying Clubs may not solicit, offer, or conduct charter, air taxi, or rental of Aircraft operations to the public. Flying Clubs may also not solicit, offer, or permit its Aircraft to be utilized for the giving of flight instruction to any individual, including members of the Flying Club owning the Aircraft, when such individual pays or becomes obligated to pay for such instruction, except when instruction is provided by an FBO or SASO with an Agreement or a Permit with the Authority. All Flying Clubs shall be prohibited from leasing or selling any goods or services whatsoever to any individual other than to a member

of the Flying Club, except that said Flying Club may sell or exchange its capital equipment for replacement or liquidation purposes.

Advertising. Flying Clubs may advertise for new members, but only in the name of the Flying Club. Flying Clubs may not advertise to offer services to the public, which are prohibited by this Article.

Records. Flying Club books and records shall be available for inspection at any reasonable time by the Authority, or its authorized agent. Authority may require that relevant records be maintained by Flying Club according to standards specified by Authority.

Hearing. Applications to conduct a Not-for-Profit Flying Club requires a public hearing.

ARTICLE 23
SPECIALIZED COMMERCIAL-FLYING SERVICE OPERATOR

~~Any Person desiring to operate and provide a Specialized Commercial Flying Service at Airport shall meet or exceed the following requirements:~~

~~**Aerial Advertising and Banner Towing.** The use of air transportation for hire for the purpose of aerial advertising and banner towing is not permitted at the Airport.~~

~~**Crop Dusting.** The use of air transportation for hire for the purpose of crop dusting is not permitted at the Airport.~~

~~**Standards.** Operator shall comply with Article 7, Standards of these Minimum Standards.~~

~~Any Activity not specifically addressed in these Standards shall be considered a Specialized Service Activity and evaluated on an individual basis by the Authority. The Authority reserving the right to establish reasonable Minimum Standards and guidelines for such Activity in a nondiscriminatory manner consistent with the intent of these Minimum Standards. All Specialized Service Operators (SASO) shall comply will the General Requirements of these Minimum Standards and the Minimum Standards included in this Article.~~

- ~~• All Operators shall have adequate Land and Improvements to accommodate all Activities of Operator as approved to by the Authority.~~
- ~~• All Operators shall provide a sufficient Employees to carry out Activity in a safe, secure, efficient, prompt, courteous, and professional manner while also meeting the reasonable demands of customers for the Activities as approved by the Authority.~~
- ~~• All Operators shall have either owned or under written lease to and under the full and exclusive control of the Operator, sufficient Aircraft, vehicles, equipment, as approved by the Authority.~~
- ~~• All Operators shall have sufficient materials and/or supplies available to support the Activities.~~
- ~~• All Operators shall be open, and services shall be available during the hours maintained by qualified and experienced entities engaging in similar Activities at comparable airports as approved to by the Authority. All Operators shall be available to meet the reasonable demands of customers for the Activities.~~

~~**Land.** Operator shall lease from Authority an area of not less than one acre (43,560 square feet) of Land to provide space for hangars, and other buildings; paved auto parking; paved Aircraft apron; paved pedestrian walkways; surface water management; and all storage, servicing utilities and support facilities.~~

~~**Hangars and Other Buildings.** Operator shall construct hangar facilities providing at least three thousand five hundred (3,500) square feet of Aircraft storage and at least eight hundred (800) of space for offices, workshop, storage areas, restrooms, and public telephones.~~

~~**Aircraft Apron.** Operator shall provide Aircraft apron space within his leasehold at least equal to the interior hangar area so that there is sufficient exterior operational area without encroaching on areas outside of the leasehold or taxiways.~~

~~**Taxiway Access.** Operator shall provide paved access from its facilities to Airport's taxiway system. The~~

~~taxiway access shall meet all applicable Airport and FAA standards for largest Aircraft type anticipated to be used in Operator's facility.~~

~~**Hours of Operation.** The Operator shall have its premises open and available no less than eight (8) hours a day, five (5) days per week and by appointment. The Operator shall make provision for someone to be always in attendance in the office during the required hours of operation.~~

~~**Personnel.** The Operator shall employ, or have available on call, at least one (1) properly trained pilot certified by the FAA to operate its Aircraft and provide its services.~~

~~**Aircraft.** The Operator shall provide and have based upon its leasehold, either owned by or under exclusive written lease to the Operator, not less than one (1) properly certified Aircraft suitably equipped for, and meeting FAA requirements for the type of operation and services offered.~~

Hearing. Applications to provide a Specialized Service Activity requires a public hearing.

ARTICLE 24
CONTRACTED AERONAUTICAL ACTIVITIES

Any Person may execute an Agreement with a Fixed Base Operator to provide an Aeronautical Activity, provided the Fixed Base Operator meets the Aeronautical Activity requirements listed in these Standards.

ARTICLE 25
COMBINED AERONAUTICAL ACTIVITIES

Any Person conducting a combination of specific Aeronautical Activities listed in these Standards shall be required to duplicate the requirements of the individual Activities, except for Flight Training and Aircraft Rental which Activities are performed together, and Aircraft Management and On-Demand Charter which Activities are performed together. In the event one Activity requires a public hearing, then all Activities must be presented at a public hearing.

ARTICLE 26
AUTHORITY OWNED AIRCRAFT HANGARS

These Minimum Standards are waived and shall not apply to Aircraft hangars owned and/or operated by Authority.

ARTICLE 27
WAIVER OF STANDARDS

The Authority may, in its sole discretion, waive all or any portion of these Minimum Standards for itself or for the benefit of government or governmental agencies performing non-profit public services if those services are performed for:

- The public in time of an emergency.
- Emergency medical or rescue services to the public by means of Aircraft, or public services to the airport industry.
- Fire prevention or firefighting operations.

The Authority may further temporarily waive or reduce any of these Minimum Standards for non-governmental Operators where the Authority deems for itself that such waiver or reduction to be in the best interest or welfare of the Airport.

SARASOTA MANATEE AIRPORT AUTHORITY

By:

Chairman

Date: _____

ATTEST

By:

Secretary

Date: _____

AGENDA ITEM NO. 6.1

SARASOTA MANATEE AIRPORT AUTHORITY
AUGUST 28, 2023 MEETING
STAFF NARRATIVE

REQUEST FOR APPROVAL: INCREASE CONTRACT SCOPE FOR THE TERMINAL EXPANSION PROJECT

EXECUTIVE SUMMARY: EXECUTIVE SUMMARY: The Board approved a contract with DeAngelis Diamond – Magnum Builders (DDM) as the number one ranked firm to provide Construction Manager at Risk services for the Terminal Expansion Project. A Guaranteed Maximum Price (GMP) for construction of Work Packages 1-5 has been approved by the Board. Staff requests authorization from the Board to approve an increase in contract scope for the Terminal Expansion Project to address both the MOA by Allegiant Airlines to expand into the entire Terminal, security checkpoint adjustments required by the Transportation Security Administration and added changes required by the Authority Having Jurisdiction. There are four separate change order requests resulting in increases and one change order request resulting in a cost deduction. The total amount of changes equals \$2,884,456.09 for a total revised GMP for Work Packages 1-5 of \$97,884,188.09.

NARRATIVE: The Change Orders detailed below are necessitated by several factors. In May of this year Allegiant Airlines and the SMAA approved a Memorandum of Agreement committing Allegiant to preferentially lease all five gates (5) at the new Ground Boarding Terminal and vacate three (3) Preferential Gates at Terminal B. As part of this Agreement several facility changes were required. The major changes had to do with the airport providing Ground Power, Air Conditioning and Water connections ramp side rather than the airline providing their own mobile carts for their exclusive use. This change allows the airport to maintain the gates as Preferential Use which maximizes the number of flights and airlines the SMAA can slot in the Terminal when necessary. This significantly increases the flexibility, capacity, and revenue potential of the Terminal. In addition, regulatory agency permitting requirement changes, and Florida Power and Light requirements necessitated additional changes.

This request to change scope is for several items in Work Packages 2, 3, and 5 and specifically include:

- **WP2:** Reduction in quantity of chairs required for Concourse B hold room seating due to increase in area allocated for concessions. Change in scope decreases GMP cost by **(\$89,387.36)**.
- **WP3:** AHJ review of permit documents resulted in increase in fire line main from 8-inch to 10-inch and all ancillary valves and fittings, increased the quantity of valves for both fire and water main, increased depth of sanitary line to meet required slope/velocity on line, revised size of manholes to accommodate new depths, increased depth of lift station, additional concrete removal to provide safe work area for changes to pipe depth, installation of FPL manholes and added length of conduit, added bollards at generator building. Change in scope increases GMP cost by **\$1,507,951.89** and extends time for WP3 by 127 calendar days. The overall completion date of December 2024 does not change.
- **WP3:** Installation of conduit for power to new fixed Preconditioned Air (PCA) units and Ground Power Units (GPU) for aircraft. GSE equipment is being purchased for use at all five gates. This change to scope will add all the infrastructure in the exterior areas of the GBF. Installation of water line infrastructure to serve parked aircraft. Installation of additional apron concrete after installation of the conduit and water lines. Installation of bollards and GSE electrical rack pads. Change in scope increases the GMP cost by **\$354,679.85**.
- **WP5:** Installation of interior GBF electrical conduits, switchgear, conductors, and panels to power new fixed Preconditioned Air (PCA) units and Ground Power Units (GPU) for aircraft. GSE equipment is being purchased for use at all five gates. This change will eliminate the power source originally planned from mobile diesel units to electric units fed from the terminal. Change in scope increases the GMP cost by **\$753,750.03**.

- **WP5:** Change from floor carpet tiles to power bond rolls for added durability in ticket, baggage, and second floor terminal areas. This change was recommended by manufacturer to improve durability and overall life of the carpet. Design change at west end of GBF to provide more efficient egress to ramp workers and those accessing the BHS. Changes made to structural steel, roofing, doors, fire sprinklers, drywall to respond to AHJ comments. Changes to doors and finishes at owner's request. Change in scope increases the GMP cost by **\$357,461.68**.

Gresham Smith (GS) reviewed the increase scope and cost and found it to be acceptable. GS and staff recommend approval of this increase of scope for the Terminal Expansion project increasing the Guarantee Maximum Price for Work Packages 1 through 5 from \$94,999,732.00 to \$97,884,188.09. Up to 95% of costs are eligible for FDOT and FAA funding.

RECOMMENDATION: It is hereby recommended that the Sarasota Manatee Airport Authority approve the increase in the Guarantee Maximum Price by **\$2,884,456.09** with DDM for a total GMP of **\$97,884,188.09**. Staff also requests authorization to prepare all documents necessary to implement this action.

ATTACHMENTS: Increase Scope's Guarantee Maximum Price (GMP) Proposals
Letters of Recommendation and Review



August 18, 2023

John Wright
Sarasota Manatee Airport Authority
6000 Airport Circle
Sarasota, FL 34243

Re: SRQ WP-3 & Utility Relocation & WP-5 Ground Boarding Facility & CEP Expansion
Executive Summary of Changes

Dear John,

The following items are presented to the SMAA for review and approval. These changes are due to permit review comments by the AHJ, FPL's electrical design, as well as Owner requested scope of work changes. Below is a summary of each item including cost and time impacts.

1. **Item:** Concession expansion in the existing Concourse B resulted in reduced number of planned seating scope of work.
Time Impact: None
Cost Impact: WP2-001 decreases by (\$89,387.36)

2. **Item:** Permit required changes for both work packages (WP-3 – Utilities & WP-5 – GBF) facilitated changes including additional manholes, liners, depth, etc. Increased length of FPL conduit, increased size of manholes, and costs to install manholes.
Time Impact: While WP-3 (utilities) includes a time increase extending the finish date for that scope of work to 06/24/24, it is still completing well ahead of the December 2024 completion date. No time impact for WP-5.
Cost Impact: WP3-006 increases by \$1,507,951.89
WP5-002 increases by \$ 357,461.68

3. **Item:** Owner request for Ground Support Equipment for Allegiant's operations. WP-3 covers the stations and the feeds from 5'-0" outside the building to the parking spots. WP-5 includes the additional electrical needed at the generator/electrical room plus the water and electrical lines inside the building to 5'-0" outside the building envelop (where WP-3 takes over).
Time Impact: None
Cost Impact: WP3-007 increases by \$354,679.85
WP5-001 increases by \$753,750.03

Sincerely,

DeAngelis Diamond Construction, LLC

Kelly Pope
Project Manager

Naples, FL
239.594.1994

Fort Myers, FL
239.594.1994

Sarasota, FL
941.952.3846

Orlando, FL
407.367.5173

Birmingham, AL
205.977.7798

Nashville, TN
615.922.3995

Detroit, MI
248.513.6112

deangelisdiamond.com

the
honor
to
build

DEANGELIS DIAMOND



DEANGELIS DIAMOND

DeAngelis Diamond Construction HQ
 2601 Cattlemen Rd, Suite 404
 Sarasota, Florida 34232
 Phone: (941) 952-3846

PCO #001

Project: 23-002 - SRQ Airport Hold Room (WP2)
 6000 Airport Circle
 Sarasota, Florida 34243

Prime Contract Potential Change Order #001: CE #013 - RFI's #007 & #008 Seating Changes

TO:	Sarasota Manatee Airport Authority 6000 Airport Circle Sarasota Florida, 34243	FROM:	DeAngelis Diamond Construction, LLC 6635 Willow Park Drive Naples Florida, 34109
PCO NUMBER/REVISION:	001 / 0	CONTRACT:	23-002-0 - SRQ Airport Hold Room (WP2) Prime Contract
REQUEST RECEIVED FROM:		CREATED BY:	Kelly Pope (DeAngelis Diamond Construction, LLC)
STATUS:	Pending - Proceeding	CREATED DATE:	7/6 /2023
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		SCHEDULE IMPACT:	
DUE DATE:		TOTAL AMOUNT:	(\$89,387.36)

POTENTIAL CHANGE ORDER TITLE: CE #013 - RFI's #007 & #008 Seating Changes

CHANGE REASON: Owner Change

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

CE #013 - RFI's #007 & #008 Seating for FIS/Final Layout

Per ASI #01 and further clarified in RFI #007 the seating layout was revised to accommodate additional concessions areas throughout the 'B' concourse. This change resulted in a seating reduction from (346) to (148) total seats. Additionally, per RFI #008 (120) existing seats will be relocated to the FIS area. These (relocated) seats will now be replaced as part of this project's seating order, bringing the final new seat total to (268). The seating revision results in an overall reduction and credit of (78) seats.

Please note, SMAA confirmed they will be relocating the existing seating to the FIS area. No additional labor cost are included for DD/Magnum to relocate seats from the Hold Room(s) to the FIS area.

