

# September 25, 2023 Board Meeting

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



September 25, 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. <a href="#">Approval: Minutes of Regular &amp; Workshop Meetings of August 28, 2023</a>	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 \$325,000 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	12
5.1 PUBLIC HEARING: Resolution 2023-06 Adopting FY 2024 Budget	FJP	
5.2 <a href="#">Approval: Resolution 2023-06 Adoption FY 2024 Budget</a>	FJP	12
5.3 PUBLIC HEARING: Resolution 2023-07 Airport's Minimum Standards for Aeronautical Activities	FJP	
5.4 <a href="#">Approval: Resolution 2023-07 Airport's Minimum Standards for Aeronautical Activities</a>	FJP	18
5.5 <a href="#">Approval: Professional Planning, Architectural, and Engineering Services Contract for the Vehicle Storage Building Modifications Project</a>	FJP	69
5.6 <a href="#">Approval: P-230007 Banking Revolving Letter of Credit with Truist Bank</a>	FJP	90
5.7 <a href="#">Approval: P-230008 Banking Services with Truist Bank</a>	FJP	91
5.8 <a href="#">Approval: Elixir Lease Agreement</a>	FJP	92
5.9 <a href="#">Approval: Purchase of Manatee County Parcel No. 6682900003 from JSPR Real Estate, LLC</a>	FJP	150

5.10	<a href="#">Approval: Amendment No. 1 to Lease and Concession Agreement with Mitchell Management of Florida, Inc.</a>	FJP	171
5.11	<a href="#">Approval: Second Amendment to General Ground Lease with Team Success A School Of Excellence, Inc.</a>	FJP	174
6.	Items Needing Action - Over \$500,000 Threshold	FJP	178
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	<a href="#">Approval: Guarantee Maximum Price Proposal for Work Package 7, Terminal Expansion Project</a>	FJP	178
7.	Department Reports	FJP	210
7.1	<a href="#">Financial Statements</a>		210
7.2	Investment Portfolio		
7.3	<a href="#">Finance &amp; Administration</a>		214
7.4	<a href="#">Real Estate Development &amp; Properties</a>		220
7.5	<a href="#">ARFF, Operations &amp; Police</a>		223
7.6	<a href="#">Development/Community Relations &amp; Activity Report</a>		228
7.7	<a href="#">Engineering, Planning &amp; Facilities</a>		233
7.8	<a href="#">Internal Audit &amp; Investment Compliance</a>		237
7.9	<a href="#">Information Technology</a>		238
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.

## AGENDA ITEM NO . 3



### **Minutes for August 28, 2023 Board Meeting**

Dan P McClure Auditorium East - 1:00 PM

#### **Attendees Board:**

Carlos Beruff; Jesse Biter; Doug Holder; Kristin Incrocci; Jeff Jackson; Robert Spencer

#### **Attendees Staff:**

Fredrick Piccolo; Kent Bontrager; Pamela Kantor; Mark Stuckey; Zach Buffington, for Dan Bailey, Airport Counsel; Dori Guzman

### **Agenda**

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

Chairman Jackson called the meeting to order at 1:03 p.m., and Commissioner Holder gave the invocation and led the pledge of allegiance to the flag.

#### **Item 2. Introduction of New Employees**

Pamela Kantor introduced three new employees and noted 16 employees had been hired from May to July 2023.

#### **Item 3. Approval of Minutes of Board Meeting of May 22, 2023**

The Board unanimously approved the minutes of the Regular Meeting of May 22, 2023.

#### **Item 4. Public Comments - Items on the Agenda**

There were no public comments regarding items on the agenda.

#### **Item 5. Items Needing Action**

##### **Item 5.1 Agreement for Sign Easement “Welcome to Manatee” Sign**

A Sign Easement Agreement with Manatee County will allow the County to replace and maintain a “Welcome to Manatee County” sign on airport property, and will include necessary infrastructure, landscaping, irrigation, and other related improvements, at the County’s cost and expense. This agreement supplants a 2004 agreement with the County.

**MOTION:** Commissioner Spencer moved to approve the Agreement for Sign Easement as presented. Commissioner Beruff seconded. **MOTION PASSED UNANIMOUSLY (6-0).**

**Item 5.2 Utility Easement to Manatee County for Vacation of Segment of Suwanee Avenue**

The Authority has petitioned Manatee County for vacation of a 150-foot segment of Suwanee Ave, an unimproved east-west right of way that enters the airport from U.S. 41 and terminates near the AOA perimeter fence. It consists of 0.275 acres and is approximately 80 feet in width. The right of way is for stormwater retention and access.

**MOTION:** Commissioner Beruff moved to approve the Utility Easement to Manatee County for Vacation of Segment of Suwanee Avenue. Commissioner Spencer seconded. **MOTION PASSED UNANIMOUSLY (6-0).**

**Item 5.3 Third Amendment to Lease and Concession Agreement – Host Int’l Inc.**

Staff is recommending approval of the proposed Third Amendment to the Concession Agreement with Host, to extend the term of the existing concession agreement through August 31, 2024, with a month-to-month tenancy thereafter. This amendment includes the following increases in percentage payments: 13% for Starbucks branded food/beverages; 14% for all other food and non-alcoholic beverages; 17% for alcoholic beverages and general merchandise.

**MOTION:** Commissioner Beruff moved to approve the Third Amendment to Lease and Concession Agreement with Host Int’l as presented. Commissioner Holder seconded. **MOTION PASSED UNANIMOUSLY (6-0).**

**Item 5.4 Second Amendment to Lease and Concession Agreement – Paradies Shell Factory III, LLC**

Staff is recommending approval of the proposed Second Amendment to the Lease and Concession Agreement with Paradies Shell Factory III, LLC, to extend the term of the existing agreement through August 31, 2024, with a month-to-month tenancy thereafter. This amendment also includes the following increases in percentage payments: 17% of gross revenues on general merchandise; 14% of gross revenues on prepared food and beverages; and 13% on Dunkin branded food and beverages.

**MOTION:** Commissioner Holder moved to approve the Second Amendment to Lease and Concession Agreement with Paradies Shell Factory III, LLC as presented. Commissioner Beruff seconded. **MOTION PASSED UNANIMOUSLY (6-0).**

**Item 5.5 Amendment to SMAA Purchasing Policy**

Staff has reviewed existing purchasing policies and management directives and recommends the following changes to bring the Authority in line with

current state statutes: require minimum of three price quotes for purchases between \$65,000-\$250,000 and publicly notice competitive solicitations for all purchases requiring board approval that are \$250,000 or above; increase President/CEO approval level from \$150,000 to \$250,000; increase from \$65,000 to \$325,000 the need to post purchases on Authority website; and raise from \$325,000 to \$500,000 the need for purchases to be listed on the board agenda as a separate item.

**MOTION:** Commissioner Beruff moved to approve the revised purchasing policy and management directive as presented. Commissioner Biter seconded.

**MOTION PASSED UNANIMOUSLY (6-0).**

**Item 5.6 Increase Contract Scope for Terminal Expansion Project with Gresham Smith**

Staff has determined the need for a new freight elevator and egress stairs on Concourse B for movement of concession products, plus a new electrical room for concession spaces. This project amendment to the Gresham Smith contract will include design, permitting, bidding coordination with the Project CMAR, and construction phase services.

**MOTION:** Commissioner Beruff motioned to approve the increase in contract scope for terminal expansion in a negotiated amount not to exceed \$174,447.00 with a 10% contingency for a total budget of \$190,792.00. Commissioner Biter seconded. **MOTION PASSED UNANIMOUSLY (6-0).**

**Item 5.7 Time Performance Incentive Clause for Terminal Expansion Project**

At the request of the Board, staff prepared a Time Performance Incentive Clause to be added to the DeAngelis Diamond-Magnum Builders GMP Packages 1 through 5 of the Terminal Expansion Project.

**MOTION:** Commissioner Beruff motioned to approve the Time Performance Incentive Clause, **amended** to include only the following dates for incentives: substantial completion before November 23, 2024 for incentive of \$475,000; or substantial completion before December 23, 2024 for incentive of \$375,000. Commissioner Holder seconded. **MOTION PASSED UNANIMOUSLY (6-0).**

**Item 5.8 Terminal Expansion Builders Risk Insurance – ACE American Insurance Company (Chubb Limited)**

Staff seeks ratification of the purchase of Builders Risk Insurance Coverage applicable to the terminal building expansion project. Coverage was secured with ACE American Insurance Company (Chubb Limited) for the full construction term for a premium of \$395,105.

**MOTION:** Commissioner Bruff moved to ratify the purchase of Builders Risk Insurance Coverage as presented. Commissioner Holder seconded. **MOTION PASSED UNANIMOUSLY (6-0).**

**Item 5.9 Resolution 2023-08 FEMA 404 Hazard Mitigation Grant**

Staff is recommending the Authority adopt the Sarasota County Unified Local Mitigation Strategy in order to be eligible for certain mitigation grants. If awarded, the grant would result in enhancement of the terminal roof damaged by Hurricane Ian in September 2022, and upgrade three additional sections of the roof. The grant would pay 75% of the expected \$2+ million cost of the project.

**MOTION:** Commissioner Beruff moved to approve Resolution 2023-08 in support of the Sarasota County Unified Local Mitigation Strategy, and to submit a grant application for funds to enhance terminal roofing. Commissioner Holder seconded. **MOTION PASSED UNANIMOUSLY (6-0).**

**Item 5.10 Set Public Hearing for Revisions to the Minimum Standards for Aeronautical Activities**

President Piccolo encouraged to Board to review the proposed changes to the Minimum Standard for Aeronautical Activities.

**MOTION:** Commissioner Spencer moved to set the public hearing for revisions to the Minimum Standards for Aeronautical Activities for the September 25, 2023 Regular Board Meeting. Commissioner Holder seconded. **MOTION PASSED UNANIMOUSLY (6-0).**

**Item 5.11 Set Public Hearing for Resolution 2023-06 Adoption of FY 2024 Budget**

**MOTION:** Commissioner Beruff moved to set the public hearing for Resolution 2023-06 Adoption of Fiscal Year 2024 Budget for the September 25, 2023 Regular Board Meeting. Commissioner Spencer seconded. **MOTION PASSED UNANIMOUSLY (6-0).**

**Item 6. Items Needing Action - Over \$500,000 Threshold**

**Item 6.1 Increase Contract Scope for the Terminal Expansion Project with DeAngelis Diamond-Magnum**

Staff requests authorization to approve an increase in contract scope for the terminal expansion project to address the MOA by Allegiant Airlines to expand into the entire new terminal, security checkpoint adjustments required by the Transportation Security Administration, and added changes required by the Authority Having Jurisdiction. These change orders result in an increase of \$2,884,456.09 for revised Guaranteed Maximum Price for Work Packages 1

through 5 of \$97,884,188.09. Up to 95% of costs are eligible for FDOT and FAA funding.

**MOTION:** Commissioner Beruff moved to approve Guaranteed Maximum Price with DeAngelis Diamond-Magnum by \$2,884,456.09 as presented. Commissioner Biter seconded. **MOTION PASSED UNANIMOUSLY (6-0).**

**Item 7. Department Reports**

- 7.1 Financial Statements
- 7.2 Investment Portfolio
- 7.3 Finance & Administration
- 7.4 Real Estate Development & Properties
- 7.5 ARFF, Operations & Police
- 7.6 Development/Community Relations & Activity Report
- 7.7 Engineering, Planning & Facilities
- 7.8 Internal Audit & Investment Compliance
- 7.9 Information Technology

**Item 8. Attorney Presentations**

There were no attorney presentations.

**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 1.24 p.m.

**ATTEST:**

**APPROVE:**

\_\_\_\_\_  
Robert Spencer, Secretary

\_\_\_\_\_  
Jeffrey Jackson, Chairman

## AGENDA ITEM NO. 3



### Minutes for August 28, 2023 Budget Workshop Meeting

Third Floor Executive Offices - 11:00 AM

#### Attendees Board:

Carlos Beruff; Jesse Biter; Doug Holder; Kristin Incrocci; Jeff Jackson; Robert Spencer

#### Attendees Staff:

Fredrick Piccolo; Kent Bontrager; Pamela Kantor; Mark Stuckey; Zach Buffington, for Dan Bailey, Airport Counsel; Dori Guzman

#### Agenda

##### Call to Order

Vice Chairman Incrocci called the meeting to order at 11:24 a.m.

### PRESENTATION OF THE FY 2024 SARASOTA MANATEE AIRPORT AUTHORITY BUDGET

Mr. Piccolo opened the meeting by noting his presentation would be different from prior budget workshops. The airport is changing in its physical, operational, and organizational structures. Passenger growth continues on a robust path with an estimated 4,300,000 passengers for 2023. Computer reservation systems indicate continued increases, and the opening of the ground terminal in early 2025 should provide even more growth. Even though a significant number of U.S. airports are below pre-pandemic numbers, SRQ has experienced a 211% increase in passengers over 2020, and a 22% increase over 2021.

### SRQ FACES CHALLENGES IN THE YEARS AHEAD:

#### MAINTAINING A STRONG BRAND IDENTITY

The airport has a reputation for cleanliness, convenience, amenities, resort-like ambiance, customer service, and safety and security. The challenge will be to maintain these attributes during our unprecedented growth.

#### ONGOING TERMINAL ISSUES

**Gate capacity:** the purchase of new gate management software in 2019 has allowed staff to accommodate airline gate requirements despite 300% increase in passenger traffic.

**Concessions:** master agreements are expiring; RFPs are on the street and we can expect new vendors.

**Airline lease negotiations:** Joint goal with airlines is to have agreement by fall 2023. Airline storage space continues to be an issue.

**Terminal cleanliness:** continues to be a challenge with increased traffic.

**Storage:** concessionaires need storage and airlines have a major need for additional ancillary space.



**Parking:** a planning and design firm will provide a Parking Master Plan by Spring 2024. In the meantime, two new surface lots should be completed by November 2023. This plus a grass lot will increase capacity by 1,400 spaces. A new parking management firm was hired in 2022. New parking revenue equipment is being installed. We have 11 shuttle buses in service.

**Vehicle Traffic:** new paved cell lot, with restrooms and vending machines, was opened August 2023. Planning a small realignment of the airport return road to eliminate increasing bottlenecks at the entrance. Redesign and expansion of the ground transportation area on the sight of the old DMA; groundbreaking in September 2023. Proposals for consolidated RAC maintenance facility should be to the board in Fall 2023/Spring 2024. Funding mechanism is in place for the \$80-100 million project, which includes QTA and ready space needs.

**Staffing:** Overnight janitorial staff are now full time SMAA employees; the contractor continues to do a good job on the day and afternoon shifts. ARFF has increased number of medical calls. All firefighters are EMTs, with paramedic training in progress. The Police Department staff are receiving increased number of disturbances and firearms issues at TSA. Police are now having to transport to the Sheriff's Office, meaning staff are off airport property more than in the past. As staffing needs increase in all departments, exploring the idea of childcare for staff as an incentive.

#### **ALL DEPARTMENTS – LOOKING FORWARD**

**Executive:** Managing beginnings of debt, LOC and TIFIA (secured direct loan) for cash flow over the next two years and beyond, including possible revenue bond. Negotiating airline agreement to go out 7-10 years. Build the HR department to accommodate future growth. Streamline accounting processes. Continue focus on short term investments. Work with senior team to analyze and vet new tenants for maximum income potential.

**Finance & Admin:** Continue to update, streamline, and modernize accounts payable, purchase orders, and Customs processing. Manage new airline signatory agreements, investment portfolio, and short-term cash flow needs for ground boarding facility.

**Marketing & Development:** Continue working with airlines and other tenants to provide new destinations and additional service. Increase partnership with CVBs and coordinate with other departments to mitigate operational challenges of continued growth.

**Properties:** Continue with concessions redevelopment – selections, negotiations, oversight, construction, and opening. Central receiving facility for all concessionaires. CONRAC development and land lease negotiations with New College. Off-airport industrial development to increase non-aviation revenue and continued FBO development.

**Internal Audit:** Growth brings more federal oversight; therefore, department will need to hire additional staff to oversee risk management, Civil Rights regulatory compliance, and records retention.

**Purchasing:** Development of new buildings for future needs of airlines, concessionaires, and aircraft service companies. Develop systems to monitor local wage market, stay competitive, and attract/keep the best employees. Continue to improve inventory management and support all department purchases.

**Operations:** AIRCOM modernization and digitalization project underway. Software being upgraded for ID Badging Office. Comply with FAA Safety Management System and TSA Aviation Worker Screening Program, both unfunded mandates. Increase staff to accommodate growth.

**Police Department:** Looking to increase sworn and civilian staff. Purchase additional patrol and special purpose vehicles. Strategizing for impact of second TSA security checkpoint at new ground boarding terminal. Exploring law enforcement technology including body cameras. Continue personnel training regarding growing number of incidents that require police presence.

**Fire Department:** Increase staff to meet growing number of medical calls and aircraft incidents. Staff are enrolled in paramedics program; goal is to have at least one paramedic on every shift. Looking towards upgrading medical services from Basic Life Support to Advanced Life Support. Purchase of an ambulance with staff to conduct medical transports to hospital.

**Engineering:** Currently 21 projects of various scope and size underway. Capital construction costs were \$35 million in 2017 and \$194 million in 2023. Major projects are:

Terminal Expansion/Ground Boarding Facilities - \$95 million

Baggage Handling System - \$46 million

Parking Projects - \$16 million

**Facilities:** Staff has grown from 41 employees in 2020 to 72 employees in 2023. Focus on hiring additional staff for ground boarding facility. Looking at best practices to attract, compensate, and maintain skilled trades personnel. Current staff continues to work on roof repair, ceiling replacement, heavy loading bridge refurbishment, and elevator rehab and upgrades.

**Information Technology:** Continuously supporting staff and passengers by maintaining and upgrading systems as needed: flight information, cybersecurity/ransomware, administrative, DOJ, and Dept of Homeland Security systems. Gate management will continue to be a priority. Currently, all gates on Concourse B have been configured with Common Use equipment, allowing all 11 airlines to utilize any gate assigned. IT will focus on extending Common Use capabilities to the new ground boarding terminal.

**SIGNIFICANT INCREASES TO REVENUE INCLUDE:**

Total Airline Fees	\$1,162,577	+ 11.9%
Non-Airline Revenue	\$4,987,260	+ 18.3%
Parking Revenue	\$2,900,000	+ 41.0%
Other Buildings & Areas	\$287,667	+ 7.90%
Concessions & Advertising	\$732,000	+ 21.0%
<b>Total Projected Non-Airline Revenues</b>	<b>\$32,134,954</b>	<b>+ 18.0%</b>
<b>Total Projected Operating &amp; Airline</b>	<b>\$43,013,229</b>	<b>+ 13.6%</b>

**Notes on revenue:**

- Fuel flowage fees increased \$329,000 or 25% due to increased commercial and general aviation traffic.
- Terminal building revenue increased \$862,930 or 27% due to increased concessions and advertising revenues.
- Terminal area revenues are projected to increase \$3,249,337 or 21% due to increased RAC, parking, and ground transportation.

**SIGNIFICANT INCREASES TO EXPENSES INCLUDE:**

Overall Operational Expenses	\$3,954,231	+ 14.4%
Utilities	\$103,900	+ 9.60%
Personnel	\$1,725,495	
Operations	\$896,358	+ 22.0%
Administration	\$447,245	+ 11.4%
Capital Equipment	\$519,164	+ 797%
Supplies	\$137,378	+ 16.2%

**Notes on expenses:**

- Six new FTE positions in various departments; total 165 FTE personnel.
- No increase to health insurance. Property/liability insurance and legal costs up \$75,962.
- Capital equipment and capital project expenses are up significantly due to deferrals in previous and current years.
- Janitorial service and supply costs are up due to wage inflation and increased passenger traffic.

**IN CONCLUSION**

Mr. Piccolo detailed future financial planning (2023 through 2032), including airline revenues, CPE, signatory airline rates, the airport capital plan, estimated project costs and their funding sources, non-airline revenues, and operations/maintenance expenses.

He also noted that SRQ continues to have the lowest terminal rental rates, landing fees and CPE of the region's competing airports by a significant margin. Also important to note, the airport has not utilized any of its relief funds.

Staff responded to clarifying questions from the Board.

**Adjournment**

The meeting was adjourned at 12:32 p.m.

**ATTEST:**

**APPROVE:**

\_\_\_\_\_  
Robert Spencer, Secretary

\_\_\_\_\_  
Jeffrey Jackson, Chairman

## AGENDA ITEM NO. 5.2

### SARASOTA MANATEE AIRPORT AUTHORITY RESOLUTION 2023-06

**ADOPTING FISCAL YEAR 2024 BUDGET, ESTABLISHING AIRLINE RENTALS, FEES AND CHARGES, DESIGNATING EMPLOYEE PROMOTION INCREASES, CONTRIBUTIONS TO EMPLOYEE DEFINED CONTRIBUTION RETIREMENT PLAN, EMPLOYER CONTRIBUTION CREDIT TO 457(f) RETIREMENT PLAN, PUBLIC PARKING RATES, MARKETING SUPPORT, GENERAL AVIATION HANGAR RATES, UNIVERSITY SELF STORAGE RATES, VEHICLE STORAGE RATES, TERMINAL ADVERTISING RATES, BADGE FEES AND COMMERCIAL PERMIT FEES.**

**WHEREAS**, the SARASOTA MANATEE AIRPORT AUTHORITY (hereinafter called "Authority"), is a body politic and corporate, created by Chapter 2003-309, Laws of Florida, (as amended and hereinafter called "Enabling Act") and is the owner and operator of the Sarasota Bradenton International Airport (hereinafter called "Airport"); and

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

**WHEREAS**, pursuant to terms of the Scheduled Airline Operating Agreement and Terminal Building Lease (hereinafter called "Agreement"), the Authority is obligated to annually review and recalculate rates, fees, landing fees, and other charges applicable to users and tenants of the Airport; and

**WHEREAS**, heretofore Resolution No. 2021-06, passed September 26, 2021, established a methodology and process for determining terminal use and landing fees for all airlines using the Airport facilities and it is the intent of the Authority to supersede that resolution in the manner identified herein below; and

**WHEREAS**, Section III.C.4. of the Authority's Personnel Policy requires the annual designation of a percentage salary increase when an employee is promoted to a higher salary grade; and

**WHEREAS**, Section IV.I. of the Authority's Personnel Policy requires an annual designation of the level of the Authority's contribution to each eligible employee's Defined Contribution (401(a)) Retirement Plan; and

**WHEREAS**, Resolution 2017-06 requires the contribution credit for the Authority's 457(f) Retirement Plan be determined annually in each new fiscal year's budget; and

**WHEREAS**, the Authority wishes to modify its existing rental rate structure at its short term, long term, shade, overflow and remote parking lots; and

**WHEREAS**, the Authority wishes to add new marketing support dollars to the Air Carrier Incentive Program; and

**WHEREAS**, the Authority wishes to modify its existing rental rate structure of its general aviation hangars; and

**WHEREAS**, the Authority wishes to modify its existing rental rate structure at University Vehicle Storage lots to maintain a competitive balance with other such facilities; and

**WHEREAS**, the Authority wishes to modify its basic "rack rates" by type and location for advertising space; and

**WHEREAS**, the Authority wishes to institute a commercial permit access fee for organizations wishing to conduct a commercial aeronautical activity at the airport.

**WHEREAS**, it is the intent of the Authority to amend Resolution 2022-06 in the manner identified herein below; and

**WHEREAS**, the Authority held a public hearing, after the publication of a notice of such hearing in a newspaper of general circulation in Sarasota and Manatee Counties at least one

time not less than ten days nor more than twenty-five days prior to such hearing to consider the revision of said rates or fees that will be charged to persons who use the said Airport facilities.

**NOW, THEREFORE, BE IT RESOLVED:**

**SECTION 1.** The proposed budget for the fiscal year commencing **October 1, 2023 and ending September 30, 2024** is hereby approved and adopted as presented below:

Airline Revenues-net of incentives	\$ 11,123,386
Non-Airline Revenues	<u>32,134,954</u>
<b>Total Revenues</b>	<b>43,258,340</b>
Operating Expenses	31,508,755
Marketing	<u>1,150,000</u>
<b>Funding Provided from Operations</b>	<b>10,599,585</b>
External Capital Funding – Grants, CFC and PFC	42,688,732
Funding Provided from Authority General Purpose Account	<u>6,216,530</u>
<b>Total Sources</b>	<b>\$59,504,847</b>
Capital Projects	\$57,812,683
Capital Equipment	<u>1,692,164</u>
<b>Total Uses</b>	<b>\$59,504,847</b>

**SECTION 2.** The proposed Airline Rentals Fees and Charges for the fiscal year commencing **October 1, 2023 and ending September 30, 2024**, are hereby approved and adopted as presented below:

	Signatory Airline	Non-Signatory Airline
<b>Terminal Building Space Rental (\$ per square foot per year)</b>		
Ticket Counter, Ticket Office, Queuing	83.00	103.75
Holdroom and Concourse Circulation Area	83.00	103.75
Baggage Claim Area	62.25	77.81
Other Offices	62.25	77.81
Operations Area (First level concourse)	41.50	51.88
Baggage Make-Up Area	41.50	51.88
<b>Preferential Apron Area Fee (\$ per linear foot per year)</b>	279.10	N/A
<b>Non-Preferentially Assigned Gate Use Fee (\$ per use)</b>	287.00	N/A
<b>Non-Signatory Gate Use Fee (\$ per turn)</b>		
Aircraft seating capacity (all classes):		
50 seats or less	N/A	630.00
51 to 70 seats	N/A	680.00
71 to 100 seats	N/A	710.00
101 to 149 seats	N/A	860.00
150 seats and more	N/A	1,000.00
<b>Non-Signatory Terminal Use Fee (\$ per 4 hours – 2 positions):</b>	N/A	50.00

<b>Air Cargo Facility Space Rental (\$ per square foot per year)</b>	17.50	17.50
<b>All Aircraft:</b>		
<b>Landing Fee Rate</b> (\$ per 1,000 pounds maximum gross certificated landed weight)	0.50	0.63

SECTION 3. When an employee is promoted or appointed to an interim position at a higher salary grade, s/he shall receive a salary increase of 5% per salary grade, to a maximum increase of 10%. Such increase shall be subject to the provisions of Section III.C.4. of the Authority's Personnel Policy.

SECTION 4. For each employee enrolled in the Sarasota Manatee Airport Authority Defined Contribution (401a.) Plan, the Authority will contribute six percent (6%) of such employee's annual earnings and will match the employee's annual contribution to his/her 457(b) Deferred Compensation Plan up to three percent (3%) of the employee's annual earnings.

SECTION 5. The 457(f) Plan employer contribution credit for Fiscal Year 2024 shall be two and one-half percent (2.5%) of the Authority's Operating Margin, and the methodology defined in Resolution 2017-06; and Resolution No. 2021-04.

SECTION 6. The public parking rates herein established shall take effect as of October 1, 2023, and shall be as follows:

**SHORT TERM LOT**

0-40 Minutes \$ 3.00  
 Each additional 20 minutes \$ 2.00  
 Maximum per day \$ 29.00

**SHADED LOT**

0-40 Minutes \$ 3.00  
 Each additional 20 minutes \$ 2.00  
 Maximum per day \$ 16.00

**LONG TERM LOT**

0-40 Minutes \$ 3.00  
 Each additional 20 minutes \$ 2.00  
 Maximum per day \$ 16.00

**REMOTE LOTS**

\$ 11.00  
**DISCOUNT LOTS** \$ 6.00  
 Flat Fee – per day

**OVERFLOW LOT A**

0-40 Minutes \$ 3.00  
 Each additional 20 minutes \$ 2.00  
 Maximum per day \$ 14.00

**OVERFLOW LOT D**

0-40 Minutes \$ 3.00  
 Each additional 20 minutes \$ 2.00  
 Maximum per day \$ 14.00

SECTION 7. Marketing Air Service budget shall roll forward marketing support dollars in the amount of one-million one hundred fifty thousand dollars (\$1,150,000) from unrestricted funds for the promotion of additional domestic and international air service without appropriation.

SECTION 8. The general aviation hangar monthly rates herein established shall take effect as of October 1, 2023, and shall be as follows:

<b><u>Size</u></b>	<b><u>Monthly Rate (\$)</u></b>
42' Wide Door	508.00
42' Wide Door w/additional storage	629.00
48' Wide Door	695.00
51.5' Wide Door	1,700.00
Co-tenancy lease	deleted
T-Hangar waiting list fee	28.00

SECTION 9. The regular rental rates charged at University Self Storage shall be modified as follows; however, staff is delegated the authority to do special pricing to meet market conditions.

<b>Surface Lot Storage</b>	
<b>AREA</b>	<b>Monthly Rate (\$)</b>
< 20'	85-110
20' to 30'	110
31' to 35'	125
<b>Semi Truck Parking:</b>	
~75'	200

<b>Air-Conditioned Units</b>	
<b>Size</b>	<b>Monthly Rate (\$)</b>
4' x 4' x 4' Top	32.00
4' x 4' x 4' Middle	43.00
4' x 4' x 4' Bottom	48.00
4' x 4' x 8'	68.00
4' x 6' x 8'	73.00
4' x 8' x 8'	78.00
8' x 6' x 8'	93.00
8' x 8' x 8'	113.00
8' x 10' x 8'	135.00
9' x 10' x 8'	148.00
10' x 10' x 8'	168.00
10' x 12' x 8'	193.00
8' x 16' x 8'	203.00
8' x 20' x 8'	245.00
10' x 20' x 8'	298.00

<b>24 hr. Access Units (All units 8' tall)</b>	
<b>Size</b>	<b>Monthly Rate (\$)</b>
8' x 6.5'	80.00
8' x 8' walk up	82.00
8' x 8'	87.00
8' x 10'	96.00
8' x 13'	126.00
8' x 16' walk up	142.00
8' x 16'	150.00
8' x 20'	176.00
Kayak	25.00

<b>For storage units:</b>
<b>6-month pre-pay = last month 1/2 off</b>
<b>1 year pre-pay = last month free</b>

SECTION 10. Monthly advertising rack rates shall be as follows (\$), however, staff may do special pricing to meet market conditions. All prices are subject to Sarasota and Manatee County sales tax.

<b>Three Foot Backlit Signs:</b>		<b>Outside Billboard:</b>	
Concourse:	350	University Pkwy:	2,100
Taxi Stand:	350	US 41	3,000
Escalator:	400		
<b>Five Foot Backlit Signs:</b>		<b>Welcome Center Brochure Rack:</b>	
Concourse:	400	Small:	30
Taxi Stand:	400	Medium:	40
Escalator:	400	Large:	50
<b>Five Foot Backlit Signs:</b>		<b>Specialty Displays:</b>	
Concourse	800	Baggage Claim Vehicle	600
		Photo Booth	400
		Custom Free Standing	250
		Security Glass Wall	800
<b>Video Displays:</b>		<b>Specialty Tension Fabric:</b>	
Back Wall Video	250	Baggage Claim Belts	475
Carousel Video	350	Down Escalator	1,650
Aquarium Video	125	Up Escalator	800
Concourse	125	Welcome Soffit	1,300
<b>Gate Hold Backlit:</b>		<b>Baggage Claim Displays:</b>	
B7, B8, B11, B12, B14	250	Charging Column Backlit	200
		Backwall Murals	900

SECTION 11. The Transportation Network Companies and On-Demand Limousine companies per pick-up fee remains at \$3.50. The Baggage Delivery Service company's annual permit fee remains at \$1,000.00.

SECTION 12. In consideration for the privilege to conduct a commercial aeronautical activity at the Airport, Permittee shall submit on or before the Effective Date of this Permit an Annual Access Fee to Authority in the amount of One Thousand Two Hundred Dollars (\$1,200.00), which Fee shall contribute in part the Authority's cost to administer this Permit. All Commercial Permits are issued by Authority on a Fiscal Year basis. If the Term of this Permit is less than a full calendar year, the Annual Access Fee will be prorated. In no event shall the Access Fee for any prorated period be less than Five Hundred Dollars (\$500.00).

SECTION 13. The cost of access badges has increased, therefore new or renewal badges issued will be \$ 60 for all badges with criminal history records check and \$ 30 for STA only badges. Non-returned badges will increase to \$ 200.

SECTION 14. Provisions and definitions:

1. Except as expressly exempted herein, this Resolution shall apply to all operators of any aircraft landing at the Airport and having a maximum gross certificated landing weight of more than 10,000 pounds.

2. Signatory Airlines shall pay a Terminal Building Space Rental rate, Preferential Apron Area Fee, Non-Preferential Gate Use Fee (if used), and Landing Fee for all revenue flight landings, in the



foregoing amounts which have been calculated annually in accordance with Article 6 of the Agreement.

3. Non-Signatory Airlines, whether charter or scheduled airlines, shall pay a Terminal Building Space Rental rate, Terminal Use Fee, Gate Use Fee, and Landing Fee in the foregoing amounts which are calculated using 125% of the applicable rates and charges paid by the Signatory Airlines.

a. The term "maximum gross certificated landing weight" as used herein, shall mean the maximum weight, in thousand (1,000) pound units, at which each aircraft is certificated by the Federal Aviation Administration (or its successor) to land at the Airport.

b. The term "revenue flight landing" shall mean any aircraft arrival at the Airport by an aircraft operator; provided, however, that "revenue flight landing" shall not include any flight that returns to the Airport because of mechanical, meteorological, or other precautionary reason.

c. The term "Signatory Airline" shall mean an airline that has signed the Agreement.

d. The term "Non-Signatory Airline" shall mean all scheduled airlines and/or non-scheduled airlines that are not a Signatory Airline.

4. The fuel flowage fees for any aircraft, regardless of maximum gross certificated landing weight, operating at the Sarasota Bradenton International Airport and fueled at either a Fixed Base Operator or privately-owned fuel farm, shall remain nine cents **(\$0.09) per gallon** on all aviation fuel.

5. For any scheduled or non-scheduled commercial aircraft handled by a Fixed Base Operator at the Airport, the FBO shall be responsible for reporting the activity, notifying the operator of the charges, and collecting and remitting the charges required under this resolution.

6. An exemption from liability for landing fees is hereby granted to any aircraft paying fuel flowage fees via a Fixed Base Operator or airport lease agreement.

7. The provisions of this Resolution are severable, and if any court of competent jurisdiction shall hold any of its provisions unconstitutional, the decision of such court shall not affect or impair any of the remaining provisions.

Adopted this 25<sup>th</sup> day of September 2023

**SARASOTA MANATEE AIRPORT AUTHORITY**

\_\_\_\_\_  
**Jeff Jackson, Chairman**

**ATTEST:**

\_\_\_\_\_  
**Robert Spencer, Secretary**

## AGENDA ITEM NO. 5.4

**SARASOTA MANATEE AIRPORT AUTHORITY  
SEPTEMBER 25, 2023, REGULAR MEETING  
STAFF NARRATIVE**

**REQUEST FOR APPROVAL**

**RESOLUTION NO. 2023-07, ADOPTING MINIMUM STANDARDS FOR AERONAUTICAL ACTIVITIES**

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**EXECUTIVE SUMMARY:** Recommending Approval of Resolution No. 2023-07 Adopting Minimum Standards for Aeronautical Activities at Sarasota Bradenton International Airport.

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**NARRATIVE:** FAA Advisory Circular (AC) 150/5190-7, Minimum Standards for Commercial Aeronautical Activities, states that: "The airport sponsor of a federally obligated airport agrees to make available the opportunity to engage in commercial aeronautical activities by persons, firms, or corporations that meet reasonable minimum standards established by the airport sponsor." The AC states that: "The FAA objective in recommending the development of minimum standards serves to promote safety in all airport activities, protect airport users from unlicensed and unauthorized products and services, maintain and enhance the availability of adequate services for all airport users, promote the orderly development of airport land, and ensure efficiency of operations. Such standards must be reasonable and not unjustly discriminatory and ... should be updated to reflect current conditions that exist at the airport and not those that existed in the past."

The Minimum Standards for Aeronautical Activities ("Minimum Standards") for Sarasota Bradenton International Airport (the "Airport") were last updated on March 26, 2018. As a result, Staff recently retained a firm with experience developing minimum standards to explore and discuss the industry's best practices. After receiving their recommendations and those of Staff, Staff drafted the attached update of the existing Minimum Standards for the Board's consideration.

Please note that certain categories of aeronautical activities have been added, deleted, combined, or revised to reflect current airport industry practices and to facilitate an expanded application process for conducting activities at the Airport. The general requirements and insurance requirements of the Minimum Standards have also been expanded, consistent with the Authority's recent agreements, and certain land use requirements have also been reduced where appropriate to account for the Airport's limited property resources and off-airport storm water management system.

A redlined draft of the Minimum Standards that reflects the material additions, deletions, and modifications of the recommendations received is attached for your assessment. Based on the recommendations received from Staff and the Authority's consultant, the President/Chief Executive Officer, recommends approval of Resolution No. 2023-07 as presented.

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**RECOMMENDATION:** It is hereby recommended that the Sarasota Manatee Airport Authority Board approve Resolution No. 2023-07, Adopting Minimum Standards for Aeronautical Activities at Sarasota Bradenton International Airport, as presented.

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**ATTACHMENTS:** 1) Resolution No. 2023-07, Adopting Minimum Standards for Aeronautical Activities at Sarasota Bradenton International Airport. 2) Minimum Standards for Aeronautical Activities at Sarasota Bradenton International Airport dated September 25, 2023.

## AGENDA ITEM NO. 5.4

### RESOLUTION NO. 2023-07

**SARASOTA MANATEE AIRPORT AUTHORITY  
RESOLUTION ADOPTING  
MINIMUM STANDARDS FOR AERONAUTICAL ACTIVITIES  
AT  
SARASOTA BRADENTON INTERNATIONAL AIRPORT**

**WHEREAS** the Sarasota Manatee Airport Authority, an Independent Special District of the State of Florida, hereinafter referred to as "Authority" owns and operates the Sarasota Bradenton International Airport, hereinafter referred to as "Airport"; and

**WHEREAS** the Authority desires to establish and maintain minimum standards and requirements for conducting aeronautical activities at the Airport to protect the public's health, safety, and security, prohibit unqualified operators, and protect the public from unlicensed, unsafe, or irresponsible activities; and

**WHEREAS** the Authority, in recognition of obligations imposed by Section 308 of the Federal Airport Act, and certain obligations contained in certain agreements between the Authority and the United States of America, relative to the use of federal funds for the development and operation of the Airport, desires that all aeronautical activities on the Airport be conducted in a fair and equitable manner without unlawful discrimination, and that reasonable opportunities be made available to conduct aeronautical activities on the Airport without granting exclusive rights; and

**WHEREAS**, the Authority, in recognition of obligations imposed by FAA Advisory Circular (AC) 150/5190-7, desires to make available reasonable opportunities to engage in aeronautical activities on the Airport by qualified individuals that meet reasonable minimum standards and requirements to protect the health, safety, and security of the public, ensure the efficient operation of the Airport, and promote the orderly development of Airport; and

**WHEREAS**, the Authority last established minimum standards for aeronautical activities at the Airport on March 26, 2018, and desires to updated said minimum standards to reflect the current conditions at the Airport, in further compliance with obligations imposed by FAA AC 150/5190-7;

**NOW, THEREFORE, BE IT RESOLVED**, that 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", dated and attached in their entirety hereto as Exhibit A to this resolution, as of the date prescribed here below.

Adopted this 25<sup>th</sup> day of September 2023.

**SARASOTA MANATEE AIRPORT AUTHORITY**

\_\_\_\_\_  
Chairman

**ATTEST:**

\_\_\_\_\_  
Secretary

SMAA121522r

**AGENDA ITEM NO. 5.4**



**SARASOTA  
BRADENTON  
INTERNATIONAL**

**SARASOTA MANATEE AIRPORT AUTHORITY**

**MINIMUM STANDARDS**

**FOR**

**AERONAUTICAL ACTIVITIES**

**SARASOTA BRADENTON INTERNATIONAL AIRPORT**

**SEPTEMBER 25, 2023**

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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

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**MINIMUM STANDARDS**  
**FOR**  
**AERONAUTICAL ACTIVITIES**  
**AT**  
**SARASOTA BRADENTON INTERNATIONAL AIRPORT**

**WHEREAS** the Sarasota Manatee Airport Authority, an independent Special District of the State of Florida, hereinafter referred to as "Authority" owns and operates the Sarasota Bradenton International Airport, hereinafter referred to as "Airport"; and

**WHEREAS** the Authority desires to establish and maintain minimum 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 the public from unsafe, unlicensed, or irresponsible operators; and

**WHEREAS** the Authority, in recognition of the statutory prohibition against granting an exclusive right to conduct Aeronautical Activities on the Airport imposed by Section 308 of the Federal Airport Act and in compliance with obligations contained in certain agreements between the Authority and the United States of America relative to the expenditure of federal funds for the development and operation of the Airport, desires that all such Aeronautical Activity be conducted on the 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.

Fuels and Lubricants	Notes
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.

Capacity and Storage	Gallons	Notes
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:

Fueling Equipment	Gallons	Notes
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:

<u>Personnel</u>	<u>Standard</u>	<u>Notes</u>
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.

<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	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: \_\_\_\_\_

## AGENDA ITEM NO. 5.5

SARASOTA MANATEE AIRPORT AUTHORITY  
SEPTEMBER 25, 2023 MEETING  
STAFF NARRATIVE

REQUEST FOR APPROVAL: PROFESSIONAL PLANNING, ARCHITECTURAL & ENGINEERING SERVICES  
CONTRACT FOR THE VEHICLE STORAGE BUILDING MODIFICATIONS PROJECT

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**EXECUTIVE SUMMARY:** The Board selected Prime Engineering as the number one ranked firm at the May 2023 Board meeting to provide professional planning, architectural, and engineering services to plan, design, permit, and provide construction phase services for the Air Cargo and/or Facilities Vehicle Storage Modifications Project. The scope of services has been received and multiple negotiation meetings have occurred. Staff requests approval of the scope with a maximum fee amount, up to \$320,000.00. Final fee will be determined in final negotiations meeting.

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**NARRATIVE:** The Sarasota Manatee Airport Authority (SMAA), henceforth referred to as "Authority", is seeking professional consulting services to provide planning, engineering, architectural design, permitting, bidding, and construction phase services for the modification of Facilities' Vehicle Storage Building to as light maintenance facility. With the recent increases in airline traffic, there is demand for additional air cargo space along with additional space for maintenance of Ground Service Equipment (GSE). This project will modify the Vehicle Storage Building to construct a light maintenance building. The new light maintenance building will allow GSE tenants to be base their operations in this new location, opening additional space in the Air Cargo Building for Airlines.

A detailed scope was prepared by Prime Engineering and was submitted to staff for review. Staff has been unable to negotiate a final fee, however, staff is requesting approval of the scope and a fee amount, up to \$320,000.00. Staff anticipates a final fee less than this amount will be achievable and would like to begin the project prior to the next Board meeting. This project is funded through Authority funds.

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**RECOMMENDATION:** It is hereby recommended that the Sarasota Manatee Airport Authority authorize the Chairman to execute a contract with Prime Engineering in the amount, up to \$320,000.00 with a 10% contingency providing an authorized level of \$352,000.00. Staff also requests authorization to prepare all documents necessary to implement this action.

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**ATTACHMENTS:** Contract Scope

**PRIME  
ENGINEERING  
INCORPORATED®**

September 14, 2023

Mr. Kent Bontrager  
Senior Vice President, Engineering, Planning & Facilities  
Sarasota Manatee Airport Authority (SMAA)  
6000 Airport Circle, Sarasota, Florida 34243

RE: Response to RFQ-01-2023-ACE  
Professional Planning, Engineering, and Architectural Design Services for Air Cargo  
Expansion and/or Facilities Vehicle Storage Modifications

Dear Mr. Bontrager:

Prime Engineering, Inc. is pleased to submit this proposal for Architectural and Engineering master planning for 1 of the 3 separate project sites that fall under the overall project defined as the Cargo Expansion and/or Facilities Vehicle Storage Modifications. The three project sites include: the existing vehicle storage building repurpose, the existing maintenance facility, and the new vehicle storage building with small external chemical and product storage building. This proposal is for the Vehicle Storage Building Conversion to a Vehicle Maintenance Shop. For this project, we have included seasoned professionals from Prime Engineering, our sister company, Zyscovich Architects, and by extension the entire Stratus team (common ownership with Prime), including a local office in Tampa. Combined, Stratus has vast resources and knowledge base while acting as a single entity. Under the terms of this proposal, Prime Engineering will provide professional services necessary to accomplish the project scope items as indicated herein. The partners that form Stratus include: Prime Engineering, Incorporated, Austin Brockenbrough & Associates, LLC, Ascent Engineering Group, Zyscovich, LLC, and Morris + Associates.

## **The Project**

3715 Northside Parkway, NW  
Building 300, Suite 200 ▪ Atlanta, GA 30327  
main: 404-425-7100 ▪ fax: 404-425-7101 ▪ [www.prime-eng.com](http://www.prime-eng.com)



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Air Cargo Expansion and/or Facilities Vehicle Storage Modifications  
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Due to recent air service growth and the need for more cargo space, SRQ has enlisted the assistance of Prime Engineering in the master planning and design process. This portion of the project will encompass the modification of the Facilities Vehicle Storage Building, transforming it into a light maintenance building with accompanying office space and bathrooms. The existing building is being used for storage of various items, and originally was purposed for vehicle storage for the airport.

It has been decided by SRQ at this point that the proposed Ex Air Cargo Building Expansion, the existing maintenance building bay expansion, and future vehicle storage building/canopy will be placed on hold and will not be part of the current scope.

## **Project Scope**

As discussed, our scope of services at this phase is to be limited to Architecture and Engineering services, surveying, and geotechnical work to create construction design services for the sites listed above. This proposal is for providing schematic design, construction documents, project specifications, permitting, and bidding services for the collective of each of the building sites included. Construction Administration will be provided under a separate contract or purchase order.

**Our proposed scope of work includes the following:**

### **1. Field Surveying and SUE Level B Work (see attached survey limits)**

#### **a. Existing Vehicle Storage Building**

- i. Establish H/V Control: H: VRS & V: RTK GPS or Benchrn
- ii. Topographic Survey within Survey Limits: 50' grid; 800'x500'; 6.6 Ac., Incl. Tree Location. Team will locate/identify living trees within the survey limits with a 4-inch or greater DBH (diameter @ breast height).



Mr. Kent Bontrager

Air Cargo Expansion and/or Facilities Vehicle Storage Modifications

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- iii. Team will determine site elevations on a maximum fifty (50') foot grid, at grade breaks, at changes in direction on curbing/paving within the adjoining rights-of-way or to 10' offsite where accessible
- iv. Determine the location of the road ROW and Airport boundary within the survey limits
- v. Engineering survey including ROW property line identification since we are at the corner of the airport's property.
- vi. Will locate visible aboveground site improvements, utilities and appurtenances including the elevations of pipe inverts on San/Storm Structures: 16+/- . Underground utilities may be graphically depicted on the survey drawing(s) in accordance with visible appurtenances. Hyatt Survey Services, Inc. will assume NO responsibility for the completeness and/or accuracy of any subsurface data represented on the survey drawing(s) from information provided by others.
- vii. This survey will include the location of roadway striping and elevations within the adjacent road ROW
- viii. SUE Level B locating and 811 Utility Locating
- ix. Roadway Striping and elevations within the ROW

**b. Utility Investigations & Mapping 2 sites**

- i. Prime Engineering is to provide the following professional Utility Investigation and Mapping Services in support of the above-named project in accordance with the project limits as indicated on the provided map and site sketch.
- ii. Designating is to indicate the presence and approximate horizontal location of subsurface utilities using geophysical prospecting techniques including electromagnetic, sonic and acoustical techniques. Prime Engineering will provide the following designating services to aid the Client:
  - 1. Provide equipment, personnel and supplies needed for performing designating services. Colliers Engineering &





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Air Cargo Expansion and/or Facilities Vehicle Storage Modifications

September 14, 2023

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- Design shall determine equipment, personnel and supplies needed to perform these services.
2. Designate the existing underground utility facilities within the identified area as described in Exhibit 1. Conduct appropriate investigation of site conditions.
  3. Mark the utilities on the ground with spray paint to be surveyed by Colliers Engineering & Design.
- iii. No specialized Traffic Control is anticipated. No Lane Closures are anticipated. Any required traffic control will be billed to Client as a direct pass through;
  - iv. Colliers Engineering & Design will provide standard cones and warning signs for any services performed adjacent to roadway areas;
  - v. Services will be provided with due diligence and in a manner consistent with standards of the subsurface utility locating industry. Every reasonable effort will be made to locate all utility systems of interest whether indicated on record plans available to us or not. However, no guarantee can be made that all existing utility systems can be detected, located or exposed. It may not be possible to detect utilities without prior knowledge, such as systems that are not depicted on record prints available to us. Typically, the horizontal location effort will include electromagnetic induction, power source detection, and ground penetrating radar (GPR). Electromagnetic induction is a method in which a transmitted signal is applied to a metallic target. If the target is metallic and unbroken, the target can be traced and a receiver at the surface is used to detect the transmitted signal. If the signal cannot be applied directly to the target, induction may be produced from the surface. In this scenario bleed-off of the transmitted signal to an adjacent facility is possible, sometimes resulting in erroneous information. PVC, HDPE, concrete pipe and other non-metallic facilities cannot be



Mr. Kent Bontrager  
Air Cargo Expansion and/or Facilities Vehicle Storage Modifications  
September 14, 2023  
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located by electromagnetic methods. Power source detection is a technique used to locate naturally occurring magnetic fields that exist around cables while generating a signal (electric, telephone, CATV for example). Ground penetrating radar (GPR) is available to assist in locating non-metallic utilities and other facilities that are unidentifiable using traditional electromagnetic techniques. The accuracy of these techniques is subject to the limitation of the available technology and certain factors and field conditions beyond our control, such as the size, depth and conductivity of the target, the site conditions and access, soil conditions, depth to water table and the existence of adjacent buried materials and debris. The targeting of subsurface utilities, although highly reliable, is expressly understood to represent an approximate location of the facility marked on the ground surface. Facilities located from the surface are usually found within two feet of the surface mark. Once a possible facility has been located from the surface, vacuum excavation services should be used to visually verify to provide the accurate horizontal location and vertical measurements (a test hole).

- vi. Vacuum excavation techniques are used to provide a cost-effective service that causes minimal disturbance to the site, the utility, vehicle traffic, and is acceptable to the permitting agencies. The size of the test hole excavation is kept to a minimum, in most cases the nominal size of a test hole is 8" x 8". This service represents the best available data on subsurface utilities given a cost-effective investigation using air/vacuum excavation. Visual verification in the test hole below the water table is not possible. An air lance probe can be used in these instances to a reasonable depth of approximately 6 feet, although results to greater depths may be possible. The bottom of the utility pipe and conduit is sometimes not directly available and, in most



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cases, can be derived from the crown of the pipe and the pipe diameter. Pipes with a diameter of 16" or less can usually be determined by exposing a portion or the entire pipe as needed. If pipe diameter is critical on pipe facilities greater than 16", additional test holes may be required to obtain both edges. The bottom depth of multiple conduit and encased duct banks is determined by excavating down one edge of the utility. Additional test holes are needed to accurately document edges, configuration and top and bottom depths. Conditions under multiple or encased duct bank facilities cannot be excavated and therefore the existence of another facility cannot be confirmed. It is important to remember that the bottom edge of the facility may not represent its lowest point, and the shape or configuration of the facility may not be the same on both sides. Locating underground utilities is not an exact science. The reporting of a negative result (no facility found) should not be used as a positive determination that the subject area is clear of all facilities or that the facility does not exist. Use of this service does not relieve interested parties from their responsibility to make required notification prior to excavation, nor does it relieve utility owners of their responsibility to mark the location of their facilities. Prime Engineering will not be responsible for utilities that cannot be located with the equipment and techniques provided, or those located underneath other utilities. If records research is not part of the scope of services, the utility owner's marks will be used to identify the utility. Prime Engineering Inc. will not be responsible for correcting mistakes made by other locators.

- vii. Utilization of the above equipment and methods is the industry recognized procedure for finding and locating underground utilities and features. Although effective and reliable, there is the possibility that all utilities may not be



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detected due to environmental conditions, soil conditions, water table, excessive depth, and/or feature makeup. Location of existing utilities scanned by ground penetrating radar (GPR) are to be deemed approximate in nature and in no way are to be construed as exact.

**2. Geotechnical Study (Boring Map Will be Provided for Review Prior to Field Work)**

- a. The objective of our study will be to obtain information concerning subsurface conditions at the project sites in order to base engineering estimates and recommendations. The field investigation program mentioned below has been developed to support design aspects relating to civil, roadway, drainage and structures. In order to meet the preceding objectives, we propose to provide the following services:
  - i. Review published soils and topographic information. This published information will be obtained from the appropriate Florida Quadrangle Map published by the United States Geological Survey (USGS) and the Soil Survey of Sarasota County, Florida, published by the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS).
  - ii. Perform site reconnaissance and coordinate utility clearances with Sunshine State One Call.
  - iii. Perform a geotechnical field study consisting of the following:
    1. Drainage Support
      - a. Perform four (4) SPT borings to a depth of 20 feet
      - b. Perform four (4) hand auger borings to a depth of 5 feet to estimate the SHGWT
      - c. Perform two (2) field permeability (hydraulic conductivity) tests



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iv. Pavement/Access Drives Near the New Building and Rehab Area

1. Perform eight (4) hand auger borings to a depth of 5 feet

v. Existing Maintenance Building (Rehab)

1. Perform two (2) pavement cores with DCP testing to a depth of 10 feet.

- b. Collect groundwater measurements from the boreholes. Estimate the seasonal high groundwater level at select boring locations.
- c. Visually examine all recovered soil samples in the laboratory and perform appropriate laboratory testing to classify the soils according to the Unified Soil Classification System (USCS).
- d. Prepare an engineering report in accordance with the request for proposal and the scope of services herein that summarizes the course of study pursued, the field data generated, subsurface conditions encountered and our engineering recommendations in each of the pertinent topic areas.
- e. The proposal is based on the assumption that no hazardous materials exist on-site that would impact our investigation.

f. Additional Geotech Items:

GEOTECH ITEMS				
Asphalt Pavement Coring's	EA	2	\$ 250	\$ 500.00
Geo Auger Borings- Hand & Truck/Mud Bug	LF	40	\$ 11	\$ 448.00
Geo Drill Crew Support Vehicle	DAY	3	\$ 270	\$ 810.00
Geo Field Permeability 0-10 Ft (Open - End Borehole Method)	EA	2	\$ 360	\$ 720.00
Geo Grout Boreholes- Truck/Mud Bug 000-050 Ft	LF	100	\$ 6	\$ 625.00
Geo SPT Truck-Mud Bug 0-50 Ft	LF	100	\$ 16	\$ 1,550.00
Geo Temp Casing 3" Truck/Mud Bug 000-050 Ft	LF	30	\$ 10	\$ 309.00
Mobilization Concrete Coring equipment	EA	1	\$ 385	\$ 385.00
Soils Lime rock Bearing Ratio (LBR)(FM 5-515)	TEST	1	\$ 375	\$ 375.00
Soils Liquid Limit (AASHTO T 89)	TEST	6	\$ 61	\$ 366.00
Soils Materials Finer than 200 Sieve (FM 1-T011)	TEST	16	\$ 47	\$ 752.00
Soils Moisture Content Laboratory (AASHTO T 265)	TEST	8	\$ 17	\$ 136.00
Soils Organic Content Ignition (FM 1 T-267)	TEST	2	\$ 46	\$ 92.00
Soils Plastic Limit & Plasticity Index (AASHTO T 90)	TEST	6	\$ 70	\$ 420.00

**3. Stormwater Planning and Permitting Research Coordination and alternate reviews**

- a. **Topographic Surveys** - Review site topographic surveys to determine if basin limits around the existing Vehicle Storage



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Facility in the South Quad and partially in basin AS2 support redirecting stormwater runoff into the master drainage system. The portion of the site in basin AS2 is not currently included in the master drainage system or permit.

i.

#### **4. Architectural Planning and Engineering Design Plans**

- a. Meetings Planned:
  - i. Kickoff (NTP + 1-2 week)
  - ii. Program Validation & Preliminary Schematic Review (Kickoff + 4 weeks)
  - iii. Program Update & Final Schematic Review (Review Meeting + 2 weeks)
  - iv. Submission: Construction Documents (Permit & Bid Pricing) (Review Meeting + 6 weeks)
  - v. Weekly meeting would be internal, unless specifically requested a standing weekly (or bi-weekly) check-in
- b. The current scope of work anticipates the following program elements:
  - i. **Existing Vehicle Storage Building** (multi-tenant renovations):
    - 1. Tenant space for up to five (5) tenant areas, roughly 1,600 SF each with 1 being larger than the others.
    - 2. Tenant spaces to be subdivided by galvanized steel chain-link fencing, to be continuous from floor to underside of roof deck
    - 3. Each tenant space to include one (1) office of roughly 120 SF
    - 4. Each tenant space to include minimum restroom facilities as allowed by Code (unisex toilet or single-user facilities for men and women)
    - 5. Wet pipe F/P system (with fire alarm system).



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6. Separate A/C (ductless) for each office space.
  7. Electrical service to each bay will be separately metered.
  8. Back-up generator to support building.
  9. IT/Comm design.
  10. Site Programming and verification with survey with concepts to avoid activating any major stormwater treatment needs.
  11. Connection of existing Cargo Building parking lot to this site with a single drive connection
  12. Water Service Utility Design
  13. Sewer Service Line Design For Bathroom additions
  14. Up to 3 Civil Site Concepts based on site constraints with Bluebeam with conversion to CAD after selection edits with client
  15. Site Wall Concepting for grading coordination
  16. Cost estimate takeoffs for estimator up to 2 options
  17. Hydrology Modeling and design will be avoided by reviewing concepts to reduce the need for extensive water quality needs.
- c. Preparation of existing building drawings for use in subsequent planning and design (based on drawings provided by the owner and limited on-site field verification)
- i. Existing Vehicle Storage Building
- d. Preliminary research into the anticipated permitting requirements and timelines required for the proposed new construction/renovation projects
- e. Development of preliminary schematic designs for new and renovated facilities based on programming information to be provided by the client and the anticipated tenants
- i. The client will provide initial information on tenant-specific requirements (utilities, critical dimensions,



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- operational requirements, etc.) based on preliminary questionnaires to be provided by the design team
- ii. Program Validation meeting will include further discussion and verification of specific requirements as necessary
- f. Schematic design documents for each proposed new construction/renovation project will include:
  - i. Concept-level drawings (plans, exterior elevations, and/or key building/wall sections sufficient to clarify design intent and overall scope
  - ii. Narrative description of engineering systems/primary components
- g. Construction documents for each proposed new construction/renovation project will include:
  - i. Architectural, Structural, Civil/Site, Mechanical, Electrical, Plumbing, and Fire Protection drawings sufficient for permit approval and construction of the proposed work
  - ii. Architectural, Structural, Civil/Site, Mechanical, Electrical, Plumbing, and Fire Protection specifications, in either project manual or drawing note format, sufficient for permit approval and construction of the work proposed
- h. Permit Submission for each proposed new construction/renovation project, including response to any permit review comments as required
- i. Clarifications and exclusions:**
  - i. Scheduled meetings will be teleconferences unless otherwise noted to help the airport reduce overall cost.
  - ii. Existing building drawings will be prepared based on information provided by the owner and limited field verification of key elements; While suitable for planning and preparation of detailed construction documents, these will not constitute 'as-built' drawings.





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- iii. Except where otherwise specifically noted, existing building drawings will not reflect any conditions in concealed areas (below slabs, enclosed within chase walls, above ceilings, etc.).
- iv. Existing building drawings will be primarily for the purposes of identifying architectural and structural elements of the existing buildings, and will only include major components of the following engineering systems:
  - 1. **Structural:** Layout of primary column grids and framing members only (excluding confirmation of member sizes, engineering evaluation of load capacities, or other details)
  - 2. **Mechanical:** Primary HVAC equipment, rooftop units, and locations of major supply/return ducts (excluding detailed layouts of ceiling fixtures, ductwork, controls, etc.)
  - 3. **Electrical:** Location of primary electrical panels, transformers, and other major equipment only (excluding detailed layout of lighting, power outlets, switches, etc.)
  - 4. **Plumbing:** Location of fixtures and anticipated routing of primary lines only
  - 5. **Fire Protection:** General identification of systems and locations of primary equipment only (pump room, risers, etc.)
- v. Schematic design work (plans, elevations, etc.) for each proposed new construction/renovation project anticipates preparation of one (1) primary scheme, with only minor adjustments to be incorporated as part of the design development process; if additional alternate schemes or major changes to a developed scheme are requested, these can be provided as an additional service for a supplemental fee.



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- vi. Conceptual cost estimates to be prepared based on schematic designs for each proposed renovation/ construction project, as sufficient to validate rough-order-of-magnitude budget pricing. Each phase design will be updated with a total of 3 main cost estimates.
  - vii. Fire protection drawings (as required) will consist of general design specifications and zoning diagrams only, with detailed design to be provided by a licensed engineer under the contractor's scope of work (to be submitted for approval by the local jurisdiction prior to construction)
  - viii. Permitting for each proposed new construction / renovation project is understood to be submitted and reviewed through a single jurisdiction.
  - ix. Rework of existing plumbing and mechanical systems outside of what is required to tie in existing systems with new systems.
  - x. Specialized design services study, such as LEED or similar is excluded
  - xi. Energy modeling excluded
  - xii. Life Cycle Cost Analysis excluded
5. **Bidding Phase** - Following the Owner's approval of the final design and the most recent statement of probable construction cost, Prime will assist the Owner in obtaining bids and in awarding and preparing contracts for construction. Services for the Bidding Phase include:
- a. Agenda Creation
  - b. RFP Document Preparation and Reproduction support
  - c. Pre-bid meeting, minutes, and paperwork
  - d. Agenda Reproduction
  - e. Bid Evaluation support
  - f. RFI Response and Logging
  - g. Contractor Recommendation Support
  - h. Presentation Assistance
6. **Permitting Documents – 100% Construction Documents**  
Prime will initiate preparation of the Permitting Documents for the project upon approval of the 90% progress submittal. Upon receipt of written



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comments from DAL, Prime will review the comments, prepare responses to those comments, and incorporate agreed-upon comment responses in the Construction Documents to complete the Permitting Document Drawings and Technical Specification Documents. Deliverables will include the following:

- a. Response to 90% progress submittal peer review comments
- b. Drawings – Submittals will include Construction Document drawings developed to a 100% complete level.
- c. 100% complete Technical Specifications
- d. Updated Project Development Schedule – Verification of the program schedule in the form of a detailed project development schedule
- e. Updated Estimate of Probable Construction Costs
- f. Permitting Due Diligence:
  - i. If site-specific topography is consistent with options to shift water management into the master drainage system, evaluate the impact of this action on the remaining quality and quantity capacity available in the South Quad based on the current ledger.
- g. Airport Meetings
  - i. In conjunction with the Prime Consultant, review the options to shift the site runoff into the master drainage system with SMAA. If the impacts are acceptable to the SMAA, review the options with water management regulatory authorities. If the impacts are not acceptable to the SMAA, the project will require stand-alone water management design and permitting which is excluded from this scope but can be added as a negotiated service for additional fees. Following discussions with Southwest Florida Water Management District (SWFWMD) and Sarasota County described in the following two sub-tasks, the comments from those agencies will be discussed with the Sponsor. Design and permitting activities with the City of Sarasota are specifically excluded from this scope. If the City of Sarasota is jurisdictional over all or part of the existing Vehicle Storage project, water management design and permitting with the City of Sarasota can be added as a negotiated service for an additional fee.
- h. SWFWMD Meeting



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- i. Following the initial meeting with SMAA in item a above, review options to shift the site into the master drainage system or other water management alternates. Comments will be solicited concerning permissibility, regulatory issues, and general concept suggestions for the options or alternates.
- i. Sarasota County Meeting
  - i. Following the initial meeting with SMAA in item a above, review options to shift the site into the master drainage system or other water management alternates. Comments will be solicited concerning permissibility, regulatory issues, and general concept suggestions for the options or alternates
- j. Deliverables
  - i. Meeting agenda for each meeting
  - ii. Meeting minutes from each meeting
  - iii. Confirmation of the permissible water management strategies for each site
- k. Permitting Assistance
  - i. For options that allow shifting of the site or portion of the site into the master drainage system with no more than a ledger adjustment, provide the ledger adjustment and a letter modification for project permitting with SWFWMD and Sarasota County. Provide the 25 and 100 year hydraulic gradeline information for the closest EPA SWMM modelled node to the Prime Consultant. Prime Consultant will be responsible for all site grading and drainage design to connect to the system. Prime Consultant will be responsible for complying with any conditions (such as overland flow distance) that may be required by regulatory authorities. Permitting assistance for any alternate that requires site-specific water management design and permitting is excluded in this scope but can be negotiated for an additional fee
- l. Exclusions:
  - i. Event or continuous simulation water management quality or quantity modeling. These will be negotiated if shifting the sites into the master drainage system with simple ledger adjustments and letter modifications for permitting are not the preferred or permissible option for a site.
  - ii. Wetland or wildlife studies
  - iii. Water quality or quantity testing or measurement



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- iv. Hazardous materials evaluations
  - v. Coordination with other airport projects that may be ongoing or planned at the airport. Example projects that can impact this include Lot 9 in the industrial development, other undefined projects in the south quadrant, and any changes by undefined projects in basins AS1 and AS2. Basically, we will not combine the permitting for this project with any others, it will be stand alone.
7. **Construction Phase-** Following the award of the construction contract, Prime will support the efforts of the Owner including, if requested, full-time construction administration under a separate contract.

## Schedule

We have developed a high level overall schedule of events to take place provided below:

1. Kickoff (NTP + 1 week)
2. Geotech FAA 7460 Submittal (NTP + 2 week)
3. Preliminary Program Validation (NTP + 2.5 weeks)
4. Surveying Field Work (NTP + 10 weeks)
5. Geotech Work (7460 Approval + 6 weeks)
6. Program Update & Preliminary Schematic Review (Item 4 & 5 + 4 weeks)
7. Construction Documents Submitted for Permitting (Item 1-6 + 8 weeks)



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**Schedule of Fees**

We propose to provide these services for the fixed fees as requested in the RFP and provided below:

**Overall Project Task, Planning, Permit Review and Management**

A&E Field Visits for Primary Field Verification for Buildings, General Project Management, Full Team Planning, Client Meetings, Building Programming	
Meetings, & QA/QC	\$X,XXX
Preliminary Planning Report	\$X,XXX
Stormwater Concepting, FAA Planning, Permitting	
Coordination Review & Meetings	\$X,XXX

**Sub-Total Fee** **\$X,XXX**

**Concepting Designs and Field Work**

**Existing Vehicle Storage Site Conversion to Maintenance Facility**

Geotechnical Report and Associated Field Work	\$X,XXX
Geotechnical Non-hourly Field Items (20% Total)	\$X,XXX
Field Survey	\$X,XXX
Civil Site Planning Concepting Drawings	\$X,XXX
Civil Site Planning Hydrology Study Model and Concepting	\$X,XXX
Architectural Schematics	\$X,XXX
Structural Schematics	\$X,XXX
MEP Schematics	\$X,XXX

**Sub-Total** **\$X,XXX**

**Estimated Reimbursable Expenses** **\$X,XXX**

**Total Proposed Combined Fee** **\$XXX,XXX**



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As requested, the fees include standard estimated reimbursable expenses (travel costs, printing, etc.)

Our Rate Schedule and Commercial Terms using the RFP format are provided below for your review.

**Rate Schedule and Commercial Terms**

See attached



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## Staffing Plan

See the original organizational chart previously provided for this project.

We sincerely appreciate the opportunity to continue to work with the Samet Corporation. This proposal will be open for acceptance for a period of sixty (60) days unless changed by us in writing.

Thank you for considering Prime Engineering, Inc. for this project. We look forward to working with you and are ready to begin work immediately. Please contact us with any questions or comments you may have regarding this proposal.

Sincerely,

A handwritten signature in blue ink, appearing to read "Chris Cash".

Chris Cash, PE  
Vice President  
Prime Engineering, Inc.

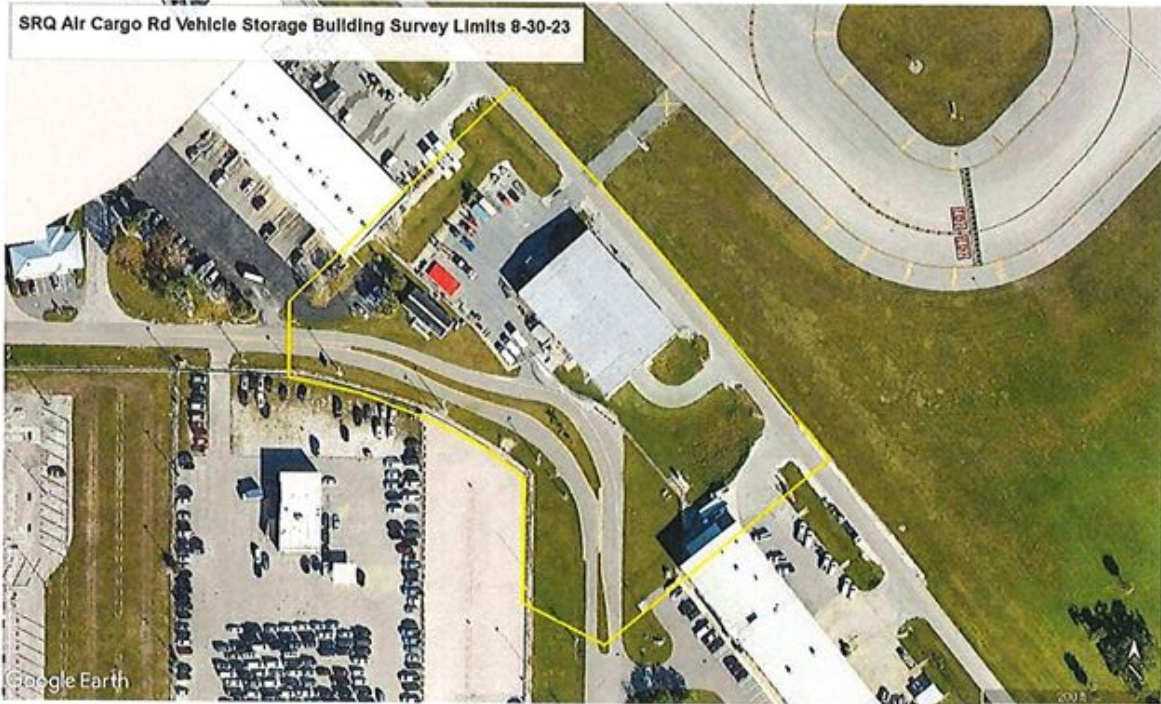
Enclosures: Survey Limits





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**Survey Limits**



## AGENDA ITEM NO. 5.6

**SARASOTA MANATEE AIRPORT AUTHORITY  
SEPTEMBER 25, 2023, MEETING  
STAFF NARRATIVE**

**REQUEST FOR APPROVAL: #P-230007**

**BANKING REVOLVING LINE OF CREDIT**

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**EXECUTIVE SUMMARY: Staff requests authorization from the Board to approve an award of contract to Truist Bank to provide a Banking Revolving Line of Credit for the Sarasota Manatee Airport Authority ("Authority").**

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**NARRATIVE:** Staff assembled a Request for Proposal to secure the services of an experienced and qualified banking firm to provide a Banking Revolving Line of Credit for the Sarasota Manatee Airport Authority.

On June 1, 2023 a Request for Proposal (RFP) was publicly noticed through publication in the Bradenton Herald and the Sarasota Herald-Tribune and broadcast through Onvia/DemandStar with responses due by July 11, 2023, 3:00 p.m. 136 firms were notified and 9 downloaded bid documents for this project. Purchasing received three (3) responses from eligible banks.

Selection Committee members met on August 10, 2023, to review and rank the proposals. The committee developed interview/clarification questions for each qualified firm and requested each firm to submit their Best & Final response before the committee's final selection.

It is intended that the Line of Credit would be available to be used to address variable cash flow issues that may arise due to timing differences between contractor payment requests and the receipt of the related grant reimbursement, given that all grants are provided on a reimbursement basis.

The Line of Credit will be secured by a pledge of the Authority's Net Operating Revenues. Certain of the projects that may be funded from the proceeds of the Line are eligible (or are expected to be eligible) to be paid from the Authority's passenger facility charges ("PFCs"). Hence, at its option, the Authority may elect to use PFCs to pay the portion of the debt service on the loan that is allocable to the PFC-eligible projects. The Authority may also elect to use grant receipts for the payment of principal on the Line.

The Authority has been approved by the recommended banking institution for a Line of Credit up to \$75 million. However, due to a .10% "non-use fee", Authority management continues to evaluate expected cash flows to determine the most appropriate amount to ultimately accept in order to ensure availability while limiting the cost of the non-use fee.

While a variety of interest rate/term options were offered, Authority management is recommending a term of 364 days at a floating rate of .20% over the benchmark Secured Overnight Financing Rate (SOFR), published daily by the Federal Reserve Bank of New York. The SOFR is a broad measure of the cost of borrowing cash overnight collateralized by Treasury securities. The published SOFR on September 15, 2023 was 5.31%.

Upon a thorough review of the submittals received, a formal recommendation was submitted to Purchasing to request the Board's approval of Truist Bank to provide the subject Line of Credit. As specified within the formal request for proposal, the rate and fee proposed were not the sole determining factors in the selection process.

The President/ CEO recommends approval of Truist Bank for providing A Revolving Line of Credit for the Sarasota Manatee Airport Authority.

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**RECOMMENDATION: It is hereby recommended that the Sarasota Manatee Airport Authority Board approve the establishment of a Line of Credit with Truist Bank. Staff also requests authorization to prepare any and all documents necessary to implement this action with the assistance of legal counsel.**

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## AGENDA ITEM NO. 5.7

**SARASOTA MANATEE AIRPORT AUTHORITY  
September 25, 2023 MEETING  
STAFF NARRATIVE**

**REQUEST FOR APPROVAL: #P-230008 – BANKING SERVICES**

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**EXECUTIVE SUMMARY:** Staff requests authorization from the Board to approve an award of contract to Truist Bank to provide Banking Services for the Sarasota Manatee Airport Authority ("Authority") for a three (3) year period with the option to renew for three additional (2) two-year periods commencing October 01, 2023.

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**NARRATIVE:** Staff assembled a Request for Proposal to secure the services of an experienced and qualified banking firm to provide Banking Services for the Sarasota Manatee Airport Authority.

On June 1, 2023, a Request for Proposal (RFP) was publicly noticed through publication in the Bradenton Herald and the Sarasota Herald-Tribune and broadcast through Onvia/DemandStar with responses due by July 24, 2023, 3:00 p.m. 136 firms were notified and 15 downloaded bid documents for this project. A Mandatory Meeting was held on June 14, 2023, with six firms in attendance. Purchasing received all six (6) responses from eligible banks.

Committee members met on August 09, 2023, to review and rank the proposals. The committee developed interview/clarification questions for the top three ranked firms and requested each firm to submit their Best & Final response before the committee's final selection.

The final proposals were evaluated based on relative banking service fees, merchant service fees, interest rates on deposits, physical location of branch offices and bank personnel responsible for the relationship, financial strength and stability of the banking institution, inter-relation of banking services to credit services, and Authority resources required to relocate its banking services from Truist Bank, where our banking relationship currently exists.

Upon a thorough review of the submittals received, a formal recommendation was submitted to Purchasing to request the Board's approval of Truist Bank. As specified within the formal request for proposal, the fee proposal was not the sole determining factor in the selection process.

The President, CEO recommends approval of Truist Bank to provide Banking Services for the Sarasota Manatee Airport Authority.

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**RECOMMENDATION:** It is hereby recommended that the Sarasota Manatee Airport Authority Board approve the Banking Services Contract with Truist Bank for a period of three (3) years with the option to renew for three additional (2) two-year periods. Staff also requests authorization to execute any and all documents necessary to implement this action.

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## AGENDA ITEM NO. 5.8

**SARASOTA MANATEE AIRPORT AUTHORITY  
September 25, 2023, REGULAR MEETING  
STAFF NARRATIVE**

**REQUEST FOR APPROVAL  
LEASE AND OPERATING AGREEMENT WITH ELIXIR AIRCRAFT NORTH AMERICA, INC.**

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**EXECUTIVE SUMMARY: Requesting Approval of a Lease and Operating Agreement with Elixir Aircraft North America, Inc. for approximately 17,945 Square Feet of Aircraft Hangar Space for Aircraft Assembly and Aircraft Maintenance and Repair.**

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**NARRATIVE:** Elixir Aircraft North America, Inc. ("Elixir") is high growth Aerospace and Defense Manufacturing Company established in 2015, organized and existing under the laws of the State of Delaware, whose primary place of business is La Rochelle, France. Elixir currently employs approximately 80 employees to produce composite and aluminum, One-Shot Carbon, light, economical and environmentally friendly single-engine aircraft in France for business and recreation. Elixir is EASA CS-23 certified in Europe and seeking Title 14 Part 23 FAA certification for production in the United States.

To that end, Elixir has requested to lease two (2) adjacent aircraft hangars located on the north-east side of the Airport, currently occupied by AeroVanti, containing a total of 17,945 square feet of interior space to conduct Aircraft Assembly and Aircraft Maintenance and Repair of their assembly made aircraft. The proposed agreement with Elixir includes a minimum capital investment of \$1.5M with an initial fifteen (15) year term and three (3) five-year (5-year) renewal terms. Premise I includes 12,185 square feet of aircraft hangar space and is proposed to commence on July 1, 2024, and Premise II includes 5,760 square feet of aircraft hangar space and is proposed to commence on July 1, 2025.

As an inducement to locate at the Airport, no rent is proposed to be assessed for the first (1<sup>st</sup>) lease-year for either Premise. The proposed rental rate per year for Premise I for the second (2<sup>nd</sup>) lease-year is \$6.25 per square foot, the third (3<sup>rd</sup>) lease-year is \$9.38 per square foot, and the fourth (4<sup>th</sup>) lease-year is \$12.50 per square foot. Similarly, the proposed rental rate per year for Premise II for the second (2<sup>nd</sup>) lease-year is \$3.50 per square foot, the third (3<sup>rd</sup>) lease-year is \$5.25 per square foot, and the fourth (4<sup>th</sup>) lease-year is \$7.00 per square foot. All rents are subject to CPI adjustments every three (3) years throughout the term of the proposed agreement.

As a further inducement to locate at the Airport, the proposed agreement includes a limited waiver to the Minimum Standards for Aeronautical Activities required to operate as an Aircraft Assembly Operator and Aircraft Maintenance and Repair Operator during the Initial Term of this Lease, which waiver is limited to the requirements for Land. The proposed agreement also grants Elixir the non-exclusive right and privilege during the term of this agreement to deliver, store and dispense aviation fuels and lubricants on the Premises to Elixir's registered aircraft, majority owned aircraft, and owners of their aircraft while receiving services from Elixir, subject to the Authority's existing fuel flowage fee of \$0.09 per gallon, as may be amended during the term of the proposed agreement.

As a final inducement to locate at the Airport, following execution of the proposed agreement, the parties have agreed to commence negotiations to identify and document for purchase or lease, by Elixir, approximately five (5) acres of undeveloped land at, or in close proximity to the Airport, for Elixir's long-term development, which negotiations are to be completed within six (6) months following the effective date of the agreement. If the Parties are unable to identify and document for purchase or

lease by Elixir the land required in a manner acceptable to the Elixir, Elixir may terminate the proposed agreement upon ninety (90) day prior written notice by the Authority.

Based on the terms of the proposed agreement, ownership of the initial \$1.5M improvements will be converted to the Airport Authority at the end of the initial term. The proposed agreement also includes a security deposit requirement in an amount equivalent to twelve (12) months of rent for each Premise assessed during the fourth (4<sup>th</sup>) lease year.

Based on the proposed terms and conditions presented, the President and CEO recommends approval of the proposed Lease and Operating Agreement with Elixir, as presented.

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**RECOMMENDATION: It is hereby recommended that the Sarasota Manatee Airport Authority Board approve the proposed Lease and Operating Agreement with Elixir Aircraft North America, Inc. for Aircraft Assembly and Aircraft Maintenance and Repair, as presented.**

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**ATTACHMENTS:** Proposed Lease and Operating Agreement with Elixir Aircraft.



**SARASOTA  
BRADENTON  
INTERNATIONAL**

**AIRCRAFT ASSEMBLY  
AND  
AIRCRAFT MAINTENANCE AND REPAIR**

**LEASE AND OPERATING AGREEMENT**

**between**

**ELIXIR AIRCRAFT NORTH AMERICA, INC.**

**and**

**SARASOTA MANATEE AIRPORT AUTHORITY**

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**LEASE AND OPERATING AGREEMENT**

This Lease and Operating Agreement (this "Lease") is made and entered into by and between the **SARASOTA MANATEE AIRPORT AUTHORITY**, a body politic and corporate existing under the laws of the State of Florida ("Authority"), and **ELIXIR AIRCRAFT NORTH AMERICA, INC.**, an Aerospace and Defense Manufacturing Company organized and existing under the laws of the State of Delaware authorized to do business in the State of Florida ("Lessee"), collectively, the "Parties".

**WITNESSETH:**

**WHEREAS**, the Authority owns and operates the Sarasota Bradenton International Airport located in the Counties of Sarasota and Manatee, in the State of Florida, hereinafter called the "Airport"; and

**WHEREAS**, the Lessee desires to lease certain real property at the Airport for the non-exclusive right to operate as an Aircraft Assembly Operator and Aircraft Maintenance and Repair Operator, each as defined in the Minimum Standards for Aeronautical Activities at the Airport, as may be amended; and

**WHEREAS**, the Authority desires to let certain real property at the Airport to Lessee for the non-exclusive right to operate as an Aircraft Assembly Operator and Aircraft Maintenance and Repair Operator, as defined in the Minimum Standards for Aeronautical Activities at the Airport, as may be amended;

**NOW, THEREFORE**, in consideration of the Premises and of the mutual covenants herein contained, and other good and valuable consideration, the receipt of which the Parties hereby expressly acknowledge, the Authority and Lessee hereto covenant and agree to the following terms, covenants, and conditions:

**Article 1 - Recitals/Effective Date**

The foregoing recitals are true and correct and are hereby incorporated herein by reference. This Lease shall become effective when approved by the Sarasota Manatee Airport Authority Board and signed by all parties ("Effective Date").

**Article 2 - Definitions**

The following words, terms, and phrases wherever used in this Lease shall have the meanings set forth in this Article 2 and the meanings shall apply to both singular and plural forms of such words, terms, and phrases.

2.01 "Adjustment Date" has the meaning set forth in Article 5.06.

2.02 "Airport" means the Sarasota Bradenton International Airport located in Sarasota and Manatee Counties, Florida.

2.03 "Airport Rules and Regulations" means the Rules and Regulations for Aeronautical Activities, dated March 20, 2019, as now or hereafter amended, and any successor ordinance or resolution regulating activities or operations on the Airport.



- 2.04 "Appraisal Adjustment Date" has the meaning set forth in Article 5.07.
- 2.05 "Approved Costs" has the meaning set forth in Article 8.02(E).
- 2.06 Assembly Made Aircraft – An Aircraft assembled by the Lessee at the Airport with components, instruments, parts, and equipment originally manufactured on the Airport or elsewhere.
- 2.07 "Base Rental" means: (a) the initial annual Building Rent provided in Articles 5.01(A) and 5.01(B); and (b) the initial annual Improvement Rent established on the dates provided in Article 5.02 for the Required Improvements identified in Article 8.02, as applicable. The Base Rental shall be adjusted as provided in Articles 5.06 and 5.07 on the Appraisal Adjustment Dates.
- 2.08 "Base Year" For all rental adjustments occurring before the first Appraisal Adjustment Date, Base Year means the initial twelve-month period of the Lease starting with the Commencement Date. After the first Appraisal Adjustment Date, the Base Year shall be the lease year that began on the most recent Appraisal Adjustment Date.
- 2.09 "Board" means the Board of the Sarasota Manatee Airport Authority, Florida.
- 2.10 "Building Rent" is the rent payable by Lessee for the ground being leased by Authority to Lessee. See Articles 5.01(A) and 5.01(B).
- 2.11 "President/CEO" means the President/CEO of the Sarasota Manatee Airport Authority.
- 2.12 "Commencement Date" has the meaning set forth in Articles 3.01 and 3.02.
- 2.13 "Consumer Price Index" has the meaning set forth in Article 5.06.
- 2.14 "Damages" has the meaning set forth in Article 19.
- 2.15 "Derelict Aircraft" means an aircraft, stored in the open, that:
- (A) Does not hold a current and valid airworthiness certificate issued by the FAA, or other appropriate aircraft certificating authority, together with necessary aircraft registration and maintenance records with a current endorsement by an appropriately rated certificate holder that the aircraft is in an airworthy condition.
  - (B) Has been issued a condition notice by the FAA or other appropriate aircraft certification authority that specifies that the aircraft has one or more conditions which render it not airworthy.
  - (C) Has had major components, accessories, flight controls, portions of the airframe or engines removed to render the aircraft not airworthy.
- 2.16 "Derelict Vehicle" means a vehicle designed for use on the roadways that is in a wrecked, dismantled or partially dismantled condition, or which is in an inoperable condition.





2.17 "Effective Date" shall have the meaning set forth in Article 1.

2.18 "Environmental Laws" means all applicable federal, state, or local laws, statutes, ordinances, rules, regulations, and governmental restrictions relating to the protection of the environment, human health, welfare, or safety, or to the emission, discharge, seepage, or release of Hazardous Substances into the environment, including, but not limited to, ambient air, surface water, groundwater, or land, or otherwise relating to the handling of such Hazardous Substances.

2.19 "FAA" means the Federal Aviation Administration.

2.20 "FBO" or "Fixed Base Operator" means a Fixed Base Operator as defined in Article 13 of the Minimum Standards for Aeronautical Activities at the Airport, dated March 26, 2018, and as now or hereafter may be amended.

2.21 "Fuel Flowage Fees" means the fuel flowage fees established by resolution of the Board as now or hereafter amended, and any successor ordinance or resolution establishing fuel flowage fees. At the time of execution of this Lease the rate is currently nine (9) cents per gallon.

2.22 "Fuel System" means all fuel and oil storage tanks and components thereto, all fuel and oil lines and associated distribution systems, pumps, nozzles and outlets, all fuel monitoring and alarm systems, and remediation improvements, whether above or below ground.

2.23 "Hazardous Substances" means any contaminant, hazardous or toxic substance, material or waste of any kind or any other substance that is regulated by any Environmental Laws.

2.24 "Improvements" shall mean "Required Improvements". See Article 2.45.

2.25 "Improvement Rent" has the meaning set forth in Article 5.02(A).

2.26 "Initial Term" has the meaning set forth in Articles 3.01 and 3.02.

2.27 "Inspection Period" has the meaning set forth in Article 3.04(B).

2.28 "Inspections" means any inspections and tests that Lessee deems appropriate with respect to the Premises, including, but not limited to, the following: (a) physical inspection of the Premises, (b) soil investigation, (c) environmental assessment, (d) topographic studies; and (e) engineering, utilities, and site planning studies.