ATTACHMENTS:

[DD-Magnum - Subcontractor Backup.pdf](#) [RFI #45192.02-7.pdf](#) [RFI #45192.02-8.pdf](#) [I202 LEVEL 2 OVERALL FURNITURE AND FLOOR FINISH PLAN Rev.2 markup.pdf](#) [Level 2- Furniture layout New Counts 120New.pdf](#)

#	Cost Code	Description	Type	Amount
1	12-52-13 - Chairs	This change order is for the overall deletion of (78) seats as per RFIs #007 and #008 due to owner changes.	Subcontract	(\$83,777.00)
Subtotal:				(\$83,777.00)
Subcontractor Default Insurance: 0.00% Applies to all line item types.				\$ 0.00
Bond: 1.00% Applies to all line item types.				(\$837.77)
Liability Insurance: 0.85% Applies to all line item types.				(\$719.23)
Fee: 4.75% Applies to all line item types.				(\$4,053.36)
Grand Total:				(\$89,387.36)

Only work specifically outlined in this Prime Contract Potential Change Order is included.



DEANGELIS DIAMOND

PCO #001

Contractor reserves its rights to extensions of time and/or extended general conditions associated with impacts and delays arising out of or caused by this Change in the Work.

Gresham Smith, a Tennessee General Partnership

302 Knights Run Avenue, Suite 900
Tampa, Florida 33602

Sarasota Manatee Airport Authority

6000 Airport Circle
Sarasota, Florida 34243

DeAngelis Diamond Construction, LLC

2601 Cattlemen Rd, Suite 404
Sarasota, Florida 34232

Kelley L. Pope

06-Jul-23

SIGNATURE **DATE**

DeAngelis Diamond Construction HQ

SIGNATURE **DATE**

page 2 of 2

SIGNATURE **DATE**

Printed On: 7/6/ 2023 06 :41 AM



August 18, 2023

John S. Wright, RA, ID, CDT, PX, BI
Sr. Project Manager
Engineering, Planning & Facilities
Sarasota Manatee Airport Authority
6000 Airport Circle
Sarasota, FL 34243-2105

Subject: Sarasota Bradenton International Airport
SRQ Terminal Expansion Project
Deangelis Diamond PCO #WP-3 - 006 Recommendation
Gresham Smith Project No. 45192.00

Dear Mr. Wright:

The project design team and Gresham Smith have generally reviewed the proposed change order (PCO) titled "PCO # WP-3 - 006", dated August 2, 2023, as received by Gresham Smith and the project design team from Deangelis Diamond/Magnum Builders (CMaR team) on August 10, 2023.

The design team has reviewed this PCO and related subcontractor detail breakdown and backup, together with both Deangelis Diamond/ Magnum Builders and Sarasota Manatee Airport Authority (SMAA) Staff, and has received clarifications and responses to design team questions regarding the PCO. Following this extensive review process, the design team believes the sum proposed (\$1,507,951.89) and supporting information appropriately captures the scope and cost of the additional work proposed and recommend approval of the PCO #WP-3 – 006.

Sincerely,

A handwritten signature in blue ink, appearing to read "Matthew H. Wilson", is placed over a light blue rectangular background.

Matthew H. Wilson, AIA
Project Manager, Gresham Smith

Cc: Kent Bontrager, SVP, Engineering, Planning & Facilities, SMAA
Altan Cekin, Project Executive Gresham Smith
Ben Raposa, Project Architect, Gresham Smith

Genuine Ingenuity

The Loft at Midtown
3615 Bromley Grand Ave.,
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Tampa, FL 33607

GreshamSmith.com

FL Qualifier No. AR0013420
FL Registry No. RY3806



DEANGELIS DIAMOND

DeAngelis Diamond Construction HQ
 2601 Cattlemen Rd, Suite 404
 Sarasota, Florida 34232
 Phone: (941) 952-3846

PCO #WP-3 - 006

Project: 23-003 - SRQ Utility Relocation (WP3)
 6000 Airport Circle
 Sarasota, Florida 34243

Prime Contract Potential Change Order #WP-3 - 006: CE #006 - IFC Drawings & ASI #02 thru #07

TO:	Sarasota Manatee Airport Authority 6000 Airport Circle Sarasota Florida, 34243	FROM:	DeAngelis Diamond Construction, LLC 6635 Willow Park Drive Naples Florida, 34109
PCO NUMBER/REVISION:	WP-3 - 006 / 2	CONTRACT:	23-003-0 - SRQ Utility Relocation (WP3) Prime Contract
REQUEST RECEIVED FROM:		CREATED BY:	Kelly Pope (DeAngelis Diamond Construction, LLC)
STATUS:	Pending - Proceeding	CREATED DATE:	8/2 /2023
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		SCHEDULE IMPACT:	127 days
DUE DATE:		TOTAL AMOUNT:	\$1,507,951.89

POTENTIAL CHANGE ORDER TITLE: CE #006 - IFC Drawings & ASI #02 thru #07

CHANGE REASON: AHJ Change

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

CE #006 - IFC Drawings & ASI #02-#07

Per the IFC plan issuance and ASI's #2-#7, the following scopes of work were impacted:

Water and Fire Distribution by Spectrum Underground:

- Fire Main distribution increased from 8" to 10" - increased all accessory components and added (2) bolts per fitting
- 12"x10" tapping sleeve added to fire distribution
- Valves and restraints added at Tee branches for FHA's
- Flush-mounted fire hydrant assemblies (FHA) revised per ASI #03, #04R, #05 - prompted by RFI's #18, #23, #28
 - Revised pre-cast structure design to add hydrant supports and accept the required valve box and cover per ASI #04R and #05
 - Hydrant F18 was relocated to avoid aircraft weight ratings per ASI #03
- Reverse thrust blocks per RFI #32 included at water and fire connections to the existing mains
- Potable meter assembly added to prior to Lift Station per RFI #17

Sanitary Distribution by Spectrum Underground:

- Distribution pipe elevations lowered per AHJ comments regarding fall across structures and the required addition of MH-8
 - Resulted in revision to the shoring/trenching plan to obtain the deeper installations without further impacting PCC removal
 - Resulted in additional dewatering, excavation, removal, and back-fill
- Credit for distribution from MH-3 to XMH-20 included
- Pre-cast structures were modified accordingly for the piping revisions:
 - MH-8 added
 - Structures are taller to account for the deeper installations
 - Per ASI #02, polymer concrete structures were revised to standard pre-cast concrete with a post-applied polymer coating
 - MH-2 not polymer coated per IFC
 - MH-6 is polymer coated per ASI #06
 - Per ASI #03 - prompted by RFI #20 - existing piping from S34 was revised to enter MH-6 rather than MH-7 to provide continued flow through the existing drainage route during construction. This prompted MH-6 to become a dog-house type structure around the existing pipe
 - Per ASI #06, rim elevations and casting types were revised for MH-6 and MH-7 as required for coordination with the Baggage Handling project
- Credit included for the installation of MH-6 and MH-7 by Archer Western as noted in ASI #02



DEANGELIS DIAMOND

PCO #WP-3 - 006

- Lift Station plan revisions per CU201
 - Replaced US-15 BFP reference with UW-13. Water service line increased from 1" to 2"
 - Added steel bollards surrounding the Lift Station per AHJ directive - budget for painting of bollards is included
 - No cost change associated with the revised lift station pump

Storm Distribution by Spectrum Underground

- Pre-cast structures were modified
 - Structures revised from cast-in-place to pre-cast concrete per RFI-PC#16
 - PC#16 provided updated design parameters to accept the 48"RCP distribution
 - Credit associated with removing the aircraft rating for S-107 and S-108 is included per RFI #1
 - Revised inverts associated with ASI #02 are captured here
 - Per ASI #06, rim elevations and casting types were revised for S-107 and S-108 as required for coordination with the Baggage Handling project
- Credit included for the installation of S-107 and S-108 by Archer Western as noted in ASI #02
- Per ASI #7, material cost associated with increasing the 10"HDPE at S-115 to 12"HDPE is included

PCC Concrete by Spectrum Underground:

- Limits of PCC concrete removal were adjusted to provide required clearance for shoring/trenching system
 - Shoring/trenching system was revised due to the deepened Sanitary distribution
 - Initial PCC fuel reduction from AECOM was deducted from the GMP contract value
 - Per ASI #6 and #07, Western portions of concrete along the MH-4 to MH-6 trench were credited back to maintain only the required shoring clearance
- Joint detail clarifications per ASI #05 and RFI's #19, #22 resulted in no cost change

Asphalt Paving, Site Concrete, and Striping by Spectrum Underground

- Pavement demolition and removal added for the Long Term parking spaces to install 13x13 FPL manhole
 - Markings budget included for (8) lane stripes
- Site Concrete budget for 50LF of 8"WX4"D sidewalk has been included for repairs due to crane damage when setting the 13x13 FPL manhole
- Earthwork budget included for (2) haul trucks to remove spoils from manhole excavation

Removable Bollards by Morrow Steel:

- Added removable bollards per 8B/CA112 around the East and North sides of the Generator Building

Main FPL Distribution by Meisner Electric

- FPL (1) 13x13 Electrical Manhole
 - Includes coordination with SRQ Operations for access to the Long Term Parking Lot
 - Crane and flatbed for manhole delivery and setting
 - (4) AVI Stickers provided by SRQ Operations
 - Signage removed and replaced by SRQ Operations
 - Budget included for the temporary removal and replacement of the ornamental fencing necessary to provide access clearance: (2) laborers for (1) day
 - Budget for replacement of sidewalk if damaged by crane and flatbed
 - Includes fusing labor as conduit reels provided by FPL smaller than expected (200' versus 800')
 - Includes ground restoration
 - Includes GPR
- 4x8 Manholes installed by contractor previously by FPL
- FPL distribution extended per ASI #07
- FPL switchyard pad-to-pad primary conduit installation previously by FPL
- Pick-up and delivery of additional conduit due to FPL requested extensions per ASI #07

Gas Routing Revisions for Bump-Outs by Ackerman Plumbing

- Includes credit for re-routing gas lines to stub-up and cap at the West side of CEP, rather than capping within the trench routed toward the bump-outs

Exclusions:

- **ASI #01: Canopy Downspout Connections**



DEANGELIS DIAMOND

PCO #WP-3 - 006

- Grease Trap revisions per ASI #02 - Included under a separate PCO: #05
- Airfield Markings Revisions - To be further defined in forthcoming ASI #09

ATTACHMENTS:

[DD 08-17-23 Back-Up IFC WP-3 R2.pdf](#)

#	Cost Code	Description	Type	Amount
1	31-05-08 - Traffic Control	Provide all labor, materials, and equipment to apply a painted coating finish to the Lift Station Bollards	Subcontract	\$ 2,500.00
2	31-05-08 - Traffic Control	Provide all labor, materials, and equipment to supply and install the the removable bollards at the generator courtyard per the IFC plans	Subcontract	\$ 12,536.01
3	26-05-01 - Electric	Provide all labor, materials, and equipment to supply and install the FPL electrical distribution per the IFC plans	Subcontract	\$ 369,023.00
4	31-05-08 - Traffic Control	GPRS Scan of Excavation Area for FPL Manhole - (1) Day Trip	Subcontract	\$ 2,050.00
5	31-05-08 - Traffic Control	Provide (2) Laborers for (1) day to remove then later replace the ornamental fencing between the Long Term and Short Term Parking Lots	Subcontract	\$ 1,200.00
6	22-63-13 - Gas Piping for Laboratory and	Provide all labor, materials, and equipment to supply and install the asphalt patching associated with the gas piping re-route per the IFC plans	Subcontract	(\$15,751.00)
7	01-31-28 - Superintendent 2	Superintendent time for 6.57 weeks	Labor	\$ 29,454.62
8	31-05-05 - Selective Demolition for Earth	Provide all labor, materials, and equipment to supply and install the domestic water and fire distributions per the IFC plans, ASI's: #3, #4R, #5, RFI's: #17, #18, #23, #28, #32	Subcontract	\$ 356,889.91
9	31-05-05 - Selective Demolition for Earth	Provide all labor, materials, and equipment to supply and install the sanitary distributions and lift station per the IFC plans, ASI's: #2, #3, #6, RFI #20	Subcontract	\$ 85,066.68
10	31-05-05 - Selective Demolition for Earth	Provide all labor, materials, and equipment to supply and install the storm sewer distributions per the IFC plans, ASI's: #2, #6, #7, RFI's: PC#16	Subcontract	\$ 192,611.57
11	31-05-05 - Selective Demolition for Earth	Provide all labor, materials, and equipment to supply and install the PCC Apron per the IFC plans, ASI's: #05, #7, RFI's: #19, #22	Subcontract	\$ 355,104.86
12	31-05-05 - Selective Demolition for Earth	Provide all labor, materials, and equipment to supply and install the asphalt patching associated with the FPL manhole per the IFC plans	Subcontract	\$ 5,775.35
13	31-05-05 - Selective Demolition for Earth	Spoils removal for installation of 13x13 FPL Manhole	Subcontract	\$ 1,300.00
14	31-05-05 - Selective Demolition for Earth	Long Term Parking Lot Pavement Markings	Subcontract	\$ 530.00
15	31-05-05 - Selective Demolition for Earth	Sidewalk and curb demo and replacement due to potential damage from the flatbed/crane when unloading/setting the 13x13 FPL Manhole	Subcontract	\$ 3,800.00
Subtotal:				\$1,402,091.00
Subcontractor Default Insurance: ≈ 1.18% Applies to all line item types.				\$ 16,477.96
Bond: ≈ 0.94% Applies to all line item types.				\$ 13,347.15
Liability Insurance: ≈ 0.8% Applies to all line item types.				\$ 11,458.53
Fee: ≈ 4.47% Applies to all line item types.				\$ 64,577.25
Grand Total:				\$1,507,951.89

Only work specifically outlined in this Prime Contract Potential Change Order is included.

Contractor reserves its rights to extensions of time and/or extended general conditions associated with impacts and delays arising out of or caused by this Change in the Work.

Gresham Smith, a Tennessee General Partnership
 302 Knights Run Avenue, Suite 900
 Tampa, Florida 33602

Sarasota Manatee Airport Authority
 6000 Airport Circle
 Sarasota, Florida 34243

DeAngelis Diamond Construction, LLC
 2601 Cattlemen Rd, Suite 404
 Sarasota, Florida 34232

Kelley L. Pope

17-Aug-23

SIGNATURE DATE

SIGNATURE DATE

SIGNATURE DATE

DeAngelis Diamond Construction HQ



August 18, 2023

John S. Wright, RA, ID, CDT, PX, BI
Sr. Project Manager
Engineering, Planning & Facilities
Sarasota Manatee Airport Authority
6000 Airport Circle
Sarasota, FL 34243-2105

Subject: Sarasota Bradenton International Airport
SRQ Terminal Expansion Project
Deangelis Diamond PCO #WP-3 - 007 Recommendation
Gresham Smith Project No. 45192.00

Dear Mr. Wright:

The project design team and Gresham Smith have generally reviewed the proposed change order (PCO) titled "PCO # WP-3 - 007", dated August 2, 2023, as received by Gresham Smith and the project design team from Deangelis Diamond/Magnum Builders (CMaR team) on August 10, 2023.

The design team has reviewed this PCO and related subcontractor detail breakdown and backup, together with both Deangelis Diamond/ Magnum Builders and Sarasota Manatee Airport Authority (SMAA) Staff, and has received clarifications and responses to design team questions regarding the PCO. As a result of this review process, the design team believes the sum proposed (\$ 354,679.85) and supporting information appropriately captures the scope and cost of the additional work proposed and recommend approval of the PCO #WP-3 – 007.

Sincerely,

A handwritten signature in blue ink, appearing to read "Matthew H. Wilson", is placed over a light blue rectangular background.

Matthew H. Wilson, AIA
Project Manager, Gresham Smith

Cc: Kent Bontrager, SVP, Engineering, Planning & Facilities, SMAA
Altan Cekin, Project Executive Gresham Smith
Ben Raposa, Project Architect, Gresham Smith

Genuine Ingenuity

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3615 Bromley Grand Ave.,
Suite 320
Tampa, FL 33607

GreshamSmith.com

FL Qualifier No. AR0013420
FL Registry No. RY3806



DEANGELIS DIAMOND

DeAngelis Diamond Construction HQ
 2601 Cattlemen Rd, Suite 404
 Sarasota, Florida 34232
 Phone: (941) 952-3846

PCO #007

Project: 23-003 - SRQ Utility Relocation (WP3)
 6000 Airport Circle
 Sarasota, Florida 34243

Prime Contract Potential Change Order #007: CE #034 - ASI #08 dated 06.26.

TO:	Sarasota Manatee Airport Authority 6000 Airport Circle Sarasota Florida, 34243	FROM:	DeAngelis Diamond Construction, LLC 6635 Willow Park Drive Naples Florida, 34109
PCO NUMBER/REVISION:	007 / 0	CONTRACT:	23-003-0 - SRQ Utility Relocation (WP3) Prime Contract
REQUEST RECEIVED FROM:		CREATED BY:	Kelly Pope (DeAngelis Diamond Construction, LLC)
STATUS:	Pending - Proceeding	CREATED DATE:	8/2 /2023
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		SCHEDULE IMPACT:	
DUE DATE:		TOTAL AMOUNT:	\$354,679.85

POTENTIAL CHANGE ORDER TITLE: CE #034 - ASI #08 dated 06.26.

CHANGE REASON: Owner Change

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

CE #034 - ASI #08 dated 06.26.23 (GSE)

ASI #08 issued 06.26.23 is for the Ground Service Equipment. Scope of works includes

- Water service to 6 GSE utility pads - placed with 3' total cover as directed by AECOM
- Concrete GSE pads (includes demo of existing apron, P306 base concrete, P501 concrete apron), includes all joints
- (40) Bollards at 4' x 6" (per email correspondence 07-22-23)
 - Budget for painting of bollards is included
- Electrical including
 - (1)-2" and (1)-1" conduits
 - 1" conduit for future data to each GSE pad
 - Provide disconnect racks

DDC / Magnum is not including time and general conditions with this change order. Market conditions are uncontrollable and should the project be extended due to delays in the delivery of switchgear, outside of DDC / Magnum control, then DDC / Magnum reserves our rights to request both Time and General Conditions.

ATTACHMENTS:

[DD 08-02-23 Spectrum GSE Back-Up.pdf](#) [Concrete Demo Rev from IFC to ASI #7.pdf](#) [BOLLARD BASE PL.JPG](#) [Gresham 07-17-23 SRQ 6-bollard detail.msg](#) [Meisner 07-14-23 SRQ ASI #08 \(WP-3\) & ASI #04 \(WP-5\) Reply on Credit.msg](#) [2023-0626 SRQ GBF ASI 08 Narrative \(1\).pdf](#) [2023-0626 SRQ GBF ASI 08 \(1\).pdf](#)

#	Cost Code	Description	Type	Amount
1	31-05-05 - Selective Demolition for Earth	Provide all labor, materials, and equipment to supply and install water service to (6) ground service equipment pads as per WP-3 ASI #08 and WP-5 ASI #04.	Subcontract	\$ 16,552.89
2	31-05-05 - Selective Demolition for Earth	Provide all labor, materials, and equipment to supply and install GSE reinforced concrete pads (includes demo & replacement of apron concrete) and (48) bollards as per WP-3 ASI #08 and WP-5 ASI #04.	Subcontract	\$ 201,761.70
3	26-05-01 - Electric	Provide all labor, materials, and equipment necessary to supply and install all power, conduit, data, gear changes etc. as per WP-3 ASI #08 and WP-5 ASI #04.	Subcontract	\$ 105,000.00



DEANGELIS DIAMOND

PCO #007

4	31-05-08 - Traffic Control	Provide all labor, materials, and equipment to supply and install paint at (40) bollards as per A450.	Subcontract	\$ 5,000.00
Subtotal:				\$328,314.59
Subcontractor Default Insurance: 1.25% Applies to all line item types.				\$ 4,103.93
Bond: 1.00% Applies to all line item types.				\$ 3,324.19
Liability Insurance: 0.85% Applies to all line item types.				\$ 2,853.81
Fee: 4.75% Applies to all line item types.				\$ 16,083.33
Grand Total:				\$354,679.85

Only work specifically outlined in this Prime Contract Potential Change Order is included.

Contractor reserves its rights to extensions of time and/or extended general conditions associated with impacts and delays arising out of or caused by this Change in the Work.

Gresham Smith, a Tennessee General Partnership

302 Knights Run Avenue, Suite 900
Tampa, Florida 33602

Sarasota Manatee Airport Authority

6000 Airport Circle
Sarasota, Florida 34243

DeAngelis Diamond Construction, LLC

2601 Cattlemen Rd, Suite 404
Sarasota, Florida 34232

Kelly L. Pope

02-Aug-23

SIGNATURE DATE

DeAngelis Diamond Construction HQ

SIGNATURE DATE

page 2 of 2

SIGNATURE DATE

Printed On: 8/2/ 2023 06 :33 PM



August 11, 2023

John S. Wright, RA, ID, CDT, PX, BI
Sr. Project Manager
Engineering, Planning & Facilities
Sarasota Manatee Airport Authority
6000 Airport Circle
Sarasota, FL 34243-2105

Subject: Sarasota Bradenton International Airport
SRQ Terminal Expansion Project
Deangelis Diamond PCO WP-5 - 001 Recommendation
Gresham Smith Project No. 45192.00

Dear Mr. Wright:

The project design team and Gresham Smith have generally reviewed the proposed change order (PCO) titled "PCO # WP-5 - 001", dated August 2, 2023, as received by Gresham Smith and the project design team from Deangelis Diamond/Magnum Builders (CMaR team) on August 10, 2023.

The design team has reviewed this PCO and related subcontractor detail breakdown and backup, together with both Deangelis Diamond/ Magnum Builders and Sarasota Manatee Airport Authority (SMAA) Staff, and has received clarifications and responses to design team questions regarding the PCO. After this review process the design team believes the sum proposed (\$753,750.03) and supporting information appropriately captures the scope and cost of the additional work proposed and recommend approval of the PCO #WP-5 – 001.

Sincerely,

A handwritten signature in blue ink, appearing to read "Matthew H. Wilson", is placed over a light blue rectangular background.

Matthew H. Wilson, AIA
Project Manager, Gresham Smith

Cc: Kent Bontrager, SVP, Engineering, Planning & Facilities, SMAA
Altan Cekin, Project Executive Gresham Smith
Ben Raposa, Project Architect, Gresham Smith

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GreshamSmith.com

FL Qualifier No. AR0013420
FL Registry No. RY3806



August 11, 2023

John S. Wright, RA, ID, CDT, PX, BI
Sr. Project Manager
Engineering, Planning & Facilities
Sarasota Manatee Airport Authority
6000 Airport Circle
Sarasota, FL 34243-2105

Subject: Sarasota Bradenton International Airport
SRQ Terminal Expansion Project
Deangelis Diamond PCO WP-5 - 001 Recommendation
Gresham Smith Project No. 45192.00

Dear Mr. Wright:

The project design team and Gresham Smith have generally reviewed the proposed change order (PCO) titled "PCO # WP-5 - 002", dated August 2, 2023, as received by Gresham Smith and the project design team from Deangelis Diamond/Magnum Builders (CMaR team) on August 10, 2023.

The design team has reviewed this PCO and related subcontractor detail breakdown and backup, together with both Deangelis Diamond/ Magnum Builders and Sarasota Manatee Airport Authority (SMAA) Staff, and has received clarifications and responses to design team questions regarding the PCO. After this review process the design team believes the sum proposed (\$357,461.68) and supporting information appropriately captures the scope and cost of the additional work proposed and recommend approval of the PCO #WP-5 – 002.

Sincerely,

A handwritten signature in blue ink, appearing to read "Matthew H. Wilson".

Matthew H. Wilson, AIA
Project Manager, Gresham Smith

Cc: Kent Bontrager, SVP, Engineering, Planning & Facilities, SMAA
Altan Cekin, Project Executive Gresham Smith
Ben Raposa, Project Architect, Gresham Smith

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GreshamSmith.com

FL Qualifier No. AR0013420
FL Registry No. RY3806



DEANGELIS DIAMOND

DeAngelis Diamond Construction HQ
 2601 Cattlemen Rd, Suite 404
 Sarasota, Florida 34232
 Phone: (941) 952-3846

PCO #WP-5 - 001

Project: 23-004 - SRQ Ground Boarding Fac (WP 5)
 6000 Airport Circle
 Sarasota, Florida 34243

Prime Contract Potential Change Order #WP-5 - 001: CE #019 - ASI #04 dated 06.28.23

TO:	Sarasota Manatee Airport Authority 6000 Airport Circle Sarasota Florida, 34243	FROM:	DeAngelis Diamond Construction, LLC 6635 Willow Park Drive Naples Florida, 34109
PCO NUMBER/REVISION:	WP-5 - 001 / 0	CONTRACT:	23-004-1 - SRQ Ground Boarding Facility Prime Contract
REQUEST RECEIVED FROM:		CREATED BY:	Kelly Pope (DeAngelis Diamond Construction, LLC)
STATUS:	Pending - Proceeding	CREATED DATE:	8/2 /2023
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		SCHEDULE IMPACT:	
DUE DATE:		TOTAL AMOUNT:	\$753,750.03

POTENTIAL CHANGE ORDER TITLE: CE #019 - ASI #04 dated 06.28.23

CHANGE REASON: Owner Change

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

CE #019 - ASI #04 dated 06.28.23 (GSE)

ASI #04 issued 06.28.23 includes various items including the owner added Ground Service Equipment.

- Added beams at corner canopy per S202A5 (no credit for cold formed metal framing as soffit framing below)
- New water main around terminal for water lines outside, extend to GSE pads by others under WP-3
- Provide new CW with cap and shut-off at concessions as per P200A4
- Electrical including
 - (4)-3" and (8)-2" conduits
 - Delete overhead conduits as per notes
 - Deletion of future generator
 - Delete ATS-A-LS and ATS-A
 - Provide new MCB-GSE 4000 Section
 - Extend empty conduits
 - ASI #04 provided detailed routing from the Trystar Docking Station to the Main Electrical Room. Routing considered at bid time was credited back with a delta carried between base and ASI #04.
 - 600 MCM to previously empty conduits as per E702 deleted Key Note 1 reference.

DDC / Magnum is not including time and general conditions with this change order. Market conditions are uncontrollable and should the project be extended due to delays in the delivery of switchgear, outside of DDC / Magnum control, then DDC / Magnum reserves our rights to request both Time and General Conditions.

ATTACHMENTS:

#	Cost Code	Description	Type	Amount
1	05-12-23 - Structural Steel	Provide labor, materials, and equipment to fabricate and install added beams at the corner canopy as per ASI #04.	Subcontract	\$ 15,654.64
2	22-05-01 - Plumbing Systems	Provide labor, materials, and equipment to supply and install new CW with cap and shut-off at concessions, new water main around terminal to pick-up water lines outside as per ASI #04. Water lines will be extended to GSE pads by others under WP-3.	Subcontract	\$ 112,621.27
3	26-05-01 - Electric	Provide labor, materials, and equipment to supply and install all power, data, gear, conduit, etc. changes as per ASI #04. Electrical scope covers both WP-3 ASI #08 and WP-5 ASI #04.	Subcontract	\$ 571,113.00



DEANGELIS DIAMOND

PCO #WP-5 - 001

Subtotal:	\$699,388.91
Subcontractor Default Insurance: 1.25% Applies to all line item types.	\$ 8,742.36
Bond: 1.00% Applies to all line item types.	\$ 7,081.31
Liability Insurance: 0.85% Applies to all line item types.	\$ 6,079.31
Fee: 4.50% Applies to all line item types.	\$ 32,458.14
Grand Total:	\$753,750.03

Only work specifically outlined in this Prime Contract Potential Change Order is included.

Contractor reserves its rights to extensions of time and/or extended general conditions associated with impacts and delays arising out of or caused by this Change in the Work.

Gresham Smith, a Tennessee General Partnership

302 Knights Run Avenue, Suite 900
Tampa, Florida 33602

Sarasota Manatee Airport Authority

6000 Airport Circle
Sarasota, Florida 34243

DeAngelis Diamond Construction, LLC

2601 Cattlemen Rd, Suite 404
Sarasota, Florida 34232

Kelley L. Pope

10-Aug-23

SIGNATURE **DATE**

DeAngelis Diamond Construction HQ

SIGNATURE **DATE**

page 2 of 2

SIGNATURE **DATE**

Printed On: 8/10/ 2023 04 :36 PM



DEANGELIS DIAMOND

DeAngelis Diamond Construction HQ
 2601 Cattlemen Rd, Suite 404
 Sarasota, Florida 34232
 Phone: (941) 952-3846

PCO #WP-5 - 002

Project: 23-004 - SRQ Ground Boarding Fac (WP 5)
 6000 Airport Circle
 Sarasota, Florida 34243

Prime Contract Potential Change Order #WP-5 - 002: CE #001 - GBF IFC & Permit Drawings

TO:	Sarasota Manatee Airport Authority 6000 Airport Circle Sarasota Florida, 34243	FROM:	DeAngelis Diamond Construction, LLC 6635 Willow Park Drive Naples Florida, 34109
PCO NUMBER/REVISION:	WP-5 - 002 / 0	CONTRACT:	23-004-1 - SRQ Ground Boarding Facility Prime Contract
REQUEST RECEIVED FROM:		CREATED BY:	Kelly Pope (DeAngelis Diamond Construction, LLC)
STATUS:	Pending - Proceeding	CREATED DATE:	8/2 /2023
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		SCHEDULE IMPACT:	
DUE DATE:		TOTAL AMOUNT:	\$357,461.68

POTENTIAL CHANGE ORDER TITLE: CE #001 - GBF IFC & Permit Drawings

CHANGE REASON: AHJ Change

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

CE #001 - GBF IFC & Permit Drawings

Division 03:

- Added depressed slab per S201A4.

Division 05:

- Added Guardrails & Handrails per A201A4 - Galvanized finish included, ASI #01 & ASI #02 .
 - Includes modified guardrail sizes per IFC.

Division 06:

- Casework/Millwork: TSA Breakroom PL-7 Wilsonart Dove Grey per Gresham Smith 07/26/23.
- Added ELBC door closures per new details.