2.29 "Landing Fees" has the meaning set forth in Article 5.04.

2.30 "Lessee's Parties" shall mean Lessee and its officers, employees, contractors, suppliers, agents, sub-lessees, licensees, and invitees.

2.31 "Lease" means this Lease as now or hereafter amended, and all exhibits attached hereto, which are incorporated herein by reference. Words such as "herein," "hereafter," "hereof," "hereby" and "hereunder" when used with reference to this Lease, refer to this Lease as a whole, unless context otherwise requires.



- 2.32 "Leasehold Mortgage" has the meaning set forth in Article 15.01.
- 2.33 "Letter of Credit" has the meaning set forth in Article 5.09.
- 2.34 "Minimum Capital Expenditure" has the meaning set forth in Article 8.02(C).
- 2.35 "Minimum Standards" means the Minimum Standards for Aeronautical Activities for Sarasota Bradenton International Airport adopted by the Authority on March 26, 2018, as now or hereafter amended, and any successor minimum standards for aeronautical activities adopted for the Authority.
- 2.36 "Non-Discrimination Authorities" has the meaning set forth in Article 25.02(C).
- 2.37 "Person" includes a partnership, joint venture, association, corporation, limited liability company, trust, or other entity, or, where the context so permits or requires, a natural person.
- 2.38 "Phase I ESA" has the meaning set forth in Article 21.05
- 2.39 "Phase II ESA" has the meaning set forth in Article 21.05.
- 2.40 "Plans" has the meaning set forth in Article 8.03.
- 2.41 "Pre-existing Environmental Condition" means the presence of Hazardous Substances in violation of Environmental Laws on, in or under the Property (including soil, groundwater, and soil vapor) because of the discharge, release, disposal, storage, treatment, migration or any other activities occurring prior to the Effective Date of this Lease.
- 2.42 "Premises" means the Property described on Exhibit A-1 including all buildings, hangars, structures, aircraft aprons, pavements, facilities, and improvements located thereon for Lessee's exclusive use and all other Improvements hereafter constructed thereon, subject to easements, rights-of-way, and any other encumbrances of record.
- 2.43 "Property" means the real property described on Exhibit A-1, subject to easements, rights-of-way, and any other encumbrances of record, including any Improvements constructed thereon.
- 2.44 "Renewal Terms" has the meaning set forth in Article 3.03.
- 2.45 "Required Improvements" has the meaning set forth in Article 8.02(A).
- 2.46 "Security Deposit" has the meaning set forth in Article 5.09.
- 2.47 "Lessee Parties" means Lessee and its sublessees, contractors, suppliers, employees, officers, licensees, agents, and invitees.
- 2.48 "Term" means the Initial Term and any Renewal Term.



2.49 "TSA" means the Transportation Security Administration of the Authority of Homeland Security and its authorized successors.

**Article 3 – Commencement Date and Term**

3.01 Initial Term - Premises I. The Initial Term for Premises I shall commence on July 1, 2024 ("Commencement Date") and shall terminate fifteen (15) years immediately after the Commencement Date ("Initial Term"), unless sooner terminated pursuant to the terms of this Lease. As used herein, "Lease Year" shall have the following meaning: the first Lease Year shall be the period beginning on the Commencement Date and ending on the last day of the previous calendar month one year later; successive Lease Years shall be the annual periods immediately succeeding the end of the first Lease Year.

3.02 Initial Term - Premises II. The Initial Term for Premises II shall commence on July 1, 2025 ("Commencement Date") and shall terminate fifteen (15) years immediately after the Commencement Date ("Initial Term"), unless sooner terminated pursuant to the terms of this Lease. As used herein, "Lease Year" shall have the following meaning: the first Lease Year shall be the period beginning on the Commencement Date and ending on the last day of the previous calendar month one year later; successive Lease Years shall be the annual periods immediately succeeding the end of the first Lease Year.

3.03 Renewal Terms. Provided Lessee is not in default of any term, covenant, or condition of this Lease, Authority and Lessee may agree to renew this Lease for Premises I and/or Premises II for up to three (3) additional terms of five (5) years ("Renewal Terms"). If the Lessee wishes to exercise a Renewal Term to this Lease, Lessee shall provide written notice to Authority requesting the Authority's approval to exercise a Renewal Term, no less than six (6) months prior to the expiration of the Initial Term, as may be amended. Following Authority's receipt of Lessee's notice to Authority requesting the Authority approval to exercise a Renewal Term, the Authority shall have thirty (30) days to respond to Lessee in writing of its decision to approve or not approve Lessee's request to exercise a Renewal Term. Only one Renewal Term may be exercised at any one time. Each Renewal Term shall be effective by a written instrument executed by both Parties without the need for a formal amendment to this Lease. During any Renewal Term, all other terms, covenants, and conditions of this Lease shall remain in full force and effect. The Renewal Terms are limited to those set forth in this Article 3.03. Unless otherwise set forth in this Lease, the word "Term" shall refer to the Initial Term and the Renewal Term(s) approved, if any.

3.04 Inspections.

- (A) From and after the Effective Date and up to the Commencement Date, Lessee shall have the right to use and occupy the Premises for the installation and construction of the Required Improvements subject to the terms and conditions of this Lease and in accordance with all applicable laws, rules, and regulations.
- (B) From and after the Effective Date and expiring ninety (90) days thereafter ("Inspection Period"), Lessee may conduct any Inspections that Lessee deems appropriate with respect to the Premises. All Inspections performed hereunder shall be conducted at Lessee's sole cost and expense and shall be performed by licensed Persons dealing in the respective areas or matters. Lessee agrees to indemnify Authority from and against all losses, damages, costs, expenses and/or liability of whatsoever nature arising from or out of a Lessee Party's entry upon and inspection of the Premises. Lessee's obligation to indemnify



Authority pursuant to this Article 3.04(B) shall survive the expiration or termination of this Lease. Prior to the expiration of the Inspection Period, Lessee shall provide Authority with one (1) complete copy of all written reports detailing the results of the Inspections obtained by Lessee hereunder.

- (C) If Lessee determines that it will be unable to use the Premises for the uses permitted hereunder based on the result(s) of the Inspections, or if environmental assessment(s) reveal the presence of a Pre-existing Environmental Condition not acceptable to Lessee, Lessee may elect to terminate this Lease in its sole discretion as provided in Article 3.05. In the event Lessee fails to properly exercise its right to terminate this Lease pursuant to this Article 3.04(C), Lessee shall be deemed to have waived such right and accepted the Premises "As Is" in its then existing condition, subject to all defects, latent or patent, if any; provided, however, that Lessee's acceptance of the Premises will not limit Authority's obligations with respect to any Pre-existing Environmental Condition for which Authority has taken written responsibility pursuant to Article 3.04(E). In the event Lessee terminates this Lease pursuant to this Article, Lessee, at its sole cost and expense, shall repair any damage resulting from the Inspections and restore the Premises to the condition in which it existed prior thereto, using materials of like kind and quality.
- (D) Authority has provided Lessee with a Phase I environmental audit dated January 4, 2022, prepared by Enviro-Audit & Compliance, Inc. which states the condition of the Premises on the effective date of the report ("Environmental Baseline Report"). Lessee understands that it is accepting the condition of the Premises as described in the Environmental Baseline Report together with any environmental reports/studies, if any, prepared by Lessee during the Inspection Period, shared with, and confirmed by the Authority ("Lessee Environmental Reports"). In the event Premises I or Premise II is occupied by any person or entity after completion of the Phase I Environmental Audit, dated January 4, 2022, and prior to the Effective Date of this Lease, the Authority shall provide Lessee an updated Phase I Environmental Audit, no more than ninety (90) days prior to the Effective Date of this Lease.
- (E) Lessee may elect to conduct its own environmental inspections. If Lessee's Inspections reveal a Pre-existing Environmental Condition that is not acceptable to Lessee, Lessee shall notify Authority in writing during the Inspection Period of the Pre-existing Environmental Condition and provide Authority a copy of the Inspection report(s). Authority may give written notice to Lessee within thirty (30) days of the expiration of the Inspection Period of its election to: a) terminate this Lease; b) to assume the full responsibility and cost to remedy the identified Pre-existing Environmental Condition in accordance with Environmental Laws; or c) provide Lessee the option, at Lessee's sole discretion, to oversee and advance the cost of the remediation for full reimbursement by Authority via rent credits or other agreed upon repayment terms between the parties at the sole cost and expense of the Authority. The Parties acknowledge and agree that the means and methods of remedying any Pre-existing Environmental Condition shall be commercially reasonable in nature and shall not unreasonably affect the Lessee's Permitted Use. If the Authority fails to provide written notice of its election to either terminate the Lease or to remedy the Pre-existing Condition, the Lease shall be deemed terminated.

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- (F) If a notice of termination is timely given by either party pursuant to this Article 3.04, or if the Lease is deemed terminated pursuant to this Article 3.04, the parties shall be relieved of all further liabilities and obligations under this Lease except for Lessee's indemnification obligations under Article 3.04(B) and Lessee's obligation to restore the Premises under Article 3.04(C).

3.05 Early Termination Rights.

- (A) Availability and Condition of Premises. This Lease may be terminated by Lessee at Lessee's election subject to written notice by Lessee to Authority as required herein in Article 29.11, if the Lessee determines as a result of the Inspections or for any other reason that the condition of Premises, or any portion thereof, is not, for any reason acceptable to Lessee, or available for the use, occupancy, and enjoyment of Lessee by October 1, 2024, or if Premises II, or any portion thereof, is not, for any reason, available for the use, occupancy, and enjoyment of Lessee by October 1, 2025.
- (B) Identity and Record of Premises III. In the event, following negotiations as required in Article 4.03, "Description - Premise III", the Parties conclude negotiations and do not identify and/or document for purchase or lease, by Lessee, approximately five (5) acres of undeveloped land at, or in proximity to, the Airport, in a manner acceptable to the Lessee, or in the event the Parties agree Lessee will occupy alternative space at the Airport, Lessee may terminate Premise I and/or Premises II of this Lease at Lessee's election without penalty thereto, subject to formal written notice by Lessee to Authority as required in Article 29.11.
- (C) Title 14 CFR Part 23 Certification. Lessee has commenced commercially reasonable efforts to obtain and shall continue to use commercially reasonable efforts to obtain Title 14 Part 23 FAA certification of its aircraft for production, assembly, and sale in the United States; However, notwithstanding any other provisions of this Lease, in the event said FAA certification is not been obtained by Lessee upon the date that is two (2) years following the Commencement Date for Premises I, Lessee may terminate this Lease at Lessee's election upon written notice by Lessee to Authority as required herein in Article 29.11, and the Security Deposit as set forth in Section 5.09 shall be returned to Lessee.

Article 4 – Premises and Privileges

4.01 Description – Premises I. Premises I shall consist of certain real property located at 7990 15th Street East, Sarasota, Florida 34243, as depicted on Exhibit A-1, attached hereto, which property includes approximately Fifty-Eight Thousand, Eight Hundred and Six (58,806) square feet or approximately One and Thirty-Five One Hundredths (1.35) acres of Land, Twelve Thousand, One Hundred Eighty-Five (12,185) square feet of Aircraft Hangar, an equivalent amount of Aircraft Apron, and fifteen (15) Paved Vehicle Parking Spaces, (collectively hereinafter referred to as "Premises I"). Authority hereby demises and leases to Lessee, and Lessee hereby leases from Authority Premises I subject to the terms, conditions and covenants set forth herein. See attached Exhibit A-1.

4.02 Description- Premises II. Premises II shall consist of certain real property located at 8000 15th Street East, Sarasota, Florida 34243, as depicted on Exhibit A-1, attached hereto, which property includes approximately Eleven Thousand, Five Hundred Twenty (11,520) square feet or approximately Twenty-Six One Hundredths (0.26) acres of Land, approximately Five Thousand, Seven Hundred Sixty (5,760) square feet of Aircraft Hangar, an equivalent amount of Aircraft Apron, and seven (7) Paved Vehicle Parking Spaces, (collectively hereinafter referred to as "Premises II"). Authority hereby demises and leases to Lessee, and Lessee hereby leases from Authority Premises II subject to the terms, conditions and covenants set forth herein. See attached Exhibit A-1.

4.03 Description - Premises III. Immediately following the Effective Date of this Lease, Authority and Lessee shall commence negotiations to identify and document for purchase or lease, by Lessee, approximately five (5) acres of undeveloped land at, or in proximity to the Airport, which negotiations shall conclude within six (6) months immediately following the Effective Date of this Lease. If the Parties are unable to conclude negotiations to identify and document for purchase or lease, by Lessee, approximately five (5) acres of undeveloped land at, or in proximity to, the Airport, in a manner acceptable to the Lessee, within six (6) months immediately following the Effective Date of this Lease, this Lease may be terminated by Lessee at Lessee's election upon ninety (90) day prior written notice by Lessee to Authority as required herein in Article 29.11.

4.04 Use of Premises. All rights and privileges granted to Lessee for use of the Premises by this Lease are non-exclusive and expressly limited to the development, construction, maintenance, and operation of the Premises for the non-exclusive right and privilege to operate at the Airport as an Aircraft Assembly Operator and Aircraft Maintenance and Repair Operator pursuant to the terms, covenants, and conditions of this Lease and the terms and requirements of the Authority's Minimum Standards for Aeronautical Activities at the Airport, as may be amended by Authority from time-to-time throughout the Term of this Lease. Lessee shall have the non-exclusive privileges and all obligations set forth in the Minimum Standards. In addition, Lessee shall have the right to paint Assembly Made Aircraft, on the Premises, subject to Lessee's compliance with all zoning and building codes, environmental health, safety, and security laws, rules, and regulations.

4.05 Limited Fueling Rights. Lessee shall be granted the non-exclusive right and privilege during the Term of this Lease, in accordance with the terms, covenants, and conditions herein, to deliver aviation fuel and lubricants to the Premises, and store and dispense aviation fuels and lubricants on the Premises to Lessee's registered aircraft, Lessee's majority equity owned aircraft, and owners of Lessee's Assembly Made Aircraft (Owners), while said Owners are receiving Aircraft Maintenance and Repair or flight training on the Premises ("Limited Fueling Rights"). Said Limited Fueling Rights shall not extend to the public or any other owner, person, entity, aircraft, or location on the Airport during the Term of this Lease. Any aviation fuels dispensed by Lessee to any other aircraft or location on the Airport during the Term of this Lease shall be a direct default of this Lease. Lessee's fuel storage capacity throughout the Term of this Lease shall not exceed five hundreds (500) gallons of unleaded fuel. No other type or quantity of fuel may be delivered, stored, or dispensed by Lessee.

Lessee's Limited Fueling Rights shall be subject to the Minimum Standards and the Airport's Rules and Regulations, each as may be amended from time-to-time by Authority throughout the Term of this Lease, including but not limited to all personnel training, licensing, regulatory, and environmental health, safety, and security laws, rules, and regulations.



4.06 Fuel Flowage Reports. Lessee shall provide to Authority each month throughout the Term of this Lease a written report that includes a complete list of aircraft registration numbers and the total gallons of fuel dispensed by Lessee for each aircraft during the preceding month ("Fuel Flowage Report"), which Fuel Flowage Report shall be used to calculate the amount of Fuel Flowage Fees due to Authority. Each Fuel Flowage report shall identify each aircraft registration number owned or leased by Lessee or owners of Lessee's Assembly Made Aircraft. Lessee agrees and understands that the Authority shall rely on Lessee's Fuel Flowage Reports to confirm Lessee's compliance with the Limited Fueling Rights granted herein.

4.07 Prohibited Uses, Products and Services. Lessee agrees that the Premises shall be utilized solely as an Aircraft Assembly Operator and Aircraft Maintenance and Repair Operator as defined in the Minimum Standards and for no other purpose whatsoever. Lessee agrees that it shall not provide any other products or services without the prior written approval of the Authority.

4.08 Common Areas. In addition to the privileges granted herein, Authority hereby grants to Lessee the general use, in common with others, access to the runways, taxiways, roadways, sidewalks, and public facilities on the Airport generally made available by Authority to others that are necessary for Lessee's operations ("Common Areas"), which Common Areas are all non-exclusive and subject to the Airport Rules and Regulations and the terms, covenants, and conditions set forth herein. The right of ingress to and egress from the Premises shall be subject to such laws, rules, and regulations as now or may hereafter have jurisdiction at the Airport. Except as expressly set forth in this Article 4.08, nothing in this Lease shall be construed to grant or convey to Lessee the right to use any space or area improved or unimproved which is leased to or under contractual control of a third party, or which Authority has not leased to Lessee herein. Authority may at any time temporarily or permanently close or consent to or request the closing of any such Common Areas and other areas, including ingress and egress to the Premises presently or hereafter used as such, so long as a reasonable means of ingress and egress is concurrently made available to Lessee. Lessee hereby releases and discharges Authority, its successors and assigns, of and from any and all claims, demands or causes of action which Lessee may now or at any time hereafter have against any of the foregoing arising or alleged to arise out of the closing of any street, roadway, or other areas used as such, whether within or outside the Premises, provided that Authority simultaneously makes available to Lessee a reasonable means of ingress and egress.

4.09 Service Standards. Lessee shall always comply with the following service standards:

- (A) Conduct its activities on and from the Premises in a safe, efficient, and first-class professional manner for which Lessee is known and consistent with the degree of care and skill exercised by Fixed Base Operators providing products, services, and facilities at comparable airports.
- (B) Furnish good, prompt, and efficient service and sales adequate to meet all reasonable demands of Lessee's customers.
- (C) Provide its services and sales on a fair, equal, and non-discriminatory basis to all customers and charge fair, reasonable, and non-discriminatory prices for sales and services.
- (D) Maintain sufficient supplies and personnel to meet the reasonable demands of the

customers at the Airport during Lessee's Hours of Operations in compliance with the Minimum Standards.

4.10 Compliance with Minimum Standards and Rules and Regulations. Lessee agrees to comply with the terms and requirements set forth in the Minimum Standards and Airport Rules and Regulations applicable to Lessee's operations throughout the Term of this Lease. In the event of a conflict between this Lease and the Minimum Standards or Airport Rules and Regulations, Lessee acknowledges and agrees that the more stringent terms and requirement shall apply to Lessee's operations hereunder.

4.11 Limited Waiver to Minimum Standards. With the execution of this Lease, the Authority hereby grants Lessee a limited waiver to the Minimum Standards required to operate as an Aircraft Assembly Operator and Aircraft Maintenance and Repair Operator on the Premises during the Initial Term of this Lease, which waiver shall be strictly limited only to the requirements for Land required to operate as an Aircraft Assembly Operator and Aircraft Maintenance and Repair Operator at the Airport, to enable Lessee to operate as an Aircraft Assembly Operator and Aircraft Maintenance and Repair Operator at the Airport during the Initial Term of this Lease. The Parties acknowledge and understand that said Waiver granted by the Authority is solely to facilitate and promote Aircraft Assembly and Aircraft Maintenance and Repair at the Airport. Lessee shall continually throughout the Term of this Lease satisfy all General Requirements and Specific Requirements to operate as an Aircraft Assembly Operator and Aircraft Maintenance and Repair Operator set forth in the Minimum Standards as may be amended from time-to-time by the Authority.

4.12 Condition and Use of Premises. Subject to Lessee's rights to complete Inspections pursuant to Article 3.04 and any obligations of the Authority with respect to Pre-existing Environmental Conditions, Lessee accepts the Premises in its "AS IS CONDITION" and "WITH ALL FAULTS," together with all defects, latent and patent, if any. Lessee further acknowledges that Authority has made no representations or warranties of any nature whatsoever regarding the Premises including, but not limited to, the physical and/or environmental condition of the Premises or any improvements located thereon; the value of the Premises or improvements; the zoning of the Premises; title to the Premises; the suitability of the Premises or any improvements for Lessee's intended use; or Lessee's legal ability to use the Premises for Lessee's intended use.

Notwithstanding anything herein to the contrary, the Authority warrants and represents that the Non-Exclusive Off-Site Stormwater Facilities, as depicted on Exhibit A-2 and as defined in Article 11.02, are and shall remain in good working order and condition and are adequate to satisfy all requirements related to the permitting, construction, and use of the Required Improvements and Premises. Authority reserves the right to recover the operating and maintenance costs attributable to Lessee's proportional use of the Non-Exclusive Off-Site Stormwater Facilities in common with all other Lessees of the Airport that use the Non-Exclusive Off-Site Stormwater Facilities, or as otherwise necessary to maintain the Non-Exclusive Off-Site Stormwater Facilities in good working order and condition, adequate to satisfy all requirements attributable to Lessee's proportionate use thereof.

4.13 Additional Paved Vehicle Parking. Within eighteen (18) months following Lessee's receipt of a certificate of occupancy for Lessee's Improvements, the Authority shall engage in commercially reasonable efforts to provide Lessee twenty-eight (28) additional Paved Vehicle Parking Spaces located within walking distance of Premise I and Premises II. Fair market rental value shall be assessed by Authority for the additional Paved Vehicle Parking Spaces, and Lessee shall pay the fair market rental value





to the Authority for the additional Paved Vehicle Parking Spaces, in an amount equivalent to the rents paid for comparable Paved Vehicle Parking Spaces at similar commercial airports in the State of Florida, which the Authority shall reasonably determine to be the fair market rental value.

**Article 5 – Rental, Fees, Charges and Security Deposit**

**5.01 Building Rent.**

- (A) Inducement Rental Rate – Premises I. Beginning on the Commencement Date for Premises I, during the first (1<sup>st</sup>) Lease Year, Lessee shall not pay Authority Rents, Fees, or Charges for Twelve Thousand, One Hundred Eighty-Five (12,185) square feet of Aircraft Hangar Building.

Beginning one (1) year immediately following the Commencement Date for Premises I, during the second (2<sup>nd</sup>) Lease Year, Lessee shall pay Authority an inducement rental rate of Six Dollars and Twenty-Fifty Cents (\$6.25) per square foot per annum (“Rental Rate”) for Twelve Thousand, One Hundred Eighty-Five (12,185) square feet of Aircraft Hangar Building, or Seventy-Six Thousand, One Hundred Fifty-Six Dollars and Twenty-Five Cents (\$76,156.25) per year, payable in equal monthly installments in the amount of Six Thousand, Three Hundred Forty-Six Dollars and Thirty-Six Cents (\$6,346.36) plus applicable sales tax (“Building Rent”).

Beginning two (2) years immediately following the Commencement Date for Premises I, during the third (3<sup>rd</sup>) Lease Year, Lessee shall pay Authority an initial rental rate of Nine Dollars and Thirty-Eight Cents (\$9.38) per square foot per annum (“Rental Rate”) for Twelve Thousand, One Hundred Eighty-Five (12,185) square feet of Aircraft Hangar Building, or One Hundred Fourteen Thousand, Two Hundred, Ninety-Five Dollars and Thirty Cents (\$114,295.30) per year, payable in equal monthly installments in the amount of Nine Thousand, Five Hundred, Twenty-Four Dollars and Sixty-One Cents (\$9,524.61) plus applicable sales tax (“Building Rent”).

Beginning three (3) years immediately following the Commencement Date for Premises I, during the fourth (4<sup>th</sup>) Lease Year, Lessee shall pay Authority an initial rental rate of Twelve Dollars and Fifty Cents (\$12.50) per square foot per annum (“Rental Rate”) for Twelve Thousand, One Hundred Eighty-Five (12,185) square feet of Aircraft Hangar Building, or One Hundred Fifty-Two Thousand, Three Hundred Twelve Dollars and Fifty Cents (\$152,312.50) per year, payable in equal monthly installments in the amount of Twelve Thousand, Six Hundred Ninety-Two Dollars and Seventy-One Cents (\$12,692.71) plus applicable sales tax (“Building Rent”), subject to adjustment as set forth in Articles 5.06 and 5.07 herein.

- (B) Inducement Rental Rate – Premises II. Beginning on the Commencement Date for Premises II, during the first (1<sup>st</sup>) Lease Year, Lessee shall not pay Authority Rents, Fees, or Charges for Twelve Thousand, One Hundred Eighty-Five (12,185) square feet of Aircraft Hangar Building.

Beginning one (1) year immediately following the Commencement Date for Premises II,

during the second (2<sup>nd</sup>) Lease Year, Lessee shall pay Authority an inducement rental rate of Three Dollars and Fifty Cents (\$3.50) per square foot per annum ("Rental Rate") for a total of Five Thousand, Seven Hundred Sixty (5,760) square feet of Aircraft Hangar Building, or Twenty Thousand, One Hundred Sixty Dollars (\$20,160.00) per year, payable in equal monthly installments in the amount of One Thousand, Eight Hundred Eighty Dollars (\$1,680.00) plus applicable sales tax ("Building Rent").

Beginning two (2) years immediately following the Commencement Date for Premises II, during the third (3<sup>rd</sup>) Lease Year, Lessee shall pay Authority an initial rental rate of Five Dollars and Twenty-Five Cents (\$5.25) per square foot per annum ("Rental Rate") for a total of Five Thousand, Seven Hundred Sixty (5,760) square feet of Aircraft Hangar Building, or Thirty Thousand, Two Hundred, Forty Dollars (\$30,240.00) per year, payable in equal monthly installments in the amount of Two Thousand, Five Hundred, Twenty Dollars (\$2,520.00) plus applicable sales tax ("Building Rent").

Beginning three (3) years immediately following the Commencement Date for Premises II, during the fourth (4<sup>th</sup>) Lease Year, Lessee shall pay Authority an initial rental rate of Seven Dollars and No Cents (\$7.00) per square foot per annum ("Rental Rate") for a total of Five Thousand, Seven Hundred Sixty (5,760) square feet of Aircraft Hangar Building, or Forty Thousand, Three Hundred Twenty Dollars (\$40,320.00) per year, payable in equal monthly installments in the amount of Three Thousand, Three Hundred Sixty Dollars (\$3,360.00) plus applicable sales tax ("Building Rent"), subject to adjustment as set forth in Articles 5.06 and 5.07 herein.

- (C) Monthly Installments. Building Rent as herein defined shall be payable in equal monthly installments, in advance, without demand and without any deduction, holdback or set off whatsoever, by the first day of each month, as adjusted in accordance with Articles 5.06 and 5.07 together with applicable sales tax. Any payment due hereunder for a fractional month shall be calculated and paid on a per diem basis (calculated based on the actual number of days in the month).
- (D) Address for Payment. All sums due hereunder shall be delivered to the Sarasota Manatee Airport Authority, Finance Department, at 6000 Airport Circle, Sarasota, Florida 34243, or at such other address as may be directed in writing by Authority from time to time.

5.02 Fuel Flowage Fees. Lessee, on behalf of Authority, shall collect Fuel Flowage Fees, currently set at a rate of Nine Cents (\$0.09) per gallon for each gallon of aviation fuel sold by or dispensed by Lessee anywhere at the Airport, except that, unless otherwise advised in writing in advance by Authority, Fuel Flowage Fees shall not be collected for Federal or State government owned aircraft. Fuel Flowage Fees shall also be paid by Lessee for aircraft owned or operated by Lessee. Fuel Flowage Fees shall be paid to Authority monthly pursuant to Article 6. Lessee acknowledges and agrees that Authority may adjust Fuel Flowage Fees from time-to-time, which adjustments may include, but shall not be limited to, adjustments to the rates, method of collection or basis for calculation.

5.03 Landing Fees. Authority reserves the right to cause Lessee to collect Landing Fees. The Authority reserves the right, in its discretion and after public hearing, to impose, modify or discontinue

Landing Fees as it deems solely for itself to be in the best interest of the Airport, provided such action shall be applicable to all FBOs.

5.04 Rental Car Agent Fees. If Lessee acts as an agent for any rental car company, other than a rental car company operating under a concession agreement with Authority at the Airport, Lessee shall report and pay to Authority on a monthly basis pursuant to Article 6 a percentage of the gross receipts received by Lessee from such operations equal to the then current percentage payable by a rental car company operating at the Airport pursuant to a rental car concession agreement (currently set at ten percent (10%).

5.05 Adjustment of Rent. Commencing on the first day of the fourth (4<sup>th</sup>) Lease Year and every three (3) years thereafter including renewal terms unless otherwise specifically provided ("Adjustment Date") the rental rate(s) as applicable shall be adjusted to reflect cost of living increases based upon the Consumer Price Index. At the time the calculation is being made, the monthly index figure for the third calendar month immediately prior to such Lease Year (the "Adjustment Level") shall be used. The monthly index figure for the same month in the twelve-month period immediately preceding the Base Year shall be referred to as the "Base Level." The new rent shall be computed by multiplying Base Rental from the Base Year by a fraction, the numerator of which shall be the Adjustment Level, and the denominator of which shall be the Base Level. Stated as a mathematical formula, the adjusted rent shall be computed as follows:

$$\text{Adjusted Rent} = \frac{\text{Adjustment Level} \times \text{Base Rental for the Base Year}}{\text{Base Level}}$$

In no event shall the rental rate in effect be decreased because of such adjustment. The annual rent shall not increase by more than 9% percent over the annual rent payable during the preceding three-year period, except on the Appraisal Adjustment Dates. This 9% cap shall not be applicable when rent is being adjusted by appraisal. The rental rate following the adjustment shall remain in effect until the next Adjustment Date or Appraisal Adjustment Date. The cost-of-living index referred to herein shall be the Consumer Price Index (CPI) of all Urban Consumers, distributed by the Bureau of Labor Statistics of the U.S. Department of Labor. In the event said index ceases to be prepared and published, then the rental shall be adjusted in accordance with the most comparable index then in existence.

5.06 Adjustment Based Upon Appraisal. Upon the first day of the sixteenth lease year, and at the Commencement of any Renewal Term, (each such date an "Appraisal Adjustment Date"), the annual Building Rent and Improvement Rent, set forth in Articles 5.01 and 5.02, as applicable, shall be adjusted and new annual rent shall be determined as hereinafter set forth. Prior to each Adjustment Date, Authority shall select a qualified M.A.I. appraiser with demonstrated experience in appraising comparable aviation real estate, selected by the Authority, who shall appraise the Premises to determine its fair market rental value using comparable aviation facilities. The Authority shall submit to Lessee a written statement of the then current fair market rental values as established by the appraisal. The annual rental rates provided for herein shall be adjusted to an amount equal to the values set forth in the final appraisal. The adjusted annual rental shall be payable commencing on the Adjustment Date. The parties acknowledge that under this Lease the Improvement Rent does not commence until the Renewal Term, and therefore only the Premise I and Premise II Rent shall be adjusted by appraisal during the Initial Term of this Lease.)

This Lease shall automatically be considered amended, without formal amendment hereto, upon written request for payment by Authority of the rental rates established pursuant to Articles 5.06 and 5.07. Any delay or failure of Authority in computing the adjustment in rental, as hereinabove provided, shall not constitute a waiver of or in any way impair the continuing obligation of Lessee to pay such adjusted annual rental from the applicable adjustment date. Notwithstanding any provision of this Lease to the contrary, annual rental rates shall not be adjusted to an amount less than the annual rental rates payable during the period immediately preceding the rental adjustment date. The CPI adjustment as set forth in 5.07 above shall occur on the third anniversary of the Appraisal Adjustment Date, and every three years thereafter until the next Adjustment Date. After an Appraisal Adjustment Date, the CPI adjustment shall occur every three years after such Appraisal Adjustment Date.

5.07 Late Payments. Lessee shall pay to Authority interest at the maximum rate permitted by law, but not more than one and one-half percent (1½ %) per month or eighteen percent (18%) per annum, on any late payments commencing ten (10) days after the amounts are due. To the extent permitted by law, Lessee agrees that acceptance of late payments by Authority shall not constitute a waiver of Lessee's default by Authority with respect to such overdue amount, nor prevent Authority from terminating this Lease for default beyond applicable cure periods in the payment of rentals, fees, or charges due to Authority pursuant to this Lease or from enforcing any other provisions, rights, or remedies granted herein, or conferred by law. In the event Lessee delivers a worthless check or draft to Authority in payment of any obligation arising under this Lease, Lessee shall incur a service charge of One Hundred Dollars (\$100.00) or five percent of the face amount of such check, whichever is greater; or if Florida Statute Article 832.07 is amended, such other fee as shall be set by said statute.

Lessee shall submit all payments for all rents, fees, and charges required by this Lease to the following address:

Finance Department  
Sarasota Manatee Airport Authority  
Sarasota Bradenton International Airport  
6000 Airport Circle, Third Floor  
Sarasota, FL 34243

5.08 Security Deposit. Prior to the Commencement Date of this Lease, Lessee shall post a non-interest-bearing security deposit with Authority equivalent to twelve (12) months of Rent for Premises I and Premises II assessed during the fourth (4<sup>th</sup>) Lease Year. ("Security Deposit"). The Security Deposit shall serve as security for the payment of all sums due to Authority and shall also secure the performance of all obligations of Lessee to Authority. The Security Deposit shall be either in the form of a clean, Irrevocable Letter of Credit ("Letter of Credit") or a Surety Bond ("Bond") in form and substance reasonably satisfactory to Authority. In the event of any failure by Lessee to pay any rentals or charges when due or upon any other failure to perform any of its obligations or other default under this Lease beyond applicable cure periods, then in addition to any other rights and remedies available to Authority at law or in equity, Authority shall be entitled to draw on the Security Deposit and apply same to all amounts owed. Upon notice of any such draw, Lessee shall immediately replace the Security Deposit with a new Letter of Credit or Bond in the full amount of the Security Deposit required hereunder. Lessee shall increase the amount of the Security Deposit to reflect any increases in the sums payable hereunder within thirty (30) days after notification by Authority of any such increase. The Security Deposit shall be kept in full force and effect throughout the Term of this Lease and any extension thereof and for a period of six



(6) months after the termination of this Lease. Not less than forty-five (45) calendar days prior to any expiration date of a Letter of Credit or Bond, Lessee shall submit evidence in form satisfactory to Authority that such security instrument has been renewed. Failure to renew a Letter of Credit or Bond or to increase the amount of the Security Deposit as required by this Article 5.09 shall constitute a default of this Lease entitling Authority to all available remedies. The Security Deposit shall not be returned to Lessee or released by Authority until all obligations under this Lease are performed and satisfied. Prior to consent from Authority to any assignment of this Lease by Lessee, Lessee's assignee shall be required to provide a Security Deposit to Authority in accordance with the terms and conditions of this Article 5.09.

5.09 Absolute Net Lease. This Lease shall be deemed to be "triple net" without cost or expense to Authority including, but not limited to, cost and expenses relating to taxes, insurance, maintenance of facilities and infrastructure, and operation of the Premises.

5.10 Sales and Use Tax. Lessee hereby covenants and agrees to pay monthly to Authority any ad-valorem tax, sales tax, use tax, or any other tax imposed pursuant to Florida Statutes, the County of Manatee, Florida, the City of Sarasota, Florida, or any imposition in lieu thereof (excluding State and/or Federal Income Tax, franchise taxes, and similar taxes) now or hereinafter imposed upon the rents or other payments due under the Lease, notwithstanding the fact that the statute, ordinance, or enactment imposing the same may endeavor to impose the tax upon Authority as Authority, to the extent as applicable.

5.11 Additional Remedies. Authority shall have the same rights to enforce due and timely payment by Lessee of all sums of money or charges required to be paid by Lessee under this Lease as are available to Authority with regards to annual rent.

5.12 Licenses, Fees, and Taxes. Lessee shall pay, on or before their respective due dates, all federal, state and local taxes and fees, and all special assessments of any kind, which are now or may hereafter be levied upon the Premises and improvements (including the Required Improvements) or the estate hereby granted, or upon Lessee, or upon the business conducted on the Premises, or upon any of Lessee's property used in connection therewith, or upon any rentals or other sums payable hereunder, including, but not limited to any ad valorem taxes (based upon Lessee's pro rata share according to the area of the Premises if the Premises do not have their own separate tax bill), and sales or excise taxes on rentals, and personal property taxes against tangible and intangible personal property of Lessee; provided, however, that Lessee shall have the right to contest or protest any of the foregoing in accordance with applicable legal requirements. Authority agrees to reasonably cooperate with Lessee in such contest or protest. Authority also agrees to deliver to Lessee, promptly after receiving the same, but in any event at least thirty (30) days prior to the date such bills are due, any tax bills that Authority receives with respect to the Premises. Lessee shall maintain current all federal, state, and local licenses and permits required for the operation of the business conducted by Lessee. It is further provided that Lessee shall pay in full any tax or assessment which arose by reason of Lessee's use or occupancy of the Premises at any time after the Effective Date. Taxes for any partial calendar year during the Term shall be prorated.

5.13 Accord and Satisfaction. In the event Lessee pays any amount that is less than the amount stipulated to be paid under this Lease, such payment shall be made only on account of the stipulated amount. No endorsement or statement on any check or letter shall be deemed an accord and satisfaction. Authority may accept any check or payment without prejudice to Authority's right to recover the balance due or to pursue any other remedy available to Authority pursuant to this Lease or under the law.



**Article 6 – Collection of Fees**

6.01 Log and Collection of Fees. Lessee agrees to log the arrival and departure of aircraft using the Premises; to direct such aircraft to parking or service areas; to collect, on behalf of Authority, all fees and charges applicable to the operation and storage of the aircraft at the Airport, including, but not limited to, Landing Fees, Fuel Flowage Fees and any other fees or charges established by Authority (a schedule of the fees and charges shall be provided to Lessee by Authority, whenever new fees or charges are established or existing fees and charges are revised); to record, in accordance with general industry practice, the receipt of such fees and charges and to remit the amount that was collected, or should have been collected, less any percent retainage as may be authorized and approved by Authority. The fees and charges set forth in this Lease shall not be collected from United States government military aircraft unless Lessee is otherwise advised in writing by Authority.

6.02 Accounting. Lessee agrees to provide an accurate accounting to Authority of all rents, fees and charges collected under this Lease, in a form and detail reasonably satisfactory to Authority, on or before the twentieth (20<sup>th</sup>) day of the month following the month in which the fees and charges were collected or accrued, which accounting shall be certified by an authorized officer of Lessee. Lessee shall pay to Authority the total amount due to Authority with the accounting, without demand, deduction, or setoff.

**Article 7 – Accounting Records and Reporting**

7.01 Accounting Records. Lessee shall keep, throughout the Term and any extension thereof, all books of accounts and records in accordance with Generally Accepted Accounting Principles (GAAP). Such books of accounts and records shall be retained and be available for five (5) years, including five (5) years following the expiration or termination of this Lease. With seven (7) business days advance written notice, Authority shall have the right to audit and examine during normal working hours all such books of accounts and records relating to Lessee's collection and payment of all rentals, fees, and charges payable to the Authority hereunder no more than three (3) times per year. If the books of accounts and records are kept at locations other than the Airport, Lessee shall arrange for them to be brought to a location convenient to auditors for Authority to conduct the audits and inspections as set forth in this Article 7.

7.02 Audit by Authority. Notwithstanding any provision in this Lease to the contrary, Authority or its representative(s) may at any time at its sole cost and expense perform audits of all or selected operations performed by Lessee under the terms of this Lease. To facilitate the audit performed by Authority, Lessee agrees to make suitable arrangements with the Certified Public Accountant or employee who maintains Lessee's records to make available to Authority's representative(s) all working papers relevant to preparation of the audit. Authority or its representative(s) shall make available to Lessee a copy of the audit prepared by or on behalf of Authority. Lessee shall have sixty (60) days from receipt of the audit report from Authority or its representative(s) to provide a written response to Authority regarding the audit report. Lessee agrees that failure of Lessee to submit a written response to the audit report in accordance with the requirements of this Section shall constitute acceptance of the audit report as issued.

If the results of the audit determine that the amount paid by Lessee to Authority exceeded the amount required by this Lease, Authority shall pay Lessee the full amount of any over payment within thirty (30) days of the Authority's receipt of notice of such over payment. If the results of the audit determine that the amount paid by Lessee to Authority was two percent (2%) or less than the amount

required by this Lease, Lessee shall pay Authority the full amount of under payment within thirty (30) days of the Lessee's receipt of notice of such under payment. However, if, the results of the audit determine that the amount paid by Lessee to Authority was more than two percent (2%) less than the amount required by this Lease, Lessee shall pay Authority the full amount of under payment plus interest on the full amount of under payment at the maximum rate permitted by law, but not more than one and one-half percent (1½ %) per month or eighteen percent (18%) per annum, within thirty (30) days of the Lessee's receipt of notice of such under payment.

**Article 8 – Construction of Improvements**

8.01 General Requirements for Construction. Lessee shall make no alterations or improvements, including the Required Improvements, to the leased Premises without the prior written consent of the Authority's President/CEO or designated representative. Lessee shall comply with the Lessee construction permit process established by the Authority. If Lessee requests permission to make the Required Improvements, or any other improvements or alterations and permission is granted by Authority in accordance with this Lease, the following conditions shall apply:

- (A) Lessee shall obtain all required permits and licenses and comply with applicable zoning laws, building codes and other laws or regulations of any appropriate governing body, whether it be state, county, city, or Authority.
- (B) Prior to any construction within the Premises, all contractors, and subcontractors to perform work must be approved by Authority, and such contractors and subcontractors will be required to execute an indemnification agreement in favor of Authority, and to provide evidence of insurance satisfactory to Authority (in at least the same amounts and form required for Lessee).
- (C) Lessee shall advance an estimate of costs necessary along with a construction schedule to complete Lessee's work and shall provide future cost estimates on any other alterations or improvements to the Premises upon written consent of Authority to authorize said alterations or improvements.
- (D) Lessee shall post with Authority a performance and payment bond in an amount equal to the estimated cost of alterations or improvements to be delivered to Authority under the provisions above. Said amount is established to account for potential cost overruns, contingencies, and cost estimate errors.
- (E) Lessee covenants and agrees to accept and pay all financial obligations associated with costs necessary to complete Authority-approved alterations or improvements. During construction, Lessee shall coordinate and incur the costs for the necessary and applicable inspections per local and industry requirements.
- (F) Lessee agrees throughout the term of this Lease to maintain at its expense the Premises and any improvements, equipment, or display within the Premises in a good state of repair and preservation. It is provided that, Lessee shall be responsible for the cost of repair for any damage to the Premises or the adjacent grounds or improvements, caused by Lessee, its agents, or employees. Authority shall have the right to inspect the Premises at any



reasonable time, provided that the exercise of such right shall not unreasonably interfere with Lessee's business.

8.02 Lessee's Improvements. All improvements, modification, or alterations constructed or installed on the Premises including, but not limited to, the Required Improvements and all structures, pavements, signage, lighting drainage, and landscaping, shall be attractive first-class design, materials, and construction as determined by the Authority, shall comply with all applicable laws, rules, and regulations, shall following standard industry construction methods, and shall be constructed in accordance with the requirements of this Article 8, including but not limited as follows:

- (A) Required Improvements. Lessee agrees to invest and construct, at its sole cost, capital improvements, less furniture, fixtures, machines, and equipment, to preserve and improve the fair market value of Premises I and Premises II ("Required Improvements").
- (B) Completion of Improvements. Construction of the Required Improvements shall be completed no later than twenty-four (24) months immediately following the Effective Date for Premise I and Premise II, respectively, subject to automatic extensions as set forth under 29.01 below of a Force Majeure Event, unless otherwise approved in writing by Authority, which approval shall not be unreasonably withheld, conditioned, or delayed for reasons beyond the reasonable control of Lessee.
- (C) Minimum Capital Expenditure. Lessee shall expend not less than One Million Dollars (\$1,000,000) on Required Improvements for Premises I, and Five Hundred Thousand Dollars (\$500,000) on Required Improvements for Premises II (collectively the "Minimum Capital Expenditure").
- (D) Approved Costs. Capital expenditures that may be counted towards satisfaction of the Minimum Capital Expenditures ("Approved Costs") shall include costs paid for work performed, services rendered, and materials used in the construction of the Required Improvements, including direct and indirect costs, subject to the following conditions and limitations:
  - (1) The cost of design, engineering, construction, inspection, and construction management of the Required Improvements, may including, but not be limited to, building doors, walls, floors, and windows, building systems, including HVAC, electrical, lighting, and plumbing, utility systems, fueling systems, surveys, site work and pavements, professional services for architects, engineers, inspectors, contractors and sub-contractors, construction insurance, permits, inspections and impact fees, structural, environmental, geotechnical and materials testing, construction and permanent gates, fencing, and outdoor lighting may be considered Approved Costs, provided such costs shall first be approved in writing by the Authority to confirm the reasonableness of all such costs based on standard industry practices determined solely by the Authority.
  - (2) Payments made by Lessee to licensed professionals for design, engineering, construction, inspections, and construction management shall be considered Approved Costs, provided such costs shall be limited to fifteen percent (15%) of the



Minimum Capital Expenditure.

- (3) Costs for consultants for services other than design, engineering, construction, inspection, and construction management, including legal fees, banking fees, financial and accountant fees shall not be considered Approved Costs.
- (4) Financing costs and interest expenses shall not be considered Approved Costs.
- (5) Only true third-party expenditures, payments made by Lessee, and expenditures typically capitalized under General Accepted Accounting Principles (GAAP), shall be considered Approved Costs.
- (6) Administration, supervisor and overhead or internal costs of Lessee shall not be considered Approved Costs.
- (7) Costs incurred by any of Lessee's affiliates for Required Improvements on the Premises shall be considered Approved Costs.
- (8) Costs associated with acquisition or installation of furnishings, fixtures, machines, and equipment, that is not permanently affixed to the Premises, or any expenses attributable to personality, shall not be considered Approved Costs.
- (9) Costs of interior decorations, special finishes, wall tiles, or other specialty finishes and coverings, construction photographs, specialty external and internal lighting, and signage, other than those required by local codes and ordinances, shall not be considered Approved Costs.
- (10) Expenses incurred by Lessee attributable to repairs, alterations, modifications, renovations, or maintenance of any improvements existing as of the Effective Date of this Lease and any improvements subsequently funded or constructed by the Authority shall not be considered Approved Costs or Required Improvements.
- (11) Any costs associated with any improvements other than the Required Improvements shall not be considered Approved Costs unless Lessee has obtained written approval from Authority prior to incurring such costs.

8.03 Design and Construction Approvals. Except as otherwise provided for herein, prior to constructing any Required Improvements or other improvements or alterations to the Premises, Lessee, without cost to Authority, shall prepare detailed preliminary design and construction plans and specifications for the same, hereinafter collectively referred to as the ("Plans") in accordance with standards established by the Authority and shall deliver the preliminary Plans to the Authority for review, comment, and adjustment. The Authority shall review the preliminary Plans and provide a written response to Lessee within thirty (30) days after receipt of the preliminary Plans and in the event the Authority fails to provide a written response within thirty (30) days, then any days over the allotted thirty (30) days until the Authority issues its written response will be automatically added to any applicable deadline for Lessee's completion of construction; provided, in the event the preliminary Plans are subject to review by another governmental authority with jurisdiction over the Airport, including, but not limited



to the FAA, the timeframe for review may be extended by the amount of time necessary for such authority to complete its review. In the event the Authority does not approve the preliminary Plans, Lessee will be notified of the reasons for the disapproval and the necessary modifications and/or alterations to the Plans. Lessee may then resubmit modified Plans to the Authority.

Within one hundred eighty (180) days of Lessee's receipt of a certificate of occupancy or certificate of completion, as appropriate, for Improvements constructed pursuant to this Lease, Lessee, at its sole cost and expense, shall have prepared and delivered to the Authority one (1) complete set of as-built drawings in a PDF or other electronic format acceptable to the Authority, and one (1) complete set of Auto CAD files in the latest version acceptable to the Authority.

Unless waived by the Authority's President/CEO or his representative, within one hundred eighty (180) days of completion of the Required Improvements, Lessee shall provide to Authority a written agreed upon examination report detailing the costs of constructing the Required Improvements, which shall include a schedule detailing the total cost of constructing the Required Improvements by category and amount; and a schedule detailing the total Approved Costs of the Required Improvements by category and amount. The report shall be in a form and substance reasonably satisfactory to Authority and, unless waived by the Authority's President/CEO, shall be prepared, and certified by an independent Certified Public Accountant, not a regular employee of Lessee, and shall include an opinion regarding the information contained in the schedules. The report shall not contain a qualified opinion, an adverse opinion, or a disclaimer of opinion, as defined by the American Institute of Certified Public Accountants or any successor agency thereto, regarding the information contained in the required schedules.

8.04 No Liens. Authority's interest in the Premises shall not be subject to any construction, mechanics, materialman's, tax, laborers', or any other lien, whether Authority has given its written approval for the Required Improvements or any other improvements, and Lessee shall hold Authority and its interest in the Premises harmless from any such lien or purported lien. Lessee agrees that nothing contained in this Lease shall be construed as consent by Authority to subject the estate of Authority to liability under the Construction Lien Law of the State of Florida and understands that Authority's estate shall not be subject to such liability. Lessee shall notify all parties or entities performing work or providing materials relating to the Required Improvements or any improvements made by Lessee of this provision of this Lease. If so, requested by Authority, Lessee shall file a notice satisfactory to Authority in the Official Public Records of Authority, stating that Authority interest shall not be subject to liens for Improvements made by Lessee. If a construction lien is filed against the Premises or other Authority property in connection with any work performed by or on behalf of Lessee, Lessee shall satisfy such claim, or transfer same to security, within ten (10) days from the date of filing. If Lessee fails to transfer or satisfy such claim within the ten (10) day period, Authority may do so and thereafter Lessee shall reimburse Authority without delay all costs incurred by Authority in connection with the satisfaction or transfer of such claim, including attorneys' fees, and Lessee shall promptly pay to Authority all such costs upon demand, as additional rent.

**Article 9 – Obligations of Lessee and Authority**

9.01 Rules and Regulations. Lessee covenants and agrees to observe and obey, and to require Lessee Parties to observe and obey all rules and regulations of the Authority (including amendments and supplements thereto) regulating the conduct and operations of Lessee and others on the Premises as may from time to time be promulgated. The obligation of Lessee to require such observance and obedience



on the part of its sublessees, guests, invitees, and business visitors shall pertain only while such Persons are on or in occupancy of any portion of the Premises.

9.02 Conduct of Operations. Lessee shall conduct its operations hereunder in an orderly and commercially reasonable manner, considering the nature of such operations so as not to unreasonably interfere with the operations of other Lessees at the Airport.

9.03 Noise and Vibrations. Lessee shall comply with the reasonable noise mitigation measures established by the Authority to mitigate noise impacts of Lessee's operations outside the boundaries of the Airport, such as utilizing designated areas for engine run-up activities.

9.04 Conduct of Lessee Parties. Lessee shall control the conduct, demeanor and appearance of Lessee Parties doing business at the Premises and, upon objection from Authority concerning the conduct of any such persons, shall immediately take all reasonable steps necessary to remove the cause of objection.

9.05 Disposal of Garbage. Lessee shall remove from the Premises or otherwise promptly dispose of in a manner approved by Authority all garbage, debris, and other waste materials (whether solid or liquid) arising out of the use or occupancy of the Premises or out of any operations conducted thereon. Garbage, debris, and other non-hazardous waste materials may be temporarily stored on the Premises in suitable garbage and waste receptacles made of metal and equipped with tight fitting covers and designed to contain whatever material safely and properly may be placed therein.

9.06 Nuisance. Lessee shall not commit any physical nuisance on the Premises and shall not do or permit any of its sublessees to do anything which would result in the creation, commission, or maintenance of such nuisance on the Premises. Lessee shall not create nor permit to be caused or created upon the Airport of the Premises any obnoxious odor, smoke or noxious gases or vapors. The creation of exhaust fumes by the operation of internal combustion engines or engines of other types, so long as such engines are maintained and are being operated in a proper manner, shall not be a violation of this Lease.

9.07 Vehicular Parking. Lessee shall not allow Lessee parties to park vehicles within the grassed areas of the Premises or in other areas of the Airport that are not leased or licensed to Lessee without the prior consent of the Authority, which consent may be granted or withheld in the Authority's sole and absolute discretion.

9.08 Accessibility of Utility Systems. Lessee shall not unreasonably interfere with the effectiveness or accessibility of the utilities systems installed or located on or about the Premises that are also used by other occupants, customers, or users of the Airport. This provision shall in no event require Lessee to modify or relocate any utilities systems that are approved by the Authority as part of the Required Improvements.

9.09 Overloading Paved Areas. Lessee shall not overload any aircraft apron or taxi lane, vehicle roadway or parking surface, hangar or office floor or other paved area on the Premises and shall repair any floor, including supporting members, and any paved area damaged by overloading.

9.10 Hazardous Operations. Lessee shall not do or permit to be done any act or thing upon the Premises that:

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- (A) will invalidate any insurance policies covering the Premises or the Airport; or
- (B) constitutes a hazardous condition considering the risks normally attendant upon the operations permitted by this Lease.

9.11 Storage of Flammable Liquids. All flammable liquids that are kept or stored at the Premises must always be handled, stored, and used in accordance with all applicable federal, state, and local laws.

9.12 Testing of Fire Systems. From time to time and as often as reasonably required by Authority or any governmental authority having jurisdiction, Lessee shall conduct pressure, water flow, and other appropriate tests of the fire extinguishing system and apparatus which are located on the Premises.

9.13 Vending Machines. Except as specifically authorized by this Lease, Lessee shall not place any coin or token operated vending machine or similar device (including, but not limited to, beverage or food machines, or other commodities) upon the exterior of any buildings or improvements upon the Premises, without the prior written consent of Authority, which consent shall not be unreasonably withheld by Authority.

9.14 Derelict Aircraft. Lessee shall not permit the temporary or permanent storage (without an open work order being actively pursued) at the Premises of any Derelict Aircraft. Derelict Aircraft shall be removed from the Airport within a period of thirty (30) days after written notice from Authority. Notwithstanding the foregoing, Authority may make written request to Lessee to demonstrate that an open work order is being actively pursued. If Lessee fails to provide Authority with satisfactory evidence that an open work order is being actively pursued within three (3) business days of the date requested, then such Derelict Aircraft shall be removed from the Premises within thirty (30) days from the date Authority makes its written request for proof that an open work order is being actively pursued.

9.15 Derelict Vehicles. Lessee shall not permit the temporary or permanent storage at the Premises of any Derelict Vehicles. Lessee shall cause Derelict Vehicles to be removed from the Premises within twenty-four (24) hours after written notice from Authority.

9.16 Evacuation and Hurricane Plans. Within thirty (30) days of request from Authority, Lessee shall provide Authority with emergency evacuation and hurricane plans consistent with Authority's plans for the Airport. These plans shall be detailed procedures of actions to be taken by Lessee and its sublessees if an evacuation need or hurricane alert warning is present. Hurricane plans are to be annually updated, if requested by Authority.

#### **Article 10 – Maintenance and Repair**

10.01 Cleanliness of Premises/Maintenance. Lessee shall, throughout the Term and any extension thereof, be responsible for all repairs and maintenance of the Premises (which shall include, but shall not be limited to, all aircraft apron areas, buildings, and improvements thereon), whether such repair or maintenance be ordinary or extraordinary, structural, or otherwise. Authority shall not be liable for, or required to make, any repairs or perform any maintenance upon the Premises, unless directly

related to damages caused by the Authority's negligence in which event Authority shall be responsible to repair such damage. Maintenance and repairs shall be in quality and class comparable to the original work, to preserve the Premises and all apparatuses thereon in good order, repair, and first-class condition. Lessee shall be required to keep all aircraft apron areas, buildings, and other improvements, including all Required Improvements, in good and fit condition throughout the Term and any extension hereof, and without limiting the generality thereof, Lessee shall:

- (A) Keep painted without signs of chipping or cracking all the exterior and interior of the Premises, repair and maintain all doors, windows, pavements, equipment, lighting fixtures, furnishings, fixtures, roof, exterior walls, and structural support systems.
- (B) Always keep the Premises in a clean and orderly condition and appearance and all the fixtures, equipment and personal property which are in any part of the Premises that is open to or visible by the public.
- (C) Provide and maintain all obstruction lights and similar devices, fire protection and safety equipment and all other equipment of every kind and nature required by any law, rule, order, ordinance, resolution, or regulation of any applicable governmental authority.
- (D) Repair any damage to the aircraft apron areas, paving or other surface of the Premises caused by any oil, gasoline, grease, lubricants or other liquids or substances having a corrosive or detrimental effect thereon.
- (E) Take anti-erosion measures, including, but not limited to, the planting and replanting of grasses with respect to all portions of the Premises not paved or built upon.
- (F) Be responsible for the maintenance and repair of all utilities that are now or subsequently located within the Premises and are exclusively used by Lessee or any of its sublessees, including, but not limited to, service lines for the supply of water, gas service lines, electrical power, telephone and telecommunications conduits and lines, sanitary sewers, and storm sewers.
- (G) Make no use of any portion of the Premises in a manner that causes or results in excessive dust, debris, or waste of any kind to be blown about or raised to be ingested by aircraft.
- (H) Be responsible for the maintenance, repair, cleaning, and landscaping of the entrance and exit roadways, sidewalks and signage serving the Premises, which Lessee acknowledges may be located outside of the Premises.

10.02 Inspections. Except for the need to address any emergency or other similar exigency, Authority, with forty-eight (48) hours prior notice to Lessee, shall have the right to enter the Premises at reasonable times to inspect same for the purpose of determining whether Lessee is following the requirements of this Lease. In the event Lessee is not in compliance with this Lease, as reasonably determined by Authority, Authority shall provide Lessee with written notice of such noncompliance. Lessee shall commence corrective action to remedy such noncompliance to the satisfaction of Authority promptly after receipt of the notice of noncompliance. If corrective action is not initiated within ten (10) days and pursued in a diligent manner to completion, Authority may, but shall not be obligated, to cause

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the same to be accomplished. Lessee agrees that Lessee shall assume and be liable to Authority for payment of all reasonable costs incurred by Authority, plus a fifteen percent (15%) administrative overhead fee, which costs, and administrative overhead fee shall constitute additional rent hereunder and shall be due and payable within thirty (30) days of the date of Authority's written notice.

**Article 11 – Utilities**

11.01 Utility Costs. Lessee shall pay for all electric, water, gas, refuse collection, communications, and other utilities charges for the Premises. The metering devices installed by Lessee for such utilities shall be installed at the cost of Lessee and shall become the property of Authority upon installation unless owned by a third party. Extension of utility mains or services to meet the needs of Lessee on the Premises shall be at the expense of Lessee and shall become the property of Authority upon installation unless otherwise agreed upon by the parties to this Lease.

11.02 Storm Water, Industrial and Sanitary Sewage Systems. Lessee acknowledges that certain properties and uses of properties within the Airport or on Authority owned land are subject to Federal storm water regulations as set forth in 40 CFR Part 122. Lessee agrees to observe and abide by said regulations as applicable to its property and use. Lessee must take all steps necessary to apply for and obtain a storm water discharge permit as may be required by applicable regulations for Lessee's operations at the Airport before utilizing the Non-Exclusive Off-Site Stormwater Facilities.

Notwithstanding any other provisions or terms of this Lease, including Lessee's right to quiet enjoyment, Authority and Lessee both acknowledge that close cooperation is necessary between the parties and with all users of the Non-Exclusive Off-Site Stormwater Facilities to ensure compliance with any storm water discharge permit terms and conditions, as well as to ensure safety and to minimize costs. Lessee acknowledges that it may be necessary along with other similarly situated Lessees using the Non-Exclusive Off-Site Stormwater Facilities to undertake to minimize the exposure of storm water to "significant materials" generated, stored, handled, or otherwise used by Lessee, as defined in the federal storm water regulations, by implementing and maintaining "Best Management Practices."

Authority will provide Lessee with written notice of those storm water discharge permit requirements, that are in Authority's storm water permit, that Lessee will be obligated to perform from time to time, including, but not limited to: certification of non-storm water discharges as related to Lessee's use on the Premises; collection of storm water samples for analysis of such samples for contamination collected within the Premises; preparation of storm water pollution prevention or similar plans within the Premises; implementation of Best Management Practices; and maintenance of necessary records. Such written notice shall include applicable deadlines. Lessee within seven (7) days of receipt of such written notice, shall notify Authority in writing if it disputes any of the storm water discharge permit requirements it is being directed to undertake. If Lessee does not provide such timely notice, it is deemed to assent to undertake such requirements. If Lessee provides Authority with timely written notice that it disputes such storm water discharge permit requirements, Authority and Lessee agree to negotiate a prompt resolution of their differences. Lessee warrants that it will not object to written notice from Authority for purposes of delay or avoiding compliance.

Lessee agrees to undertake those storm water discharge permit requirements for which it has received written notice from any governmental entity charged with enforcement of storm water

regulations. Lessee acknowledges that time is of the essence and will make every effort to meet all deadlines that may be imposed on it. The Authority agrees to provide Lessee, at its request, with any nonprivileged information collected and submitted to any governmental entity pursuant to applicable storm water regulations. The Authority will give Lessee written notice of any breach by Lessee of Authority's stormwater discharge permit or the provisions of this Article 11. If such a breach is material, and, if of a continuing nature, Authority may terminate this Lease. Lessee agrees to cure promptly any breach caused by Lessee or as a direct result of Lessee's operation.

Lessee agrees to participate in any Authority-organized task force or other work group established to coordinate storm water activities at the Airport. In addition, Lessee agrees to participate in Authority's Environmental Compliance Program and is subject to and agrees to periodic inspections conducted by Airport staff to monitor the management, handling, storage, and disposal practices associated with any petroleum substances, hazardous substances, or waste materials by Lessee. All remedies of the Authority regarding environmental requirements as set forth herein shall be deemed cumulative in nature and shall survive termination of this Lease.

Lessee shall be strictly liable for, and hereby expressly assumes all responsibility for all citations, fines, environmental controls and monitoring, clean-up and disposal, restoration and corrective measures directly resulting from or connected with the improper use, handling, storage or disposal of all pollutants or contaminated materials, as same are defined by law, by Lessee or by Lessee's sublessees, employees, invitees, suppliers of service or providers of materials, regardless of whether or not a default notice has been issued and notwithstanding any other obligations imposed upon Lessee pursuant to the terms of this Lease.

#### **Article 12 – Airport Security**

Lessee agrees to always observe and abide by all federal, state, and local laws, rules and safety and security requirements applicable to Lessee's operations, as now or hereafter promulgated.

#### **Article 13 – Insurance Requirements**

Lessee shall, at its sole expense, maintain in full force and effect, always during the Term and any extension thereof, the insurance limits, coverages and endorsements required herein as related to its use of the Premises and Lessee's use of all other areas on the Airport permitted hereunder as may be approved in writing by the Authority. Neither the requirements contained in this Article 13 or Authority's review, or acceptance of insurance shall in any manner limit or qualify the liabilities and obligations assumed by Lessee under this Lease. If the Minimum Standards or Airport Rules and Regulations impose more strenuous requirements, the Lessee shall comply with Minimum Standards and Airport Rules and Regulations. Lessee shall insure and/or obtain insurance coverage for its use of and impact to the Non-Exclusive Off-Site Stormwater Facilities.

13.01 Commercial General Liability/Airport Liability. Lessee shall maintain Commercial General Liability/Airport Liability Insurance with limits of liability not less than Ten Million Dollars (\$10,000,000) each occurrence, including coverage for, but not limited to, Premises/Operations, Products/Completed Operations, Contractual Liability, Personal/Advertising Injury and Cross Liability. This coverage shall be provided on a primary basis.

13.02 Hangar Keeper's Legal Liability. Lessee shall maintain Hangar keeper's Legal Liability Insurance providing coverage for property damage to aircraft that are the property of others while in the care, custody, or control of Lessee (when such aircraft are not in flight), in an amount not less than Ten Million Dollars (\$10,000,000) any one aircraft and Twenty Million Dollars (\$20,000,000) any one occurrence.

13.03 Commercial Auto Liability. Lessee shall maintain 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 Lessee 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 Lessee has no owned automobiles, Lessee 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.

13.04 Workers' Compensation & Employers Liability. Lessee shall maintain Workers' Compensation & Employers Liability as required by state and federal law. This coverage shall be provided on a primary basis.

13.05 Storage Tank Third-Party Liability and/or similar Environmental Impairment Liability. Lessee shall maintain Third-Party Storage Tank Pollution Liability Insurance, or similar Environmental Impairment Liability Insurance at a minimum limit not less than One Million Dollars (\$1,000,000) per occurrence at each location and Two Million Dollars (\$2,000,000) annual aggregate at each location providing coverage for damages against, but not limited to, third-party liability, clean up, corrective action including assessment, remediation, and defense costs. In the event the policy includes a self-insured retention or deductible more than One Hundred Thousand Dollars (\$100,000), Lessee shall provide a copy of Lessee's most recent annual report or audited financial statements to Authority at Authority's request and Authority may reject or accept a higher self-insured retention or deductible based on Lessee's financial condition.

13.06 Umbrella or Excess Liability. In addition to all other insurance requirements, Lessee shall maintain Excess Liability insurance coverage with a minimum /limit of Twenty-Five Million (\$25,000,000.00) for all operations to be performed by the Lessee at the Airport. Lessee may satisfy the minimum limits required above for Commercial General Liability/Airport Liability and/or Commercial Auto Liability and/or Environmental Impairment Liability coverage under Umbrella or Excess Liability Insurance. The Umbrella or Excess Liability policy shall have an aggregate limit not less than the highest "each occurrence" limit for the Commercial General Liability/Airport Liability, Commercial Auto Liability or Environmental Impairment Liability policy. Authority shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability policy unless the Certificate of Insurance notes the Umbrella or Excess Liability policy provides coverage on a "Follow-Form" basis.

13.07 Property, Wind, & Flood Insurance. Lessee shall maintain, subject to reasonable deductibles approved by the Authority:

- (A) Property insurance in an amount not less than one hundred percent (100%) of the total replacement cost of the buildings, betterments, and improvements, including those improvements made by or on behalf of Lessee as well as Lessee's contents located on the



Premises. The settlement clause shall be on a Replacement Cost basis. Coverage shall be written with a Special - Cause of Loss (All-Risk) form and include an endorsement for Ordinance & Law in an amount not less than twenty-five percent (25%) of the Property insurance limit. This coverage shall be provided on a primary basis.

- (B) Flood insurance, if within the 100-year flood zone, in an amount not less than one hundred percent (100%) of the total replacement cost of the buildings, betterments and improvements, including, but not limited to, those Improvements made by or on behalf of Lessee as well as Lessee's contents, located on the Premises, or the maximum amount available from the National Flood Insurance Program. This coverage shall be provided on a primary basis.
- (C) Windstorm insurance, unless included as a covered peril in the property insurance, in an amount not less than one hundred percent (100%) of the total replacement cost of the building, betterments and improvements, including, but not limited to, those improvements made by or on behalf of Lessee as well as Lessee's contents, located on the Premises, or the maximum amount available under the Florida Windstorm Underwriting Association. This coverage shall be provided on a primary basis.

13.08 Additional Insured Endorsement. Lessee shall endorse Authority as an "Additional Insured" on each liability insurance policy required to be maintained by Lessee, except for Worker's Compensation and Commercial Auto Liability policies. The CG 2011 Additional Insured - Managers or Lessors of Premises or its equivalent, shall be an endorsement to the Commercial General Liability policy. Other policies, when required, shall provide a standard "Additional Insured" endorsement offered by the insurer. The "Additional Insured" endorsements shall provide coverage on a primary basis. "Additional Insured" endorsements shall read "Sarasota Manatee Airport Authority Board, a Political Subdivision of the State of Florida, its Officers, Employees, Agents and Volunteers, c/o Sarasota Manatee Airport Authority, 6000 Airport Circle, Sarasota, Florida 34243".

13.09 Loss Payee Endorsement. Lessee shall endorse Authority as a "Loss Payee" on the Property, Flood, and Windstorm insurance policies. "Loss Payee" endorsements shall provide coverage on a primary basis and shall read "Sarasota Manatee Airport Authority Board, c/o Sarasota Manatee Airport Authority, a Political Subdivision of the State of Florida, its Officers, Employees, Agents and Volunteers, c/o 6000 Airport Circle, Sarasota, Florida 34243".

13.10 Certificate of Insurance. Prior to the Commencement Date, Lessee shall provide Authority with a certificate of insurance, or certificates of insurance, evidencing limits, coverages and endorsements required herein. All certificates of insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. In the event coverage is cancelled or is not renewed during the Term or any extension thereof, Lessee shall provide Authority a new certificate of insurance or certificates of insurance evidencing replacement coverage no later than thirty (30) days prior to the expiration or cancellation of the coverage. The certificate holder's name and address shall read "Sarasota Manatee Airport Authority Board, a Political Subdivision of the State of Florida, its Officers, Employees, Agents and Volunteers, c/o Sarasota Manatee Airport Authority, 6000 Airport Circle, Sarasota, Florida 34243.



13.11 Waiver of Subrogation. By entering into this Lease, Lessee agrees to a Waiver of Subrogation for each policy required to be maintained or maintained by Lessee pursuant to or in connection with this Lease. When required by the insurer or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, Lessee shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, a condition to which the policy specifically prohibits such an endorsement, or voids coverage should Lessee enter into such an agreement on a pre-loss basis.

13.12 Premiums and Proceeds. Lessee shall not keep, use, sell or offer for sale in or upon the Premises any article which may be prohibited by any, condition, provision, or limitation of the property, flood, or wind insurance policies. Lessee shall be responsible for all premiums, including increases, for property, flood, and wind insurance policies. Subject to the terms of any Leasehold Mortgage or financing arrangement entered by Lessee, Lessee agrees that all property, flood, and windstorm insurance proceeds shall be made available for use to promptly replace, repair, or rebuild the building, betterments and improvements, including, but not limited to, those Improvements made by or behalf of Lessee.

13.13 Deductibles, Coinsurance and Self-Insured Retention. Lessee shall be fully and solely responsible for any deductible, coinsurance penalty, or self-insured retention; including any losses, damages, or expenses not covered due to an exhaustion of limits or failure to comply with the policy.

13.14 Right to Review or Adjust Insurance. The Authority may review, modify, reject, or accept any required policies of insurance, including, but not limited to, limits, coverages, or endorsements, required by this Article 13 from time to time throughout the Term and any extension thereof. Authority may also reject any insurer or self-insurance plan providing coverage because of poor financial condition or failure to operate legally. In such event, Authority shall provide Lessee a written notice of rejection, and Lessee shall comply within thirty (30) days of receipt of the notice.

13.15 No Representation of Coverage Adequacy. Lessee acknowledges the limits, coverages and endorsements required by this Article 13 are intended to minimize liability for Authority. Lessee agrees that it will not rely upon the requirements of this Article 13 when assessing the extent or determining appropriate types or limits of insurance coverage to protect Lessee against any loss exposures, whether because of this Lease or otherwise.

#### Article 14 – Damage, Destruction or Condemnation of the Premises

14.01 Removal of Debris. If the Premises, or any portion thereof, are damaged by fire, the elements or other casualty, Lessee shall promptly remove all debris resulting from such damage from the Premises and shall promptly take such actions and cause such repairs to be made to the Premises as will place the Premises in a neat and orderly condition and as are necessary for the safety of Persons entering upon the Premises. If Lessee fails to promptly comply with the provisions of this Article 14, Authority may take such measures as it deems necessary to render the Premises in a neat, orderly, and safe condition. Lessee agrees that Lessee shall fully assume and be liable to Authority for payment of any costs incurred by Authority, plus a fifteen percent (15%) administrative overhead fee, which costs and administrative overhead fee, shall be due and payable to Authority within thirty (30) days from the date of written notice provided by Authority.



14.02 Lessee's Obligations. Lessee assumes full responsibility for the condition of the Premises and the character, acts and conduct of all Persons admitted to the Premises by or with the actual or constructive consent of Lessee or with the consent of any person acting for or on behalf of Lessee. If the Premises, or any portion thereof, is damaged in any way whatsoever, whether by an act of God or by the act, default or negligence of Lessee, or a Lessee Party or any other Person other than the Authority, Lessee shall at its sole cost and expense restore the Premises to the condition existing prior to such damage. Lessee shall commence restoration within sixty (60) days and shall diligently pursue such restoration to completion in accordance with the construction requirements set forth in Article 8; provided, that if the nature of the damage is such that more than sixty (60) days are reasonably required to commence, Lessee shall commence restoration as soon as reasonably practicable under the circumstances taking into consideration the extent of the damage. All repairs and restoration shall be made by Lessee at Lessee's sole cost and expense, in accordance with the construction requirements contained herein. If Lessee fails to restore the Premises as required by this Article 14.02, Authority shall have the right, but not the obligation, to enter the Premises and perform the necessary restoration. Lessee agrees that Lessee shall fully assume and be liable to Authority for payment of the reasonable costs of restoration plus a fifteen percent (15%) administrative overhead fee, which costs and administrative overhead fee, shall be due and payable to Authority within thirty (30) days from the date of the written notice provided by Authority.

14.03 Insurance Proceeds. Except as otherwise provided for herein, upon receipt by Lessee of the proceeds of any insurance policy or policies required hereunder, the proceeds shall be deposited in an escrow account approved by Authority to be available to pay for the cost of any required repair, replacement, or rebuilding. The proceeds shall be disbursed during construction to pay the cost of such work. If the amount of the insurance proceeds is insufficient to pay the costs of the required repair, replacement or rebuilding of damaged buildings or improvements, including the Required Improvements, Lessee shall pay any additional sums required to complete the required repair, replacement or rebuilding into the escrow account. If the amount of the insurance proceeds is more than the costs of the required repair, replacement or rebuilding, the excess amount shall be remitted to Lessee.

14.04 Condemnation. If the whole or any material portion of the Leased Premises is acquired by a condemning authority other than Authority, either by sale in lieu of condemnation or by the exercise of the power of eminent domain rendering use of the remaining Leased Premises commercially infeasible, then in and as a direct result of that event, this Lease will terminate from the date of sale or title vesting, and Lessee will have no claim whatsoever, including claims of apportionment, as against Authority either for the value of any unexpired term of this Lease or for the value of leasehold improvements. However, nothing in this provision will limit or destroy any right of Lessee to separately assert all claims to which Lessee would be legally entitled against the condemning authority including without limitation the value of the unexpired term of this Lease and/or the leasehold improvements, moving costs or business losses solely against the condemning authority where statutes or other applicable law apply. To the extent the Authority is the condemning authority hereunder, nothing herein shall waive, limit or modify Lessee's right to assert all claims to which Lessee would otherwise be legally entitled against the Authority.

If a portion of the Leased Premises is acquired by a condemning authority other than the Authority, either by sale in lieu of condemnation or by the exercise of the power of eminent domain rendering use of the remaining Premises commercially feasible, then in and as a direct result of that event, this Lease will terminate from the date of sale or title vesting as to the portion so condemned only, with the Rents reduced by the proportionate reduction in square footage, and Lessee will have no claim whatsoever, including claims of apportionment, against Authority either for the value of any unexpired



term of this Lease or for the value of leasehold improvements taken. However, nothing in this provision will limit or destroy any right of Lessee to separately assert all claims to which Lessee would be legally entitled against the condemning authority including without limitation the value of the unexpired term of this Lease and/or leasehold improvements, moving costs or business loss solely against the condemning authority where statutes or other applicable law apply. To the extent the Authority is the condemning authority hereunder, nothing herein shall waive, limit or modify Lessee's right to assert all claims to which Lessee would otherwise be legally entitled against the Authority.

**Article 15 – Rights of Leasehold Mortgagees**

15.01 Right to Mortgage. Lessee may encumber its leasehold estate by granting a mortgage or other similar instrument creating a mortgage lien against the Lessee's leasehold interest. Any such instrument which creates a first mortgage lien is hereinafter referred to as "Leasehold Mortgage", and the holder thereof is referred to as "Leasehold Mortgagee") during the Term and any extension thereof; provided that, Authority shall not be obligated to, nor deemed to have subjected or subordinated Authority's fee simple interest in the Premises to any Leasehold Mortgage, nor subordinated the Authority's interest in this Lease to such Leasehold Mortgage. Authority's interests in the fee and in this Lease are and shall always remain superior and prior in right to any Leasehold Mortgage.

15.02 Notice of Default, Default. A Leasehold Mortgagee may provide written notice of its Leasehold Mortgage in the same manner and at the same address as required by this Lease for notices delivered to Authority, together with the name and address of the Leasehold Mortgagee. In the event such notice is delivered to Authority, Authority upon serving Lessee with any notice of default under this Lease, shall also serve a copy of that notice of default upon the Leasehold Mortgagee in the same manner as required by this Lease for notices delivered to Lessee. The delivery shall be made at the address the Leasehold Mortgagee shall have designated in writing to Authority.

In case Lessee shall default under any of the provisions of this Lease, the Leasehold Mortgagee shall have the right to cure such default, within the time periods set forth for Lessee above, whether same consists of the failure to pay Rent or Improvement Rent, or the failure to perform any other matter or thing which Lessee is required to do or perform and Authority shall accept such performance on the part of the Leasehold Mortgagee as though the same had been done or performed by Lessee subject to Authority's rights to damages, restitution, or other legal or equitable monetary remedies related directly to the default(s) at issue. The Leasehold Mortgagee, upon receiving such notice, shall have, in addition to any time to cure a default (a "Cure Period") extended to Lessee under the terms of this Lease, a period of an additional fifteen (15) days within which to cure the default or cause same to be cured or to commence to cure such default with diligence and continuity, notwithstanding the foregoing:

- (A) Where a provision of this Lease provides less than a thirty (30) day Cure Period, the Leasehold Mortgagee shall also have an additional fifteen (15) days Cure Period following the Lessee's Cure Period; or
- (B) Where a provision of this Lease expressly provides that Lessee has no opportunity to cure, the Leasehold Mortgagee shall have no Cure Period.

In case Lessee shall default under any of the provisions of this Lease, the Leasehold Mortgagee shall have the right to cure such default, within the time periods set forth above, whether same consists

of the failure to pay Rent or Improvement Rent, or the failure to perform any other matter or thing which Lessee is required to do or perform and Authority shall accept such performance on the part of the Leasehold Mortgagee as though the same had been done or performed by Lessee.

15.03 Cure of Default or Termination. Authority will take no action to affect a termination of the Lease until such time as the Cure Period provided herein has expired and the defaults remain uncured. During the Cure Period, the Leasehold Mortgagee shall be entitled to: 1) obtain possession of the Premises (including possession by a receiver) and cure such default in the case of a default which is susceptible of being cured when the Leasehold Mortgagee has obtained possession; or 2) institute foreclosure proceedings or otherwise acquire Lessee's interest under this Lease with diligence and continuity and thereafter proceed to cure such default; provided, however, that the Leasehold Mortgagee shall not be required to continue such possession or continue such foreclosure proceedings if the default which would have been the reason for Authority serving such notice of default shall be cured, and provided further, that nothing in this paragraph shall preclude Authority from exercising any other rights or remedies under this Lease with respect to the default.

15.04 Foreclosure. The Leasehold Mortgagee may become the legal owner and holder of this Lease by foreclosure of its Leasehold Mortgage or as a result of the assignment of this Lease in lieu of foreclosure, subject to Authority's written consent, which shall not be unreasonably withheld, and effective upon such assignment whereupon such Leasehold Mortgagee or assignee shall become and remain liable under this Lease as provided in this paragraph, except that such Leasehold Mortgagee may assign this Lease with Authority's consent, which shall not be unreasonably withheld, and effective upon such assignment, the new lessee shall become and remain liable to Authority under this Lease, and the Leasehold Mortgagee shall no longer be liable to Authority. If a Leasehold Mortgagee shall become the owner or holder of Lessee's interest in this Lease by foreclosure of its Leasehold Mortgage or by assignment of this Lease in lieu of foreclosure, the term "Lessee" as used in this Lease, shall include the owner or holder of Lessee's interest in the event of a sale, assignment, or other disposition of Lessee's interest in this Lease by the Leasehold Mortgagee.

Reference in this Lease to acquisition of Lessee's interest in this Lease by the Leasehold Mortgagee shall be deemed to include, where circumstances require, to acquisition of Lessee's interest in this Lease by any purchaser at a sale on foreclosure of the Leasehold Mortgage and provisions applicable to the Leasehold Mortgagee in such instance or instances shall also be applicable to any such purchaser. Leasehold Mortgagee's acquisition of Lessee's interest in this Lease and any assignment of the acquired interest by the Leasehold Mortgagee shall not be deemed a novation of Lessee's obligations under this Lease. Authority does not authorize any novation of Lessee's obligations under this Lease.

15.05 Prohibition on Fee Simple Transfer. So long as Lessee's interest in this Lease shall be mortgaged to a Leasehold Mortgagee, the parties agree, for the benefit of such Leasehold Mortgagee, that Authority shall not sell, grant or convey to Lessee all or any portion of Authority's fee simple title to the Premises without the prior written consent of such Leasehold Mortgagee (which consent shall not be unreasonably withheld, conditioned, or delayed, provided the parties agree in writing that such sale, grant, or conveyance shall not result in a merger of this Lease into fee simple title to the Premises). In the event of any such sale, grant, or conveyance by Authority to Lessee, Authority and Lessee agree that no such sale, grant or conveyance shall create a merger of this Lease into a fee simple title to the Premises. This paragraph shall not be construed to prevent any, or to require any consent of any leasehold



mortgagee or Lessee to any, sale, grant, or conveyance of Authority's fee simple title by Authority to any person, firm, or corporation other than Lessee, its successors, legal representatives, and assigns.

15.06 Leasehold Mortgagee. Reference in this Lease to a Leasehold Mortgagee shall be deemed to refer where circumstances require, to any assignee of a Leasehold Mortgagee; provided that such assignee shall forward to Authority, pursuant to paragraph 15.02 a duplicate original of the assignment of the Leasehold Mortgage in a form proper for recording or a copy of such assignment, as recorded in the Public Records, together with a written notice setting forth the name and address of the assignee and, to the extent available, the name, telephone number, facsimile number and email address of a representative of the assignee to whom notices may be sent.

15.07 Subordination. Any leasehold mortgage shall be specifically subject and subordinate to Authority's rights under this Lease and Authority's fee simple interest in the Premises. Despite any provision which is or may appear to the contrary in this Lease, under no circumstances whatsoever shall the fee simple title interest of Authority in the Premises, or any portion of same, be subordinated to the leasehold mortgage or encumbered by the leasehold mortgage.

15.08 Assignees. Notwithstanding anything herein to the contrary, after a default by Lessee whereby any Leasehold Mortgagee shall acquire any rights and/or obligations under this Lease, including as a result of bidding or lack thereof at auction after foreclosure, (this also includes any rights/obligations a Leasehold Mortgagee shall acquire under any other lease of Lessee at the Airport, as a result of cross-default provisions), and thereafter the Leasehold Mortgagee or referee at sale proposes to assign, sell, rent, or otherwise transfer any interests, rights, and obligations to a special purpose entity and/or third party, or allow use of the property under this Lease (or any other property under any other lease at the Airport that Lessee is a party to as a result of cross-default provisions) by a special purpose entity and/or third party, any such assignment, sale, transfer, or use of the property under this Lease (or any other property under any other lease at the Airport that Lessee is a party to as a result of cross-default provisions) by a special purpose entity and/or third party is contingent upon Authority confirming to its reasonable satisfaction that the special purpose entity and/or third party has the financial and operational capabilities sufficient for the proper conduct of a fixed base operator as those capabilities are defined in this Lease and the Minimum Standards for Aeronautical Activities, as may be amended from time-to-time by Authority applicable to the Airport. Authority may also submit nominees to the Leasehold Mortgagee, and the Leasehold Mortgagee shall negotiate in good faith and act with such nominees to determine whether any such nominee meets the Leasehold Mortgagee's qualifications.

15.09 Estoppel Certificates. Each party agrees, at any time and from time to time upon not less than twenty (20) days prior written notice by the other party, to execute, acknowledge and deliver to the other party a statement in writing certifying: (a) whether this Lease is in full force and effect, and if it is alleged that this Lease is not in full force and effect, setting forth the nature thereof in reasonable detail; (b) whether this Lease has been supplemented or amended, specifying the manner in which it has been supplemented or amended; (c) the date to which all rental payments have been made; (d) the commencement and expiration date of this Lease; and (e) whether or not, to the best of the knowledge of the signer of such statement, the other party is in default or may be with notice or the passage of time, or both, in keeping, observing or performing any term, covenant, agreement, provision, condition or limitation contained in this Lease and if in default, specifying each such default, it being intended that any such statement delivered pursuant to this Article 15.09 may be relied upon by the other party, any prospective assignee of the other party's interest in this Lease or any Leasehold Mortgagee, but reliance



on such certificate may not extend to any default as to which the signer shall not have had actual knowledge.

**Article 16 – Title to Improvements**

16.01 Title to Improvements. Lessee shall be deemed to be the owner of the Improvements and all other improvements or alterations constructed by Lessee upon the Premises during the Initial Term. Upon expiration of the Initial Term or the earlier termination of this Lease as provided herein, the Improvements and all other improvements and alterations constructed or placed upon the Premises by Lessee except for any Fuel System, title to which has not previously vested in Authority hereunder, shall become the absolute property of Authority, and Authority shall have every right, title, and interest therein, free and clear of any liens, mortgages, and other encumbrances. Upon the request of Authority, Lessee shall provide Authority with a bill of sale or other evidence of the transfer of ownership of the Improvements and all other improvements and alterations together with evidence satisfactory to Authority that the Improvements and all other improvements and alterations are free from liens, mortgages, and other encumbrances.

16.02 Fuel System. Lessee shall be fully and always responsible for the ownership, permitting, maintenance, insurance, and liability of all components of any Fuel System constructed or installed by Lessee upon the Premises during the Term of this Lease ("Fuel System"). Upon expiration or earlier termination of this Lease, Authority may, at Authority's sole option, require that (a) Lessee assign all right, title and interest to Authority or, at Authority's option, to a successor lessee or assignee, and thereafter the Fuel System shall become the absolute property of Authority, or successor lessee or assignee, who shall have every right, title, and interest therein; or (b) remove all or any portion of the Fuel System at the Lessee's sole cost. Upon the request of Authority, Lessee shall provide Authority with a bill of sale or other evidence of the transfer of ownership of the Fuel System together with evidence satisfactory to Authority, or the successor lessee or assignee, that the Fuel System is free from liens, mortgages, and other encumbrances. In the event Authority requires assignment of rights, title, and interest in the Fuel System to a third party, Lessee hereby reserves the right to require reasonable indemnification from such third party as to all faults, without recourse and without any representation or warranty, expressed or implied, as to merchantability, condition or fitness or compliance with governmental requirements. In the event of removal, partial removal, or modification of the Fuel System, Lessee shall provide a detailed closure report signed and sealed by a professional geologist or other environmental assessment prepared by an independent environmental consultant acceptable to Authority and certified to the Authority, detailing the total scope of work completed and any associated environmental findings. In no event shall underground storage tanks be permitted without express written authorization of the Authority.

16.03 Removal of Improvements. Notwithstanding any provision of this Lease to the contrary, Lessee may be required to remove the Improvements, or any other improvements or alterations constructed or installed by Lessee during the Term of this Lease upon the expiration or earlier termination of this Lease, including the Fuel System as set forth in Article 16.02 above.

16.04 Survival of Article. The provisions of Article 16 shall survive expiration or earlier termination of this Lease.



**Article 17 - Expiration, Default, Remedies and Termination**

17.01 Expiration. This Lease shall automatically terminate at the end of the Initial Term, unless renewed in accordance with Article 3.03. In the event this Lease is renewed, this Lease shall automatically terminate at the end of the applicable Renewal Term.