Division 07:

- EFIS - 1/A480 Deleted rigid insulation, no savings, included at GMP.
- Roofing - Added stainless steel flashing per detail 5/A462

Division 08:

- Security Grille - Increased from 66" to 74"-6"
- Added doors & hardware at security grille pocket

Division 09:

- Carpet - Powerbond carpet tiles changed to Powerbond rolled (broadloom)
- Added cladding at overlook podium. Credit for paint is included.
 - Overlook Podium to remain as per IFC Plans dated 04/18/23.
- Insulation/Drywall/Finish - Various wall type changes included at GMP, no additional cost included.
- Added 1/2" PT Plywood Backing for Exterior Signage (10 Signs) per Exterior Elevations. Ex.ID.C1 & EX.ID.C2 included at Exterior Only
- Added MR/XP Drywall at N08 Locations per Plans
- Upgrade to N06 from N04 at SSCP Area
- Added Engineering for Structural Steel Changes per 3/A462
- Added Soffits (3) at SSCP per A515



DEANGELIS DIAMOND

PCO #WP-5 - 002

Division 21:

- Added fire sprinkler heads at ELBC.

Division 26:

- Added fixtures and circuitry per E201.1
- Added floor boxes in Conference Room and receptacles per E301.F3
- Added power to roof top equipment per E302
- Added increased power requirements at panel GMB2

*Note: The IFC Narrative identifies changes that were included in DDC/MB's A&C's.

EXCLUSIONS:

- Added sloped walk way per A201A4, A701. Will be reconciled with ASI #02 Change Order.
- Quartz tops at TSA breakroom (remain plastic laminate as per discussion)
- Insulation and galvanized expanded wire mesh at the security grille enclosure
- AESS & HPC finish at guardrails at west side of building (e.g. A-201A4 & A-701)

ATTACHMENTS:

[SRQ Airport WP-5 - IFC Pricing combined R1.pdf](#)

#	Cost Code	Description	Type	Amount
1	09-68-10 - Flooring & Wall Tile	Change carpet tile to broadloom	Subcontract	\$ 17,127.90
2	03-11-13 - Concrete	Add depressed slab to Baggage Screening Spare Parts	Subcontract	\$ 2,000.00
3	05-12-23 - Structural Steel	Added guardrail & handrail to west side (reference A4)	Subcontract	\$ 56,523.00
4	07-50-10 - Built Up Roofing	Added stainless steel flashing per revised roofing detail	Subcontract	\$ 16,092.12
5	08-71-10 - Finish Hardware	Provide labor to install added doors and hardware at grille pocket	Subcontract	\$ 500.00
6	08-11-13 - Hollow Metal Doors	Provide doors and hardware for added openings to security grille pocket	Subcontract	\$ 4,665.91
7	09-91-10 - Paint	Paint	Subcontract	(\$400.00)
8	21-05-01 - Fire Sprinklers	Added sprinkler heads to ELBC	Subcontract	\$ 1,266.29
9	26-05-01 - Electric	Various electrical changes	Subcontract	\$ 171,734.00
10	08-33-23 - Overhead Doors	Change security grille from 66" to 74"-6"	Subcontract	\$ 5,930.00
11	09-94-16 - Faux Finishing	Added wall cladding at SSCP Overlook Podium	Subcontract	\$ 6,500.00
12	09-68-10 - Flooring & Wall Tile	Add stainless steel base at SSCP Overlook Podium	Subcontract	\$ 11,400.00
13	09-21-16 - Drywall	Drywall/Framing/Insulation	Subcontract	\$ 23,842.00
14	06-41-16 - Plastic-Laminate-Clad Architec	ELBC door closures as per details	Subcontract	\$ 14,500.00
Subtotal:				\$331,681.22
Subcontractor Default Insurance: 1.25% Applies to all line item types.				\$ 4,146.02
Bond: 1.00% Applies to all line item types.				\$ 3,358.27
Liability Insurance: 0.85% Applies to all line item types.				\$ 2,883.08
Fee: 4.50% Applies to all line item types.				\$ 15,393.09
Grand Total:				\$357,461.68

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10-Aug-23

SIGNATURE DATE

SIGNATURE DATE

SIGNATURE DATE

DeAngelis Diamond Construction HQ

AGENDA ITEM NO. 7.1

**Sarasota Manatee Airport Authority
Balance Sheet
Monday, July 31, 2023**

Assets*Current Assets*

Cash & Investments	\$56,722,276
Accounts Receivable	363,498
Accrued Interest Receivable	27,699
Inventory	328,110
Prepaid Insurance	552,272
Prepaid Expense & Other Assets	585,269
<i>Total Current Assets</i>	<u>58,579,122</u>

Non-Current Assets

<i>Customer Facility Funds</i>	14,619,034
<i>Passenger Facility Funds</i>	852,455
Airport Facilities & Equipment	364,746,393
Accumulated Depreciation	(215,196,482)
Intangible Assets, net	795,375
Construction in Progress	58,527,526
<i>Total Non-Current Assets</i>	<u>224,344,301</u>

Total Assets**\$282,923,424****Deferred Outflow of Resources - Pension****2,376,111****Liabilities and Net Position***Current Unrestricted Liabilities*

Accounts Payable	929,937
Unearned Income	197,300
Accrued Expenses & Other Liabilities	1,046,882
<i>Total Unrestricted Liabilities</i>	<u>2,174,119</u>

Non-Current Liabilities

Net Pension Liabilities	3,634,535
<i>Total Non-Current Liabilities</i>	<u>3,634,535</u>

Total Liabilities**5,808,654****Deferred Inflow of Resources - Pension****1,862,506****Net Position**

Net Assets	248,868,301
Current Profit Account	28,760,074

Total Net Position**277,628,375**

Sarasota Manatee Airport Authority
Budget/Year to Date Actual
For the Period Ending Monday, July 31, 2023

	<i>This Month This Year</i>	<i>Total Budget</i>	<i>Year to Date This Year</i>	<i>Budget Less Actual YTD</i>	<i>Actual YTD %</i>
Airline Rentals, Fees and Charges					
Landing Fees - Signatory	\$64,819	\$801,896	\$715,978	\$85,917	89.3%
Landing Fees - Nonsignatory	598	29,264	28,459	805	97.2%
Landing Fees - Nonscheduled	75	0	2,736	(2,736)	0.0%
Preferential Apron Fees	36,120	356,101	320,887	35,213	90.1%
Concourse Circulation	437,199	4,566,066	3,933,835	632,231	86.2%
Baggage Claim Area	98,378	1,080,250	911,901	168,349	84.4%
Gate Use Fees - Signatory	10,184	190,367	222,084	(31,717)	116.7%
Terminal and Gate Fees - Nonsignatory	9,243	401,557	413,337	(11,780)	102.9%
Airline Terminal Rent - Signatory	170,109	1,841,598	1,536,819	304,778	83.5%
Airline Terminal Rent - Nonsignatory	4,391	44,336	43,906	429	99.0%
Total Airline Revenues	831,116	9,311,433	8,129,943	1,181,490	87.3%
Non-Airline Revenue					
Air Cargo Facility	15,304	169,050	144,524	24,526	85.5%
Subtotal	15,304	169,050	144,524	24,526	85.5%
Airfield					
Fuel Flowage Fees	35,468	500,000	541,924	(41,924)	108.4%
Ground Lease Airfield	32,628	181,119	326,278	(145,159)	180.1%
T-Hangar Facilities	83,642	995,688	802,143	193,545	80.6%
Fixed Base Operators - Rent	79,481	761,240	742,445	18,795	97.5%
Fuel Service - ASIG	6,861	79,483	67,356	12,127	84.7%
Subtotal	238,079	2,517,530	2,480,145	37,385	98.5%
Terminal Building					
RAC Counter Space	14,500	174,000	144,997	29,003	83.3%
Other Terminal Rents	23,219	294,070	232,186	61,885	79.0%
Advertising	39,692	300,000	425,302	(125,302)	141.8%
Restaurant Services	129,727	1,339,000	1,146,113	192,887	85.6%
Gift Shop	89,015	1,054,000	787,879	266,121	74.8%
Miscellaneous	243	1,500	1,164	336	77.6%
Vending	3,484	15,000	25,671	(10,671)	171.1%
Subtotal	299,880	3,177,570	2,763,311	414,259	87.0%
Terminal Area					
Car Rental %	697,711	10,360,000	9,592,889	767,111	92.6%
Auto Parking	619,434	7,000,000	8,189,276	(1,189,276)	117.0%
Ground Transportation	56,329	443,000	566,855	(123,855)	128.0%
Fuel Flowage Fees - Menzies	51,600	800,000	750,100	49,900	93.8%
RAC Ready Car Spaces	5,280	65,000	54,330	10,670	83.6%
Parking Stickers/Hang Tags	4,963	80,000	101,723	(21,723)	127.2%
Taxi Cab Service	6,090	98,000	68,213	29,787	69.6%
RAC Buildings Land Rent	45,945	551,337	459,448	91,890	83.3%
Subtotal	1,487,351	19,397,337	19,782,833	(385,496)	102.0%
Non-Aviation Area					
University Self Storage Income	43,762	543,283	472,775	70,508	87.0%
Buildings - Non-Aviation	35,140	415,424	345,145	70,279	83.1%
Common Area Maint - Comm Parke	500	6,000	5,000	1,000	83.3%
Land - Non-Aviation	35,558	466,500	399,732	66,768	85.7%
Subtotal	114,959	1,431,207	1,222,652	208,555	85.4%
Total Operating Revenue	2,986,689	36,004,127	34,523,409	1,480,718	95.9%
Investment Income + Other Income					
Investment Income					
Interest Earned - Operating	120,750	400,000	1,247,258	(847,258)	311.8%
Interest Earned - Other	0	0	0	0	0.0%
Subtotal	120,750	400,000	1,247,258	(847,258)	311.8%
Other Income					
Passenger Facility Charges	216,476	7,980,020	6,091,581	1,888,439	76.3%
Customer Facility Charges	655,309	7,000,000	7,522,146	(522,146)	107.5%
Grant Revenue - Other	0	0	87,082	(87,082)	0.0%
Grant Revenue - FAA	3,360,095	0	12,364,441	(12,364,441)	0.0%
Grant Revenue - FDOT	0	0	260,177	(260,177)	0.0%
Miscellaneous Income	170	10,000	17,968	(7,968)	179.7%
Miscellaneous Income - LEO	0	0	11,040	(11,040)	0.0%
I.D. Badges	1,733	30,000	46,659	(16,659)	155.5%
Profit/Loss on Disposal	2,360	15,000	16,336	(1,336)	108.9%
Extraordinary Items	0	0	44,500	(44,500)	0.0%
Asset Writedown/Up on Investments	160,239	0	727,729	(727,729)	0.0%
Subtotal	4,396,381	15,035,020	27,189,659	(12,154,639)	180.8%
Subtotal Investment Income & Other	4,517,131	15,435,020	28,436,916	(13,001,896)	184.2%
Total Revenues	7,503,820	51,439,147	62,960,325	(11,521,178)	122.4%

Sarasota Manatee Airport Authority
Budget/Year to Date Actual
For the Period Ending Monday, July 31, 2023

	<i>This Month This Year</i>	<i>Total Budget</i>	<i>Year to Date This Year</i>	<i>Budget Less Actual YTD</i>	<i>Actual YTD %</i>
Utilities					
Electric-Utility	85,760	825,600	700,799	124,801	84.9%
Refuse Collection	10,083	93,500	52,913	40,587	56.6%
Water and Sewer	17,114	165,000	162,572	2,428	98.5%
Subtotal	112,957	1,084,100	916,284	167,816	84.5%
Personnel					
Salary/Wages	945,281	11,443,598	10,099,515	1,344,083	88.3%
Health Insurance	204,235	2,627,901	2,022,571	605,330	77.0%
Retirement	165,809	1,940,001	1,807,929	132,072	93.2%
Social Security	50,237	683,772	549,320	134,452	80.3%
Medicare	12,944	165,933	141,114	24,819	85.0%
Disability	119	1,700	1,194	506	70.2%
Unemployment	0	28,298	0	28,298	0.0%
Worker's Compensation	24,170	396,434	241,699	154,735	61.0%
Employment Expenses	196	10,000	1,164	8,836	11.6%
Subtotal	1,402,992	17,297,637	14,864,506	2,433,131	85.9%
Administration					
Advertising	14,093	145,700	66,865	78,835	45.9%
Bad Debts Expense	0	5,000	0	5,000	0.0%
CEO Auto Expenses	1,315	20,000	13,929	6,071	69.6%
Public Relations	5,086	56,000	49,375	6,625	88.2%
Customs	(25,123)	225,000	212,956	12,044	94.6%
Data Processing	7,771	145,000	131,688	13,312	90.8%
Software Licenses/Annual Support	19,936	293,050	260,404	32,646	88.9%
Dues and Subscriptions	3,949	147,906	141,193	6,713	95.5%
Employee Service Awards	75	6,125	1,311	4,814	21.4%
Entertainment	60	18,600	10,876	7,724	58.5%
Insurance - Property	60,494	813,151	638,245	174,906	78.5%
Insurance - General Liability	7,259	95,584	72,588	22,996	75.9%
Insurance - Surety Bonds	5,175	51,946	51,017	929	98.2%
Insurance - Vehicles	7,481	91,456	74,810	16,646	81.8%
Legal Expense	32,623	425,000	549,757	(124,757)	129.4%
Loss & Safety Program	0	200	0	200	0.0%
Marketing Trade Show Registration	30	30,200	15,988	14,212	52.9%
Miscellaneous	4,286	87,100	55,697	31,403	63.9%
Office Supplies and Equipment	2,123	102,500	101,851	649	99.4%
Postage	200	5,200	3,494	1,707	67.2%
Professional Services	43,712	565,960	618,349	(52,389)	109.3%
Records Retention	0	1,500	580	920	38.7%
Sponsored Events	0	8,900	5,385	3,515	60.5%
Taxes	0	27,300	18,669	8,631	68.4%
Telephone Service	35,324	345,600	262,756	82,844	76.0%
Training	5,839	111,000	45,496	65,504	41.0%
Travel	35,920	203,400	186,063	17,337	91.5%
Holiday Decorations	890	38,000	25,583	12,417	67.3%
Uniforms	7,810	77,100	66,187	10,913	85.8%
Subtotal	276,327	4,143,478	3,681,114	462,364	88.8%
Operations					
Air Conditioning	4,429	63,000	81,187	(18,187)	128.9%
Carpentry	100	38,000	14,705	23,295	38.7%
Common Area Maint - Comm Parke	729	10,000	6,573	3,427	65.7%
Electrical	1,669	58,900	74,756	(15,856)	126.9%
Access Control	2,146	17,000	4,343	12,657	25.5%
Equipment Rental	8,800	33,000	95,333	(62,333)	288.9%
Equipment Repair	8,222	135,150	94,068	41,082	69.6%
Loading Bridge Repair	19,793	85,000	94,756	(9,756)	111.5%
Conveyor & Belts	187	40,000	13,874	26,126	34.7%
Terminal Audio & Paging Repairs	0	14,000	9,276	4,724	66.3%
Repairs Generator	60	15,000	4,036	10,964	26.9%
Repairs - Tires	6,950	25,000	45,274	(20,274)	181.1%
FAA Mandated Security Measures	0	500	103	397	20.5%
Fence and Gate Repair	277	20,500	9,344	11,156	45.6%
Interior Planting	0	500	0	500	0.0%
Irrigation System	245	11,500	2,257	9,243	19.6%
Janitorial Service	136,246	1,835,000	1,375,024	459,976	74.9%
Floor Maintenance	187	72,500	28,834	43,666	39.8%
Landscape Maintenance	2,842	60,200	49,781	10,419	82.7%
Miscellaneous Construction	6,563	112,400	63,089	49,311	56.1%
Paint and Markings	5,405	87,800	96,916	(9,116)	110.4%
Permits & Licenses	393	2,650	1,798	852	67.8%
Paving and Pavement Repairs	0	71,500	3,098	68,402	4.3%
Plumbing	6,118	39,500	40,874	(1,374)	103.5%
Radio Equipment Repairs	0	4,400	1,463	2,937	33.3%
Service Contracts	42,119	1,130,040	1,077,551	52,489	95.4%
Shuttle Service	650	18,000	12,267	5,733	68.1%
Vehicle Repairs	3,525	64,500	58,298	6,202	90.4%
Subtotal	257,656	4,065,540	3,358,877	706,663	82.6%

Sarasota Manatee Airport Authority
Budget/Year to Date Actual
For the Period Ending Monday, July 31, 2023

	<i>This Month This Year</i>	<i>Total Budget</i>	<i>Year to Date This Year</i>	<i>Budget Less Actual YTD</i>	<i>Actual YTD %</i>
Supplies					
Fabrication Supplies	495	13,300	9,460	3,840	71.1%
Extinguishing Agent	0	30,000	1,836	28,164	6.1%
First Aid Supplies	433	9,800	3,629	6,171	37.0%
Gas & Fuel	13,824	114,400	102,909	11,491	90.0%
Identification	317	15,000	20,220	(5,220)	134.8%
Janitorial Supplies	21,752	297,500	268,916	28,584	90.4%
Lighting	23	27,000	(2,622)	29,622	-9.7%
Lighting - Airfield	67	53,000	31,621	21,379	59.7%
Miscellaneous Supplies	523	10,000	6,587	3,413	65.9%
Miscellaneous Terminal Furnishings	0	8,000	558	7,442	7.0%
Non-Capital Equipment	2,681	125,110	69,346	55,764	55.4%
Safety Supplies	1,184	3,000	2,608	392	86.9%
Shop Supplies	3,171	17,000	22,933	(5,933)	134.9%
Signage	4,997	53,300	33,278	20,022	62.4%
Small Tools and Equipment	1,608	41,500	40,629	871	97.9%
Vegetation Control	0	20,000	14,373	5,627	71.9%
Ammunition/Wildlife Disbursement	0	12,500	12,961	(461)	103.7%
Subtotal	51,076	850,410	639,241	211,169	75.2%
Total Operating Expenses	2,101,008	27,441,165	23,460,021	3,981,144	85.5%
Profit (Loss) from Operations	5,402,812	23,997,982	39,500,304	(15,502,322)	164.6%
Depreciation and Amortization					
Amortization	35,657	0	358,428	(358,428)	0.0%
Depreciation	987,433	0	9,841,003	(9,841,003)	0.0%
Total Depreciation and Amortization	1,023,090	0	10,199,431	(10,199,431)	0.0%
Other Expenses					
Marketing	11,585	1,150,000	540,800	609,200	47.0%
Total Other Expenses	11,585	1,150,000	540,800	609,200	47.0%
Net Profit (Loss)	\$4,368,137	\$22,847,982	\$28,760,074	(\$5,912,092)	125.9%

**Sarasota Manatee Airport Authority
Investment Portfolio
For the Month of July 2023**

<u>Description</u>	<u>Cusip/Invest</u>	<u>Coupon</u>	<u>Par Value Orig Face</u>	<u>Purchase or Book Yield</u>	<u>Acquisition Cost</u>	<u>Purchase Date</u>	<u>Maturity Date</u>	<u>Int. Rec'd</u>	<u>Market Value</u>	<u>Yield @ Market</u>	<u>Market Price</u>	<u>Purchase or Book Price</u>
				(1)				(2)	(3)			
1 US Treasury Note	91282CDA6	0.250	10,000,000	0.306	9,989,063	10/8/2021	9/30/2023	2,083	9,914,800	0.25	99.148	99.890
2 US Treasury Note	91282CCN9	0.125	8,000,000	0.766	7,921,875	1/18/2022	7/31/2023	833	8,000,000	0.13	100.000	99.020
3 US Treasury Note	91282CDR9	0.750	8,000,000	0.091	7,974,688	1/18/2022	12/31/2023	5,000	7,848,160	0.77	98.102	99.680
4 TD Bank CD	3282200422	3.250	10,000,000	3.250	10,000,000	7/11/2022	9/15/2023	27,603	10,000,000	3.25	100.000	100.000
5 US Treasury Bill	912796Z51		4,158,000	5.339	4,111,419	6/13/2023	8/30/2023		4,139,788	5.38	99.562	98.880
6 Fed Home loan Bk	313384KFS		4,123,000	5.007	4,063,655	4/27/2023	8/10/2023		4,117,764	5.01	99.873	98.56
7 US Treasury Bill	912796Z36		4,100,000	4.674	4,028,199	4/4/2023	8/17/2023		4,090,447	5.17	99.767	98.25
8 US Treasury Bill	912797FC6		4,150,000	5.455	4,060,429	5/31/2023	10/26/2023		4,097,835	5.51	98.7430	97.84
Total Investments			<u>52,531,000</u>		<u>52,149,327</u>			<u>35,519</u>	<u>52,208,793</u>			

(1) Yield to Maturity.

(2) Interest on Notes is paid semi-annually, accrued monthly (USTN)

(3) Market value on non-restricted funds are provided by the Custodian, US Bank.

Sarasota Manatee Airport Authority
Investment Analysis - Portfolio Activity Report
For the Month of July 2023

<u>Transaction Date</u>	<u>Maturity Date</u>	<u>Description</u>	<u>Cusip/Invest</u>	<u>Coupon Yield</u>	<u>Original Face Purchase price</u>	<u>Sales Price Market Price</u>	<u>Gain or (Loss) on Sale</u>
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Securities Purchased:

Securities Sold:

<u>Transaction Type</u>	<u>Purchase Date</u>	<u>Maturity / Sale Date</u>	<u>Issuer</u>	<u>Cusip</u>	<u>Par Amount</u>	<u>Purchase Price</u>	<u>Book Yield</u>	<u>Book Value</u>	<u>Maturity / Sales Price</u>	<u>Maturity / Sales Value</u>	<u>Gain (Loss)</u>	<u>Accrued Interest</u>
Buy	1/18/2022		USTN	91282CCN9	8,000,000	99.020000	0.766000	7,921,875.00				
Maturity		7/31/2023	USTN	91282CCN9					100.00	8,000,000.00	78,125.00	

All information can be found on the trade ticket

AGENDA ITEM NO. 7.3

SARASOTA MANATEE AIRPORT AUTHORITY FINANCE & ADMINISTRATION STAFF REPORT AUGUST 28, 2023 REGULAR MEETING

FINANCE

JULY 2023

Budget/Financial Information: Included in the Board packet are the unaudited **preliminary** financial statements for **July**. Summary information contained therein for **July** is as follows:

- Operating revenues for **the month of July** were approximately **.01% lower** than anticipated in the FY 23 budget.
- Operating expenses for **the month of July** were approximately **.07 % lower** than anticipated in the FY 23 budget.
- On a **year to date basis**, operating income is **13.9% above** budget and operating expenses are **2.5% above** 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 a total of \$77,047 for July 2023.**

Passenger Facility Charge (PFC): A separate detail which reflects PFC collections for the month of **July** and cumulative to date.

Summary Costs and Grant Reimbursements: A summary for both Capital Projects and in-house projects are as follows for July 2023: We expended \$ 4,651,629 and received grant reimbursements of \$ 3,360,095 which represent prior months filings. The fiscal year to date expenditures total \$ 38,259,483 with grant reimbursements of \$ 17,234,835 for a current cash flow deficit of \$ 21,024,648.

Sarasota Manatee Airport Authority
Sarasota Bradenton International Airport (SRQ)
PFC Collections by Carrier

Carrier	Jul-23	Collected since inception	Carrier	Jul-23	Collected since inception	Carrier	Jul-23	Collected since inception
Aces Airlines		24.86	Croatia Airlines		79.02	Northwest		1,996,108.91
Aer Lingus		1,381.07	Czech Airlines (Aviation Industry Consultants)		2,516.42	Olympic Airways		165.43
Aero California		8.64	Delta Air Lines		32,762,682.88	Pan American		5.84
Aero Costa Rico		2.92	El Al Israel Airlines		1,400.37	Panamena De Aviacion		8.78
Aeroflot - Russian Airlines		965.48	Elite		61,345.86	Paradise Island		28.80
Aeromexico	122.48	5,585.91	Emirates		4,362.53	PenAir (Penninsula Airways)		13.17
AeroPeru		19.02	Empire		757.44	Philippine Air		184.38
Aerpostal Venezuela		17.52	Eva Airways		805.58	Private Jet		3,719.95
Air Aruba		11.68	ERA Aviation		84.84	Qantas	8.67	4,025.27
Air Canada	661.13	1,081,537.41	Etihad Airways	4.39	614.60	Qatar		3,715.65
Air Europa	225.86	401.46	Express One		8,387.70	Reno Air		35,332.00
Air France		34,802.67	Falcon Express		1,454.16	Republic Airlines		3,612.86
Air India		2.88	Faucett		8.76	Royal Air Maroc		69.66
Air New Zealand		1,973.36	Finnair	8.78	677.25	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	4.39	566.31	Frontier Airlines		634,558.18	SAHSA		5.28
Air Sunshine		109,075.76	G-P Express		89.28	SAS (Scandinavian)	30.73	4,371.73
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	79.02	Sevicios Avensa		280.28
Alaska Airlines		6,275.03	Great Lakes Aviation		44.06	Silver Airways Corp		114.14
Alitalia/ITA	52.68	4,342.98	Hahn Air		2,956.82	Singapore	13.17	3,286.67
All Nippon Airways (ANA)	4.39	588.26	Hawaiian Airlines		1,013.65	Skyservice		9,903.84
Allegiant Air		5,918,731.14	Iberia		1,536.46	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	204,739.28	5,019,112.24
American (AMR)		6,666,474.17	JAL (Japan Airlines)		905.31	Sun Country	3,204.70	416,659.84
ATA Airlines, Inc.		2,527,486.80	Jet Airways		114.14	Sun Pacific Int'l (HMHF)		3,612.04
Asiana Airlines		682.02	Jet Blue		5,887,039.98	Sunworld Int'l Airlines		224.84
ATA Leisure Corp.		90,614.78	JetsGo		6,418.18	SwissAir		5,521.06
Austrian Airlines	8.78	950.25	Kenya		206.43	Taca Int'l Air		348.76
AV Atlantic		1,027.84	KLM	221.47	11,212.30	TAM Airlines (Aviation Industry Consultants)		1,039.00
Avelo Airlines		212,770.66	Korean Air	13.17	17,689.77	TAP Air Portugal		220.87
Avensa		43.20	Kuwait Airways		2.92	Tower Air		17.52
Avianca		245.09	Lacsa		36.54	Trans Brasil Airlines		20.44
Aviateca, S.A.		5.84	Laker Airways		803.00	Trans World Airways		781,609.36
Azul Brasileiras		8.78	Lan Airlines		21.95	Turk Hava (Turkish)	82.42	2,004.17
Big Sky		2.92	Lan Argentina		17.56	Ultrair		2.88
Breeze Airlines	6,330.38	98,120.89	Lan Chile		372.72	United		4,449,816.32
British Airways		11,864.58	Lan Peru		21.95	US Air Shuttle		2.92
Brussels Airlines	8.78	206.22	LATAM Airlines Group		482.90	US Airways		8,883,648.83
BWIA		78.84	Leisure Air		33,007.40	USA 3000		79,178.04
Canada 3000		100,572.36	Lineas Aereas Privadas Argentinas		16.07	V Australia (Virgin Blue)		386.32
Canadian Airlines		64,977.45	Lone Star		69.52	Varig		668.53
Canair		20,334.88	Lot Polish Airlines	4.39	1,493.89	Vietnam Airlines		83.41
CanJet		120,295.00	LTU		74.88	Virgin Atlantic		7,245.99
Cape Air / Hyannis Air Service		242.90	Lufthansa	38.96	8,070.49	Viscount Air Service		2,006.04
Carnival Air Lines		1,883.40	Malaysia		406.88	Viscount Air Tours		353.32
Casino Air Link		887.68	Malev Hungarian		241.88	Vision		2,809.60
Casino Express		8,389.66	Mark Travel Corp.		10,856.56	WestJet		59,780.01
Cathay Pacific		3,263.30	Mesa Airlines		132.20	World Airways		35.04
Cayman Airways		101.96	Compania Mexicana		438.74	Total	215,819.73	88,135,611.49
Champion Air (MLT, Inc.)		9,343.96	MGM Grand Air		302.40	PFC checking Interest	656.47	1,748,006.00
China Airlines	13.17	2,428.39	Miami Air Int'l		5,515.47	PFC investment Interest		1,526,893.55
Colgan Air, Inc.		151.86	Midway Airlines		601.52	Securities-bought		32,071,184.66
ComAir		21,805.38	Midwest		1,922.08	Securities-sold		32,058,520.85
Compania		33.75	Mountain West		11.68	Securities interest		224,518.18
Conquest		5.76	National Airlines		5.84	Service charges		6,970.26
Continental Airlines		3,580,174.07	Nicaraguense de Aviacion		5.84	Expenditures		90,762,939.82
Continental Micronesia		44.05	North American Airlines		443.39	Balance		852,455.33
Copa		11.56						



SARASOTA MANATEE AIRPORT AUTHORITY MONTHLY INVESTMENT REPORT

June 2023

Prepared by Karen E. Rushing, Clerk of the Circuit Court and County Comptroller



Summary of Investment Strategy: The Fed left rates unchanged at this month's FOMC meeting, but everything from the statement to the Summary of Economic Projections and press conference indicated higher rates are coming, with a hike likely in July and another in September. Before the meeting, FOMC participants explained the decision to pause was in deference to tightening bank credit – the FOMC wants more information about how much it is tightening, but in his press conference, Powell explained it was really about pace, suggesting he thinks it's appropriate to tighten at successive meetings now that rates are at least modestly restrictive. Current investable U.S. Treasury yields range from 4.16% to 5.28%. Purchases this month were \$4.2 million and maturities were \$8.2 million. Upon identification of future cash flow needs by Airport Authority staff, overnight funds will be deployed to enhance performance.