17.02 Default. The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Lessee or Authority:

- (A) The failure of Lessee to construct Lessee's Improvements in accordance with the terms, covenants, and conditions of this Lease. Notwithstanding, if the nature of Lessee's breach in this regard is such that more than thirty (30) days after written notice from Authority to Lessee is required to complete performance, then Lessee shall not be in default if Lessee commences performance within such thirty (30) day period and continues thereafter without interruption to diligently prosecute an absolute cure to completion. This provisional extension of time to cure shall not apply to any other event or form of breach by Lessee.
- (B) The abandonment (as defined under applicable Florida law) of the Premises by Lessee.
- (C) The failure by Lessee to make payment of rent or any other payment required to be made by Lessee hereunder as and when due, where such failure shall continue for a period of ten (10) days after written notice from Authority that such payment is due.
- (D) The failure by Lessee to maintain in full force and effect, the insurance limits, coverages, and endorsements required by this Lease.
- (E) The failure by Lessee to observe or perform any other covenants, conditions, or provisions of this Lease to be observed or performed by Lessee, for a period of thirty (30) days after written notice thereof from Authority.
- (F) To the extent permitted by law: (a) the making by Lessee or any guarantor thereof of any general assignment, or general arrangement for the benefit of creditors; (b) the filing by or against Lessee of a petition to have Lessee adjudged bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Lessee, the same is dismissed within ninety (90) days); (c) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within ninety (90) days; or (d) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged in ninety (90) days.
- (G) A material default by Lessee of any other agreement, permit, or lease between Authority and Lessee, which default has not been cured within the applicable cure period provided in such agreement, permit, or lease.





In the event of a default by Lessee that remains uncured after the applicable cure period, Authority shall have the right to pursue any remedy now or hereafter available to Authority under the laws of the state of Florida, including, but not limited to, the right to terminate this Lease.

17.03 Remedies. Pursuant to Article 17.02, in the event of any material default or breach by Lessee, Authority may at any time thereafter, with notice or demand and without limiting any other right or remedy which Authority may have under the law by reason of such default or breach, elect to exercise any one of the following remedies while concurrently taking all reasonable steps to mitigate all its damages:

- (A) Declare the entire rent for the balance of the Initial Term, Renewal Term, or any part thereof due and payable while subtracting any rent that it has received or will receive through another Lessee on the same Premises forthwith.
- (B) Terminate Lessee's right to possession of the Premises by any lawful means and reenter and retake possession of the Premises for the account of Lessee, in which case the rent and other sums hereunder shall be accelerated and due in full and Lessee shall be liable for the difference between the rent which is stipulated to be paid hereunder plus other sums as described herein and what Authority is able to recover from its good faith efforts to relet the Premises, which deficiency shall be paid by Lessee. Upon such reletting, all rentals received by Authority shall be applied, first to the payment of any indebtedness other than rent due hereunder from Lessee; second, to the payment of any reasonable costs and expenses of such reletting, which shall include all damages incurred by Authority due to Lessee's default including, but not limited to, the reasonable cost of recovering possession of the Premises including reasonable attorneys' fees, and reasonable real estate commissions paid by Authority relating to the unexpired Term of this Lease; third, to the payment of rent due and unpaid hereunder; and the residue, if any, shall be paid to Lessee.
- (C) Treat this Lease as terminated and re-enter and re-take possession of the Premises for the account of Authority, thereby terminating any further liability under this Lease on the part of Lessee and Authority. Notwithstanding the foregoing, Authority shall have a cause of action to recover any rent remaining unpaid when Authority retakes possession of the Premises for the account of Authority.
- (D) Pursue any other remedy now or hereinafter available to Lessee under the laws of the State of Florida.

Notwithstanding any provision of this Lease to the contrary, Authority shall have the right to bring an action for its damages upon the occurrence of a default by Lessee and Authority reserves all rights which laws of the State of Florida confer upon a landlord against a Lessee in default. In the event legal action is required hereunder to enforce the rights of the parties pursuant to this Lease the prevailing party in such action shall be entitled to recover costs and attorney's fees, including appellate fees.

17.04 Default by Authority. Authority shall not be in default unless Authority fails to perform obligations imposed upon Authority hereunder within thirty (30) days after written notice by Lessee to Authority, specifying wherein Authority has failed to perform such obligations; provided, that if the nature

of Authority's obligations is such that more than thirty (30) days are required for performance then Authority shall not be in default if Authority commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion.

17.05 Surrender of Premises. Lessee expressly agrees that it shall immediately surrender the Premises to Authority in working order, good condition, and in compliance with all then applicable laws, rules, and regulations, upon expiration or termination of this Lease, depreciation, and wear from ordinary use for the purpose for which the Premises were leased being excepted. In the event Lessee shall holdover, refuse, or fail to give up the possession of the Premises at the termination of this Lease, Lessee shall be liable to Authority for all damages, and in addition thereto, Lessee shall also be strictly liable to pay to Authority during the entire time of such holdover, double rental, as provided for in Article 83.06, Florida Statutes. Lessee shall remove all its personal property from the Premises prior to the expiration or earlier termination of this Lease. Any personal property of Lessee not removed by Lessee shall become the property of Authority.

#### **Article 18 - Assignment, Transfer and Subletting**

Lessee shall not assign or sublet this Lease either in whole or in part, without prior written consent of Authority which consent shall not be unreasonably withheld. No request for, or consent to, such assignment shall be considered unless Lessee shall have paid all rentals, fees, and charges which have accrued in favor of Authority and Lessee shall have otherwise met all other legal obligations to be performed, kept, and observed by it under the terms and conditions of this Lease or as this Lease may be subsequently amended or modified. Authority reserves the right to investigate the financial capacity of the proposed assignee prior to making its decision.

No capital stock of any Lessee and no partnership or membership interest of any partnership or limited liability entity can be assigned, sold, or transferred without Authority's consent, which shall not unreasonably be withheld. The parties acknowledge however that notwithstanding the foregoing, Lessee may freely assign less than a controlling interest to a related corporate entity (defined as sharing some commonality of direct or indirect ownership interest with Lessee) and/or for estate planning purposes. Notwithstanding the foregoing, Lessee may sublease to an entity or entities for storage of privately owned aircraft non-commercially operated under Part 91 of the Federal Aviation Regulations without the Authority's advance consent if said sublease is substantially in agreement with a form sublease pre-approved by the Authority to be used by Lessee for subleases and the use of the sublessee does not cause a breach and/or violation of any applicable rule, regulation and/or law, including without limitation those promulgated enforced by the Federal Aviation Administration.

#### **Article 19 - Indemnification**

Lessee shall protect, defend, reimburse, indemnify and hold Authority and its elected officers, employees and agents and each of them free and harmless at all times from and against any and all liability, losses, expenses, costs, suits, claims, judgments, fines and damages (including reasonable attorney fees at trial and appellate levels) and causes of action of every kind and character (hereinafter collectively referred to as, "Damages"), or in which Authority is named or joined, arising out of Lessee's or a Lessee Party's use or occupancy of the Premises or Airport by Lessee or a Lessee Party, including, but not limited to, those arising by reason of any damage to property or the environment, or bodily injury (including death) incurred or sustained by any party hereto, any agent or employee of any party hereto,



and any third party or other Person whomsoever, or any governmental agency, arising out of or incident to or in connection with the condition of the Premises caused by Lessee, Lessee's or a Lessee Party's acts, omissions or operations at the Airport, or the performance, non-performance or purported performance of Lessee or any breach by Lessee or an Lessee Party of the terms of this Lease Lessee recognizes the broad nature of this indemnification and hold-harmless clause and acknowledges that Authority would not enter into this Lease without the inclusion of such clause, and voluntarily make this covenant and expressly acknowledges the receipt of Ten Dollars (\$10.00) and such other good and valuable consideration provided by Authority in support of this indemnification in accordance with the laws of the State of Florida. The obligations arising under this Article 19 shall survive the expiration or termination of this Lease.

**Article 20 – Signage Outside of Premises**

No signs, posters, or similar devices shall be erected, displayed, or maintained by Lessee outside the Premises on other areas of the Airport or on the Premises that are visible in any way off the Premises without the written consent of Authority, which consent may be granted or withheld in Authority's sole and absolute discretion. All signs not approved by Authority shall be promptly removed at the sole cost and expense of Lessee upon written demand therefore by Authority.

**Article 21 - Laws, Regulations and Permits**

21.01 General. Lessee agrees that throughout the Term and any extension thereof, Lessee shall always remain in compliance with all applicable federal, state, and local laws, statutes, regulations, rules, rulings, orders, ordinances and directives of any kind or nature, as now or hereafter amended or promulgated, including, but not limited to, FAA Advisory Circulars, Orders and Directives, and the Airport Rules and Regulations.

21.02 Permits and Licenses. Lessee agrees that it shall, at its sole cost and expense, obtain, comply with, and maintain current any and all permits, licenses and other governmental authorizations required for its operations and activities on the Premises. Upon the written request of Authority, Lessee shall provide Authority with copies of all permits and licenses requested by Authority pursuant to this Article 21.02.

21.03 Air and Safety Regulation. Lessee shall conduct its operations and activities under this Lease in a safe manner and shall comply with all safety regulations and standards imposed by applicable federal, state, and local laws and regulations and shall require the observance thereof by Lessee Parties and all other Persons transacting business with or for Lessee resulting from, or in any way related to, the conduct of Lessee's business on the Premises. Lessee shall procure and maintain such fire prevention and extinguishing devices as required by Authority and by law and shall always be familiar and comply with the fire regulations and orders of Authority. Lessee agrees that neither Lessee, nor its employees or contractors or any person working for or on behalf of Lessee, shall require any personnel engaged in the performance of Lessee's operations to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health or safety, as determined by standards adopted pursuant to the Occupational Safety and Health Act of 1970, as now or hereafter amended, as well as all applicable State and local laws, regulations, and orders relative to occupational safety and health.

21.04 Environmental and Natural Resource Laws, Regulations and Permits.

- (A) Notwithstanding any other provision of the Lease to the contrary, Lessee hereby expressly covenants, warrants, guarantees and represents to Authority, upon which Authority expressly relies, that Lessee is knowledgeable of, and shall comply with, all Environmental Laws applicable to Lessee and its operations hereunder.
- (B) Lessee acknowledges and understands that its operations performed pursuant to this Lease may involve the generation, processing, handling, storing, transporting and disposal of Hazardous Substances, which are, or may be, subject to regulation under applicable Environmental Laws. Lessee further expressly covenants, warrants, guarantees, and represents that it is fully qualified to handle and to arrange disposal of all such Hazardous Substances, in a manner which is both safe and in full compliance with all applicable Environmental Laws.
- (C) Lessee hereby expressly assumes and accepts full responsibility and liability for compliance with all such applicable Environmental Laws in the handling and disposal of any and all Hazardous Substances resulting from or arising out of Lessee's operations conducted on the Premises, and Lessee shall, prior to commencement of any such operations pursuant to this Lease, secure any and all permits, and properly make all necessary notifications as may be required by any and all governmental agencies having jurisdiction over parties or the subject matter thereof. Lessee further represents, warrants, guarantees and covenants to Authority, upon which Authority hereby expressly relies, that Lessee, its employees, agents, contractors, and those Persons that are required to be so trained working for, or on behalf of, Lessee have been, or will be prior to commencement of operations on the Premises, fully and properly trained in the handling of all such Hazardous Substances, and that such training, at a minimum, complies with any and all applicable Environmental Laws.
- (D) Lessee shall provide to Authority satisfactory documentary evidence of all such requisite legal permits and notifications, as hereinabove required and as may be further required, upon request, from time to time by Authority.
- (E) If Lessee is deemed to be a generator of hazardous waste, as defined by applicable Environmental Laws:
  - (1) Lessee shall obtain an EPA identification number and shall comply with all requirements imposed upon a generator of hazardous waste, including, but not limited to, ensuring that the appropriate transportation and disposal of such materials are conducted in compliance with Environmental Laws.
  - (2) Lessee shall maintain an accurate inventory list (including quantities) of all such hazardous waste, whether stored, disposed of, or recycled, or, in the alternative, copies of hazardous waste manifests, available always for inspection upon reasonable advance notice at any time on the Premises by Authority.
  - (3) Lessee shall notify the Authority, and such other appropriate agencies as Authority

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may from time to time designate, of all hazardous waste activities occurring at the Premises so that it shall be included as a Authority Generator of such waste.

- (4) Lessee shall provide to the Authority, and to all appropriate governmental entities having jurisdiction thereover, the name and telephone number of Lessee's emergency coordinator in case of any spill, leak, or other emergency involving hazardous, toxic, flammable, and/or other pollutant/contaminated materials.
- (F) Lessee shall be strictly liable for, and hereby expressly assumes all responsibility for all citations, fines, environmental controls and monitoring, clean-up and disposal, restoration and corrective measures resulting from or in any way connected with the improper use, handling, storage, and/or disposal of Hazardous Substances by the Lessee Parties on or from the Premises. All such remedies of Authority about environmental requirements as set forth herein shall be deemed cumulative in nature and shall survive expiration or termination of this Lease.
- (G) Lessee agrees to protect, defend, reimburse, indemnify, and hold Authority, its agents, employees, and elected officers harmless from and against all Damages arising from, resulting out of or in any way caused by or connected to the Lessee Parties' failure to comply with all applicable Environmental Laws. Lessee understands that this indemnification is in addition to and is a supplement of Lessee's indemnification agreement set forth in Article 19. Lessee acknowledges the broad nature of this indemnification and hold-harmless clause and that Authority would not enter this Lease without the inclusion of such clause, and voluntarily makes this covenant and expressly acknowledges the receipt of Ten Dollars (\$10.00) and such other good and valuable consideration provided by Authority in support of this indemnification in accordance with laws of the State of Florida. The obligations arising under this Article 21.04(G) shall survive the expiration or earlier termination of this Lease.

21.05 Environmental Assessment. At least thirty (30) days, but no more than ninety (90) days, prior to the expiration or earlier termination of the Lease, Lessee shall cause a Phase I environmental assessment ("Phase I ESA") of the Premises to be prepared and delivered to Authority. If the Phase I ESA indicates that there is a potential that an environmental condition may exist on the Premises, or the adjacent property based on activities that have occurred or are occurring on the Premises. Lessee shall promptly cause a Phase II environmental assessment ("Phase II ESA") of the Premises to be prepared and delivered to Authority. The Phase I ESA and Phase II ESA shall be prepared by a professional geologist or engineer licensed by the State of Florida, acceptable to Authority, and shall be prepared to meet the standards of practice of the American Society of Testing and Materials, to determine the existence and extent, if any, of Hazardous Substances on the Premises. The Phase I ESA and Phase II ESA shall state that Authority is entitled to rely on the information set forth therein. The Phase I ESA and Phase II ESA shall be prepared and delivered to Authority at Lessee's sole cost and expense. The Phase II ESA must address any potential environmental conditions or areas of contamination identified in the Phase I ESA. To the extent the environmental conditions and/or contamination identified in the environmental assessments are a result of Lessee Parties' activities or operations on the Premises, Lessee shall, at its sole cost and expense, promptly commence and diligently pursue to completion any assessment, remediation, clean-up and/or monitoring of the Premises necessary to bring the Premises into compliance with Environmental Laws. The requirements of this paragraph shall be in addition to any other provisions of

the Lease relating to the condition of the Premises and shall survive the termination or expiration of the Lease.

**Article 22 – Americans with Disabilities Act**

Lessee shall comply with the applicable requirements of the Americans with Disabilities Act and the State of Florida Accessibility Requirements Manual (“ADA”), and applicable implementing regulations, and any similar or successor laws, ordinances, rules, and regulations, including cooperation with Authority, concerning the same subject matter.

**Article 23 – Disclaimer of Liability**

AUTHORITY HEREBY DISCLAIMS, AND LESSEE HEREBY RELEASES AUTHORITY, ITS ELECTED OFFICIALS, EMPLOYEES AND AGENTS FROM ANY AND ALL LIABILITY, WHETHER IN CONTRACT OR TORT, INCLUDING STRICT LIABILITY, NEGLIGENCE AND NUISANCE, FOR ANY LOSS, DAMAGE, OR INJURY OF ANY NATURE WHATSOEVER SUSTAINED BY LESSEE PARTIES DURING THE TERM OF THIS LEASE OR ANY EXTENSION HEREOF FOR LOSS, DAMAGE OR INJURY TO THE IMPROVEMENTS OR PERSONAL PROPERTY OF LESSEE PARTIES THAT MIGHT BE LOCATED OR STORED ON THE PREMISES. FURTHERMORE, LESSEE ACKNOWLEDGES AND AGREES THAT ITS RELIANCE OR USE OF ANY INFORMATION PROVIDED BY AUTHORITY, WHETHER PREPARED OR PROVIDED BY AUTHORITY OR OTHERWISE, IN DETERMINING WHETHER TO ENTER INTO THIS LEASE WAS AT ITS SOLE RISK. UNDER NO CIRCUMSTANCE SHALL AUTHORITY BE LIABLE FOR SPECIAL OR EXEMPLARY DAMAGES OR FOR LOSS OF REVENUE OR ANTICIPATED PROFITS.

**Article 24 - Governmental Restrictions**

24.01 Federal Right to Reclaim. In the event a United States governmental agency shall demand and take over the entire facilities of the Airport or the portion thereof wherein the Premises are located, for public purposes, for a period more than ninety (90) consecutive days then this Lease shall hereupon terminate, and Authority shall be released and fully discharged from all liability hereunder. In the event of such termination, Lessee’s obligation to pay rent shall cease upon such government agency takes over, however, nothing herein shall be construed as otherwise relieving Lessee from any of its liabilities relating to events or claims of any kind whatsoever prior to this termination.

24.02 Federal Review. Lessee acknowledges this Lease may be subject to review or inspection by the FAA to determine satisfactory compliance with federal law or grant assurances and agrees that this Lease shall be in full force and effect and binding upon both parties pending such review or inspection by the FAA, if applicable; provided, however, that upon such review or inspection all parties hereto agree to modify any of the terms of this Lease which shall be determined by the FAA to be in violation of existing laws, regulations, grant assurances or other requirements.

24.03 Authority Tax Assessment Right. None of the terms, covenants and conditions of this Lease shall in any way be construed as a release or waiver on the part of Authority, as a political subdivision of the State of Florida, or any of the public officials of Authority, City of Sarasota, Sarasota County, Florida, or Manatee County, Florida, of the right to assess, levy, and collect any ad valorem, non-ad valorem, license, personal, intangible, occupation, or other tax which shall be lawfully imposed on the Premises, the business or property of Lessee.



24.04 Height Restriction. Lessee expressly agrees for itself, its successors, and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the Premises to such a height to comply with Title 14, Part 77 of the Code of Federal Regulations, as now or hereafter amended.

24.05 Right of Flight. Authority reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises together with the right to cause in said airspace such noise as may be inherent in the operations of aircraft now known or hereafter used, for navigation of or flight in the said airspace for landing on, taking off from, or operating on the Airport.

24.06 Operation of Airport. Lessee expressly agrees for itself, its sublessees, successors and assigns to prevent any use of the Premises that would interfere with or adversely affect the operation, maintenance or development of the Airport, or otherwise constitute an Airport hazard; provided that the operation of the Premises for the uses permitted under this Lease in accordance with the terms and conditions of this Lease and the Minimum Standards shall not be deemed to interfere with or adversely affect the operation, maintenance or development of the Airport or otherwise constitute an Airport hazard.

24.07 Release. Lessee acknowledges that noise and vibration are inherent to the operation of Airport and hereby releases Authority from all liability relating to the same.

24.08 Nonexclusive Rights. Notwithstanding any provision of this Lease to the contrary, Lessee understands and agrees that the rights granted under this Lease are nonexclusive, other than the exclusive right of use of the Premises, and that Authority may grant similar privileges to another Lessee or other Lessees on other parts of the Airport.

24.09 Hazardous Wildlife Attractants. Lessee acknowledges that water detention and retention areas are considered wildlife attractants and shall request the approval of Authority prior to constructing a water detention or retention area within the Premises. If approved by Authority, water detention or retention areas shall follow the siting, design, and construction requirements of the Authority. Lessee further agrees to comply with the provisions of Federal Aviation Administration Advisory Circular No. 150/5200-33B, as now or hereafter amended, as such circular is interpreted by the Authority.

24.10 Subordination to Federal Agreements. This Lease shall be subject and subordinate to all the terms and conditions of any instrument and documents under which Authority acquired the land or improvements thereon, of which the Premises are a part, and shall be given only such effect as will not conflict with nor be inconsistent with such terms and conditions. Lessee understands and agrees that this Lease shall be subordinate to the provisions of any existing or future agreement between Authority and the United States of America, or any of its agencies, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.

#### Article 25 – Non-Discrimination

25.01 Non-Discrimination in Authority Contracts. Lessee warrants and represents to Authority that all its employees are treated equally during employment without regard to race, color, national



origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information. Lessee has submitted to Authority a copy of its non-discrimination policy, which is consistent with the above, as contained in Resolution R-2014-1421, as may be amended, or in the alternative, if Lessee does not have a written non-discrimination policy, it has acknowledged through a signed statement provided to Authority affirming their non-discrimination policy conforms to R-2014-1421, as may be amended.

25.02 Federal Non-Discrimination Covenants.

- (A) Lessee, for its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:
  - (1) In the event facilities are constructed, maintained, or otherwise operated on the Premises for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, Lessee will maintain and operate such facilities and services in compliance with all requirements imposed by the nondiscrimination acts and regulations listed in the Nondiscrimination Authorities (as hereinafter defined), as may be amended, such that no person on the grounds of race, color, national origin, gender, religion, or age will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
  - (2) No person on the ground of race, color, national origin, gender, religion, or age will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of Authority property, including, but not limited to, the Premises.
  - (3) In the construction of the Required Improvements or any other improvements on, over, or under the Premises and the furnishing of services thereon, no person on the ground of race, color, national origin, gender, religion, or age will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
  - (4) Lessee will use the Premises in compliance with all other requirements imposed by or pursuant to the Nondiscrimination Authorities.
- (B) In the event of breach of any of the above nondiscrimination covenants, Authority shall have the right to terminate this Lease and to enter, re-enter, and repossess the Premises, and hold the same as if this Lease had never been made or issued. This Lease shall not be terminated pursuant to this paragraph until the procedures of 49 CFR Part 21 are followed and completed, including, the exercise or expiration of appeal rights.
- (C) For purposes of this Article 25, the term "Non-Discrimination Authorities" includes, but is not limited to, the non-discrimination statutes, regulations and authorities listed in Appendix "E" of Appendix "4" of FAA Order 1400.11, Non-discrimination in Federally Assisted Programs at the Federal Aviation Administration, as may be amended.





**Article 26 - Failure of Utility Systems**

Authority shall not be responsible or liable to Lessee for any claims for compensation or any losses, damages or injury whatsoever sustained by Lessee including, but not limited to, those resulting from failure of any water supply, heat, air conditioning, electrical current, or sewerage or drainage facility, or caused by natural physical conditions on the Premises, whether on the surface or underground, including stability, moving, shifting, settlement of ground, or displacement of materials by fire, water, windstorm, tornado, hurricane, act of God or state of war, civilian commotion or riot, or any cause beyond the control of Authority. All personal property placed on or moved on to the Premises shall be at the sole risk of Lessee and Authority shall not be liable for any loss or damage thereto, except to the extent such loss or damage was caused by the negligence of the Authority, as limited or otherwise affected by Article 768.28, Florida Statutes. Authority shall not be liable for any damage or loss of any personal property placed or moved on to the Premises.

**Article 27 - Subordination to Bond Resolution**

From time to time the Authority may participate in obtaining financing through the issuance of bonds whereby a bond resolution is adopted ("Bond Resolution.") Authority reserves the right to enter such bond financing. When this occurs, the lands of the Authority may be pledged or assigned to support the financing transaction. This Lease and all rights granted to Lessee hereunder are expressly subordinated and subject to the lien and provisions of the pledge, transfer, hypothecation or assignment made by Authority in the Bond Resolution, and Authority and Lessee agree that to the extent permitted by authorizing legislation, the holders of the Bonds or their designated representatives shall exercise any and all rights of Authority hereunder to the extent such possession, enjoyment and exercise are necessary to insure compliance by Lessee and Authority with the terms and provisions of this Lease and Bond Resolution.

**Article 28 - Waiver of Jury Trial**

The parties hereto shall, and they hereby do, waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of, or in any way connected with, this Lease, the relationship of Authority and Lessee, Lessee's use or occupancy of the Premises and/or building, and/or claim or injury or damage. In the event Authority commences any proceeding to enforce this Lease or Authority/Lessee relationship between the parties or for nonpayment of rent (of any nature whatsoever) or additional monies due Authority from Lessee under this Lease, Lessee will not interpose any counterclaim of whatever nature or description in any such proceedings. In the event Lessee must, because of applicable court rules, interpose any counterclaim or other claim against Authority in such proceedings, Authority and Lessee covenant and agree that, in addition to any other lawful remedy of Authority, upon motion of Authority, such counterclaim or other claim asserted by Lessee shall be severed out of the proceedings instituted by Authority and the proceedings instituted by Authority may proceed to final judgement in the Circuit Court of the 12th Judicial Circuit separately and apart from and without consolidation with or reference to the status of each counterclaim or any other claim asserted by Lessee.

**Article 29 - Miscellaneous**

29.01 Force Majeure. Any delay in or a failure of performance by Lessee in the performance of



its obligation under this Lease to construct the Required Improvements shall not constitute a default under this Lease to the extent that such delay or failure of performance could not be prevented by Lessee's exercise of reasonable diligence and results from: (a) acts of God, (b) fire or other casualty, (c) war, (d) public disturbance, (e) failure of the Authority, FAA or other governmental entity with oversight over the Premises to issue or deliver any permit, license or consent needed for the construction of the Required Improvements through no fault, delay, action, or inaction of Lessee, (f) and/or strikes or other labor disturbances or material/supply shortages affecting the Sarasota/Manatee area not attributable to the failure of Lessee to perform its obligations under any applicable labor contract or law and directly and adversely affecting Lessee (any, a "Force Majeure Event"). In no event shall the inability to obtain financing be deemed to be a Force Majeure Event.

29.02 Waiver. The failure of Authority to insist on a strict performance of any of the agreements, terms, covenants, and conditions hereof shall not be deemed a waiver of any rights or remedies that Authority may have for any subsequent breach, default, or non-performance, and Authority's right to insist on strict performance of this Lease shall not be affected by any previous waiver or course of dealing.

29.03 Easement. Nothing in this Lease shall impair any existing utility easements, nor impair the Authority's right of access to any existing utility lines. Authority reserves the right to grant utility easements, licenses, and rights-of way to others over, under, through, across, or on the Premises if the grant or the use of any easement, license, or right of way issued by Authority interferes with Lessee's existing operations, or any planned or ongoing construction approved by Authority as required by this Lease, or reduces the value of the Required Improvements or other improvements approved by Authority as required herein, Authority shall reimburse Lessee in a timely manner for any direct costs incurred by Lessee specifically attributable thereto, which costs shall not include any time or overhead charges attributable to Lessee. Lessee shall furnish Authority with original source documentation of said direct costs, which documentation shall be used by Authority and Lessee as the sole means to determine the amount of reimbursement due.

29.04 Independent Contractor. Lessee or any successor in interest to this Lease, is and shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions, and Authority shall in no way be responsible therefor.

29.05 Governmental Authority. Nothing in this Lease shall be construed to waive or limit the Authority's governmental authority as a body politic of the State of Florida to regulate Lessee or its operations. The Authority's obligations under this Lease are made in a proprietary capacity rather than in a governmental capacity and such agreements shall not be construed as limiting, prohibiting or eliminating the obligation of the parties to comply with all applicable rules, regulations, ordinances, statutes and laws, nor alter or impair the Authority's governmental functions, including, but not limited to, the Authority's right to lawfully exercise its regulatory authority over the development, maintenance and operation of the Premises, nor as enabling, permitting, or creating any cause of action or claim arising out of the lawful exercise of the Authority's governmental authority.

29.06 Consent and Action. Whenever this Lease calls for an approval, consent or authorization by the Authority or Authority, such approval, consent, or authorization shall be evidenced by the written approval of the President/CEO or his or her designee. In the event this Lease is silent as to the standard



for any consent, approval, determination, or similar discretionary action, the standard shall be at the reasonable discretion of Authority or Authority.

29.07 Rights Reserved to the Authority. All rights not specifically granted Lessee by this Lease are reserved to Authority.

29.08 Invalidity of Clauses. The invalidity of any portion, article, paragraph, provision, clause, or any portion thereof of this Lease shall have no effect upon the validity of any other part or portion hereof.

29.09 Governing Law. This Lease shall be governed by and in accordance with the laws of the State of Florida.

29.10 Venue. Venue in any action or proceeding in connection with this Lease shall be filed and held in a State court of competent jurisdiction located in Sarasota or Manatee County, Florida.

29.11 Notices. All notices and elections (collectively, "notices") to be given or delivered by or to any party hereunder, shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service or overnight mail, or alternatively shall be sent by United States Certified Mail, with Return Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services or overnight mail, or if mailed, upon the date which the return receipt is signed or delivery is refused, or the notice designated by the postal authorities as non-deliverable. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

<u>Authority</u>	<u>Lessee</u>
Chief Executive Officer	Chairman & Co-Founder
Sarasota Manatee Airport Authority	Elixir Aircraft
Sarasota Bradenton International Airport	Rue du Jar
6000 Airport Circle	17000 La Rochelle
Sarasota, FL, 34243	France

Any party may from time to time change the address to which notice under this Lease shall be given such party, upon ten (10) days prior written notice to the other party.

29.12 Paragraph Headings. The heading of the various Articles of this Lease, and its Table of Contents, are for convenience and ease of reference only, and shall not be construed to define, limit, augment or describe the scope, context or intent of this Lease or any part or parts of this Lease.

29.13 No Recording. Neither this Lease, nor any memorandum or short form hereof, shall be recorded in the Public Records of Authority without the Authority's consent. Notwithstanding the foregoing, the Authority hereby consents to the recording at Lessee's expense of a Memorandum of Lease in a form substantially like the one attached hereto as Exhibit C.

29.14 Binding Effect. The terms, conditions and covenants of this Lease shall inure to the benefit of and be binding upon the parties hereto and their successors, assigns and sublessees, if any. This provision shall not constitute a waiver of any conditions against assignment or subletting.

29.15 Construction. No party shall be considered the author of this Lease since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final Lease. Thus, the terms of this Lease shall not be strictly construed against one party as opposed to the other party based upon who drafted it. If any Article, paragraph, sentence, clause, or provision hereof, shall be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Lease and the same shall remain in full force and effect.

29.16 No Broker. Lessee represents and warrants that Lessee has not dealt with any real estate salesperson, agent, finder, or broker in connection with this Lease and further agrees to indemnify, defend, and hold harmless Authority from and against any claims or demands of any such salesperson, agent, finder, or broker claiming to have dealt with Lessee. The foregoing indemnification shall include all costs, expenses, and fees, including reasonable attorney's fees at trial and all appellate levels, expended, or incurred in the defense of any such claim or demand.

29.17 Public Entity Crimes. As required by Article 287.132-133, Florida Statutes, by entering into this Lease or performing any work in furtherance hereof, Lessee certifies that it, its affiliates, suppliers, subcontractors, and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Authority of Management Services within the thirty-six (36) months immediately preceding the effective date hereof.

29.18 Scrutinized Companies. As provided in Article 287.135, Florida Statutes, by entering into this Lease or performing any work in furtherance hereof, Lessee certifies that it, its affiliates, suppliers, subcontractors and consultants who perform hereunder, have not been placed on the Scrutinized Companies Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Article 215.473, Florida Statutes, or on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to Article 215.4725, Florida Statutes, or is engaged in business operations in Cuba or Syria. If Authority determines, using credible information available to the public, that a false certification has been submitted by Lessee, this Lease may be terminated and a civil penalty equal to the greater of Two Million Dollars (\$2,000,000) or twice the amount of this Lease shall be imposed, pursuant to Article 287.135, Florida Statutes.

29.19 Budgetary Funding. Any obligations of Authority that require financial funding are subject to and contingent upon annual budgetary funding and appropriations by the Sarasota Manatee Airport Authority Board.

29.20 Entirety of Agreement. The parties agree that this Lease sets forth the entire agreement between the parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Lease may be added to, modified, superseded, or otherwise altered except by written instrument executed by the parties hereto.

29.21 Incorporation by References. Exhibits attached hereto and referenced herein shall be deemed to be incorporated in this Lease by such reference.

29.22 Radon. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from Authority's public health unit.



29.23 No Third-Party Beneficiaries. No provision of this Lease is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Lease, including, but not limited to, any citizen or employees of Authority and/or Lessee.

29.24 Time of the Essence. Time is of the essence of this Lease; and in case Lessee shall fail to perform the covenants or conditions on its part to be performed at the time fixed for the performance of such respective covenants or conditions by the provisions of this Lease, Authority may declare Lessee to be in default of such Lease.

29.25 Survival. Notwithstanding any early termination of this Lease, Lessee shall remain obligated hereunder to perform any duty, covenant or obligation imposed upon Lessee hereunder arising prior to the date of such termination.

29.26 Rights Reserved. Rights not specifically granted to Lessee by this lease are expressly and independently reserved to Authority. Authority expressly reserves the right to prevent any use of the described Premises which would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute an airport hazard.

29.27 Rent a Separate Covenant. Lessee shall not for any reason withhold or reduce Lessee's required payments of rent and other charges provided in this Lease, it being expressly understood and agreed by the parties that the payment of rent and additional rent is a covenant by Lessee that is independent of the other covenants of the parties hereunder.

29.28 Corporate Tenancy. If Lessee is a corporation or other organizational entity, the undersigned officer of Lessee hereby warrants and certifies to Authority that Lessee is an entity in good standing and is authorized to do business in the State of Florida and shall provide proof of good standing to Authority. The undersigned officer of Lessee hereby further warrants and certifies to Authority that he or she, as such officer, is authorized and empowered to bind the entity to the terms of this Lease by his or her signature thereto. Authority, before it accepts and delivers this Lease, shall require Lessee to supply it with a Sworn Statement on Public Entity Crimes, attached hereto and incorporated herein as Exhibit B, and a certified copy of the entity resolution authorizing the execution of this Lease by Lessee.

(Continued on next page).



IN WITNESS WHEREOF, the Parties hereto have duly executed this Lease as of the day and year first above written.

SARASOTA MANATEE AIRPORT AUTHORITY,  
a Body Politic and Corporate Existing Under  
the Laws of the State of Florida


Approved To Form and Legal Sufficiency


\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date

ELIXIR AIRCRAFT NORTH AMERICA, INC.,  
an Aerospace and Defense Manufacturing  
Company organized and existing under the laws  
of the State of Delaware and authorized to do  
business in the State of Florida

Signed, sealed, and delivered in the presence  
of two witnesses:

  
\_\_\_\_\_  
Signature  
Arthur LEOPOLD-LEGER  
\_\_\_\_\_  
Print Name  
President of Elixir Aircraft North America  
\_\_\_\_\_  
Title  
15/09/23  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature  
CYRIL CHAMPENOIS  
\_\_\_\_\_  
Print Name  
CO-FOUNDER ELIXIR AIRCRAFT  
\_\_\_\_\_  
Title  
15/09/2023  
\_\_\_\_\_  
Date


  
\_\_\_\_\_  
Signature  
Adrien PINOT  
\_\_\_\_\_  
Print Name  
CFO Elixir Aircraft  
\_\_\_\_\_  
Title  
15/09/2023  
\_\_\_\_\_  
Date





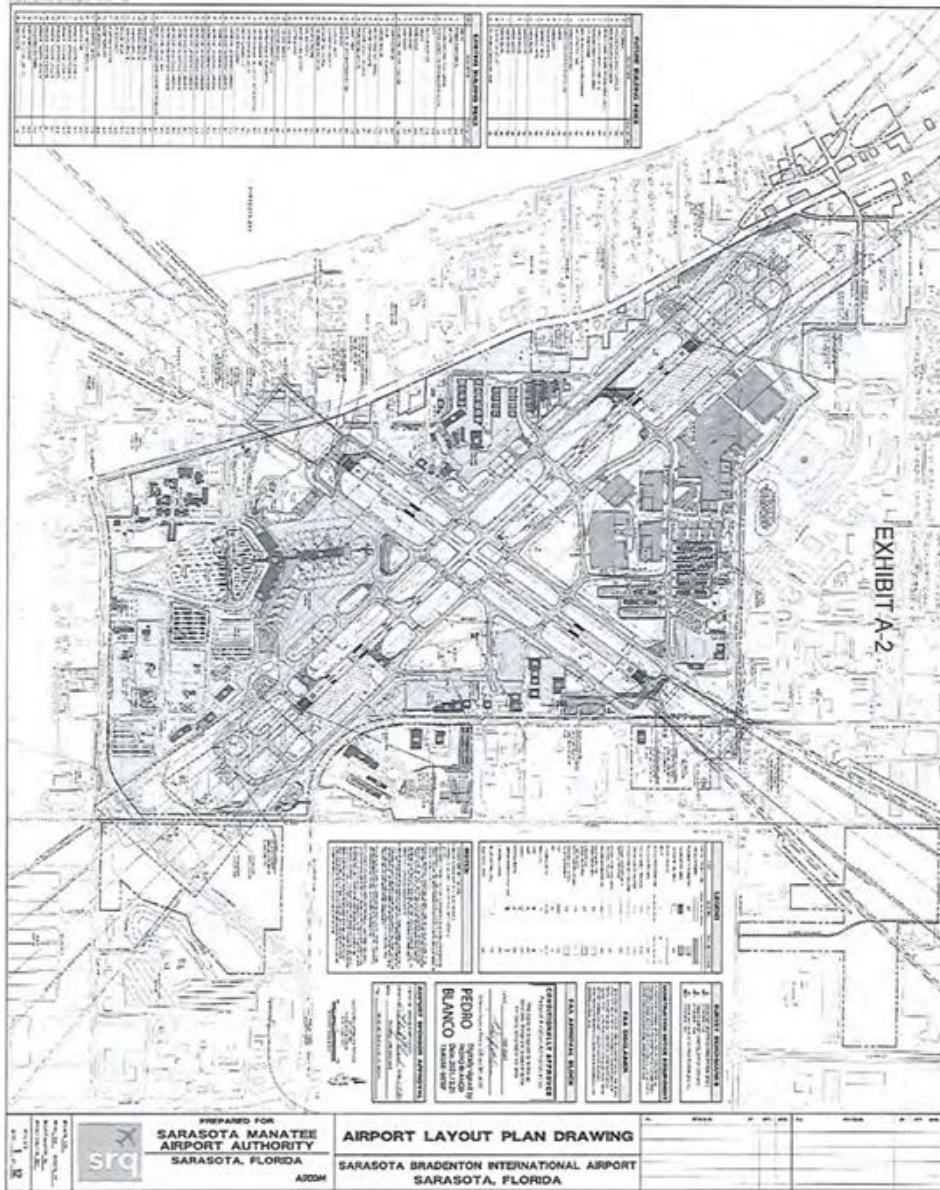
EXHIBIT A-1  
PREMISES

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A handwritten signature in blue ink, located in the bottom right corner of the page.

**EXHIBIT A-2  
NON-EXCLUSIVE OFFSITE STORMWATER DRAINAGE**



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EXHIBIT B

SWORN STATEMENT PURSUANT TO ARTICLE 287.122(3)(A) FLORIDA STATUTE, PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to SARASOTA MANATEE AIRPORT AUTHORITY

by: \_\_\_\_\_  
(print individual's name and title)

for: \_\_\_\_\_  
(print name of entity submitting sworn statement)

whose business address is: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

and, (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_  
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement) \_\_\_\_\_

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, because of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  - (1) A predecessor or successor of a person convicted of a public entity crime; or
  - (2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months is considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate by placing a check (X) in front of the appropriate statement. (Check only one statement)

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity was charged with and convicted of a public entity crime after July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity was charged with and convicted of a public entity crime after July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity was charged with and convicted of a public entity crime after July 1, 1989. However, there was a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings, and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY, AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY, PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN ARTICLE 287.017, FLORIDA STATUTES, FOR CATEGORY TWO, OF ANY CHANGE AFFECTING THE CORRECTNESS OF THE INFORMATION CONTAINED IN THIS SWORN STATEMENT.

**ELIXIR AIRCRAFT**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by \_\_\_\_\_ who is  personally known to me or  has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public

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**EXHIBIT C**  
**MEMORANDUM OF LEASE**

UPON RECORDING, RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**MEMORANDUM OF LEASE**

**STATE OF FLORIDA**  
**COUNTY OF MANATEE**

This **MEMORANDUM OF LEASE** (this "Memorandum"), dated as of the \_\_\_\_ day of \_\_\_\_\_, 2022, is made by and between the Sarasota Manatee Airport Authority, a body politic and corporate existing under the laws of the State of Florida ("Authority"), and ELIXIR AIRCRAFT, a \_\_\_\_\_ organized under the laws of \_\_\_\_\_, ("Lessee").

WITNESSETH:

The Authority as lessor and the Lessee as lessee have entered into a Lease and Operating Agreement dated the \_\_\_\_ day of \_\_\_\_\_, 2022 (the "Lease") with respect to certain real property as described therein, being a total of approximately \_\_\_\_\_ acres of land more or less, being located at Sarasota Bradenton International Airport as more fully described on Exhibit "A-1" attached hereto and by this reference made a part hereof (the "Property");

1. Said Lease sets forth the above names of the parties thereto, together with their respective addresses as set forth hereinbelow.
2. The Term of said Lease is fifteen (15) years from the Commencement Date as defined in the Lease and shall thereafter be subject to three (3) possible and conditional further extension of five (5) years each.
3. This Memorandum of Lease is automatically terminated and of no further force or effect as of the Expiration Date of this Lease.
4. The purpose of this Memorandum of Lease is to give constructive notice of the Lease and of all terms, conditions, and provisions thereof to the same extent as if said Lease was fully set forth herein.

(Continued on next page).



IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Lease to be executed as of the day and year first above written, for the purpose of providing an instrument for recording in the Manatee County, Florida Public Records.

Signed, sealed, and delivered in the presence of:

LANDLORD

ATTEST:

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

By: \_\_\_\_\_

By: \_\_\_\_\_

(SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By: \_\_\_\_\_  
General Counsel

By: \_\_\_\_\_  
President & Chief Executive Officer

NOTARIAL ACKNOWLEDGMENT AS TO AUTHORITY:

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me by means of \_\_\_\_ physical presence or \_\_ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2022 by \_\_\_\_\_ (name) as \_\_\_\_\_ (title) of Sarasota Manatee Airport Authority, a body politic and corporate existing under the laws of the State of Florida who is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

\_\_\_\_\_  
Signature - NOTARY PUBLIC  
STATE OF FLORIDA AT LARGE

\_\_\_\_\_  
(Name typed, printed, or stamped)

\_\_\_\_\_  
(Serial number, if any)

NOTARY SEAL

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LESSEE:  
ELIXIR AIRCRAFT

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of \_\_\_ physical presence or \_\_\_ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by \_\_\_\_\_ (name) as \_\_\_\_\_ (title) of ELIXIR AIRCRAFT, a \_\_\_\_\_, on behalf of the company, who is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

\_\_\_\_\_  
*Signature* - NOTARY PUBLIC  
STATE OF FLORIDA AT LARGE

\_\_\_\_\_  
(Name typed, printed, or stamped)

\_\_\_\_\_  
(Serial number, if any)

NOTARY SEAL

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## AGENDA ITEM NO. 5.9

**SARASOTA MANATEE AIRPORT AUTHORITY  
SEPTEMBER 25, 2023, REGULAR MEETING  
STAFF NARRATIVE**

**REQUEST FOR APPROVAL  
PURCHASE OF MANATEE COUNTY PARCEL NO. 6682900003**

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**EXECUTIVE SUMMARY: Request for Approval to Purchase Manatee County Parcel No. 6682900003, from JSPR Real Estate, L.L.C.**

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**NARRATIVE:** The subject property, Manatee County Parcel No. 6682900003, is located within the 65 DNL noise contour at the approach to Runway 14, at 7406 N. Tamiami Trail (the "Property"). The Property is rectangular in shape, totaling approximately 15,872 square feet or 0.36 acres, and includes approximately 123 linear feet of road frontage along N. Tamiami Trail. Improvements on the property consist of a single-tenant professional two-story office building containing a total of approximately 3,132 square feet, which was built in 1926. Ownership of the Property is vested in the name of JSPR Real Estate, L.L.C. (the "Seller").