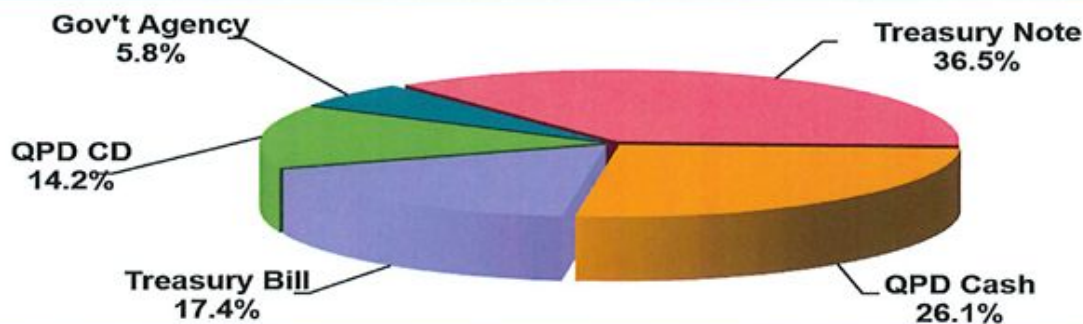
KEY ECONOMIC INDICATORS

- ISM Manufacturing came in at 46.9 in May, below expectations of 47.0 and below prior month's value of 47.1.
- Non-Farm Payrolls increased by 339k in May which was above expectations of 195k. April's figure was revised lower to 217k from the previously reported 253k.
- Average hourly earnings were up 4.3% in May – below expectation of 4.4% and below last month's increase of 4.4%.
- Producer prices ex-food and energy, YOY rose 2.8% in May; below expectations of 2.9% increase and below prior month's revised 3.1%.
- Retail sales ex auto and gas decreased by 0.4% in May which was above expectations of 0.2% but lower than prior month's revised 0.5%.

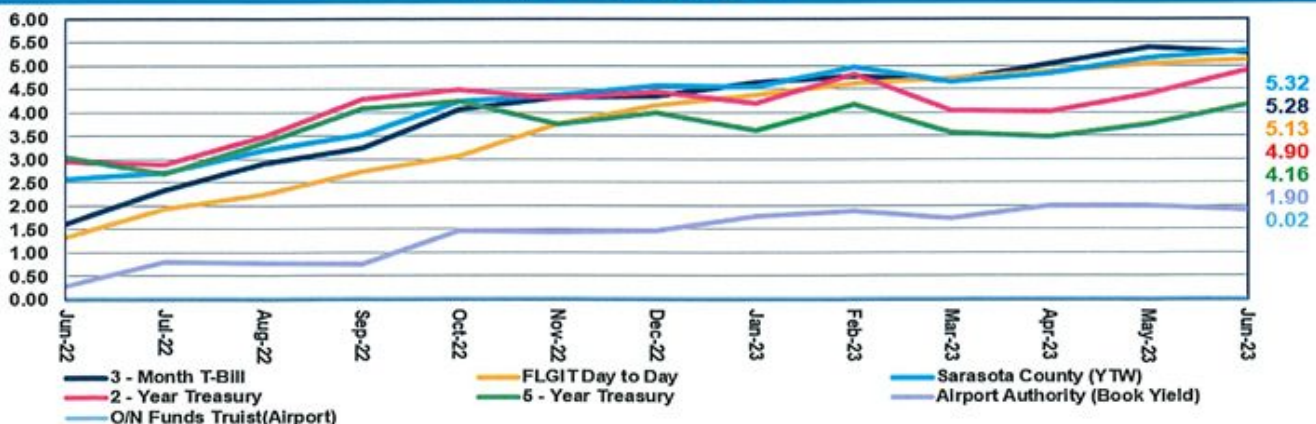
NEWS and EVENTS

- Investors are bracing for a flood of more than \$1 trillion of Treasury bills in the wake of the debt-ceiling fight, potentially sparking a new bout of volatility in financial markets.
- Insurers are pulling back on homeowners' policies in vulnerable areas nationally out of fear of floods, storms and fires made worse by climate change and soaring costs of rebuilding.
- Federal Reserve officials agreed to hold interest rates steady after 10 consecutive increases but signaled that they were prepared to raise rates next month if the economy and inflation don't cool more.
- Treasury Secretary Yellen said that more banks would probably seek to merge this year as higher interest rates and recent banking turmoil are making it more expensive for them to hang on to depositors.

PORTFOLIO COMPOSITION



YIELD COMPARISON





June 2023



PORTFOLIO STATISTICS

*Includes Cash

	January	February	March	April	May	June
Portfolio at Cost	73,858,644	72,020,765	71,502,880	72,912,011	75,253,692	70,560,817
Market Value Portfolio	73,352,019	71,562,804	71,258,533	72,710,800	75,129,780	70,460,045
Yield Based Upon Cost	1.78%	1.88%	1.73%	2.00%	1.99%	1.90%
Interest Accrued	35,300	35,269	35,327	35,282	35,320	35,307
Interest Accrued Fiscal Year to Date						\$ 319,810

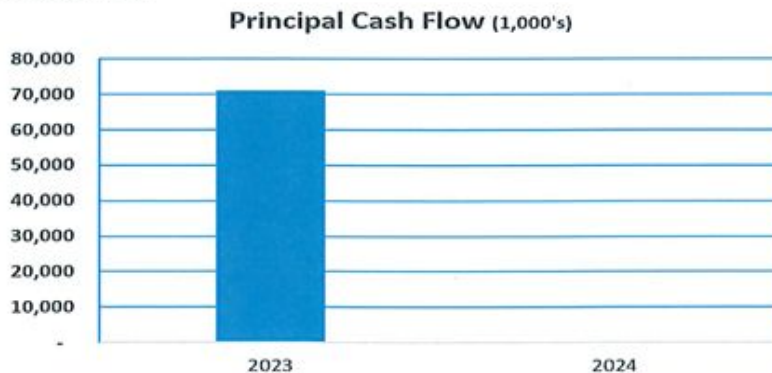
SHOCK ANALYSIS

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	\$ 70,560,817	\$ 70,560,817	\$ 70,560,817	\$ 70,560,817	\$ 70,560,817
Market Value	70,508,245	70,483,220	70,460,045	70,433,292	70,408,388
Gain/(loss) unrealized	(52,572)	(77,597)	(100,772)	(127,525)	(152,429)
Market price	99.39	99.36	99.32	99.29	99.25
Book Yield	1.90	1.90	1.90	1.90	1.90
WAL	0.18	0.18	0.18	0.18	0.18
Effective Duration	0.17	0.17	0.17	0.17	0.17
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.



**HUMAN RESOURCES DEPARTMENT
ACTIVITY FOR THE MONTH OF JULY 2023**

OPEN POSITIONS

POSITION	NUMBER OF POSITIONS	POSITIONS FILLED	APPLICANT(S) HIRED	STARTING DATE
Baggage Handling System Technicians	3	1	Ethan Mullett	7/17/2023
Baggage Handling System Technician - FT	1	1	Dorna Navidgooei	7/19/2023
Floor Maintenance Technician	2			
IT System Technicians	4			
Maintenance Technician	4			
Operations Intern	2	2	John Jones James Williams	7/10/2023 7/26/2023
Operations Security Coordinator	1	1	Monica Pshelensky	7/31/2023
Police Officer - PT	1	1	Scott Macniven	7/19/2023
Procurement Specialist	1	1	Dimitri Cardenas	7/5/2023
Senior Accountant	1	1	Charlene Haberstroh	7/31/2023
Traffic Control Specialist	3			
TOTALS	23	8		

SEPERATIONS

NAME	HIRE DATE	SEPERATION DATE	POSITION
Zachary Fabis	5/17/2023	7/7/2023	Operations Intern
Roy Holbrook	6/29/2022	7/15/2023	Traffic Control 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
Facilities Administrator	1	Facilities
Property Leasing Administrator	1	USS

PURCHASING**JULY 2023****BIDS/QUOTES:**

Schindler Elevator will start the Elevator Modernization Project on August 21, 2023. The schedule was delayed due to part supplies, work is anticipated to be complete by early December. The Concourse Service Elevator completion is scheduled to take 4-6 weeks and tenants have been advised the FIS Elevator at B-8 is available to use.

Site work is complete, and all the equipment has been received for the new Parking Lot Equipment Install. The schedule has been developed and the equipment is anticipated to be installed by the end of September. We hope to have Overflow Lot A complete, tested and open for Labor Day weekend. Training is scheduled with our parking management company and airport staff. The main challenge will be during the conversion and operating while two types of tickets from the old and new systems are processed.

The Banking Services RFP's were received for a Letter of Credit facility. We are doing our due diligence for both programs and will go to the Board in September.

We were unable to secure a company that will work with Airport Operations on the mandated Aviation Worker Screening Program. The schedule is extremely prohibitive and there was no interest from outside parties during the solicitation. The Authority will need to screen airport personnel 22 hours per week by 9/25/23 during randomly selected schedules. Congress is looking into the FAA requirement as many airports are finding this a very difficult program to comply with.

Airport Operations has selected Futron Aviation to implement the FAA required Safety Management System (SMS). The Implementation Plan needs to be submitted by April 23, 2024, and full implementation 36 months from this date. The SMS Program will be done in two phases over the next two fiscal years. The plan will cover both the airside and landside areas of the airport.

LED signs have been ordered for the new Cellphone Lot to display real-time flight information. The sign software is designed to also display revenue generating advertising if the Authority wants to expand their usage.

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.

WAREHOUSE:

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-usage/slow moving items as needed. **On-line auction activity through GovDeals for surplus/obsolete items: There were \$1,248.00 of sales in the month of July 2023.**

DEPARTMENT PROJECTS:

The Elevator Modernization Project and the new Parking Lot Equipment Replacement Project are progressing, although slightly behind schedule. The Lightning Protection Systems for T-Hangars and Ticket Wing are complete.

CONTRACTS ISSUED: None.

PURCHASING:

Purchase Orders Issued: 108

Blanket Purchase Orders Issued: 0

Emergency Purchase Orders Issued: 0

Change Orders Issued: 0

WAREHOUSE/RECEIVING:

Inventory Stock Transactions 72

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 **July 2023: None.**

AGENDA ITEM NO. 7.4

SARASOTA MANATEE AIRPORT AUTHORITY REAL ESTATE DEVELOPMENT & PROPERTIES STAFF REPORT AUGUST 28, 2023 REGULAR MEETING

REAL ESTATE DEVELOPMENT & PROPERTIES

JULY 2023

Allegiant Airlines: Plans are underway with Allegiant for to occupy all 5 gates in the Ground Boarding facility and to expand in the Cargo building.

Property #7/NEC and #12 NWC University & Bradenton Rd: SMAA application for DRI termination and rezoning in process. Property 7 temporary economy overflow parking under construction.

Property #5/6 and airfield: DRI termination and rezoning in process for airport parcels in Manatee County and will include airside and off airport parcels, including the DaVinci training center.

Rental Car/Status: Development of a consolidated QTA lot/facility in process and Properties to prepare amended lease/operating agreements with all three car companies, including lease extensions and rent increases. The ready/return reconfiguration is near complete.

Airport Hotel #3: The ground rent tenant is participating in the DRI/rezoning. Hotel tenant submitting plans for construction.

NORTH QUAD DEVELOPMENT:

- **Sheltair FBO:** Sheltair is proceeding with design, 100% design plans to be submitted to the Authority in August for TCP approval prior to submission to the county.
- **SRQ Hangar, LLC:** SRQ Hangar due diligence and conceptual site planning underway. Design plans have commenced.
- **EAA:** EAA has commenced with due diligence and conceptual site planning. Fundraising is underway.
- **GA FIS:** The GA FIS facility is in process and in redesign to value engineer, Redesign to include downsizing and merging with Sheltair ramp to reduce construction requirements. Properties to negotiate/complete a lease for the property/building, including an amendment to Sheltair ground lease..
- **Aerovanti:** This project is on hold as Aerovanti is experiencing financial issues and is making changes to leadership. Aerovanti has named a new CEO and Chairman to replace the former.

School District of Manatee County, Florida: Manatee Schools is value engineering which will include eliminating one of two hangars, then proceed to the permit and construction.

Team Success: Team Success received final Manatee School Board approval to operate. Sitework and buildings are complete, opening of the school is delayed and is now scheduled for the fall of 2024. An amendment for reimbursement to Team Success for excessive site cleanup will be forth coming once the school opens.

DaVinci: DaVinci is in design for the development of a 15,000-sf aircraft training facility on a portion of Property 5. SMAA will obtain DRI modifications in conjunction with this project. SMAA to participate in the overall infrastructure development including costs whereby the additional improvement will ready the remainder of the property for development.

Property 5 and 6: Property 5/6 is contemplated to be temporarily utilized as Park N Fly lots and are both in process. A one (1) acre site on Property 5 will be leased to DaVinci Inflight Training and the remainder of Property 5 is subject to discussions with a vertiport operator to be developed in the future.

Concessions: The two package RFP is out for solicitation with the selected concessionaires to be presented to the Board 3rd Qtr. 2023. Existing concessions agreements with both HMS Host and Paradies need to be extended and amended to coordinate redevelopment plans. Amendments are complete and will be submitted to the Board for consideration/approval in August. The amendments include a one-year extension and increased % rent. Also, additional rent for all Concourse storage space will commence in August.

HMS Host: HMS Host is in due diligence and design for this project.

Mitchell Management of Florida, Inc.: A second Concessions project to develop an Arby's and replace the current Kona Bar space is in process. The HMS Host Island Bar will be coordinated with this project to provide bar/lounge services to replace the Kona services/sales to allow Arby's to move into the space.

Just Baked: An additional vending company (Just Baked) is being tested both pre and post security which serves hot foods from a vending style machine. One of the two machines has been installed in the baggage area. The second machine will be in Concourse B soon after.

Property #10/M-lot hangars: The maintenance hangar and Agape hangar lease to Aerovanti to be extended for 3 additional months with rent to prepaid in full. While the lease with Elixir aircraft is negotiated and finalized, then Aerovanti will be transitioned out as Elixir occupies each hangar.

Lease negotiations are underway with Elixir aircraft for a long-term lease of both the maintenance hangar and the Agape hangar for a sales, service and assembly center. Properties anticipates the agreement will be presented to the Board at the September meeting for consideration/approval.

Property #2/Tallevast: Properties continues discussions/negotiations with Industrial development groups as to a joint development of this property.

Parking: SKIDATA to replace parking revenue equipment and is underway.

Dolphin FBO Expansion and Acquisition: Construction underway on six planned hangars at Dolphin/Hawthorne. Dolphin/Hawthorne plans to renovate the Dolphin facilities and plans are underway.

Atlantic FBO: Atlantic has submitted conceptual plans for expansion of hangars, discussions are underway.

USS storage/Property 9: Redevelopment of USS/Property 9 to an aviation industrial park is in process. A design team has been selected by the Board to assist in the project. An agreement to redesign Property 9 is in negotiations and will be presented to the Board for consideration/approval at the September meeting.

Menzies/Fuel Farm: The project to add fueling stations for both transport truck delivery and fuel truck refueling for aircraft fueling is in design. Menzies and the Authority will share the \$4,400,000 cost and each will receive recovery charges back to the airlines. Menzies notified the airlines of the recovery charges forth coming and has commenced with design plans.

Minimum Standards: SMAA is in the process of updating the airport's Minimum Standards, with several of the airport departments participating. Completion is anticipated by August and the revised standards will be presented to the Board for approval at the September meeting.

General: 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 JULY 2023**

Item	Qty.	No. Leased	Wait List	Leased %	Monthly Rate	Monthly Rent	Annual Rent
T-Hangars							
51'5 W Oversize	4	4	23	100%	\$1,700.00	\$6,800.00	\$81,600.00
48' W Large	27	27	50	100%	\$632.00	\$17,064.00	\$204,768.00
42' W Standard	121	121	93	100%	\$462.00	\$55,902.00	\$670,824.00
42' W Standard w/additional 176 sq. ft. storage	4	4	2	100%	\$572.00	\$2,288.00	\$27,456.00
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
TOTALS	167	164	168			\$82,974.00	\$995,688.00

- Compliments: **2**
- Complaints: **1**
- Maintenance Requests: **3 ~ Plus continuing bi-fold door PM's.**
- Total number of tenants: **167**
- Total rentable spaces: **167**
- **109** tenants using auto credit card method of payment.
- **D3 Tenants resumed occupancy in July.**
- **EAA Chapter 180 currently using J3-110 for build program – no rate discount.**
- **J2-113 & J6-106 new leases effective July 1.**
- **J2-109 & J6-109 vacating July 31. New leases effective August 1.**
- **Nine (9) current co-tenancies.**

AGENDA ITEM NO. 7.5

SARASOTA MANATEE AIRPORT AUTHORITY ARFF, OPERATIONS & POLICE DEPARTMENTS AUGUST 28, 2023

OPERATIONS DEPARTMENT - PROJECT/ACTIVITY/INCIDENT REPORT FOR THE MONTH OF JULY

Projects and Activities

- Operations corrected several minor issues with the Access Control System during the month.
- Operations attended construction meetings for Taxiway C/F/K Overlay, In-line Baggage System, Terminal expansion and East Ramp Expansion.
- Worked with Facilities and IT Departments on installation of additional and replacement CCTV cameras. Also 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.
- On multiple occasions, Operations coordinated gate assignments for air carrier diversions due to weather at other airports.
- Runway 14/32 was closed, midnight to 5:30AM, several times for Taxiway C paint work.
- Summer intern from the University of North Dakota started work in Operations.
- 7/12 - Operations Department participated in the American Airlines FOD Walk around the Terminal Ramp.

Alerts and Incidents

- 7/1 - Fire Alarm: Pull Station in Dunkin Donuts kitchen. Accidental - employee was moving boxes when one fell and struck the pull station. ARFF reset.
- 7/5 - Flight Service notified Operations that they were receiving an ELT signal from a Citation Jet. Operations located the aircraft on the Dolphin ramp undergoing maintenance; ELT secured.
- 7/7 - Tower reported the lighting for SE Taxiway C was in alarm. Operations responded to vault and manually turned-on lights. Airfield electrician responded and repaired.
- 7/8 - Fuel Spill: B737-900 at B4 vented approximately 1 gallon of fuel from the right wing. Menzies contained immediately with speedy dry and buckets; ARFF monitored clean-up.
- 7/28 - Aircraft departed Runway 14 with towbar attached. Towbar fell off near mid-field and was reported by another aircraft. Operations responded to remove towbar and determined ownership.
- 7/29 - ALERT II: Piper Cherokee inbound to RWY 14 w/smoke in the cockpit. Aircraft lands safely and shuts down on TWY G. After being checked by ARFF, Ops escorted aircraft (avionics master off) to Sarasota Avionics.

**OPERATIONS DEPARTMENT
AUGUST 2023**

Miscellaneous Activities

July Activity	2023	2022	
Medical Runs Dispatched by AIRCOM	26	36	-28%
Medical Runs requiring County EMS Response	15	12	25%
Aircraft Alerts/Incidents	3	5	-40%
NOTAMs Issued	122	22	555%
Notice of Violations	2	1	100%
CHRC (Fingerprint check) conducted	103	98	5%
New I.D. Badges Issued	111	117	-5%
I.D. Badges Renewed	101	56	80%
Security Threat Assessments	450	611	-26%
Computer Based Training Classes completed	564	505	12%

**FIRE DEPARTMENT
AUGUST 2023**

FIRE DEPARTMENT ACTION REPORT JULY 2023			
SAFETY INCIDENT/RESPONSES			
TYPE OF RESPONSE	AREA OF RESPONSE	NUMBER OF RESPONSES	TOTAL YEAR TO DATE
EMT FIRST AID RESPONSES:	Ticket wing	2	20
	Main	1	18
	Baggage Wing	5	27
	Escalator	1	1
	Curbside	0	34
	2nd Floor	1	13
	3rd Floor	1	1
	TSA Checkpoint	1	6
	Walk-in	0	0
	Restaurant	0	3
	Concourse 1st	1	4
	Concourse 2nd	11	72
	Ramp	1	8
	Aboard Aircraft	2	53
	Parking lot	0	16
	Toll Booth	0	1
Airfield	0	12	
	TOTAL EMT FIRST AID:	27	289
FIRE RESPONSES:	Aircraft Fire	0	1
	Structural Fire	0	5
	Vegetation Fire	0	0
	Vehicle Fire	0	0
	Trash Fire	0	2
FIRE ALARM RESPONSES:	Fire Alarms	2	6
	Bomb Scare	0	0
	TOTAL FIRE / ALARM:	2	14
HAZARDOUS MATERIALS RESPONSES:	Fuel Spill	1	7
	Chemical Spill	0	0
	Other	0	0
	TOTAL HAZARDOUS MATERIAL:	1	7
AIRCRAFT EMERGENCY RESPONSES:	Alert I	1	6
	Alert II	1	13
	Alert III	0	1
	Stand By/Hot Fuel	2	16
	TOTAL AIRCRAFT EMERGENCY:	4	36
SUPPLEMENT REPORT		4	15
	TOTAL RESPONSES	38	361

**POLICE DEPARTMENT
AUGUST 2023**

POLICE ACTIVITIES JULY 2023

CRIMES	
ASSAULT/BATTERY	2
BOMB THREATS	0
GRAND THEFT AUTO	1
DAMAGE TO PROPERTY	0
DISORDERLY CONDUCT	2
FIELDS INTERVIEWS	4
DOMESTIC VIOLENCE	0
NARCOTICS	0
PERSONAL PROPERTY THEFT	0
RECOVER GRAND THEFT AUTO	1
SUSPICIOUS PERSON	4
SUSPICIOUS VEHICLE	1
TRESPASS	1
OTHER CRIMES	1
TOTAL:	17
PATROLS	
AOA	115
CONCOURSE PATROL	158
SECURITY CHECKPOINT	209
GROUND TRANS	46
PARKING LOTS	116
PERIMETER (INSIDE)	59
ROADWAY	118
BAGGAGE AREA PATROL	126
TACTICAL PATROLS	15
SECURITY PATROLS	390
TOTAL:	1352
CHECKPOINTS	
AOA BREACH	0
ASSIST ASM MISC.	3
CHECKPOINT BREACH	0
DOOR ALARMS	0
DRUGS-NARCOTICS	3
EXIT LANE ALARM	0
EXIT LANE BREACH	0
HOLD BAGGAGE CALLS	0
NO FLY LIST	0
OTHER PROHIBITED ITEMS	0
SUSPICIOUS ITEMS	0
OTHER	1
TOTAL	7

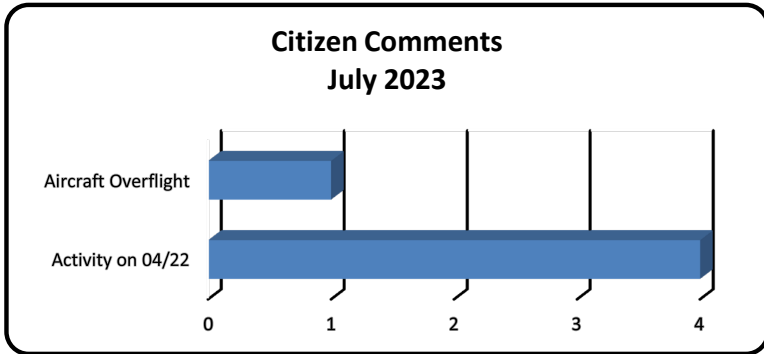
INSPECTIONS	
COMMERCIAL INSPECTION	32
GATE INSPECTION	148
GT INSPECTION	204
SIDA CHECK	128
OTHER INSPECTIONS	0
TOTAL:	512
TRAFFIC	
DISABLED VEHICLE/TOWING	1
PARKING TICKETS	10
TRAFFIC CRASHES	13
TRAFFIC CITATIONS	0
WARNINGS	0
OTHER TRAFFIC	1
TOTAL:	25
ASSISTANCE	
BAKER/MARCHMAN ACT	2
CUSTOMERS	13
MOTORISTS	1
OUTSIDE AGENCIES	9
SMAA EMPLOYEE/DEPT	0
TENANTS	18
MEDICAL CALLS	26
LOST & FOUND LOGGED	42
LOST & FOUND RETURNED	13
LOST & FOUND INQUIRIES	233
TOTAL:	357
WEAPONS	
EXPLOSIVES	0
FIREARM PARTS/AMMO	1
FIREARMS AT CHECKPOINT	1
UNDECLARED WEAPONS	0
OTHER WEAPONS	5
TOTAL:	7
ARRESTS	
ARRESTS FELONY	0
ARRESTS JUVENILE	0
ARRESTS MISD	3
SAO REFERRAL	0
NOTICE TO APPEAR	0
OTHER ARRESTS	0
TOTAL:	3

**OPERATIONS
AUGUST 2023**

NOISE MONITORING AND FLIGHT TRACKING FOR THE MONTH OF JULY

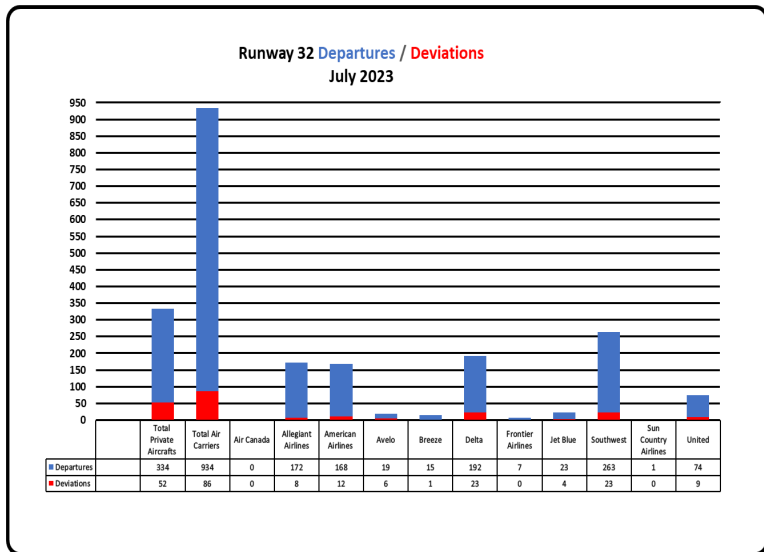
The chart to the right displays the distributions of noise complaints for the month of **July 2023**. There were **1 call and 4 web forms** which generated **5 complaints** by the Noise Abatement Hotline or by the Operations Department.

Of the total complaints, **80% were from Sarasota County and 20% from Manatee**. The average number of calls received for the month were **.16** calls per day.



Flight Tracking & Runway 32 Deviation data is for **July 2023**. There were **86 air carrier and 52 private jet deviations** observed during this period.

In July 2023, Southwest (SWA) had 23 deviations, Delta (DAL) had 23 deviations, American (AAL) had 12 deviations, United (UAL) had 9 deviations, Allegiant (AAY) had 8 deviations, Avelo (VXP) had 6 deviations, JetBlue (JBU) had 4 deviations and Breeze (MXY) 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 **July 2023** is distributed as follows:

Operations	Runway 04	Runway 22	Runway 14	Runway 32
Arrivals	2%	7%	22%	69%
Departures	8%	17%	18%	58%

AGENDA ITEM NO. 7.6

SARASOTA MANATEE AIRPORT AUTHORITY DEVELOPMENT/COMMUNITY RELATIONS & ACTIVITY REPORT AUGUST 28, 2023

SRQ AMBASSADORS

In July, the SRQ Ambassadors volunteered 776 hours. Our ambassadors gave 3 guided tours with 16 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: August 1 – August 25, 2023

Aug 4	Meeting to review SRQ Projects with department heads
Aug 9	Meeting with Allegiant Air staff regarding Ground Boarding Facility
Aug 11-13	Attended event in Pittsburgh with BACVB and Allegiant Air
Aug 15	Attended Tenant Manager's Meeting
Aug 23	Meeting at SRQ with senior staff from Metropolitan Knoxville Airport Authority

Fredrick Piccolo, President, CEO: August 1 – August 25, 2023

August 11	Luncheon, Argus Foundation Meet the Minds
August 14	Meeting and airport tour, Savannah Sipsy, Senator Rubio's Office
August 15	Interview, ABC 7
August 24	Meeting and airport tour, Sarasota County Commissioner Rainford

Mr. Piccolo participates in various impromptu media interviews throughout the month.

ACTIVITY REPORT

JULY 2023

ACTIVITY REPORT
SARASOTA-MANATEE AIRPORT AUTHORITY
SARASOTA BRADENTON INTERNATIONAL AIRPORT

ACTIVITY MONTH: JULY

	2023			2022			12 MONTHS ACTIVITY THRU JULY		
	2023	2022	% CHANGE	2023 YEAR TO DATE	2022 YEAR TO DATE	% CHANGE	2023	2022	% CHANGE
AIRCRAFT OPERATIONS									
ITINERANT									
AIRLINES	2,318	1,973	17.49%	20,146	19,008	5.99%	31,249	32,864	-4.91%
AIR TAXI	897	751	19.44%	9,462	8,665	9.20%	15,081	14,021	7.56%
GENERAL AVIATION	5,572	5,401	3.17%	42,995	46,518	-7.57%	68,947	76,877	-10.32%
MILITARY	121	186	-34.95%	1,409	1,402	0.50%	2,152	2,680	-19.70%
TOTAL ITINERANT	8,908	8,311	7.18%	74,012	75,593	-2.09%	117,429	126,442	-7.13%
GENERAL AVIATION (Local)	4,604	4,004	14.99%	22,280	19,331	15.26%	36,669	35,537	3.19%
TOTAL OPERATIONS	13,512	12,315	9.72%	96,292	94,924	1.44%	154,098	161,979	-4.87%
TOTAL PASSENGERS:									
ON	163,271	143,026	14.15%	1,374,361	1,203,842	14.16%	2,098,048	1,883,436	11.39%
OFF	160,125	140,099	14.29%	1,338,348	1,171,285	14.26%	2,087,140	1,868,596	11.70%
TOTAL	323,396	283,125	14.22%	2,712,709	2,375,127	14.21%	4,185,188	3,752,032	11.54%