The Property is eligible for FDOT economic development funding in an amount of fifty percent (50%) of the appraised fair market value. The Staff has ordered a fee simple fair market value (FMV) appraisal of the Property from Berman Valuation Services and is actively pursuing funding from the FDOT for amount mentioned. Staff and the Seller have negotiated a proposed purchase price in the amount of \$850,000. Funding for the Authority's share of the proposed purchase price is currently available from the Authority's reserves.

The Seller has executed a purchase and sale agreement at the proposed purchase price of \$850,000 (the "Agreement"). The proposed Agreement includes a sixty (60) day due diligence period and is subject to the Authority's receipt of a clean environmental assessment, an accurate boundary survey, and receipt of a clear transferable title, et.al. Acquisition of the Property will provide the Authority with a contiguous parcel of land totaling 1.44 acres between the N. Tamiami Trail and Whitfield, ideal for future commercial development.

Based on the information presented, the President/Chief Executive Officer recommends approval of the proposed Agreement to acquire fee simple title of Manatee County Parcel No. 6682900003 from JSPR Real Estate, L.L.C., subject to receipt of a FMV appraisal acceptable to the Authority, at a total purchase price amount not to exceed \$850,000.

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**RECOMMENDATION: It is hereby recommended that the Sarasota Manatee Airport Authority Board authorize the President/Chief Executive Officer to execute the required closing documents to purchase fee simple title of Manatee County Parcel No. 6682900003 from JSPR Real Estate, L.L.C., subject to receipt of a FMV appraisal acceptable to the Authority, at a total purchase price amount not to exceed \$850,000.**

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**ATTACHMENTS:** Proposed Purchase and Sale Agreement for Manatee County Parcel No. 6682900003.

## AGENDA ITEM NO. 5.9

### PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "Agreement") is made as of the 11 day of SEPT 2023, by and between JSPR REAL ESTATE, L.L.C, a Florida limited liability company ("Seller"), and SARASOTA MANATEE AIRPORT AUTHORITY, a body politic and corporate ("Buyer").

#### RECITALS

A. Seller is the owner of certain real property located at 7406 North Tamiami Trail, Sarasota, Florida 34243, situated in Manatee County, Florida, having Parcel ID No.6682900003, containing approximately 0.3644 acres, and more particularly described Exhibit "A" attached hereto (the "Land").

B. Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Land.

C. Seller further desires to sell to Buyer, and Buyer desires to purchase from Seller, the following rights, interests, and personal property (together with the Land, the "Property"): (i) all buildings and all other improvements located on the Land (collectively, the "Improvements"); (ii) all easements, rights-of-way, interests, rights, and appurtenances of any kind owned by Seller appertaining to the Land; (iii) all licenses, permits, and authorizations, if any, issued or granted by any governmental agency with respect to the Land (collectively the "Licenses") to the extent the same are transferable or assignable; (iv) all right, title, and interest, if any, of Seller in and to any land lying in the bed of any highway, street, road, avenue, access way, or easement opened or proposed, in front of, at a side of, or adjoining the Land to the center line thereof.

Now, therefore, in consideration of the premises and the mutual covenants hereinafter set forth, Seller hereby agrees to sell, and Buyer hereby agrees to purchase, the Property upon the following terms and conditions:

#### ARTICLE 1 PURCHASE PRICE

**1.1 Amount of Purchase Price.** The purchase price of the Property is \$850,000 (the "Purchase Price").

**1.2 Payment of Purchase Price.** The Purchase Price will be paid by Buyer in U.S. funds by wire transfer to the trust account of Williams Parker Harrison Dietz & Getzen ("Closing Agent" or "Escrow Agent"), having an address of 200 S. Orange Avenue, Sarasota, Florida 34236, at the time and place of closing provided in article 5 and subject to the prorations and adjustments provided in article 6.

**1.3 The Deposit.** Within 5 days after the Effective Date, Buyer shall deliver to Escrow Agent a deposit of \$1,000.00 (the "Deposit") by wire transfer of immediately

available federal funds. The Deposit shall be held and disbursed in accordance with the escrow provisions set forth in section 1.4, below. The Deposit shall be paid to Seller and credited against the Purchase Price. Seller and Buyer agree that a portion of the Deposit equal to \$100.00 (the “**Independent Contract Consideration**”) has been bargained for as consideration for Seller’s execution and delivery of this Agreement and for Buyer’s right of review, inspection, and termination, and is independent of any other consideration or payment provided for in this Agreement and, notwithstanding anything to the contrary contained herein, is non-refundable in all events.

**1.4 Escrow Provisions Regarding Deposit.**

A. Escrow Agent shall hold the Deposit and make delivery of the Deposit to the party entitled thereto under the terms of this Agreement. Escrow Agent shall deposit the Deposit in government insured interest-bearing accounts approved by Buyer. All interest shall accrue to and be reported to applicable taxing authorities, including the Internal Revenue Service, for the account of the party to whom such interest is or will be paid. Upon request of the Escrow Agent, the parties hereto shall supply the Escrow Agent with its Federal Identification Number. Seller and Buyer agree that the Escrow Agent shall not be responsible for any penalties, loss of principal or interest, or the consequences of a delay in withdrawal of the Deposit and interest accrued thereon (the “**Escrow**”), if any, which may be imposed as a result of the making or the redeeming of the above investment, as the case may be, pursuant to this Agreement. Seller and Buyer also agree that Escrow Agent shall not be liable for any loss or impairment of the Deposit while the Deposit is in the course of collection or of the Escrow if such loss or impairment results from the failure, insolvency or suspension of the financial institution in which the Deposit is deposited.

B. Escrow Agent shall hold the Deposit until the earlier occurrence of (i) the Closing Date (as defined in Section 5.1), at which time the Deposit shall be applied against the Purchase Price, or (ii) the date on which Escrow Agent shall be authorized to disburse the Deposit as set forth in section 1.4(C) below.

C. If the Deposit has not been released earlier in accordance with section 1.4(B), and either party makes a written demand stating this Agreement has been terminated or a party is in default upon Escrow Agent for payment of the Deposit, Escrow Agent shall give written notice to the other party of such demand in accordance with the notice provisions of this Agreement. If Escrow Agent does not receive a written objection from the other party to the proposed payment within 5 days after the giving of such notice, Escrow Agent is hereby authorized to make such payment. If Escrow Agent does receive such written objection within such 5-day period, Escrow Agent shall continue to hold such amount until otherwise directed by written instructions from the parties to this Agreement or a final judgment or arbitrator’s decision. However, Escrow Agent shall have the right at any time to deposit the Deposit, with a court of competent jurisdiction in the state in which the Land is located. Escrow Agent shall give written notice of such deposit to Seller and



Buyer. Upon such deposit, Escrow Agent shall be relieved and discharged of all further obligations and responsibilities hereunder.

D. The parties acknowledge that Escrow Agent is acting solely as a stakeholder at their request and for their convenience, and that Escrow Agent shall not be deemed to be the agent of either of the parties for any act or omission on its part unless taken or suffered in bad faith in willful disregard of this Agreement or involving gross negligence. Seller and Buyer (to the extent permitted by law and without waiving sovereign immunity) jointly and severally shall indemnify and hold Escrow Agent harmless from and against all costs, claims and expenses, including reasonable attorney's fees, incurred in connection with the performance of Escrow Agent's duties hereunder, except with respect to actions or omissions taken or suffered by Escrow Agent in bad faith, in willful disregard of this Agreement or involving gross negligence on the part of Escrow Agent.

E. The parties shall deliver to Escrow Agent an executed copy of this Agreement, which shall constitute the sole instructions to Escrow Agent. Escrow Agent shall execute the signature page for Escrow Agent attached hereto with respect to the provisions of this section 1.4; provided, however, that (i) Escrow Agent's signature hereon shall not be a prerequisite to the binding nature of this Agreement on Buyer and Seller, and the same shall become fully effective upon execution by Buyer and Seller, and (ii) the signature of Escrow Agent will not be necessary to amend any provision of this Agreement other than this Section 1.4.

F. Escrow Agent, as the person responsible for closing the transaction within the meaning of Section 6045(e)(2)(A) of the Internal Revenue Code of 1986, as amended (the "Code"), shall file all necessary information, returns and statements regarding the transaction required by the Code including, but not limited to, the tax returns required pursuant to Section 6045 of the Code.

G. The provisions of this section 1.4 shall survive the termination of this Agreement, and, if not so terminated, the closing of the transaction contemplated hereby.

## ARTICLE 2 DUE DILIGENCE

2.1 **Inspection Period.** Subject to the terms of this article 2, during the time that is 60 days after the Effective Date (the "**Inspection Period**"), Buyer, and its agents, contractors, engineers, surveyors, attorneys, and employees (collectively, "**Consultants**") shall have the right from time to time to enter onto or into the Land and Improvements, at Buyer's sole cost and expense, to do the following:

A. conduct and make any and all customary studies, tests, examinations, inquiries, inspections and investigations (collectively, the "**Inspections**") of or concerning the Property (including, without limitation, engineering and

feasibility studies; environmental studies; evaluation of drainage and flood plain; soil tests for bearing capacity and percolation and surveys, including topographical surveys; inspection of title matters; survey work; and site plan work);

B. confirm any and all matters which Buyer may reasonably desire to confirm with respect to the Property, including, without limitation, a fair market value appraisal of the Property;

C. ascertain and confirm the suitability of the Property for Buyer's intended use of the Property; and

D. review the materials set forth in section 2.5

**2.2 Expiration of Inspection Period.** Buyer shall have the right to terminate this Agreement, in its sole and absolute discretion, at any time on or before 7:00 p.m. (Eastern Time) on the last day of the Inspection Period (the "**Inspection Period Termination Deadline**"). If Buyer delivers written notice to Seller terminating this Agreement on or before the Inspection Period Termination Deadline, then (A) Escrow Agent shall return the Deposit to Buyer, less the Independent Contract Consideration (which Escrow Agent shall deliver to Seller), (B) Buyer shall pay the cancellation charges, if any, of Escrow Agent and Title Company (as defined in section 3.1), and (C) this Agreement shall terminate automatically and be of no further force or effect and neither party shall have any further rights or obligations hereunder (other than pursuant to any provision hereof which expressly survives the termination of this Agreement). If Buyer does not deliver written notice to Seller terminating this Agreement pursuant to this section 2.2, then the Deposit shall be non-refundable, except in the event of Seller's default or failure to fulfill Buyer's Closing Conditions (as defined in section 8.1).

**2.3 Conduct of Investigation, Insurance.**

A. Buyer shall not permit any mechanic's or materialmen's liens or any other liens to attach to the Property by reason of the performance of any work or the purchase of any materials by Buyer or any other party in connection with any Inspections conducted by or for Buyer. Buyer shall give Seller at least 24 hours written notice prior to entry onto the Property and shall permit Seller to have a representative present, during all Inspections conducted at the Property, if previously requested by Seller.

B. Notwithstanding anything in this Agreement to the contrary, Buyer may, during the Inspection Period, make minor borings and other samplings of the Land (including, without limitation, soils, and environmental tests), as long as Buyer restores the Land substantially to its existing condition before such samplings (except that Buyer is not required to remediate or repair any pre-existing defect or adverse condition). Further, if Buyer's testing includes a reasonable need for more than minor invasive testing, such as a Phase II environmental survey, Seller shall not unreasonably withhold or delay its consent to such other invasive testing.

C. Buyer shall maintain or shall cause its Consultants to maintain commercially reasonable general liability insurance and worker's compensation insurance for all their respective employees in accordance with the law of the state in which the Land is located.

D. The provisions of this section 2.3 shall survive the termination of this Agreement, and, if not so terminated, shall survive the Closing.

**2.4 Buyer Indemnification.** To the fullest extent permitted by law and without waiving sovereign immunity, Buyer shall indemnify, defend, and hold harmless Seller from any expenses, damages, and liabilities, including reasonable attorneys' fees, that Seller may suffer or incur arising out of any claims for property damage or personal injury, or claims from materialmen or laborers, which in turn arise from the Inspections. The provisions of this section 2.4 shall survive any termination of this Agreement.

**2.5 Documents furnished to Buyer.** Not later than 5 days after the Effective Date, to the extent the following are in the possession of Seller, Seller will furnish to Buyer the Licenses; surveys and title insurance policies related to the Property; documents related to the zoning, re-zoning or variance to zoning of the Land or Improvements or any part thereof; any notice received by Seller pertaining to any uncured violation of any law, ordinance, or regulation; plans, specifications, and engineering documents related to the Improvements; any maintenance, repair, service, and pest control agreements (including janitorial and landscaping agreements) and all other agreements pursuant to which services or goods are provided to the Property (collectively, the "**Operational Agreements**"); engineering reports related to soils, subsidence, seismic, geotechnical, flood plains, drainage, or acoustical; any leases or subleases (including amendments or addendums thereto) currently encumbering the Property; rent roll; and reports and records relating to the environmental condition of the Property, including any information relating to asbestos abatement, the removal or closure of any underground storage tanks, or any other environmental abatement procedures (collectively, the "**Environmental Reports**").

**2.6 Leaseback.** Prior to the expiration of the Inspection Period, Buyer and Seller shall use good faith and reasonable diligence to agree to a triple net lease (the "**Lease**") whereby Buyer, as landlord, shall lease back the Property to Seller, as tenant, at Closing. The Lease shall be on Buyer's form, as reasonably acceptable to Seller, and have the following terms and conditions: (A) term through December 31, 2024; (B) monthly base rent of \$1,000; (C) tenant may terminate at any time upon no later than 30 days written notice to landlord; (D) no maintenance obligations by landlord; (E) not assignable by tenant. Buyer and Seller shall execute an amendment to this Agreement attaching the agreed upon Lease as an exhibit.

**ARTICLE 3**  
**TITLE AND SURVEY REVIEW**

**3.1 Title insurance.** On or before 30 days after the Effective Date, Buyer may obtain, a commitment (the "**Title Commitment**") from Old Republic National Title Insurance Company (the "**Title Company**") for issuance to Buyer of an owner's title insurance policy relating to the Land with coverage at least equal to \$850,000. If Buyer does not give notice to Seller of any objections to the conditions and exceptions set forth in the Title Commitment at least 15 days after Buyer's receipt of the Title Commitment, then the Title Commitment will be deemed acceptable to Buyer, and Buyer will accept title to the Property subject to such covenants, restrictions, easements, and reservations as may be set forth in the Title Commitment. If Buyer gives notice of objections to the conditions and exceptions set forth in the Title Commitment at least 15 days at least 15 days after Buyer's receipt of the Title Commitment, then Seller will have the option in its sole and absolute discretion either to (A) satisfy such objections prior to closing or (B) notify Buyer prior to closing that Seller is unable or unwilling to satisfy such objections. If Seller gives such notice to Buyer, then Buyer will have the option in Buyer's sole and absolute discretion either to (i) elect to accept title to the Property subject to the matters to which Buyer has made objection or (ii) elect to terminate this Agreement by delivery of notice to Seller of such termination. If Buyer elects to terminate this Agreement, all rights and obligations of the parties under this Agreement will terminate, except for any provision hereof that survives termination of this Agreement. Notwithstanding anything to the contrary, (A) all deeds of trust, mortgages, security instruments, security agreements, and financing statements securing a monetary obligation which encumber or otherwise affect all or any portion of the Property and to which Seller is party, and any judgments or liens encumbering the Property, other than judgments or liens that were created by, through or under Buyer (individually, a "**Monetary Lien**" and collectively, the "**Monetary Liens**") shall be deemed to be title defects regardless of whether Buyer provides notice, and (B) Seller shall be obligated to obtain a release of the Property from all Monetary Liens at or prior to closing.

**3.2 Survey.** On or before 45 days after the Effective Date, Buyer may obtain a current survey (the "**Survey**") of the Land. The Survey will be performed by a Florida licensed land surveyor; will comply with the provisions of Chapter 5J-17.050-.052, Florida Administrative Code, applicable to a land survey; and will be certified in favor of Buyer and the title insurer. If the Survey shows any violation of restrictions or governmental zoning regulations; any encroachments, gaps, or overlaps; or evidence of any unrecorded rights or claims of third parties to any portion of the Land or the use thereof and if Buyer has objection to any such matters, Buyer must notify Seller at least 15 days after receipt of the Survey of the matters disclosed by the Survey to which Buyer has objection. If Buyer does not give such notice, then the Survey will be deemed acceptable to Buyer, and Buyer will accept title to the Property subject to all matters disclosed by the Survey. If Buyer gives notice of objections to matters disclosed by the

Survey at least 15 days after receipt of the Survey, then Seller will have the option in its sole and absolute discretion either to (A) satisfy such objections prior to closing or (B) notify Buyer prior to closing that Seller is unable or unwilling to satisfy such objections. If Seller gives such notice to Buyer, then Buyer will have the option in Buyer's sole and absolute discretion either to (A) elect to accept title to the Property subject to the matters to which Buyer has made objection or (B) elect to terminate this Agreement by delivery of notice to Seller of such termination. If Buyer elects to terminate this Agreement, all rights and obligations of the parties under this Agreement will terminate, except for any provision hereof that survives termination of this Agreement.

**3.3 New Exceptions.** If at any time after the expiration of the Inspection Period, any update to the Title Commitment or the Survey discloses any additional item having a material, negative, adverse effect on the Property, which item was not disclosed on any version of the Title Commitment or Survey delivered to Buyer during the Inspection Period (the "**New Exception**"), Buyer shall have a period of 5 days from the date of its receipt of such update (the "**New Exception Review Period**") to review and notify Seller in writing of Buyer's approval or disapproval of the New Exception. If Buyer disapproves of the New Exception (a "**New Objection Notice**"), Seller may, in Seller's sole discretion, notify Buyer as to whether it is willing to cure the New Exception within five (5) days after the expiration of the New Exception Review Period. If Seller elects to cure the New Exception, Seller shall be entitled to reasonable adjournments of the Closing Date, not to exceed thirty (30) days after the Closing Date, to cure the New Exception. If Seller fails to deliver a notice to Buyer as to whether it is willing to cure the New Exception within five (5) days after the expiration of the New Exception Review Period, Seller shall be deemed to have elected not to cure the New Exception. If Seller is unwilling or unable to cure the New Exception, Buyer may, as its exclusive remedy elect either: (A) to terminate this Agreement, in which event the Deposit (less the Independent Contract Consideration) shall be promptly returned to Buyer or (B) to waive the New Exception and proceed with the transactions contemplated by this Agreement, in which event Buyer shall be deemed to have approved the New Exception. If Buyer fails to notify Seller of its election to terminate this Agreement in accordance with the foregoing clause within 10 days after the expiration of the New Exception Review Period, Buyer shall be deemed to have elected to approve and irrevocably waive any objections to the New Exception. If Seller indicated Seller would cure a New Exception, and Seller fails to cure such New Exception prior to the date that is 30 days after the Closing Date, then Buyer may terminate this Agreement and receive a return of the Deposit (less the Independent Contract Consideration), and all further rights and obligations of the parties under this Agreement will terminate, except for any provision hereof that survives termination of this Agreement.

**ARTICLE 4  
OPERATIONS AND RISK OF LOSS**

**4.1 Real Estate.** Prior to closing, Seller may neither take nor permit any action without the consent of Buyer (other than actions by Buyer or Seller authorized under this Agreement, actions required by governmental authorities, or actions otherwise beyond the control of Seller) that would in any material, adverse respect modify any exceptions to title set forth in the Title Commitment, alter the condition or zoning of the Property, or impair Buyer's rights to the Property for its present purposes.

**4.2 New agreements.** Prior to closing, Seller shall not enter into any contract that will be an obligation affecting the Property subsequent to closing. On or prior to the expiration of the Lease (as defined in Section 5.2.F), Seller shall terminate all Operational Agreements related to the Property.

**4.3 Damage.** Seller shall bear the entire risk of loss of the Property occurring prior to the closing. In the event of material damage to the Property prior to closing by fire, storm, or other casualty, Buyer shall have the option in Buyer's sole and absolute discretion either to: (A) accept title to the Property in its "as-is," damaged condition and payment to Buyer by Seller of all insurance amounts realized by Seller due to such loss; or (B) terminate this Agreement. If Buyer elects to terminate this Agreement, the Deposit shall be returned to Buyer immediately upon request (less the Independent Contract Consideration), and all further rights and obligations of the parties under this Agreement shall terminate, except for any other provision hereof that either expressly or implicitly survives termination of this Agreement.

**4.4 Condemnation.** If any proceeding to take all or any part of the Property is instituted by any body having the power of eminent domain prior to closing, Buyer may, at Buyer's option, terminate this Agreement, in which event all rights and obligations of the parties under this Agreement will terminate, except for any provision hereof that survives termination of this Agreement.

**4.5 Survival.** The provisions of sections 4.1 and 4.2 will survive the closing.

**ARTICLE 5  
CLOSING**

**5.1 Closing date.** Closing will be held 30 days following the expiration of the Inspection Period ("Closing Date"). Closing will be held at the offices of Closing Agent.

**5.2 Seller's deliveries at closing.** At the closing, Seller shall deliver the following:

A. *Deed.* A warranty deed, executed and acknowledged by Seller, conveying to Buyer marketable fee simple title to the Land, subject only to applicable real estate taxes and assessments for the year of closing and subsequent years; governmental regulations; and covenants, restrictions, reservations, and easements of

record (the “Deed”).

B. *Bill of Sale.* A bill of sale, executed by Seller, conveying to Buyer, without recourse and with no warranty of any kind, all of Buyer’s interest in the Improvements and personal property located on the Property.

C. *Assignment of Licenses.* An assignment executed and acknowledged by Seller, assigning, without recourse and with no warranty of any kind, Seller’s interest in the Licenses;

D. *Affidavit.* An affidavit, executed by Seller, satisfying the requirements of the Foreign Investment in Real Property Tax Act and establishing facts sufficient to permit the issuance of a title insurance policy to Buyer without exception for construction liens, rights of persons in possession, and adverse matters recorded between the effective date of the Title Commitment and the time of recording of the Termination Memorandum;

E. *Seller’s certificate.* A certificate, executed by Seller, certifying that Seller’s warranties and representations set forth in section 7.1 are true and correct in all material respects as of the Closing Date (or stating in what material respects they are not true and correct as of such date);

F. *Triple Net Lease.* The Lease, executed by Seller.

G. *Closing statement.* A closing statement, executed by Seller, accounting for the amounts charged and credited to Seller in connection with the transaction contemplated by this Agreement;

H. *Other documents.* Such other documents, executed by Seller, as may be reasonably required to consummate the transaction contemplated by this Agreement.

**5.3 Buyer’s deliveries at closing.** At the closing, Buyer shall deliver the following:

A. *Purchase Price.* The Purchase Price, plus or minus applicable prorations and adjustments;

B. *Closing statement.* A closing statement, executed by Buyer, accounting for the amounts charged and credited to Buyer in connection with the transaction contemplated by this Agreement;

C. *Triple Net Lease.* The Lease, executed by Buyer.

D. *Other documents.* Such other documents, executed by Buyer, as may be reasonably required to consummate the transaction contemplated by this Agreement.

**5.4 Possession.** Seller shall deliver possession of the Property to Buyer at the closing.

**5.5 Disbursement.** Upon delivery of all sums and documents described in

sections 5.2 and 5.3 and delivery of possession of the Property, Closing Agent shall disburse to Seller the net sales proceeds.

## ARTICLE 6 PRORATIONS AND EXPENSES

**6.1 Taxes and assessments.** General real estate taxes and assessments imposed by governmental authority and any assessments by private covenant constituting a lien or charge on the Land shall be prorated as of the closing date based on the applicable discounted tax rate. If taxes or assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for exemptions and improvements. In the event the actual taxes differ from the tax amount used for proration, either party may demand a re-proration of taxes based upon the actual taxes. Any special assessments or public improvement liens levied, certified, or perfected against the Land by any governmental authority on or before the Closing Date shall be paid by Seller. Any special assessments or public improvement liens levied, certified, or perfected against the Land by any governmental authority following the Closing Date shall be paid by Buyer. The provisions of this Article 6.1 shall survive the closing.

**6.2 Closing expenses.** Seller will pay the following expenses, limited however, to \$10,000 (Buyer will pay the excess): (A) documentary tax on the Deed; (B) one half of any escrow fees, not to exceed \$1,000; (C) the cost of recording the deed. Seller shall also pay any costs related to curing title defects, including any costs or prepayment penalties associated with satisfying any existing Monetary Lien encumbering the Property. Buyer will pay (A) any premiums or fees required to be paid to Title Company with respect to the Title Policy and any endorsements, (B) the cost of the Survey, if ordered; (C) one-half of any escrow fees, not to exceed \$1,000; (D) any additional costs incurred at Buyer's request in connection with the closing. Each party will pay its own attorney's fees.

**6.3 Brokers.** Seller and Buyer warrant each to the other that there are no brokers, agents, sales associates, or other persons or entities entitled to a commission or similar fee in connection with the transaction contemplated hereby. If any claim arises for real estate brokerage commissions, fees, or other compensation in connection with this transaction in favor of any broker, agent, sales associate, or finder, the party causing such claim, or through whom such claim is made, shall indemnify the other party against any loss, damage, or liability which the other party suffers as a result of such claim. The provisions of this section 6.3 will survive the closing.

## ARTICLE 7 REPRESENTATIONS AND WARRANTIES

**7.1 Seller's representations and warranties.** As a material inducement to Buyer



to execute this Agreement and consummate the purchase of the Property, Seller represents and warrants to Buyer that the following statements are true:

A. *Authority.* Seller has the full right and authority and has obtained all consents required therefor, to enter into this Agreement and to consummate the sale of the Property. This Agreement and all the documents to be delivered by Seller at the closing have been and will be authorized and properly executed and delivered by Seller and are, and will constitute, the valid and binding obligations of Seller.

B. *Consents.* No third-party approval or consent is required for Seller to enter into this Agreement or to consummate the transaction contemplated hereby.

C. *Conflicts and pending actions or proceedings.* There is no agreement to which Seller is a party or, to Seller's knowledge, binding on Seller which conflicts with this Agreement. There is no action or proceeding pending or, to Seller's knowledge, threatened against Seller which challenges or impairs Seller's ability to execute or perform its obligations under this Agreement.

D. *Title.* Seller is the sole legal owner of the Property. The Property is not subject to use agreements, easements, restrictions or claims, contracts, leases, or other obligations, except as set forth in the Public Records of Manatee County, Florida.

E. *Environmental.* To Seller's knowledge, there has been no Release of a Hazardous Substance on or from the Land, or any part thereof, in violation of Environmental Laws. Seller has not received written notification that it is a potentially responsible party under Section 107 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA") as a result of acts or omissions on, or in any manner affecting, the Land. Seller has not received written notification from any state or local government under any similar provisions of state or local law. For purposes of this Agreement, the term "Hazardous Substance" means any substance identified in Section 101(14) of CERCLA, petroleum (including crude oil or any fraction thereof), polychlorinated biphenyls, or asbestos, and the term "Release" has the meaning given to such term in Section 101(22) of CERCLA. The term "Environmental Laws" includes the Clean Air Act; the Clean Water Act and the Water Quality Act of 1987; the Federal Insecticide, Fungicide, and Rodenticide Act; the Marine Protection, Research, and Sanctuaries Act; the National Environmental Policy Act; the Noise Control Act; the Occupational Safety and Health Act; the Resource Conservation and Recovery Act, as amended by the Hazardous and Solid Waste Amendments of 1984; the Safe Drinking Water Act; CERCLA, as amended by the Superfund Amendments and Reauthorization Act and by the Emergency Planning and Community Right-to-Know Act; the Toxic Substance Control Act; and the Atomic Energy Act, all as may have been amended as of the date of this Agreement, together with their implementing regulations and guidelines as of the date of this Agreement. The term "Environmental Laws" also includes all state, regional, county, municipal, and other local laws, regulations, and ordinances that are equivalent or similar to the

Federal laws recited above or that purport to regulate Hazardous Substances.

F. *Withholding obligation.* Seller's sale of the Property is not subject to any Federal, state, or local withholding obligation of Buyer under the tax laws applicable to Seller or the Property.

G. *Bankruptcy.* Seller has not made a general assignment for the benefit of creditors or been adjudicated a bankrupt or insolvent. No receiver, liquidator, or trustee for any of Seller's properties has been appointed; no petition has been filed by or against Seller for bankruptcy, reorganization, or arrangement pursuant to the Federal Bankruptcy Act or any similar Federal or state statute; and no proceeding has been instituted for the dissolution or liquidation of Seller.

H. *Obligations.* As of the closing, no bills for labor, services, or materials furnished to the Land or the Improvements at the request of Seller will remain unpaid.

I. *Parties in possession.* There are no parties other than Seller in possession of, or claiming any right to possess, any portion of the Land or the Improvements.

J. *Litigation.* There is no action, suit, or proceeding, including any condemnation or rezoning proceeding, pending or, to Seller's knowledge, threatened against or affecting the Property or arising out of the ownership, management, or operation of the Property, this Agreement, or the transaction contemplated hereby.

K. *Regulations and restrictions.* Seller has received no notice of violation of applicable laws, regulations, or restrictions pertaining to the Land or the Improvements.

L. *FIRPTA.* Seller is not a "foreign person," as that term is used and defined in the Internal Revenue Code, Section 1445, as amended.

M. *OFAC.* Seller is not a Prohibited Person (as defined below). As used herein, a "**Prohibited Person**" is (i) a person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, Executive Order No. 13224 on Terrorist Financing (effective September 24, 2001) (the "Executive Order"), (ii) a person or entity owned or controlled by, or acting for or on behalf of any person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, the Executive Order, (iii) a person or entity that is named as a "specially designated national" or "blocked person" on the most current list published by the U.S. Treasury Department's Office of Foreign Assets Control ("**OFAC**") at its official website, <http://www.treas.gov/offices/enforcement/ofac>, (iv) a person or entity that is otherwise the target of any economic sanctions program currently administered by OFAC, or (v) a person or entity that is affiliated with any person or entity identified in clauses (i), (ii), (iii) and/or (iv) of this Section 7.1(N).

**7.2 Buyer's Representations and Warranties.** Buyer represents and warrants to Seller the following as of the Effective Date and as of the Closing Date:

A. *Authority.* Buyer is duly organized, validly existing and in good standing under the laws of the state of Florida.

B. *OFAC.* Buyer is not a Prohibited Person. To Buyer's knowledge, none of its investors, affiliates or brokers or other agents (if any), acting or benefiting in any capacity in connection with this Agreement is a Prohibited Person. The funds or other assets Buyer will transfer to Seller under this Agreement are not the property of, or beneficially owned, directly or indirectly, by a Prohibited Person. The funds or other assets Buyer will transfer to Seller under this Agreement are not the proceeds of specified unlawful activity as defined by 18 U.S.C. § 1956(c)(7).

C. *No Conflicts.* There is no agreement to which Buyer is a party or, to Buyer's knowledge, that is binding on Buyer which conflicts with this Agreement or Buyer's intended use for the Real Estate. There is no action or proceeding pending or, to Buyer's knowledge, threatened against Buyer which challenges or impairs Buyer's ability to execute or performance Buyer's obligations under this Agreement or use the Real Estate for Buyer's intended use.

D. *Bankruptcy.* There exists no pending or threatened bankruptcy, insolvency or similar proceedings affecting Buyer.

**7.3 Survival.** The representations and warranties of Buyer and Seller set forth in sections 7.1 and 7.2 will survive the closing and delivery of all conveyance documents under this Agreement.

## ARTICLE 8 CONDITIONS PRECEDENT TO CLOSING

**8.1 Buyer's Closing Conditions.** Buyer's obligation to close under this Agreement shall be subject to and conditioned upon the fulfillment of each and all of the following conditions precedent (collectively, "**Buyer's Closing Conditions**"):

A. *Title Policy.* The Title Company shall unconditionally commit to issue the title policy as described in section 3.1 and 5.2(D).

B. *Accuracy of Seller's Representations.* Seller's representations and warranties under section 7.1 shall be true and correct in all material respects on and as of the Closing Date with the same force and effect as though such representations and warranties had been made on and as of the Closing Date, and Seller will so certify. Notwithstanding anything to the contrary, in the event of an inaccuracy or breach of a representation or warranty described herein, Seller shall have the right to cure such inaccuracy or breach at any time prior to closing.

C. *Seller's Performance.* Seller shall have performed all covenants and obligations and complied with all conditions required by this Agreement to be performed or complied with by Seller on or before the Closing Date, including, without limitation, Seller's obligations set forth in section 5.2 above.

D. *Bankruptcy.* Seller shall not be a debtor in any bankruptcy proceeding nor shall have been in the last 6 months a debtor in any bankruptcy proceeding.

E. *Appraisal.* Pursuant to Buyer's internal policy and procedures, Buyer shall receive an appraisal for the Property from a licensed appraiser selected by Buyer for greater than or equal to the Purchase Price.

F. *No Moratoria.* No moratorium, statute, regulation, ordinance, legislation, order, judgment, ruling or decree of any Governmental Authority or of any court shall have been enacted, adopted, issued, entered, or pending which would (i) have a material adverse effect on the value of the Property, (ii) prohibit the transaction contemplated hereby.

G. *Board Approval.* This Agreement and the transactions contemplated thereby shall be subject to formal approval by the Sarasota Manatee Airport Authority Board.

**8.2 Failure of Buyer's Closing Conditions.** If any of Buyer's Closing Conditions are not met (subject to Seller's right to cure), Buyer may either (A) waive any of Buyer's Closing Conditions and proceed to closing on the Closing Date with no offset or deduction from the Purchase Price, (B) terminate this Agreement and receive a return of the Deposit (less the Independent Contract Consideration), or (C) if such failure constitutes a default by Seller, exercise any of its remedies pursuant to section 9.2 below.

## ARTICLE 9 DEFAULTS AND REMEDIES

**9.1 Buyer Default.** Time is of the essence of Buyer's obligations hereunder. If Buyer fails to complete the acquisition as herein provided by reason of any default by Buyer, and such failure continues for 10 days after delivery of written notice thereof from Seller to Buyer, Seller, as its sole and exclusive remedy, shall be entitled to terminate this Agreement and have the Deposit paid to Seller as liquidated damages. The parties hereby agree that the amount of the Deposit is a fair and reasonable estimate of the total detriment that Seller would suffer in the event of Buyer's default and failure to duly complete the acquisition hereunder. Seller hereby waives all claims, actions and rights against Buyer, including, without limitation, any action for specific performance or damages; provided, however, that Buyer agrees to pay any and all escrow cancellation fee. SELLER AND BUYER ACKNOWLEDGE THAT SELLER'S DAMAGES WOULD BE DIFFICULT TO DETERMINE, AND THAT THE DEPOSIT IS A REASONABLE ESTIMATE OF SELLER'S DAMAGES RESULTING FROM A DEFAULT BY BUYER IN ITS OBLIGATION TO PURCHASE THE PROPERTY. SELLER AND BUYER FURTHER AGREE THAT THIS SECTION 9.1 IS INTENDED TO AND DOES LIQUIDATE THE AMOUNT OF DAMAGES DUE SELLER, AND SHALL BE SELLER'S EXCLUSIVE REMEDY AGAINST BUYER, BOTH AT LAW AND

IN EQUITY, ARISING FROM OR RELATED TO A BREACH BY BUYER OF ITS OBLIGATION TO CONSUMMATE THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, OTHER THAN WITH RESPECT TO ANY INDEMNITY AND CONFIDENTIALITY OBLIGATIONS HEREUNDER.

**9.2 Seller Default.** Time is of the essence of Seller's obligations hereunder. If Seller fails to comply with any of its obligations hereunder which are required to be performed at or prior to closing, and such failure continues for 10 days after delivery of written notice thereof from Buyer to Seller, Buyer, at Buyer's option, shall be entitled to: (A) terminate this Agreement, in which event (i) the Deposit, less the Independent Contract Consideration (which Escrow Agent shall deliver to Seller), shall be returned to Buyer, (ii) Seller shall pay any cancellation charges of Escrow Agent, and (iii) both parties shall be discharged from all duties and performance hereunder, except for any obligations which by their terms survive any termination of this Agreement; or (B) pursue and obtain specific performance of Seller's obligations hereunder (without the necessity of proving irreparable harm or posting any security), including to convey the Property as provided herein.

**9.3 Waiver of Certain Remedies.** Notwithstanding any contrary provision contained herein, Seller and Buyer hereby waive any right to consequential, punitive, or exemplary damages.

## ARTICLE 10 MISCELLANEOUS

**10.1 Parties bound.** This Agreement will be binding upon and inure to the benefit of the respective legal representatives, successors, assigns, heirs, and devisees of the parties.

**10.2 Headings.** The article and section headings of this Agreement are for convenience only and in no way limit or enlarge the scope or meaning of the language hereof.

**10.3 Invalidity and waiver.** If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable the remainder of this Agreement will be deemed valid and operative, and effect will be given to the intent manifested by the portion held invalid or inoperative. Except to the extent provided otherwise herein, the failure by either party to enforce against the other any term or provision of this Agreement will not constitute a waiver of such party's right to enforce against the other party the same or any other such term or provision.

**10.4 Governing law.** This Agreement will, in all respects, be governed, construed, applied, and enforced in accordance with the law of the State of Florida.

**10.5 Venue.** Any legal proceeding to construe or enforce this Agreement must be brought in the Twelfth Judicial Circuit of the State of Florida in and for Manatee County, Florida. Buyer and Seller submit to the jurisdiction of this court.

**10.6 Entirety and amendments.** This Agreement embodies the entire agreement between the parties and supersedes all prior and contemporaneous agreements and understandings relating to the Property. This Agreement may be amended or supplemented only by an instrument in writing executed by both parties. The Recitals are true and correct and are incorporated into this Agreement by this reference.

**10.7 Attorney's fees.** In any proceeding to construe or enforce this Agreement, the losing party shall pay the prevailing party all reasonable costs, charges, and expenses, including attorney's fees for trial and appellate proceedings, expended or incurred in connection therewith.

**10.8 Indemnification.** Any obligation contained herein to indemnify a party includes indemnification against any attorney's fees incurred by such party in connection with trial or appellate proceedings. Any obligation contained herein on the part of Buyer to indemnify a party shall be limited "to the fullest extent permitted by law, without waiving sovereign immunity" regardless of whether expressly stated.

**10.9 Construction.** The parties acknowledge that the parties and their counsel have participated in the drafting of this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement or any exhibits or amendments hereto. Whenever required by the context, the singular number includes the plural, the plural number includes the singular, and the use of any gender includes all genders. When the word "including" (or some derivation thereof, such as "includes") is used in this Agreement to refer to something that, in that context, may be part of a larger group of similar items, the reference is without limitation, and it should be interpreted as if followed by "but not limited to," "without limitation," or appropriate equivalent language for the context.

**10.10 Notices.** All notices required or permitted hereunder must be in writing and must be served on the parties at the following addresses:

If to Seller: JSPR Real Estate, L.L.C.

\_\_\_\_\_  
\_\_\_\_\_

Attn: Jim Leavy  
Email: Jimleavy007@gmail.com

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_  
Email: \_\_\_\_\_

If to Buyer: Sarasota Manatee Airport Authority  
Sarasota Bradenton International Airport  
6000 Airport Circle  
Sarasota, Florida 34243  
Email: joseph.filippelli@flysrq.com

With a copy to: Williams Parker Harrison Dietz & Getzen  
200 S. Orange Avenue  
Sarasota, Florida 34236  
Attn: Kyle D. Elliott, Esq.  
Email: kelliott@williamsparker.com

Any such notices must be (A) sent by certified mail, return receipt requested, (B) sent by overnight delivery using a nationally recognized overnight courier, (C) sent by telephone facsimile or electronic transmission, or (D) sent by personal delivery. The above addresses may be changed by written notice to the other party, but no notice of a change of address will be effective until actual receipt of such notice.

**10.11 Required disclosures.** Florida law requires the following notifications to be included with this Agreement: RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

**10.12 Time.** Time is of the essence in the performance of this Agreement. Any time ending on a Saturday, Sunday, or national legal holiday will be extended until 5:00 p.m. of the next business day.

**10.13 Execution in counterparts.** This Agreement may contain more than one counterpart of the signature page, and this Agreement may be executed by the affixing of the parties' signatures to one or more of such counterpart signature pages. All such counterpart signature pages will be read as though one, and they will have the same force and effect as though all the signatories have signed a single signature page.

**10.14 Facsimiles.** The parties may evidence their acceptance of this Agreement by facsimile or electronic transmission of a copy of this Agreement bearing the respective party's signature, and such facsimile or electronic copy will be binding for all purposes as fully as a copy bearing the original signature of such party.

**10.15 Effective Date.** This Agreement will be effective as of the last date upon which each of the parties has executed this Agreement (the "Effective Date").

*[Signature page follows]*

In witness whereof, the parties have caused this Agreement to be executed on the dates indicated below.

Signed by Seller on  
9/11, 2023

JSPR REAL ESTATE, L.L.C., a Florida  
limited liability company

By: [Signature]  
\_\_\_\_\_, as its President

SELLER

Signed by Buyer on  
\_\_\_\_\_, 2023

SARASOTA MANATEE AIRPORT  
AUTHORITY, a body politic and corporate

By: \_\_\_\_\_  
\_\_\_\_\_, as its \_\_\_\_\_

BUYER

Approved as to Form & Legality for  
Sarasota Manatee Airport Authority

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

8041738.v2



**ESCROW AGENT'S SIGNATURE PAGE**

The undersigned executes the Agreement to which this signature page is attached for the purpose of agreeing to the provisions of section 1.4 of the Agreement, and hereby establishes \_\_\_\_\_, 2023 (the "Escrow Receipt Date"), as the date of opening of escrow and designates \_\_\_\_\_ as the escrow number assigned to this escrow.

**ESCROW AGENT:**

**WILLIAMS PARKER HARRISON DIETZ & GETZEN**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT "A"**

Lots 27 and 28, Block 9, Whitfield Estates Unit No. 1 according to the plat thereof recorded in Plat Book 2, Page 127A, of the Public Records of Manatee County, Florida.

## **AGENDA ITEM NO. 5.10**

**SARASOTA MANATEE AIRPORT AUTHORITY  
September 25, 2023, REGULAR MEETING  
STAFF NARRATIVE**

**REQUEST FOR APPROVAL  
AMENDMENT NO. 1 TO LEASE AND CONCESSION AGREEMENT  
WITH MITCHELL MANAGEMENT OF FLORIDA, INC.**

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**EXECUTIVE SUMMARY: Request for Approval of Amendment No. 1 to the Lease and Concession Agreement with Mitchell Management of Florida, Inc.**

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**NARRATIVE:** The Sarasota Manatee Airport Authority ("Authority") and Mitchel Management of Florida, Inc. are parties to that certain Lease and Concession Agreement, dated January 30, 2023, to develop, operate, and maintain an Arby's food and beverage concession in 895 square feet on the second floor of the Terminal at the Airport (the "Agreement"). Subsequently, Mitchell Management has proposed to replace the Arby's brand with Huey Magoo's, a Florida-based marinated chicken tenders' franchise with 50 locations throughout Florida, Georgia, Mississippi, North Carolina, South Carolina, Tennessee, Alabama, and Ohio, with more locations on the way. In addition to chicken tenders, the proposed menu also includes chicken sandwiches, chicken wraps, salads, breakfast plates and breakfast wraps.

The initial term of the Agreement is five (5) years with one 5-year renewal term, subject to the Authority's approval, and the percentage fee requirement is 14% of gross revenues, consistent with the requirements of the Authority's request for proposals for food, beverage, and retail concessions in the Terminal.

These and all other terms, covenants, and conditions of the Agreement are proposed to remain unchanged and in full force and effect. No chicken concepts were proposed in response to the Authority's request for proposals for food, beverage, and retail concessions in the Terminal at the Airport. A detailed presentation on the Huey Magoo's brand, menus, and prices is attached for review. Based on the information presented, the President /CEO request approval of the proposed Amendment No. 1 to the Lease and Concession Agreement with Mitchell Management of Florida, Inc, approving Huey Magoo's as the new brand.

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**RECOMMENDATION: It is hereby recommended that the Sarasota Manatee Airport Authority Board approve Amendment No. 1 to the Lease and Concession Agreement with Mitchell Management of Florida, Inc., as presented.**

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**ATTACHMENT:** 1) Proposed Amendment No. 1 to the Lease and Concession Agreement with Mitchell Management of Florida, Inc., 2) Exhibit C – Revised, "Brand, Menu, and Prices", to the Agreement, dated September 25, 2023, and 3) Huey Magoo's brand presentation.

## AGENDA ITEM NO. 5.10

### AMENDMENT NO. 1 TO LEASE AND CONCESSION AGREEMENT

This Amendment, to the Lease and Concession Agreement at the Sarasota Bradenton International Airport, dated January 30, 2023, made and entered into this 25<sup>th</sup> day of September, 2023, by and between **SARASOTA MANATEE AIRPORT AUTHORITY**, an Independent Special District, organized and existing under the laws of the State of Florida, hereinafter referred to as "Authority", and **MITCHELL MANAGEMENT OF FLORIDA, INC.**, a corporation organized under the laws of the State of Florida, whose principal place of business is 2311 N. Tamiami Trail, Nokomis, FL 34275, hereinafter referred to as "Concessionaire", collectively hereinafter referred to as the "Parties".

#### WITNESETH:

**WHEREAS**, the Authority owns and operates the Sarasota Bradenton International Airport (the "Airport") located in the Counties of Sarasota, Florida and Manatee, Florida, and

**WHEREAS**, the Authority has constructed an airline passenger terminal, hereinafter the "Terminal", at the Airport to serve the needs of the traveling public; and

**WHEREAS**, the Authority is permitted to lease space in the Terminal pursuant to Florida Statutes, for the operation and maintenance of the Terminal; and

**WHEREAS**, the Authority and Concessionaire are parties to that certain Lease and Concession Agreement, dated January 30, 2023, for the non-exclusive right of Concessionaire to operate and maintain a food and beverage concession in the Terminal, hereinafter referred to as the "Agreement"; and

**WHEREAS**, Exhibit C to the Agreement sets forth the brands, merchandise, menus and prices of the concession in the Terminal, established by the Parties for Lessee's construction, maintenance and operation throughout the term of the Agreement; and

**WHEREAS**, the Lessee desires to replace Exhibit C to the Agreement to establish new brands, merchandise, menus and prices of the concession in the Terminal to better serve the traveling public; and

**WHEREAS**, the Authority desires to replace Exhibit C to the Agreement to establish new brands, merchandise, menus and prices of the concession in the Terminal to include a chicken concept lacking from the Airport's existing concession program in the Terminal;

**NOW THEREFORE**, for in consideration of the foregoing and of the mutual covenants hereinafter contained, and other good and valuable consideration, the Parties hereto agree as follows:

#### **Article 4.3 - "Approval of Brand, Merchandise, Menu and Prices"**

Article 4.3 - "Approval of Brand, Merchandise, Menu and Prices", Fifth (5<sup>th</sup>) Sentence, shall be deleted and replace with the following sentence which shall read: "Concessionaire's initial schedule of brand, merchandise, menu and prices are set forth in Exhibit C, attached to this Agreement."

**Exhibit D - "Brands, Merchandise, Menus and Prices"**

Exhibit C, "Brands, Merchandise, Menus and Prices" of the Lease and Concession Agreement between the Parties, dated January 30, 2023, is hereby deleted in its entirety, and replaced with Exhibit C - Revised, "Brands, Merchandise, Menus and Prices", dated September 25, 2023, which Exhibit C - Revised is attached hereto and incorporated in its entirety into the Agreement as a material part thereof.


All other terms, covenants, and conditions, of the Lease and Concession Agreement between the Parties, dated January 30, 2023, including all Exhibits thereto, are hereby ratified and reaffirmed without further amendment thereto and shall be binding upon, and inure to benefit of the Parties hereto.

IN WITNESS THEREOF, the parties have hereunto set their hands and seals the day and year first above written.

**SARASOTA MANATEE  
AIRPORT AUTHORITY**

**MITCHELL MANAGEMENT  
OF FLORIDA, INC.**

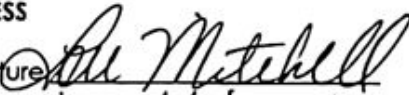
Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

Signature   
Name Mark Mitchell  
Title President  
Date 9/14/2023

**WITNESS**

**WITNESS**

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

Signature   
Name Lori Mitchell  
Title Vice President  
Date 9/14/2023

**APPROVED AS TO FORM & LEGALITY  
FOR SARASOTA MANATEE  
AIRPORT AUTHORITY**

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

## **AGENDA ITEM NO. 5.11**

**SARASOTA MANATEE AIRPORT AUTHORITY  
SEPTEMBER 25, 2023, REGULAR MEETING  
STAFF NARRATIVE**

**REQUEST FOR APPROVAL  
SECOND AMENDMENT TO GENERAL GROUND LEASE  
WITH TEAM SUCCESS A SCHOOL OF EXCELLENCE, INC.**

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**EXECUTIVE SUMMARY: Requesting Approval of a Second Amendment to the General Ground Lease with Team Success a School of Excellence, Inc.**

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**NARRATIVE:** The Sarasota Mantee Airport Authority ("Authority") and Team Success a School of Excellence, Inc. ("Team Success") are Parties to that certain General Ground Lease, dated July 17, 2020 ("Lease"), as amended, which Lease grants Team Success the non-exclusive right to develop, operate, and maintain a school and ancillary facilities on the Premises. The prior Amendment to the Ground Lease, dated August 24, 2020, was approved by the Authority to amend Article 1.1, "Premises", and Article 4.6, "Rent Adjustment", to establish the date of the survey of the Premises, and to require periodic fair market value appraisals of the Premises to determine the rent required during the term of the Lease, consistent with FAA guidelines.

Construction of the school has now recently been completed. However, the Commencement Date of the Lease was to occur on August 1, 2021. Despite Team Success's best commercial efforts, Manatee County School Board approval of the school was delayed by site development issues on the premises that impacted the original schedule for completion of the project. As a result, Team Success has requested to amend the Lease to extend the Rent Commencement Date of the Lease from August 1, 2021, to August 1, 2024, to account for the recent completion of the project and to align the Commencement Date of the Lease with their next fiscal year budget.

Based on Team Success's imminent contribution to education, the aviation industry, and the community, the President and CEO request approval of the proposed Second Amendment to the General Ground Lease with the Team Success to extend the Commencement Date of the Lease to August 1, 2024.

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**RECOMMENDATION: It is hereby requested that the Sarasota Manatee Airport Authority Board approve the Second Amendment to the Ground Lease with Team Success a School of Excellence, Inc., as presented.**

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**ATTACHMENT:** Proposed Second Amendment to General Ground Lease with Team Success a School of Excellence, Inc.

## AGENDA ITEM NO. 5.11

**SECOND AMENDMENT  
TO  
GENERAL GROUND LEASE  
BETWEEN  
SARASOTA MANATEE AIRPORT AUTHORITY  
AND  
TEAM SUCCESS A SCHOOL OF EXCELLENCE, INC.**

This Second Amendment made and entered into this 25<sup>th</sup> day of September 2023, to that certain General Ground Lease, dated July 17, 2020, by and between the **SARASOTA MANATEE AIRPORT AUTHORITY**, a body politic and corporate existing under the laws of the State of Florida (“Authority”), and **TEAM SUCCESS A SCHOOL OF EXCELLENCE, INC.**, a not-for-profit corporation, organized under the laws of the State of Florida (“Lessee”), collectively referred to as the “Parties”.

**WITNESSETH:**

**WHEREAS**, Authority, owns and operates the Sarasota Bradenton International Airport (“Airport”), located in Sarasota County and Manatee County, Florida; and

**WHEREAS**, Authority is authorized to lease land for use and development at the Airport pursuant to the Florida Statutes, and

**WHEREAS**, Authority and Lessee entered in that certain General Ground Lease, dated July 17, 2020 (hereinafter “Lease”), as amended, which Lease grants Lessee the non-exclusive right to develop, operate, and maintain a school and ancillary uses; and

**WHEREAS**, Authority and Lessee executed that certain Amendment to the Ground Lease, dated August 24, 2020, to amend Article 1.1 “Premises” and Article 4.6 “Rent Adjustment” to correct the date of the survey of the Premises, and to provide for the fair market value appraisal of the rent during the term of the Lease to comply with Federal Aviation Administration requirements; and

**WHEREAS**, Authority and Lessee desire to further amend the Lease to extend the Rent Commencement Date of the Lease and certain terms, covenants, and conditions of the Lease thereto;

**NOW, THEREFORE**, for in consideration of the foregoing and of the mutual covenants hereinafter contained, and other good and valuable consideration, the Authority and Lessee hereto agree to amend the Lease as provided herein below.

**Article 4.1 – Rent for the Term.** Article 4.1, “Rent for the Term”, Fifth Sentence, is hereby deleted in its entirety, and replaced with the following sentence:

The first monthly installment of Rent in the amount of \$12,348.18 is due upon August 1, 2024 (“Rent Commencement Date”), subject to the Free Rent provision in Article 4.7.

**Article 4.2 – Rental Adjustment.** Article 4.2, “Rental Adjustment”, First Paragraph, First and Second Sentences, are hereby deleted in their entirety, and replaced with the following sentences, respectively:

Commencing August 1, 2027, of the Lease and on August 1 every three (3) years thereafter (including any renewal periods), the Rent shall be adjusted to reflect the cost-of-living increases based on the Consumer Price Index. For purpose of calculating the new Rent, August 1, 2024, through July 31, 2025, shall be referred to as the "Base Year".

**Article 4.6 – Option to Renew.** Article 4.6, "Option to Renew", as previously amended, is hereby deleted in its entirety, and replaced with the following:

Provided Lessee is not in default of the Lease or curing a default defined in the Lease at the time to exercise the option, Lessee shall have five (5) consecutive 5-year options to renew the Term of the Lease. Lessee shall exercise an option by giving written notice to Authority at least 180 days prior to the expiration of the then existing Term.

If Lessee exercises one or more options to renew, the Parties recognize that the Lease may be extend for more than twenty (20) years. If Lessee renews the Lease, the Rent for the Lease year beginning August 1, 2044, and for the Lease year beginning August 1, 2064, shall be determined as follows:

- A. Sixty (60) days prior to the scheduled Rental Adjustment, Lessee and the Authority shall share equally in the cost to hire an appraiser approved by the Authority, who shall determine the fair market value Rent of the Premises.
- B. The appraiser shall render an opinion in writing to the Authority and to the Lessee within thirty (30) days of the notice to proceed. The approved adjusted Rent for the Lease year beginning August 1, 2044, shall be the greater of the appraised fair market value Rent, or the then exiting Rent. Thereafter, the Rent shall continue to be adjusted pursuant to Article 4.2 throughout the Term on the schedule set forth in Article 2.2.
- C. Said appraiser shall be a professionally qualified MAI appraiser, familiar with the local market and shall utilize any reasonable means and resources deemed necessary to reach an opinion of the fair market value Rent of the Premises.

**Article 4.7 – Free Rent.** Article 4.7, "Free Rent", Second and Fifth Sentences, are hereby deleted in their entirety, and replaced with the following sentences, respectively:

Lessee is hereby given eighteen (18) months of free rent commencing August 1, 2024, and expiring January 31, 2026. (Note: There is also no rent due and payable from the Effective Date through July 31, 2024, as Lessee obtains its necessary approvals and constructs its improvements).

All other terms, covenants, and conditions of the Lease shall remain unchanged in full force and effect as to each Party and are hereby ratified and confirmed.

(Continued on next page).



IN WITNESS WHEREOF, the Parties hereto have duly executed this Second Amendment to the Lease as of the day and year first above written.

ATTEST

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date

**SARASOTA MANATEE AIRPORT AUTHORITY,  
a body politic and corporate existing under the  
laws of the State of Florida**

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date


**Approved as to Form and Legality**

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
General Counsel for Authority

**TEAM SUCCESS A SCHOOL OF EXCELLENCE, INC., a not-  
for-profit corporation, organized under the laws of  
the State of Florida**

ATTEST

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature  
*Don R. Colthart MSW*  
\_\_\_\_\_  
Name  
*Chairman / President*  
\_\_\_\_\_  
Title  
*9/12/2023*  
\_\_\_\_\_  
Date

## AGENDA ITEM NO. 6.1

SARASOTA MANATEE AIRPORT AUTHORITY  
SEPTEMBER 25, 2023 MEETING  
STAFF NARRATIVE

REQUEST FOR APPROVAL: GUARANTEE MAXIMUM PRICE PROPOSAL FOR WORK PACKAGE 7,  
TERMINAL EXPANSION PROJECT

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**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 is anticipated that multiple release packages with Guaranteed Maximum Prices (GMP) for construction will be presented in the upcoming Board meetings. This GMP for Work Package 7, Fire Alarm Modifications, is the fifth of the release packages. WP 7 will replace two existing fire alarm panels, add a new panel for redundancy and improved amplification within existing terminal, and replace the remaining older devices found throughout the terminal facility. A GMP for WP 7 in the amount of \$685,674.00 is recommended for approval.

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**NARRATIVE:** With the significant increases in airline traffic, an expansion of the terminal is required to maintain good level of service for passengers. To expedite construction the Board selected DDM as the Construction Manager at Risk to construct a Terminal Concourse B expansion and construct a new Ground Loading Concourse. The Concourse B Expansion project will include various upgrades and renovations to the existing concourse. The project's key goals are to expand the existing holdroom capacity, expand and/or increase concessions areas, improve efficiency of the arrival/departure gate areas, install an additional ingress/egress escalator system, and evaluate and upgrade power and utilities. The new Ground Loading Concourse will construct a new ground loading concourse with a minimum of five (5) additional gates at the east side of the terminal. It is anticipated that this project will be constructed through several GMP packages to accelerate the construction schedule.

Work Package 7 - Fire Alarm Modifications GMP package will replace the two existing proprietary fire alarm panels with a more open-source panel system while still maintaining compatibility with a majority of the existing devices throughout the terminal. The project will add an additional (3<sup>rd</sup>) panel to the terminal that will provide increased redundancy and increased amplification. Along with these panel modifications, the project will also replace all terminal third floor analog devices with newer addressable devices. DDM bid this package to secure subcontractor pricing and develop their Guaranteed Maximum Price.

Gresham Smith (GS) reviewed the Guaranteed Maximum Price and found it to be acceptable. GS and staff recommend approval of the Work Package 7, Fire Alarm Modifications Guarantee Maximum Price of \$685,674.00.

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**RECOMMENDATION:** It is hereby recommended that the Sarasota Manatee Airport Authority authorize the Chairman to execute the CMAR GMP Amendment for Work Package 7, Fire Alarm Modifications with DeAngelis Diamond – Magnum Builders in an amount up to \$685,674.00. Staff also requests authorization to prepare all documents necessary to implement this action.

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**ATTACHMENTS:** Guarantee Maximum Price (GMP) Proposal  
Letter of Recommendation and Review



DEANGELIS DIAMOND



MAGNUM BUILDERS

WP7 Fire Alarm Improvements  
GMP Proposal  
07/28/23; 09/14/23 R1





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2. Estimate Summary
3. Assumptions & Clarifications
4. Plans and Specifications Log
5. Preliminary Construction Schedule



# ONE



## 1. EXECUTIVE SUMMARY



DEANGELIS DIAMOND



MAGNUM BUILDERS

September 14, 2023

Mr. Kent Bontrager  
Mr. John Wright  
Sarasota Manatee Airport Authority  
6000 Airport Circle  
Sarasota, FL 34243

RE: SRQ Terminal Expansion  
WP7 Fire Alarm System Improvements

Gentlemen:

We are pleased to provide our GMP budget proposal for WP7 Fire Alarm System Improvements at the Sarasota Bradenton International Airport and as part of the SRQ Terminal Expansion project.

Guaranteed Maximum Price      \$685,674.00

The attached documentation represents our comprehensive analysis of the bid documents and subcontractor bids received.

We sincerely appreciate the opportunity to work with your team on this iconic project. Please feel free to contact us with any comments and/or questions you may have concerning the attached information. We look forward to reviewing this estimate in detail with you and your team at your convenience.

Sincerely,

Melissa McBride, Preconstruction Manager  
DeAngelis Diamond Construction in partnership with Magnum Builders

cc:  
Matt Wilson, Gresham Smith Partners  
Ben Raposa, Gresham Smith Partners  
Dominic Cacolici, TLC Engineering  
Ray Stacey, TLC Engineering  
Scott Beck, DeAngelis Diamond  
Bryan Trtan, DeAngelis Diamond  
Mike Baltzer, Magnum Builders  
Clint Riley, Magnum Builders

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

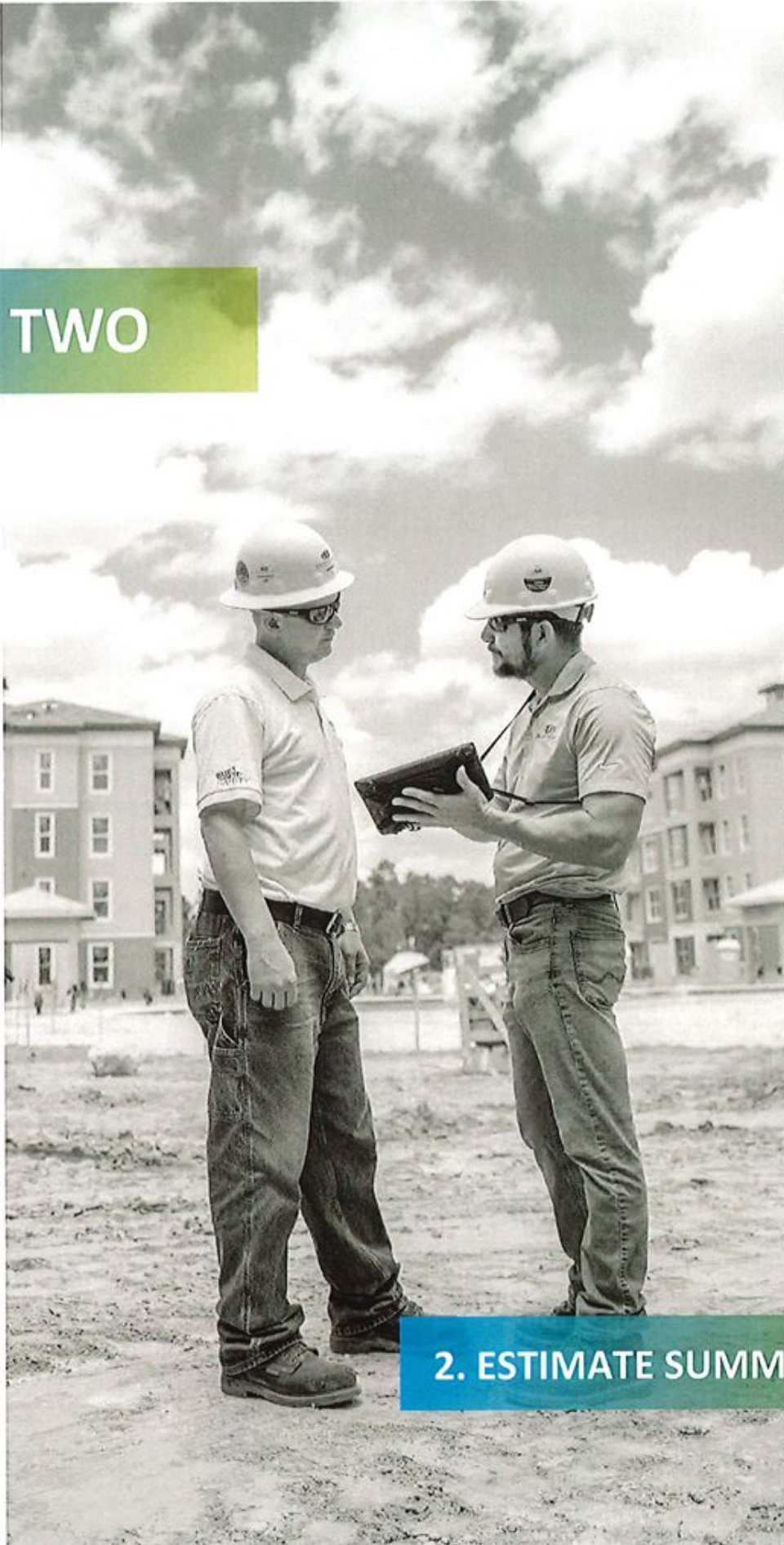
Nashville, TN  
615.922.3995

Detroit, MI  
248.513.6112

deangellisdiamond.com

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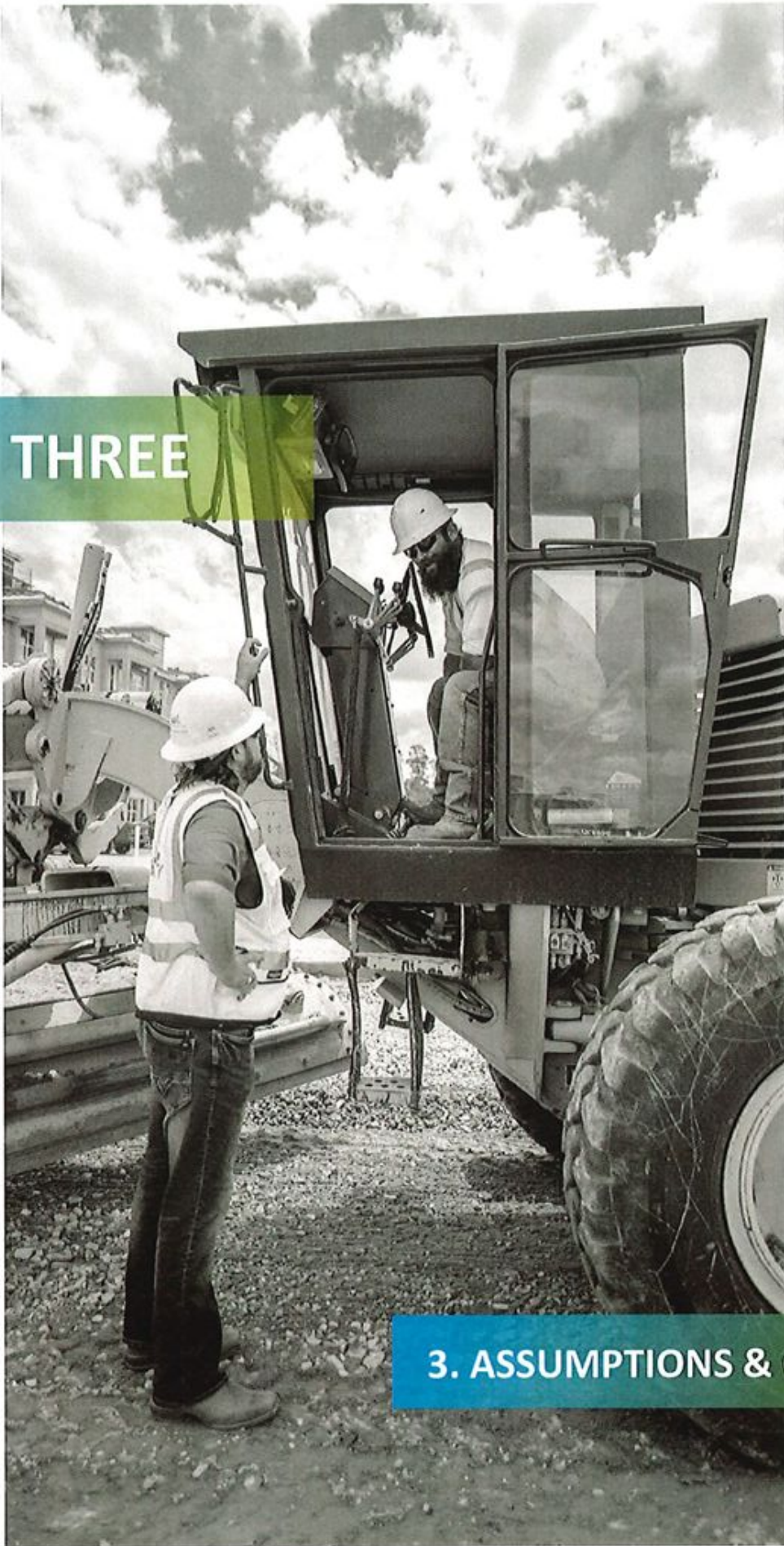
## 2. ESTIMATE SUMMARY



**SECTION #2**  
**ESTIMATE SUMMARY**  
 WP7 Fire Alarm Improvements GMP

WP-7 FIRE ALARM REPLACEMENT		
CODE	DESCRIPTION	GMP Estimate Total
01.01	General Conditions (Staffing)	\$ 39,738
01.02	General Requirements	\$ 8,894
28.01	Safety & Security	\$ 577,803
<b>DIRECT WORK SUBTOTAL</b>		<b>\$ 626,435</b>
SDI		NIC
CM Indeterminable Cost Estimate		\$ 17,601
Construction Manager Insurance		\$ 5,490
Construction Manager Fee		\$ 29,291
Construction Manager P & P Bond		\$ 6,857
Permit Allowance		NIC
<b>TOTAL COST</b>		<b>\$ 685,674</b>





THREE

3. ASSUMPTIONS & CLARIFICATION



The following are assumptions and clarifications that have been made in our proposal for WP7 Fire Alarm System Improvements, with plans and specifications prepared by Gresham Smith and TLC Engineering dated 03-17-23 and indexed in Section 05 of this proposal. No cost or time has been accounted for in the estimate to address any items identified as "excluded". Changes to the following will result in a modification to the estimate and may require revisions to the project schedule.

#### GENERAL CLARIFICATIONS

1. This proposal expires September 30, 2023.
2. The scope of work is for fire alarm improvements at the existing fire station, 1<sup>st</sup> floor, 2<sup>nd</sup> floor and 3<sup>rd</sup> floor of the airport facility.
3. Equipment availability changes daily and lead times are unpredictable. This GMP proposal is based upon timely execution of GMP amendment thus releasing the fire alarm subcontractor to commence with shop drawings and submittals so equipment and materials can be ordered.
4. This proposal assumes board approval, execution of GMP amendment, receipt of building permit and commencement of work and completion of work package to be concurrent with WP5 Ground Boarding Facility as some of our supervision and general requirements are already accounted for in WP5. Should the commencement of the project be delayed, recurring or prolonged delays occur beyond Construction Manager's control, thus extending completion beyond completion of WP5 GBF, CM reserves the right to revisit staffing and general requirements cost as they relate to WP7 Fire Alarm Improvements.
5. SMAA Fire Department is to be present for observation of all testing related to the fire alarm system.
6. SDI (Subcontractor Default Insurance) is excluded.

#### DIVISION 07 THERMAL & MOISTURE PROTECTION

1. Photos taken by DD staff member and the original structural drawings indicate a cast in place roof structure at the 3<sup>rd</sup> floor where new conduit will need to be installed for the new fire alarm system. Therefore, removal or patching of spray applied fireproofing is excluded.

#### DIVISION 09 FINISHES

1. Cutting, patching, repairs and painting are included where necessary at devices scheduled to be removed after testing of new FACP's and 3<sup>rd</sup> floor fire alarm is complete and accepted. This work is included with the fire alarm contractor.
2. Full removal and replacement of 3<sup>rd</sup> floor ceiling tile or gypsum finished ceilings is excluded. Ceiling finish to be removed and reinstalled or patched and finished as needed for installation of new conduit. Ceiling tiles requiring replacement at the 3<sup>rd</sup> floor shall be provided by SMAA from attic stock.

#### DIVISION 28 SAFETY & SECURITY

1. Subcontractor payment & performance bond is included.
2. (1) Fire Alarm permit package submission is included.
3. Fire alarm contractor shall prepare drawings and submittals to submit for permit to the AHJ. Should the AHJ require additional work above and beyond that shown in the bid documents enumerated herein, the additional work is excluded from this proposal.
4. CAD files to be provided by EOR for use by fire alarm contractor in producing as-builts. Shop drawings files will be provided in same file type as received from EOR.



**SECTION #3**  
**ASSUMPTIONS & CLARIFICATIONS**  
 WP7 Fire Alarm Improvements GMP

5. Devices per the allowance schedule on E001 are **excluded** from the GMP. Devices requiring replacement will be identified during the survey of existing devices. An itemized list and their associated unit price will be provided by the Fire Alarm subcontractor for Engineer and Owner approval.

**DEVICE UNIT PRICES:** Each device unit price is inclusive of all work associated with that device and described on E001 device allowance schedule. Unit prices are **exclusive** of Construction Manager's markups and any extended supervision, if necessary, and shall be added per contractual terms via contract amendment (change order).

- a. FA-1: (1) Speaker Strobe Devices=\$1,100 (each)
  - b. FA-2: (1) Smoke Detector Devices=\$1,000 (each)
  - c. FA-3: (1) Pull Stations=\$1,100 (each)
  - d. FA-4: (1) Visual Devices=\$800 (each)
  - e. FA-5: (1) Duct Detectors=\$2,500 (each)
  - f. FA-6: (1) Relay=\$1,200 (each)
6. The survey of existing devices will be performed concurrently with the commencement of shop drawings. Shop drawings will be completed once the field survey data is documented. Replacement of any devices found to be inoperable during the initial field survey will not be replaced at that time but will be replaced upon approval of submittals and shop drawings, coordination of enabling work required to replace each device type and receipt of materials. The quantity of materials needed for device replacement will not be known until the field survey is complete.
7. A pre-installation coordination meeting shall take place after the initial survey is complete. This coordination meeting shall also include development of a mutually agreed upon action plan by all stakeholders for any trouble or alarm signals.
8. Attic stock as required by specifications is included for 3<sup>rd</sup> floor fire alarm work only.
9. Testing of new panels and devices is included as required by specifications. Commissioning agent (CxA) and commissioning of new panels or devices is **excluded**. (REF: Email from TLC 7/25/23)
10. Testing and change over to new panels will likely need to be performed during night time hours, which is included in the GMP. CM and Fire Alarm contractor to coordinate with SMAA Fire Department.
11. Fire caulking is included at new fire alarm conduit penetrations in rated walls as required for the new conduits on Floor #3. New penetrations will be fire caulked with the same hour rating as stenciled on the fire rated wall. Submittals shall include product data from 3M for each rated wall type. This work is proposed to be performed by an experienced Fire Alarm contractor as penetrations are made. Fire caulking by third party is **excluded**.
12. Time and cost to fire caulk any existing fire alarm conduit penetrations are **excluded**.
13. This proposal includes new conduit for 3<sup>rd</sup> floor fire alarm work as per bid documents. The removal of existing wire and installation of new wire in existing conduits can be explored during site survey of existing devices and coordination with SMAA and SMAA Fire Department.
14. Unforeseen existing conditions are **excluded**.
15. An example copy of the post-contract maintenance contract from the proposed awardee is attached to our assumptions & clarifications. Construction Manager takes no responsibility for negotiating the post-contract maintenance agreement. The cost of post-maintenance agreement is **excluded** from this proposal.



**SECTION #3**  
**ASSUMPTIONS & CLARIFICATIONS**  
WP7 Fire Alarm Improvements GMP

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**OWNER FURNISHED ITEMS / EXCLUSIONS**

To further clarify the scope above, the following items are excluded or are by Owner. This is not intended to be a complete listing of owner costs.

1. Builders Risk Insurance, deductibles and buy-down policies.
2. Firewatch services during any shut-downs shall be provided by SMAA Fire Department at no cost to the CM or Fire Alarm contractor.
3. Off-site fees for parking or storage of materials for this work package.
4. Owner shall make available sufficient parking and space for the fire alarm contractor's staff and (1) small storage container for materials.
5. Hazardous materials assessments.
6. Construction Contract Administration Fees.

**END OF ASSUMPTIONS & CLARIFICATIONS**



Advancing Your Safety & Security

5810 Breckenridge Pkwy, Suite C
Tampa, FL 33610
EF20001593

Inspection / Alarm Monitoring / Maintenance Agreement

This Agreement, made this \_\_\_ day of \_\_\_ by and between Advanced Engineered Systems Corporation (hereinafter "AESC") and Sarasota Manatee Aviation Authority (SMAA) - SAMPLE PROPOSAL ONLY hereinafter called "PURCHASER".

- 1) Services Provided; AESC agrees to inspect or cause to be inspected, and/or maintained or cause to be maintained, and/or monitored or cause to be monitored during the term of this Agreement...
2) Payment Terms; It is therefore agreed for in consideration of such agreement that: PURCHASER agrees to pay AESC the Recurring Service charges listed herein...
3) AUTHORITY; PURCHASER represents and warrants that the person signing this Agreement has full power and authority to bind PURCHASER...
4) IT IS AGREED THAT NEITHER ADVANCED ENGINEERED SYSTEMS CORPORATION (AESC) NOR ANY THIRD PARTY DESIGNATED BY AESC WHICH PROVIDES SERVICE TO THE PURCHASER IS AN INSURER...

ADVANCED ENGINEERED SYSTEMS CORPORATION: PURCHASER: SAMPLE ONLY
BY: \_\_\_\_\_

BY (print): SAMPLE ONLY Title: \_\_\_\_\_ Purchased BY (signature): SAMPLE ONLY

BY (sign): \_\_\_\_\_ Date: \_\_\_\_\_ Name: \_\_\_\_\_ - Its (title) \_\_\_\_\_ Date Executed \_\_\_\_\_

This Agreement is not binding until executed by an Authorized Representative of Advanced Engineered Systems Corp.

ADVANCED Engineered Systems Corporation
Phone 813-621-7131 \* ADVANCEDsafety@AES-FireSolutions.com



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5) Service Description: the following service(s) are provided for herein when selected in the checkbox below:

Testing / Inspection: [checked] Maintenance/Application Software Support: [checked] Monitoring: [checked]

Advanced Engineered Systems Corporation will provide, or cause to be provided, the following fire alarm system monitoring services:
A) Monitoring: Annual NOTIFIER Fire Alarm System Monitoring of the Purchaser's owned equipment (subscriber owned equipment) via Cellular signal transmission technology utilizing a Honeywell CLSS Gateway (Connected Life Safety Services) - \$980.00 (plus tax). Includes only the monitoring of the NOTIFIER Network connected Fire Alarm Systems only (Main Terminal, Concourse B, & New Fire Station NOTIFIER Systems).
B) CLSS Service: CLSS services allow a facility manager to receive Fire Alarm System notifications remotely (on an iOS or Android device with CLSS App). The CLSS App subscription is included with the the Annual Fire Alarm System Monitoring service.
Advanced Engineered Systems Corporation will provide, or cause to be provided, the following fire alarm system Testing & Inspection services:
C) Annual Fire Alarm System Test & Inspection - \$5,725.00 (plus tax if applicable).
D) Semi-Annual Fire Alarm System Test & Inspection - \$2,700.00 (plus tax if applicable).
E) Annual Duct Smoke Detector Pressure Differential Testing - \$2,526.00 (plus tax if applicable).
F) Biennial Smoke Detector Sensitivity Testing - \$1,360.00 (plus tax).
\*Biennial Detector Sensitivity Testing will be completed beginning ~ 2026 and only invoiced on EVEN numbered years thereafter.
G) QUOTED STANDARD BUSINESS HOURS Service Rates - \$150.00/hour with a 2-hour minimum, plus vehicle surcharge of \$75.00/service call.
H) QUOTED EMERGENCY/AFTER HOURS Service Rates - \$225/hour with a 4-hour minimum, plus vehicle surcharge of \$75.00/service call.
I) Discount of LIST PRICES from NOTIFIER (Honeywell) - AESC will provide a DISCOUNT of 27% off of the Manufacturer's LIST Prices for NOTIFIER devices and equipment during the the term of this agreement.

6) PURCHASER does not desire this contract to provide for full liability of AESC or any such third party and agrees that AESC and any such third party shall be exempt from liability for loss or damage due directly or indirectly to occurrences, or consequences therefrom, which the service is designed to detector or avert.; that if AESC or any such third party should be found liable for loss or damage due to a failure of service in any respect, its liability shall be limited to 10% of the value of annual service charge or \$500, whichever is greater, and that the provisions of this paragraph shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to person or property from performance or nonperformance of obligations. Purchaser shall look exclusively to its insurer and not to AESC to pay customer in the event of any such loss, damage or injury. Purchaser releases and waives for itself and its insurer all subrogation and other rights to recover from AESC arising as a result of paying any claim for loss, damage or injury of customer or another person.

PURCHASER IS HEREBY GIVEN AN ABSOLUTE AND UNEQUIVOCAL OPTION TO REQUIRE AESC TO ASSUME LIABILITY BEYOND THAT INDICATED ABOVE. IF THE PURCHASER EXERCISES SUCH OPTION, A RIDER TO THIS CONTRACT WILL BE ENTERED INTO AND SIGNED BY THE PARTIES HERE PROVIDING FOR THE EXTENT OF AESC'S ADDITIONAL LIABILITY IN CONSIDERATION FOR WHICH THE PURCHASER AGREES TO PAY AESC ADDITIONAL SERVICE CHARGES SPECIFIED IN THE RIDER WHICH SHALL BE CONSONANT WITH AESC'S ADDITIONAL COST OF OBTAINING LIABILITY INSURANCE COVERING THE FULL SCOPE OF LIABILITY REQUESTED BY THE PURCHASER, IN WHICH EVENT THE CLAUSE ABOVE WILL BE NULL AND VOID, PROVIDED, HOWEVER THAT SUCH ADDITIONAL OBLIGATION SHALL IN NO WAY BE INTERPRETED TO HOLD AESC AS AN INSURER.

CLIENT INITIALS \_\_\_\_\_

ADVANCED Engineered Systems Corporation
Phone 813-621-7131 \* ADVANCEDsafety@AES-FireSolutions.com



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Tampa, FL 33610  
EF20001593**

- 7) **ACCESS;** By executing this agreement, PURCHASER authorizes and empowers AESC and its agents and assigns to access and install the System or equipment or to provide any Services required hereunder at and for PURCHASER's Premises. AESC assumes no liability for any delay in the installation of the System or equipment or for interruption of Service resulting from PURCHASER's apparent or actual absence from the Premises or any other cause beyond AESC's control including, but not limited to, delays caused resulting from or contributed to by strikes, fires, power failures, lack of telephone services, and acts of God.
  
- 8) **LIMITED WARRANTY;** In the event a System and/or equipment is purchased or installed hereunder, said System and/or equipment shall be free from defects in workmanship or materials for a period of ninety (90) days from the date of purchase or installation, whichever is later, unless otherwise indicated. AESC shall replace or repair at its sole discretion such defective System or equipment at its own expense, except that Purchaser shall pay all shipping, insurance and similar charges incurred in connection with the repair or replacement of the defective system or equipment. This warranty does not include: Damage resulting from accidents, acts of God, alterations, misuse, lightning, war, terrorism, tampering or abuse to any System or its components, trouble in telephone lines, trouble due to interruption of commercial power, Batteries and power supplies, or Thermal printer ribbon replacements and adjustments.  
  
This warranty is void in case of abuse, misuse, abnormal use, repair by unauthorized persons, or if AESC determines that the System or any equipment is/are not operating properly as a result of causes other than poor workmanship or defective materials. This warranty gives Purchaser specific legal rights that may vary from state to state. **THIS WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED. IT BEING UNDERSTOOD THAT ALL SUCH OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXPRESSLY EXCLUDED. IN NO EVENT SHALL AESC BE LIABLE TO PURCHASER FOR ANY DIRECT, COLLATERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH PURCHASER'S USE OF THE SYSTEM OR COMPONENT EQUIPMENT, OR FOR ANY OTHER CAUSE WHATSOEVER RELATING TO THE SYSTEM OR COMPONENT EQUIPMENT. AESC HAS GIVEN NO OTHER WARRANTY.**
  
- 9) **ASSIGNMENT;** This Agreement is assignable by PURCHASER with written consent by AESC and a signed AESC agreement by the party who is assuming the obligations for PURCHASER. This agreement or any portion thereof is assignable by AESC at its sole option.
  
- 10) **MONITORING INDEMNIFICATION;** Any Monitoring Services provided hereunder are provided by Emergency 24 or United Central Control "UCC", whichever applicable, and PURCHASER specifically agrees that such Monitoring Services are subject to the separate terms and conditions set forth in the Signal Monitoring Agreement of Emergency 24 or United Central Control "UCC", whichever applicable, a copy of which has been provided to PURCHASER. PURCHASER acknowledges and agrees that (i) PURCHASER has received a copy of such separate terms and conditions; (ii) PURCHASER agrees to be bound by such terms and conditions; (iii) AESC is not responsible for any actions or failures to act committed by Emergency 24 or United Central Control "UCC", whichever applicable, in connection with such monitoring services; (iv) any claim PURCHASER may have with respect to such monitoring services shall be brought against Emergency 24 or United Central Control "UCC", whichever applicable, and not against AESC; and (v) AESC IS HEREBY RELEASED FROM (AND PURCHASER SHALL INDEMNIFY AND HOLD AESC HARMLESS FROM) ANY CLAIMS, SUITS, ACTIONS AND DEMANDS WHATSOEVER, IN LAW OR IN EQUITY, THAT PURCHASER OR ANY OTHER PERSON OR ENTITY CLAIMING THROUGH PURCHASER MAY HAVE AGAINST AESC IN CONNECTION WITH MONITORING PROVIDED BY EMERGENCY 24 or UNITED CENTRAL CONTROL "UCC", WHICHEVER APPLICABLE.  
  
Upon termination of monitoring services for any reason, PURCHASER agrees to pay AESC at prevailing rates to disconnect and/or render the System incapable of communicating with its monitoring center. If PURCHASER prevents AESC from exercising its right under this section, PURCHASER agrees to pay the sum of (\$50.00) for each signal from the premises received by the monitoring, plus all damages, losses, cost of expenses including, without limitation, actual attorneys' fees and court cost incurred by AESC in any action at law or in equity arising out of receipt of such signals or to render System incapable of communicating with AESC's monitoring center.
  
- 11) **TESTING AND INSPECTION;** Where TESTING AND INSPECTION Service is furnished, as part of such inspections and at the time such inspections are made, AESC will advise PURCHASER of any maintenance or repairs necessary and/or will make all required adjustments of the equipment or apparatus necessary for its proper operation. Unless covered under a limited warranty or *Gold or Silver Service Plan*, PURCHASER understands and hereby agrees that all necessary labor, maintenance, repairs, and replacement parts and materials provided by AESC shall be paid for by PURCHASER to AESC on a time and materials basis at AESC's then prevailing labor and material rates.
  