SARASOTA BRADENTON INTERNATIONAL AIRPORT
 TOTAL PASSENGERS - JULY 2023
 MONTH / YEAR-TO-DATE COMPARISON

AIRLINES	MONTH			YEAR-TO-DATE			YTD MKT SHARE	
	2023	2022	% CHG	2023	2022	% CHG	2023	2022
[MAJOR CARRIERS]								
AIR CANADA	0	0	0.0%	29,144	0	0.0%	1.1%	0.0%
ALLEGiant	71,242	74,373	-4.2%	536,700	494,359	8.6%	20.2%	22.4%
AVELO	6,983	4,710	48.3%	56,324	22,268	152.9%	2.1%	1.0%
BREEZE	4,010	1,695	136.6%	27,048	2,636	100.0%	1.0%	0.1%
DELTA	72,906	64,832	12.5%	532,499	482,454	10.4%	20.1%	21.9%
ELITE AIRWAYS	0	0	0.0%	0	200	-100.0%	0.0%	0.0%
FRONTIER	2,611	2,207	18.3%	23,347	22,752	2.6%	0.9%	1.0%
JETBLUE	8,440	9,836	-14.2%	123,872	141,756	-12.6%	4.7%	6.4%
UNITED	27,437	9,857	178.4%	272,058	171,421	58.7%	10.3%	7.8%
AMERICAN	31,075	33,710	-7.8%	342,133	207,213	65.1%	12.9%	9.4%
SOUTHWEST	87,019	75,514	15.2%	684,595	633,441	8.1%	25.8%	28.7%
SUN COUNTRY	0	0	0.0%	26,364	26,431	-0.3%	1.0%	1.2%
MAJOR TOTAL:	311,723	276,734	12.6%	2,654,084	2,204,931	20.4%	100.0%	100.0%
(AFFILIATE AIRLINES)								
MESA AIRLINES-United Express	74	0	100.0%	14,907	12,212	22.1%	26.1%	7.3%
PSA AIRLINES -American	10,844	5,873	84.6%	23,706	60,415	-60.8%	41.5%	35.9%
REPUBLIC-American	0	0	0.0%	4,387	10,441	-58.0%	7.7%	6.2%
Republic - United	0	0	0.0%	6,707	49,009	-86.3%	11.7%	29.1%
Republic-Delta	0	0	0.0%	0	8,159	-100.0%	0.0%	4.9%
SKY WEST - United	0	0	0.0%	6,112	10,801	-43.4%	10.7%	6.4%
ENDEAVOR-Delta	0	0	0.0%	0	0	0.0%	0.0%	0.0%
ENVOY-American	606	518	17.0%	1,310	17,301	-92.4%	2.3%	10.3%
REGIONAL TOTAL:	11,524	6,391	80.3%	57,129	168,338	-66.1%	100.0%	100.0%
[DOMESTIC-CHTR]								
SUN COUNTRY	149	0	100.0%	1,347	1,858	-27.5%	100.0%	100.0%
SUBTOTAL:	149	0	100.0%	1,347	1,858	-27.5%	100.0%	100.0%
CHARTER TOTAL:	149	0	100.0%	1,347	1,858	-27.5%	0.1%	0.1%
GRAND TOTAL:	323,396	283,125	14.2%	2,712,560	2,375,127	14.2%	100.0%	100.0%

SARASOTA BRADENTON INTERNATIONAL AIRPORT
TOTAL YOY PASSENGER COMPARISON - BY MONTH

	2023				2022				YOY	
JAN	232,060	145,007	550	377,617	JAN	160,119	141,562	508	302,189	25.0%
FEB	240,742	152,743	322	393,807	FEB	173,945	166,165	355	340,465	15.7%
MAR	292,811	222,078	0	514,889	MAR	244,551	198,131	164	442,846	16.3%
APR	253,246	197,790	0	451,036	APR	234,933	150,693	387	386,013	16.8%
MAY	200,947	141,568	322	342,837	MAY	187,689	144,416	326	332,431	3.1%
JUNE	178,835	130,139	153	309,127	JUNE	188,770	98,970	318	288,058	7.3%
JULY	186,274	136,973	149	323,396	JULY	184,958	98,167	0	283,125	14.2%
AUG	0	0	0	0	AUG	149,079	87,720	0	236,799	-100.0%
SEPT	0	0	0	0	SEPT	111,733	78,672	0	190,405	-100.0%
OCT	0	0	0	0	OCT	190,148	117,864	0	308,012	-100.0%
NOV	0	0	0	0	NOV	222,438	137,050	0	359,488	-100.0%
DEC	0	0	0	0	DEC	238,222	139,282	271	377,775	-100.0%
TOTAL:	1,584,915	1,126,298	1,496	2,712,709	TOTAL:	2,286,585	1,558,692	2,329	3,847,606	-29.5%

AGENDA ITEM NO. 7.7

SARASOTA MANATEE AIRPORT AUTHORITY ENGINEERING, PLANNING & FACILITIES ACTIVITY REPORT August 28, 2023

ENGINEERING

➔ **Parking Expansion/Remote Lot Improvements**

Staff bid the expansion portion to the long-term and overflow lot due to increases in airline traffic. The Authority awarded the low-responsive bidder at the January 2021 Board meeting. A CO was issued to design and permit the Remote Lot Improvements. Contractor continues grading stormwater pond, site lighting has been installed, curbing has been poured, and base material has been placed. Asphalt paving and security work will continue into September. Substantial completion is anticipated in late September 2023.

➔ **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. 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 2022. A Notice to Proceed was issued on December 7th, 2022, and construction is near complete for Phase 4. Phase 5 has begun, and contractor is installing the new CBIS walls and conveyors. Phase 5 is scheduled for completion in March of 2024. When complete, Phase 5 will provide three new screening machines, while construction continues in subsequent phases. Total project duration is 24-months and should be substantially complete in December 2024.

➔ **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 2022 Board meeting. An NTP was issued November 14th, 2022, and the Contractor is nearing completion of the project. The new cell lot is open to public parking, and project is substantially complete. The new FIDS screens have been delayed and are anticipated to arrive by end of year.
- 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 bids and the low responsive bidder was approved at the November 2022 board meeting, contracts have been executed, and staff conducted a preconstruction meeting. Contractor has submitted for County building permit and has submitted shop drawings for approval. Contractor anticipates mobilizing to site in late August or early September 2023, project duration is 365 calendar days.

➔ **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, a playground, 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. A funding agreement with Manatee County has been executed, and the contract with the approved architect has been executed. The design consultant is preparing construction documents, bidding is anticipated in September. Staff anticipates bring a low responsive bidder to the November Board meeting.

➔ **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. EG Solutions prepared construction documents, the project was advertised for bids, and the low responsive bidder was approved at the May 2022 Board meeting. An NTP was given July 11, 2022, and contractor mobilized to site. The contractor has completed the concrete apron and is placing base material for Taxiway R5. Project scope may be expanded to reconfigure vehicle service road. The substantially completion date may be extended to November 2023.

➔ **Terminal Concourse Expansion Project**

The Terminal Concourse Expansion project will modify 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 construct a new Ground Boarding Facility with five new gates. 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 installation of four new escalators, two in baggage wing and two in ticketing. Contractor has begun demolition work and is beginning construction on the baggage wing escalator. Ticket wing escalator will begin after completion of baggage wing escalator.
- Work Package 2: Concourse B Realignment work package has been approved by Board and material has been ordered. Contractor is working on restrooms and gate kiosks.
- Work Package 3: The Utility Relocation Package has been bid with local subcontractors and the GMP Amendment was approved at the November Board meeting. Contractor has mobilized to site, material has arrived on site, contractor has installed lift station and has begun removing concrete apron for utilities.
- Work Package 5: Ground Boarding Facility; bids have been received and GMP prepared for Special Board meeting. Sarasota County has approved site plan and building permit. Contractor has mobilized to site, removed concrete, prepared building pad, and poured footers. Contractor is completing underground electric, sewer and water and has begun steel work.
- Work Package 6: Concourse B Improvements & Dedicated outside Air Systems (DOAS); work package is in final design.
- Work Package 7: Fire Alarm Upgrades and Modifications design plans have been completed and staff is evaluating bids will bring to September Board meeting.

➔ **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 has readvertised project for bids in January, and bids were opened in March. The project received three bids, and all were significantly higher than budget estimates. Staff is working with CBP and the project Engineer/Architect to reduce project size and costs. Staff anticipates repackaging the project and will rebid project in the future.

➔ **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 was issued on November 7th, 2022, and the project is substantial complete. Final inspection occurred in mid-August. Staff will begin preparing closeout documents.

➔ **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 prepared the Construction Safety and Phasing Plan and advertised the project for bidding. The project received one bid for the work, and staff will be bringing bid to Board for approval. Construction duration will be 4-months and will have minimal impacts on airport operations. Staff conducted the pre-construction meeting in May, and contractor will begin mobilizing to site in late August.

➔ **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 the design and permitting. Staff received five bids for the project and the Board awarded the project to the low responsive bidder. The construction contract and bonds are being completed, and a preconstruction meeting has been conducted, and contractor anticipates mobilizing to site in early September.

➔ **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 Board ranked the top firm at the January Board meeting. Staff negotiated scope and fee, and project was approved at the March 2023 Board meeting. Consultant has collected existing information and has developed an inventory and needs for the Airport. The consultant conducted a workshop to review existing constraints and needs. Consultant has also conducted a workshop to review alternatives. The next presentation is expected in October and will provide concept options for review.

PLANNING

➔ **2024 FDOT JACIP**

Staff is updated the FDOT JACIP for FY 2024-2028.

FACILITIES

➔ **PROJECTS:** The Facilities Department is working on multiple projects and maintenance items:

- ATCT: Multiple landscaping and irrigation repairs. Updated tower software for ALCS.
- Graphics: New signs for courtesy phones on the concourse. Update TSA gate signage. New parking lot exit signage. Parking lot signage changes/additions.
- Loading Bridge: Cleaning and lubrication, daily for duration of peak season. Heavy repairs underway on remaining bridges.
- Public Works: Trimming and removal of various vegetation in multiple locations. Spraying of fence line. New plantings in beds and mulching. Fertilizer application. New compactor pad poured. Mowing and maintenance at Whitfield.
- Airfield: Multiple painting repairs and cleaning underway. Repair/correction of distance to go markers. Alpha North Taxiway light replacement. PAPI replacement underway.
- Conveyor Coverage: B phase of baggage project underway. Hired 7 of 8 full time personnel to porter bags and monitor equipment. Devised new strategy for staffing. Experiencing multiple L3 equipment failures.
- Industrial Mechanics: Loading bridge and conveyor system repairs, as needed. Fabricated transition ramp at B-8 for FIS elevator. Modifying conveyor belt in area A for CT-80 move.

- HVAC: Multiple PC-Air repairs. Seasonal filter changes underway. Replaced 10-ton unit in area A. Working through control issues with new system.
- Electronics: IFSS escort and assist with gate card readers. Planning move of APD card reader. New cell lot camera installation.
- Electrical: Verifying circuits for BHS project. Repairs for thermal detection test. Moving circuit for elevator modernization project and BHS project.
- Carpentry: SP+ remodel underway. Installed sink for Allegiant in warehouse space. Potable water cabinet repairs. Multiple office/furniture moves.
- Vehicle Fleet: ARFF vehicle repairs. Mowing equipment repairs and service. Fleet PMC&S.
- Janitorial: Devising different scheduling strategies for floor crew. Still experiencing retainage issues and advertising for employees. Progress continues to be made with look of floors. Crew training underway. Monitoring Owens performance.

➔ **TOTAL WORK ORDERS: 437**

VEHICLE MAINTENANCE/EQUIPMENT REPAIR - 19 PMs, 46 work orders

SIGN/CADD – 9 PMs, 25 work orders

AIRSIDE (Airfield) - 1 PMs, 1 work orders

LANDSIDE (Landscape, Equip Oper, Public Works) - 68 PMs, 8 work orders

INDUSTRIAL TRADES – 145 PMs, 114 work orders

AGENDA ITEM NO. 7.8

SARASOTA MANATEE AIRPORT AUTHORITY INTERNAL AUDIT/RECORDS RETENTION DEPARTMENT AND INVESTMENT COMPLIANCE REPORT AUGUST 28, 2023 REGULAR MEETING

The following is a recap of Internal Audit Department projects and activities during July 2023:

Accounting & Auditing: Worked closely with consultants from Carr, Riggs, Ingram CPAs to develop procedures for review of Deangelis Diamond and VTC Company pay applications pertaining to terminal expansion and baggage system replacement projects.

Monthly Investment Activity Compliance Report: On July 31, 2023, a UST Note with a face value of \$8.0 million, purchased in January 2022 to yield .77%, matured. Proceeds were reinvested on August 3, 2023, in two UST Bills, each with a face value of \$4 million. The bills yield 5.40% and 5.45% to their maturities on October 10, 2023 and November 21, 2023, respectively.

This activity is compliant with the Authority's duly adopted Investment Policy.

Risk Management: Bound insurance coverage under builder's risk form relative to the ground boarding facility currently under construction and for which vertical work is anticipated to begin in August, 2023.

Began pursuing in earnest a FEMA 404 hazard mitigation grant to assist with replacement of the remainder of the roof on the terminal building, the vulnerability of which was exposed by Hurricane Ian in late September 2022.

Compliance: Continued with preparation of triennial DBE goal and Title VI plan for submission to FAA.

Parking and Ground Transportation: Continued providing historical data concerning parking, rental car, TNC, Taxi, and Limo operations at the airport to Intervistas, the consultant performing the Master Parking Study for the Authority. Parking operations are reviewed and tested monthly by Internal Audit. A total of 25 all-day parking passes were issued to the Badge Office during July. At month end, there were 3 vehicles in the parking lot over 60 days that are being monitored for possible abandonment.

Records Requests: The Records Department received and processed 12 external/public record requests during July.

Records Management: The Records Department received and processed 3 central file records. Three boxes of paper records were received and processed to the enterprise content management system with paper then shredded as duplicates. Eight boxes of paper records already in the records inventory system as well as six boxes not previously inventoried were scanned and paper was shredded. Nine bags of records, equaling 6.75 cubic feet, having met retention or representing non-record material (duplicates, drafts, or obsolete/superseded) were shredded per Authority directives and in accordance with Government-in-the-Sunshine regulations.

Continuing Education: The department attended Security Mentor IT training during the month.

AGENDA ITEM NO. 7.9

SARASOTA MANATEE AIRPORT AUTHORITY
INFORMATION TECHNOLOGY DEPARTMENT
August 2023

System upgrades and implementation:

- Evaluation to determine redundancy and environmental needs for Network Operation Centers- implementation of new server cabinet technologies- Airside complete.
- Additional fiber installation planned for Terminal and Concourse- In progress.
- Hardware refresh of computer systems- 200+ systems upgraded. Ongoing
- Security Awareness online training- Renewed/ Ongoing.
- Anti-phishing solution to improve email security – monitoring.
- Datacenter backup solution upgrade- ongoing
- Uniti and Crown Castle circuit installations for redundant internet connectivity-In progress- Uniti installation- Complete; Crown Castle installation scheduled for August.

Common Use:

- Working with airlines on continual support for Ticket/Gate operations- ongoing
- Use of Aerocloud CUPPS for expanded gate capacity- ongoing.
- Allegiant Airlines Common Use migration- ongoing
- Delta/United/Avelo/Southwest/Frontier EASE images upgrade- 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 -in progress

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.

Training:

- Network +\ MCP Certification- In progress
- CCNA Certification- Complete
- MCA Training- In progress
- MCE Training- Complete
- CJIS Training- Complete
- CISSP 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 Telecom closet at revenue house- in progress.
- New Managed Network Services provider- in progress
- Upgrade the Access Control System Switches- planned completion- September.
- Upgrade the PA system switches- planned completion- September.
- New Common Use switches for CUPPS- planned completion- September