- 12) **PURCHASER SAFEGUARD REQUIREMENTS;** The PURCHASER agrees that unless authorized by AESC in writing, no person including PURCHASER will be permitted to alter, attach to, remove or tamper with the System or any equipment, *which is covered under this Agreement*, and the PURCHASER will at all times safeguard the equipment against loss or damage. If the PURCHASER permits any other persons to alter, attach to, remove or tamper with AESC's equipment the PURCHASER at AESC's option agrees to pay AESC the full retail value of said System upon receipt of invoice. PURCHASER is responsible for insuring system for its full replacement value with AESC named as lost payee, until system is paid in full.
  
- 13) In the event this document is being referenced by another document by name or number, or is referenced by attachment, or annexation (whether by an exhibit, attachment, or scope of work), the terms and conditions herein shall control in the event of a dispute with the terms of the referencing document.

CLIENT INITIALS \_\_\_\_\_

**ADVANCED Engineered Systems Corporation**  
**Phone 813-621-7131 \* ADVANCEDsafety@AES-FireSolutions.com**



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Tampa, FL 33610  
EF20001593**

- 14) **INSPECTION;** In the event inspection service is being provided hereunder, AESC will inspect the devices/system listed under paragraph no. 5 by the frequency indicated.
- 15) **RATE INCREASES;** PURCHASER agrees that AESC may increase or decrease the charge(s) for AESC Services provided in this agreement at any time or times after the expiration of one year. It is understood and agreed by the PURCHASER that said increase shall not exceed 5% or the prevailing inflation rate measured by the Consumer Price Index, whichever is the greater. In the event a higher than stated rate increase is proposed by AESC, then AESC must give PURCHASER written notice 30 days in advance of the effective date of such increase. The PURCHASER may notify AESC in writing within (20) days of the effective date of such increase of PURCHASER's intention not to accept said increase at which time AESC may elect to modify or adhere to said increase. If AESC elects to adhere to said increase, PURCHASER may terminate services without penalty and AESC may remove all Equipment owned by AESC.
- 16) **OTHER FEES;** PURCHASER shall be responsible for any fees for permits and / or electrical inspections required by the municipality where PURCHASER is located unless specified in the Schedule of Installation / Equipment. In addition to the charges referenced herein, PURCHASER agrees to pay any false alarm assessments, license requirements, taxes, fees or charges that are imposed by any government body relating to the installation or service provided under this Agreement, including any increase in charges to AESC for any telephone or other facilities required for transmission of signals under this Agreement. These charges shall be due and payable upon receipt of invoice by PURCHASER.
- 17) **REMEDIES FOR BREACH;** Upon violations or breach by PURCHASER of any of the covenants or agreements herein contained or in the event of a failure to meet a scheduled payment of any of the charges due and payable by PURCHASER for this installation and/or AESC services, AESC may, at its option, and without notice, suspend all or part of the services hereunder and render any Equipment inoperative and remove any and all of its Equipment from the PURCHASER's premises. The suspension, removal or rendering inoperative of any services or Equipment, shall not be held to constitute a waiver of the rights of AESC to collect all charges then accrued or thereafter accruing including the complete remaining balance of the agreement plus court cost, actual attorney fees incurred, and interest at 1.5% per month. The entire unpaid indebtedness, as described in this paragraph, shall at the option of AESC, become immediately due and payable. AESC shall have the right to confess judgment for the entire amount of the contract price plus all finance charges, if any, court cost, actual attorney fees incurred, in collection and interest, and PURCHASER hereby irrevocably authorizes any prothonotary, clerk of the court of attorney to appear for and confess judgment against PURCHASER in favor of AESC pursuant to the courts rules of civil procedure and with prior notice to PURCHASER. In the event of default of PURCHASER, AESC shall have the right to enter and confess judgment in conversion and / or replevin for immediate possession of its equipment. The PURCHASER hereby irrevocably authorizes any prothonotary, clerk of the court or attorney to appear for and confess judgment against PURCHASER in favor of AESC in any action conversion and/or replevin instituted by AESC to recover possession of its equipment for which an affidavit of default by AESC and this agreement shall be his sufficient warrant. Upon the entry of judgment and conversion and/or replevin for possession a writ of possession may issue forth with, without bond and without any prior writ or proceedings whatsoever. The prevailing party to any legal dispute arising hereby shall be entitled to attorneys' fees and costs.
- 18) **CHANGES;** In the event any authority requires changes in the premises, or the PURCHASER by his own act or acts, makes changes in the way of remodeling or otherwise, and such changes necessitate work on the part of AESC by way of repairs, relocation or otherwise, PURCHASER shall pay for said work in accordance with AESC's prevailing rates on a time and material basis for such work and such additional annual service charges as applicable.
- 19) **NOTICE;** All notices required or permitted hereunder shall be sent by first class mail, sufficient postage prepaid, addressed to the respective addresses for the parties set forth in the heading of this Agreement, or to such other address as AESC or shall notify the other in writing.
- 20) **GOVERNING LAW AND VENUE;** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to any conflict of law provisions there under. PURCHASER expressly agrees and consents to the exclusive jurisdiction of the federal and state courts located in Tampa, Florida with respect to all disputes arising from or related to this Agreement.
- 21) **SEVERABILITY;** In any provision of this Agreement or its related terms and conditions are deemed to be inoperative as a matter of law, such provision shall be deemed severed and the parties will be bound by all remaining portions and provisions which will remain intact and have full force and effect.
- 22) **MAINTENANCE;** In the event maintenance service is being provided hereunder, Purchaser represents that the system to be maintained is in good condition and operating order on the commencement date hereof. To extent it is found that said system is not in good condition and/or working order, Purchaser authorizes AESC to make necessary repairs on a time and material basis, in addition to the charges set forth in paragraph 2 hereof. Purchaser must provide any codes for software or other equipment needed to maintain the system. If the system is found not to be in good operating/working order, this Agreement will not become effective until all deficiencies with the system are corrected and the system is operable. Purchaser shall not be billed for any costs to repair equipment listed in Paragraph No. 5, damaged due to normal wear and tear or manufacturer's defects. This Agreement excludes the equipment replacement costs of batteries, auxiliary/UPS power supplies, printer toner and/or ink, and printer paper, modems and/or routers.
- 23) The parties agree that there are no third party beneficiaries of this Agreement.

CLIENT INITIALS \_\_\_\_\_

**ADVANCED Engineered Systems Corporation**  
**Phone 813-621-7131 \* ADVANCEDsafety@AES-FireSolutions.com**



**SARASOTA MANATEE AIRPORT AUTHORITY  
DEMONSTRATION OF GOOD FAITH EFFORTS TO OBTAIN DBE PARTICIPATION**

**This Form and the information that it requires to be submitted are only applicable if DBE FORM 1 does NOT demonstrate that the Bidder has obtained DBE participation commitments from DBE subcontractors sufficient to meet the established DBE Contract Goal.**

<b>PROJECT:</b> WP7 Fire Alarm System Improvements
<b>CONTRACT:</b> Sarasota Terminal Expansion
<b>PRIME CONTRACTOR:</b> DeAngelis Diamond Construction

In order for a bid submission to be considered responsive to this Request for Bids, Bidder must demonstrate Good Faith Efforts to meet the DBE Contract Goal established by the Sarasota Manatee Airport Authority (SMAA) for this contract. The Bidder can meet the DBE requirements of this Request for Bids in either of two ways:

1. The Bidder can meet the goal, documenting sufficient commitments for participation by DBE subcontracting firms using DBE FORM 1.
2. If the Bidder is unable to meet the established DBE Contract Goal by obtaining sufficient commitments from DBE subcontracting firms, the Bidder must fully document that sufficient Good Faith Efforts were made to obtain those commitments.

**If the Bidder intends to meet the DBE requirements of this Request for Bids using method 2. above, the Bidder must complete Attachment A to this DBE FORM 3 and include with its bid submittal complete documentation demonstrating that it took all necessary and reasonable actions to achieve DBE participation sufficient to meet the DBE Contract Goal and that the scope, intensity, and appropriateness of the actions taken could reasonably have been expected to have resulted in sufficient DBE participation.**

As outlined in the SMAA's DBE Program, the sufficiency of the efforts made by the Bidder will initially be determined by SMAA's DBE Liaison, with an opportunity for an appeal of a negative determination. The evaluation of the Bidder's efforts will consider the quality, quantity, and intensity of the different kinds of efforts that the Bidder has made, as well as the performance of other bidders in meeting the DBE Contract Goal for this contract. The efforts employed by the Bidder should be those that one could reasonably expect a Bidder to take if the Bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE Contract Goal.

The following is a list of some types of actions that a Bidder should consider taking to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive:

1. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising, written notices, telephone or email contact) the interest of all certified DBEs who have the capability to perform the work of the contract. Bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The Bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

2. Selecting appropriate portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
3. Providing interested DBEs with information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
4. Negotiating in good faith with interested DBEs. It is the Bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why agreements could not be reached for DBEs to perform the work. A Bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a Bidder's failure to meet the DBE Contract Goal, as long as such costs are reasonable. Also, the ability or desire of a Bidder to perform the work of a contract with its own organization does not relieve the Bidder of the responsibility to make Good Faith Efforts. Bidders are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
5. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The subcontractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the Bidder's efforts to meet the DBE Contract Goal.
6. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
7. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
8. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

**SARASOTA MANATEE AIRPORT AUTHORITY  
 DEMONSTRATION OF GOOD FAITH EFFORTS TO OBTAIN DBE PARTICIPATION  
 ATTACHMENT A - CERTIFICATION**

The intent of this certification is to assist in documenting the good faith efforts in which the Bidder engaged to obtain DBE participation in those instances where the Bidder was unable to obtain commitments from DBE subcontractors sufficient to meet the established DBE Contract Goal. The certification form itself should be supplemented with supporting documentation evidencing the efforts described on the form as well as any other efforts made which are not specifically described on the certification form.

**Notifying DBE Firms of Contracting Opportunities**

In the table below, indicate which firms received written (mail, email or courier) notification of work items to be subcontracted. In the appropriate space also indicate when firms received subsequent telephone solicitations. Please attach additional pages(s) so that all companies contacted are listed. Attach photocopies of all written solicitations to DBE firms.

Name of DBE Contractor Contacted	Date of Written Notification	E-mail Address	Telephone Number	Date of Telephone Notification

**Identifying Subcontract Work Items**

Which portions of the contract proposal, in terms of the nature of work, were selected to be subcontracted to DBE firms? (Attach additional pages if necessary.)

N/A-Fire alarm bidders were required to be certified Notifier installers and of the local certified Notifier installers, none were DBE certified. We did encourage Fire Alarm contractors to solicit DBE entities where possible.

**Providing DBE's With Assistance**

Explain any efforts undertaken to provide DBE firms with information about project plans, specifications and requirements of the contract. (Attach additional pages if necessary.)

Describe any efforts undertaken to assist interested DBE firms in obtaining bonding, lines of credit, or insurance required for this contract. (Attach additional pages if necessary.)

N/A-Fire alarm bidders were required to be certified Notifier installers and of the local certified Notifier installers, none were DBE certified. We did encourage Fire Alarm contractors to solicit DBE entities where possible.

Describe any other efforts initiated to provide special assistance to DBE firms interested in participating in the project or other special services used in order to foster DBE participation. (Attach additional pages if necessary.)

N/A-Fire alarm bidders were required to be certified Notifier installers and of the local certified Notifier installers, none were DBE certified. We did encourage Fire Alarm contractors to solicit DBE entities where possible.

**Negotiating with DBEs in Good Faith**

Submit copies of all quotes received from DBEs and provide a brief explanation of why these DBE project quotes were rejected. Submit copies of non-DBE quotes that were used instead of the rejected DBE quotes.

I certify that I have utilized comprehensive "good faith" efforts to solicit and utilize DBE firms to meet the DBE participation requirements of this contract proposal, as demonstrated by my responses above.

I further certify that the information given in this Certificate of Good Faith Efforts is true and correct to the best of my knowledge and belief.

I understand that any willful falsification, fraudulent statement or misrepresentation will result in appropriate sanctions, which may involve debarment and/or prosecution under applicable Federal laws.

DeAngelis Diamond Construction

**Name of Bidding Firm**

*Melissa McBride*

**Authorized Signature and Date**

Melissa McBride, Preconstruction Manager

**Printed Name & Title of Authorized Signer**

**SARASOTA MANATEE AIRPORT AUTHORITY  
DEMONSTRATION OF GOOD FAITH EFFORTS TO OBTAIN DBE PARTICIPATION**

**This Form and the information that it requires to be submitted are only applicable if DBE FORM 1 does NOT demonstrate that the Bidder has obtained DBE participation commitments from DBE subcontractors sufficient to meet the established DBE Contract Goal.**

**PROJECT: WP-7 FIRE ALARM REPLACEMENT-UPGRADES, SARASOTA AIRPORT (SRQ) TERMINAL EXPANSION**

**CONTRACT:**

**PRIME CONTRACTOR:** Advanced Engineered Systems Corporation

In order for a bid submission to be considered responsive to this Request for Bids, Bidder must demonstrate Good Faith Efforts to meet the DBE Contract Goal established by the Sarasota Manatee Airport Authority (SMAA) for this contract. The Bidder can meet the DBE requirements of this Request for Bids in either of two ways:

1. The Bidder can meet the goal, documenting sufficient commitments for participation by DBE subcontracting firms using DBE FORM 1.
2. If the Bidder is unable to meet the established DBE Contract Goal by obtaining sufficient commitments from DBE subcontracting firms, the Bidder must fully document that sufficient Good Faith Efforts were made to obtain those commitments.

If the Bidder intends to meet the DBE requirements of this Request for Bids using method 2. above, the Bidder must complete Attachment A to this DBE FORM 3 and include with its bid submittal complete documentation demonstrating that it took all necessary and reasonable actions to achieve DBE participation sufficient to meet the DBE Contract Goal and that the scope, intensity, and appropriateness of the actions taken could reasonably have been expected to have resulted in sufficient DBE participation.

As outlined in the SMAA's DBE Program, the sufficiency of the efforts made by the Bidder will initially be determined by SMAA's DBE Liaison, with an opportunity for an appeal of a negative determination. The evaluation of the Bidder's efforts will consider the quality, quantity, and intensity of the different kinds of efforts that the Bidder has made, as well as the performance of other bidders in meeting the DBE Contract Goal for this contract. The efforts employed by the Bidder should be those that one could reasonably expect a Bidder to take if the Bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE Contract Goal.

The following is a list of some types of actions that a Bidder should consider taking to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive:

1. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising, written notices, telephone or email contact) the interest of all certified DBEs who have the capability to perform the work of the contract. Bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The Bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

DBE FORM 3

2. Selecting appropriate portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
3. Providing interested DBEs with information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
4. Negotiating in good faith with interested DBEs. It is the Bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why agreements could not be reached for DBEs to perform the work. A Bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a Bidder's failure to meet the DBE Contract Goal, as long as such costs are reasonable. Also, the ability or desire of a Bidder to perform the work of a contract with its own organization does not relieve the Bidder of the responsibility to make Good Faith Efforts. Bidders are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
5. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The subcontractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the Bidder's efforts to meet the DBE Contract Goal.
6. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
7. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
8. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

**SARASOTA MANATEE AIRPORT AUTHORITY  
 DEMONSTRATION OF GOOD FAITH EFFORTS TO OBTAIN DBE PARTICIPATION  
 ATTACHMENT A - CERTIFICATION**

The intent of this certification is to assist in documenting the good faith efforts in which the Bidder engaged to obtain DBE participation in those instances where the Bidder was unable to obtain commitments from DBE subcontractors sufficient to meet the established DBE Contract Goal. The certification form itself should be supplemented with supporting documentation evidencing the efforts described on the form as well as any other efforts made which are not specifically described on the certification form.

**Notifying DBE Firms of Contracting Opportunities**

In the table below, indicate which firms received written (mail, email or courier) notification of work items to be subcontracted. In the appropriate space also indicate when firms received subsequent telephone solicitations. Please attach additional pages(s) so that all companies contacted are listed. Attach photocopies of all written solicitations to DBE firms.

Name of DBE Contractor Contacted	Date of Written Notification	E-mail Address	Telephone Number	Date of Telephone Notification
Erwin Electric	6/09/2023	earcher@erwinelectric.com	727-667-1322	6/05/2023

**Identifying Subcontract Work Items**

Which portions of the contract proposal, in terms of the nature of work, were selected to be subcontracted to DBE firms? (Attach additional pages if necessary.)

Electrical Contractor construction of Fire Alarm Raceways i.e. Conduits, fittings, connectors, back boxes, etc.

**Providing DBE's With Assistance**

Explain any efforts undertaken to provide DBE firms with information about project plans, specifications and requirements of the contract. (Attach additional pages if necessary.)

Discussed the project with Erwin Electric, however Erwin Electric has decided not to pursue work south of Hillsborough County.

Describe any efforts undertaken to assist interested DBE firms in obtaining bonding, lines of credit, or insurance required for this contract. (Attach additional pages if necessary.)

N/A

Describe any other efforts initiated to provide special assistance to DBE firms interested in participating in the project or other special services used in order to foster DBE participation. (Attach additional pages if necessary.)

N/A

**Negotiating with DBEs in Good Faith**

Submit copies of all quotes received from DBEs and provide a brief explanation of why these DBE project quotes were rejected. Submit copies of non-DBE quotes that were used instead of the rejected DBE quotes.

No quotes received.

I certify that I have utilized comprehensive "good faith" efforts to solicit and utilize DBE firms to meet the DBE participation requirements of this contract proposal, as demonstrated by my responses above.

I further certify that the information given in this Certificate of Good Faith Efforts is true and correct to the best of my knowledge and belief.

I understand that any willful falsification, fraudulent statement or misrepresentation will result in appropriate sanctions, which may involve debarment and/or prosecution under applicable Federal laws.

Advanced Engineered Systems Corporation

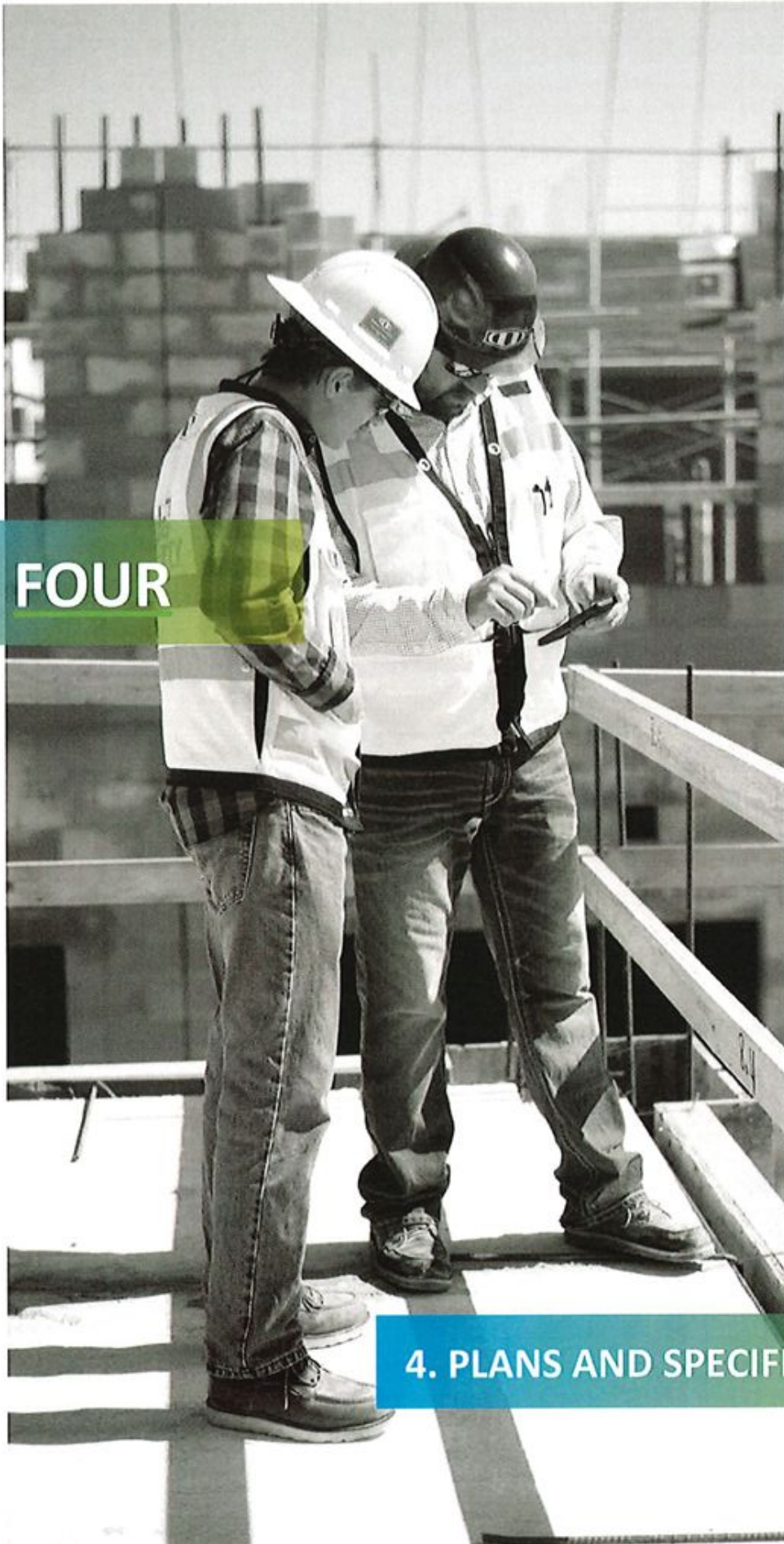
\_\_\_\_\_  
Name of Bidding Firm

\_\_\_\_\_  
Authorized Signature and Date

Scott C. Ruhmel, VP & Assistant Treasurer

\_\_\_\_\_  
Printed Name & Title of Authorized Signer





**FOUR**

**4. PLANS AND SPECIFICATIONS LOGS**



**SECTION #4**  
**PLANS AND SPECIFICATIONS LOG**  
 WP7 Fire Alarm Improvements GMP

**PLANS ENUMERATION**

Sheet Number	Sheet Title	Issuance Date
	<b>GENERAL INFORMATION &amp; LIFE SAFETY</b>	
G000	COVER	3/17/2023
	<b>ELECTRICAL</b>	
E001	LEVEL 1 FIRE ALARM LEGEND, NOTES AND DRAWING LIST PROPOSAL 2	3/17/2023
E002	ELECTRICAL FIRE ALARM SITE PLAN	3/17/2023
E003	OVERALL SCOPE OF WORK	3/17/2023
E103Z2	LEVEL 3 PART Z2 FIRE ALARM DEMOLITION PLAN	3/17/2023
E201B1	LEVEL 1 PART B1 FIRE ALARM NEW CONSTRUCTION PLAN	3/17/2023
E201B2	LEVEL 1 PART B2 FIRE ALARM NEW CONSTRUCTION PLAN	3/17/2023
E201B4	LEVEL 1 PART B3 FIRE ALARM NEW CONSTRUCTION PLAN	3/17/2023
E201D1	LEVEL 1 PART D1 FIRE ALARM NEW CONSTRUCTION PLAN	3/17/2023
E201F1	LEVEL 1 PART F1 FIRE ALARM NEW CONSTRUCTION PLAN	3/17/2023
E201F2	LEVEL 1 PART F2 FIRE ALARM NEW CONSTRUCTION PLAN	3/17/2023
E201F3	LEVEL 1 PART F3 FIRE ALARM NEW CONSTRUCTION PLAN	3/17/2023
E201Z1	LEVEL 1 PART Z1 FIRE ALARM NEW CONSTRUCTION PLAN	3/17/2023
E201Z2	LEVEL 1 PART Z2 FIRE ALARM NEW CONSTRUCTION PLAN	3/17/2023
E202B1	LEVEL 2 PART B1 FIRE ALARM NEW CONSTRUCTION PLAN	3/17/2023
E202B2	LEVEL 2 PART B2 FIRE ALARM NEW CONSTRUCTION PLAN	3/17/2023
E202B3	LEVEL 2 PART B3 FIRE ALARM NEW CONSTRUCTION PLAN	3/17/2023
E202Z1	LEVEL 2 PART Z1 FIRE ALARM NEW CONSTRUCTION PLAN	3/17/2023
E202Z2	LEVEL 2 PART Z2 FIRE ALARM NEW CONSTRUCTION PLAN	3/17/2023
E203Z2	LEVEL 3 PART Z2 FIRE ALARM NEW CONSTRUCTION PLAN	3/17/2023
E401	ENLARGED NEW CONSTRUCTION PLANS	3/17/2023
E701	FIRE ALARM RISER DIAGRAM	3/17/2023
E702	NOTIFICATION ZONES	3/17/2023
	<b>END OF PLANS LOG</b>	

Sarasota Bradenton International Airport  
Terminal Expansion Project  
Gresham Smith Project No.: 45192.00

**PROJECT MANUAL**  
**Table of Contents – Volumes 1 & 2**

**DIVISION 00 DOCUMENTS – PROCUREMENT AND CONTRACTING REQUIREMENTS**

Section Number	Section Name	WP-7	First Issue Date	Latest Revision Date
00 0110	<b>Table of Contents – Volumes 1 &amp; 2</b>	<input checked="" type="checkbox"/>	04.22.22	<b>03.10.23</b>
00 7300	Supplementary Conditions	<input checked="" type="checkbox"/>	04.22.22	
	SMAA Airport Safety & Security Procedures	<input checked="" type="checkbox"/>	04.22.22	
	Federal Requirements	<input checked="" type="checkbox"/>	04.22.22	09.16.22
	Construction Safety and Phasing Plan	<input checked="" type="checkbox"/>	09.02.22	
	General Contract Provisions (FAA Advisory Circular 150/5370-10H) <i>[See below]</i>	<input checked="" type="checkbox"/>	04.22.22	09.02.22
	General Construction Items (FAA Advisory Circular 150/5370-10H) <i>[See below]</i>	<input checked="" type="checkbox"/>	09.02.22	

**GENERAL CONTRACT PROVISIONS**

Section Number	Section Name	WP-7	First Issue Date	Latest Revision Date
10	Definition of Terms	<input checked="" type="checkbox"/>	04.22.22	
20	Proposal Requirements and Conditions	<input checked="" type="checkbox"/>	09.02.22	
30	Award and Execution of Contract	<input checked="" type="checkbox"/>	09.02.22	
40	Scope of Work	<input checked="" type="checkbox"/>	04.22.22	
50	Control of Work	<input checked="" type="checkbox"/>	04.22.22	
60	Control of Materials	<input checked="" type="checkbox"/>	04.22.22	
70	Legal Relations and Responsibility to Public	<input checked="" type="checkbox"/>	09.02.22	
80	Execution and Progress	<input checked="" type="checkbox"/>	09.02.22	
90	Measurement and Payment	<input checked="" type="checkbox"/>	09.02.22	
130	Contractor's Responsibilities for Operational Safety on Airports During Construction	<input checked="" type="checkbox"/>	04.22.22	

**Sarasota Bradenton International Airport  
Terminal Expansion Project  
Gresham Smith Project No.: 45192.00**

**GENERAL CONSTRUCTION ITEMS**

Item Number	Section Name	WP-7	First Issue Date	Latest Revision Date
C-100	Contractor Quality Control Program (CQCP)	<input checked="" type="checkbox"/>	09.02.22	
C-102	Temporary Air & Water Pollution, Soil Erosion, & Stability Control	<input checked="" type="checkbox"/>	09.02.22	
C-105	Mobilization	<input checked="" type="checkbox"/>	09.02.22	
C-110	Method of Estimating Percentage of Material Within Specification Limits (PWL)	<input checked="" type="checkbox"/>	09.02.22	

**DIVISION 01 – GENERAL REQUIREMENTS**

Section Number	Section Name	WP-7	First Issue Date	Latest Revision Date
01 0000	General Requirements	<input checked="" type="checkbox"/>	04.22.22	
01 1315	Phasing of Work	<input checked="" type="checkbox"/>	04.22.22	
01 2500	Substitution Procedures	<input checked="" type="checkbox"/>	04.22.22	
01 2501.01	Substitution Request Form	<input checked="" type="checkbox"/>	04.22.22	
01 2600	Contract Modification Procedures	<input checked="" type="checkbox"/>	04.22.22	
01 2900	Payment Procedures	<input checked="" type="checkbox"/>	04.22.22	
01 3100	Project Management and Coordination	<input checked="" type="checkbox"/>	04.22.22	
01 3233	Photographic Documentation	<input checked="" type="checkbox"/>	04.22.22	
01 3300	Submittal Procedures	<input checked="" type="checkbox"/>	04.22.22	
01 3516	Alteration Project Procedures	<input checked="" type="checkbox"/>	04.22.22	
01 3517	Interim Life Safety Measures	<input checked="" type="checkbox"/>	04.22.22	
01 4000	Quality Requirements	<input checked="" type="checkbox"/>	04.22.22	
01 4216	Definitions	<input checked="" type="checkbox"/>	04.22.22	
01 4519	Uncovering and Correction of Work	<input checked="" type="checkbox"/>	04.22.22	
01 5000	Temporary Facilities and Controls	<input checked="" type="checkbox"/>	04.22.22	
01 5100	Temporary Utilities	<input checked="" type="checkbox"/>	04.22.22	
01 5213	Field Offices and Sheds	<input checked="" type="checkbox"/>	04.22.22	
01 5500	Vehicular Access and Parking	<input checked="" type="checkbox"/>	04.22.22	
01 6000	Product Requirements	<input checked="" type="checkbox"/>	04.22.22	
01 7000	Execution and Closeout Requirements	<input checked="" type="checkbox"/>	04.22.22	
01 7123	Field Engineering	<input checked="" type="checkbox"/>	04.22.22	
01 7419	Construction Waste Management and Disposal	<input checked="" type="checkbox"/>	04.22.22	

Sarasota Bradenton International Airport  
Terminal Expansion Project  
Gresham Smith Project No.: 45192.00

01 7700	Closeout Procedures	<input checked="" type="checkbox"/>	04.22.22	
01 7823	Operation and Maintenance Data	<input checked="" type="checkbox"/>	04.22.22	
01 7900	Demonstration and Training	<input checked="" type="checkbox"/>	04.22.22	

**TECHNICAL SPECIFICATIONS**

**DIVISION 26 – ELECTRICAL**

Section Number	Section Name	WP-7	First Issue Date	Latest Revision Date
26 0010	Basic Electrical Requirements	<input checked="" type="checkbox"/>	05.26.22	
26 0519	Wires and Cables	<input checked="" type="checkbox"/>	05.26.22	
26 0526	Grounding	<input checked="" type="checkbox"/>	05.26.22	
26 0529	Hangers And Supports for Electrical Systems	<input checked="" type="checkbox"/>	06.10.22	
26 0533	Raceways And Boxes for Electrical Systems	<input checked="" type="checkbox"/>	05.26.22	
26 0553	Electrical Identification	<input checked="" type="checkbox"/>	05.26.22	

**DIVISION 28 – ELECTRONIC SAFETY AND SECURITY**

Section Number	Section Name	WP-7	First Issue Date	Latest Revision Date
<b>28 3111.03</b>	<b>Digital, Addressable Fire Alarm System Panel Replacement and System Modifications</b>	<input checked="" type="checkbox"/>	<b>03.10.23</b>	

Key:

- Check Box indicates what Work Packages (WP) the section applies to.
- Escalators** - **Bold** Section Name and Date indicate a new or revised spec section in current issuance
- Escalators - Regular Section Name and Date indicate a spec section that has previously been issued and remains unchanged
- Escalators - Strike-through Section Name indicate a spec section that has been removed from project

**END OF TABLE OF CONTENTS**

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**Sarasota Bradenton International Airport  
Terminal Expansion Project  
Gresham Smith Project No.: 45192.00**

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ISSUED	DATE
WP-7	03.10.2023



**FIVE**

**5. PRELIMINARY SCHEDULE**

SRQ Airport Terminal Expansion  
 WP7 Fire Alarm System Improvements  
 Preliminary Construction Schedule

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors
1		<b>WP7 Fire Alarm Replacement</b>	<b>180 days</b>	<b>Fri 10/6/23</b>	<b>Fri 6/21/24</b>	
2		GMP Amendment Executed	0 days	Fri 10/6/23	Fri 10/6/23	
3		Subcontract Negotiated & Executed	5 days	Fri 10/6/23	Thu 10/12/23	2
4		<b>Subcontractor Submittals and Shop Drawings</b>	<b>70 days</b>	<b>Fri 10/13/23</b>	<b>Fri 1/26/24</b>	
5		Equipment Submittals Prep	10 days	Fri 10/13/23	Thu 10/26/23	3
6		Equipment Submittals Review & Approval	10 days	Fri 10/27/23	Thu 11/9/23	5
7		Site Survey of Existing Devices	10 days	Fri 10/13/23	Thu 10/26/23	3
8		Shop Drawings	35 days	Fri 10/13/23	Mon 12/4/23	3
9		Shop Drawing Review & Approval	15 days	Tue 12/5/23	Wed 12/27/23	8
10		Material Lead Time	50 days	Fri 11/10/23	Fri 1/26/24	6
11		<b>Permit</b>	<b>25 days</b>	<b>Thu 12/28/23</b>	<b>Fri 2/2/24</b>	<b>8</b>
12		Permit Submission by FA Contractor	5 days	Thu 12/28/23	Fri 1/5/24	9
13		Permit Approval	20 days	Mon 1/8/24	Fri 2/2/24	12
14		<b>Construction</b>	<b>100 days</b>	<b>Mon 2/5/24</b>	<b>Fri 6/21/24</b>	
15		Installation & Testing	85 days	Mon 2/5/24	Fri 5/31/24	13
16		Substantial Completion	0 days	Fri 5/31/24	Fri 5/31/24	15
17		As-Builts	10 days	Mon 6/3/24	Fri 6/14/24	16
18		Closeout	15 days	Mon 6/3/24	Fri 6/21/24	15





September 14, 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  
WP-7 Fire Alarm Improvements GMP Proposal  
Gresham Smith Project No. 45192.00

Dear Mr. Wright:

Gresham Smith has generally reviewed the proposal titled "WP7 Fire Alarm Improvements GMP Proposal", dated September 14, 2023, as received by Gresham Smith from Deangelis Diamond/Magnum Builders (CMaR team) on September 14, 2023. We understand that the GMP Sum of \$685,674.00 is the result of the CMaR team's comprehensive analysis of the bid documents provided by the design team for WP-7, scope clarification work sessions/meetings and the subcontractor bids that were received.

Upon review and discussion of the GMP Estimate Summary in and the Assumptions & Clarifications of the proposal, the design team believes the sum proposed and supporting information is in general alignment with the bid documents and recommend approval of the WP7 Fire Alarm Improvements GMP Proposal.

Sincerely,

 Digitally signed by  
Wilson, Matthew  
Date: 2023.09.14  
15:11:31-04'00'

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.,  
Suite 320  
Tampa, FL 33607

GreshamSmith.com

FL Qualifier No. AR0013420  
FL Registry No. RY3806

**AGENDA ITEM NO. 7.1**

**Sarasota Manatee Airport Authority  
Balance Sheet  
Thursday, August 31, 2023**

**Assets***Current Assets*

Cash & Investments	\$55,693,367
Accounts Receivable	142,626
Accrued Interest Receivable	35,910
Inventory	323,836
Prepaid Insurance	447,595
Prepaid Expense & Other Assets	414,340
<i>Total Current Assets</i>	<u>57,057,673</u>

*Non-Current Assets*

<i>Customer Facility Funds</i>	13,832,975
<i>Passenger Facility Funds</i>	810,189
Airport Facilities & Equipment	364,849,987
Accumulated Depreciation	(216,008,939)
Intangible Assets, net	759,718
Construction in Progress	69,014,101
<i>Total Non-Current Assets</i>	<u>233,258,032</u>

**Total Assets****\$290,315,705****Deferred Outflow of Resources - Pension****2,376,111****Liabilities and Net Position***Current Unrestricted Liabilities*

Accounts Payable	1,118,626
Unearned Income	228,950
Accrued Expenses & Other Liabilities	1,046,160
<i>Total Unrestricted Liabilities</i>	<u>2,393,735</u>

*Non-Current Liabilities*

Net Pension Liabilities	3,634,535
<i>Total Non-Current Liabilities</i>	<u>3,634,535</u>

**Total Liabilities****6,028,270****Deferred Inflow of Resources - Pension****1,862,506****Net Position**

Net Assets	248,868,301
Current Profit Account	35,932,739

**Total Net Position****284,801,040**

**Sarasota Manatee Airport Authority**  
**Budget/Year to Date Actual**  
**For the Period Ending Thursday, August 31, 2023**

	<u>This Month</u> <u>This Year</u>	<u>Total</u> <u>Budget</u>	<u>Year to Date</u> <u>This Year</u>	<u>Budget Less</u> <u>Actual YTD</u>	<u>Actual</u> <u>YTD %</u>
<b>Airline Rentals, Fees and Charges</b>					
Landing Fees - Signatory	\$54,569	\$801,896	\$770,547	\$31,349	96.1%
Landing Fees - Nonsignatory	600	29,264	29,059	205	99.3%
Landing Fees - Nonscheduled	149	0	2,886	(2,886)	0.0%
Preferential Apron Fees	36,120	356,101	357,007	(907)	100.3%
Concourse Circulation	437,926	4,566,066	4,371,762	194,305	95.7%
Baggage Claim Area	98,979	1,080,250	1,010,879	69,370	93.6%
Gate Use Fees - Signatory	4,824	190,367	226,908	(36,541)	119.2%
Terminal and Gate Fees - Nonsignatory	10,270	401,557	423,607	(22,050)	105.5%
Airline Terminal Rent - Signatory	170,276	1,841,598	1,707,095	134,502	92.7%
Airline Terminal Rent - Nonsignatory	4,391	44,336	48,297	(3,961)	108.9%
<b>Total Airline Revenues</b>	<b>818,103</b>	<b>9,311,433</b>	<b>8,948,046</b>	<b>363,386</b>	<b>96.1%</b>
<b>Non-Airline Revenue</b>					
Air Cargo Facility	15,304	169,050	159,828	9,223	94.5%
<b>Subtotal</b>	<b>15,304</b>	<b>169,050</b>	<b>159,828</b>	<b>9,223</b>	<b>94.5%</b>
<b>Airfield</b>					
Fuel Flowage Fees	32,196	500,000	574,120	(74,120)	114.8%
Ground Lease Airfield	32,628	181,119	358,905	(177,786)	198.2%
T-Hangar Facilities	83,422	995,688	885,565	110,123	88.9%
Fixed Base Operators - Rent	79,481	761,240	821,926	(60,686)	108.0%
Fuel Service - ASIG	6,861	79,483	74,217	5,266	93.4%
<b>Subtotal</b>	<b>234,588</b>	<b>2,517,530</b>	<b>2,714,733</b>	<b>(197,203)</b>	<b>107.8%</b>
<b>Terminal Building</b>					
RAC Counter Space	14,500	174,000	159,496	14,504	91.7%
Other Terminal Rents	30,489	294,070	262,675	31,395	89.3%
Advertising	70,352	300,000	495,654	(195,654)	165.2%
Restaurant Services	133,776	1,339,000	1,279,888	59,112	95.6%
Gift Shop	99,462	1,054,000	887,341	166,659	84.2%
Miscellaneous	341	1,500	1,505	(5)	100.3%
Vending	3,364	15,000	29,035	(14,035)	193.6%
<b>Subtotal</b>	<b>352,284</b>	<b>3,177,570</b>	<b>3,115,595</b>	<b>61,975</b>	<b>98.0%</b>
<b>Terminal Area</b>					
Car Rental %	742,615	10,360,000	10,335,504	24,496	99.8%
Auto Parking	697,436	7,000,000	8,886,712	(1,886,712)	127.0%
Ground Transportation	56,665	443,000	623,520	(180,520)	140.7%
Fuel Flowage Fees - Menzies	53,075	800,000	803,175	(3,175)	100.4%
RAC Ready Car Spaces	5,280	65,000	59,610	5,390	91.7%
Parking Stickers/Hang Tags	3,645	80,000	105,368	(25,368)	131.7%
Taxi Cab Service	5,173	98,000	73,386	24,614	74.9%
RAC Buildings Land Rent	45,945	551,337	505,392	45,945	91.7%
<b>Subtotal</b>	<b>1,609,834</b>	<b>19,397,337</b>	<b>21,392,667</b>	<b>(1,995,330)</b>	<b>110.3%</b>
<b>Non-Aviation Area</b>					
University Self Storage Income	43,756	543,283	516,531	26,752	95.1%
Buildings - Non-Aviation	35,140	415,424	380,285	35,139	91.5%
Common Area Maint - Comm Parke	500	6,000	5,500	500	91.7%
Land - Non-Aviation	37,607	466,500	437,338	29,162	93.7%
<b>Subtotal</b>	<b>117,002</b>	<b>1,431,207</b>	<b>1,339,655</b>	<b>91,552</b>	<b>93.6%</b>
<b>Total Operating Revenue</b>	<b>3,147,115</b>	<b>36,004,127</b>	<b>37,670,524</b>	<b>(1,666,397)</b>	<b>104.6%</b>
<b>Investment Income + Other Income</b>					
<b>Investment Income</b>					
Interest Earned - Operating	172,364	400,000	1,419,622	(1,019,622)	354.9%
Interest Earned - Other	0	0	0	0	0.0%
<b>Subtotal</b>	<b>172,364</b>	<b>400,000</b>	<b>1,419,622</b>	<b>(1,019,622)</b>	<b>354.9%</b>
<b>Other Income</b>					
Passenger Facility Charges	957,734	7,980,020	7,049,315	930,705	88.3%
Customer Facility Charges	484,530	7,000,000	8,006,676	(1,006,676)	114.4%
Grant Revenue - Other	1,403,256	0	1,490,339	(1,490,339)	0.0%
Grant Revenue - FAA	4,095,445	0	16,459,887	(16,459,887)	0.0%
Grant Revenue - FDOT	190,924	0	451,101	(451,101)	0.0%
Miscellaneous Income	60	10,000	18,028	(8,028)	180.3%
Miscellaneous Income - LEO	21,720	0	32,760	(32,760)	0.0%
I.D. Badges	6,324	30,000	52,984	(22,984)	176.6%
Profit/Loss on Disposal	167	15,000	16,503	(1,503)	110.0%
Extraordinary Items	0	0	44,500	(44,500)	0.0%
Asset Writedown/Up on Investments	1,884	0	729,613	(729,613)	0.0%
<b>Subtotal</b>	<b>7,162,045</b>	<b>15,035,020</b>	<b>34,351,704</b>	<b>(19,316,684)</b>	<b>228.5%</b>
<b>Subtotal Investment Income &amp; Other</b>	<b>7,334,409</b>	<b>15,435,020</b>	<b>35,771,326</b>	<b>(20,336,306)</b>	<b>231.8%</b>
<b>Total Revenues</b>	<b>10,481,524</b>	<b>51,439,147</b>	<b>73,441,849</b>	<b>(22,002,702)</b>	<b>142.8%</b>

**Sarasota Manatee Airport Authority**  
**Budget/Year to Date Actual**  
**For the Period Ending Thursday, August 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>
<b>Utilities</b>					
Electric-Utility	80,873	825,600	781,672	43,928	94.7%
Refuse Collection	9,835	93,500	62,748	30,752	67.1%
Water and Sewer	17,654	165,000	180,225	(15,225)	109.2%
<b>Subtotal</b>	<b>108,362</b>	<b>1,084,100</b>	<b>1,024,645</b>	<b>59,455</b>	<b>94.5%</b>
<b>Personnel</b>					
Salary/Wages	1,023,433	11,443,598	11,122,948	320,650	97.2%
Health Insurance	206,901	2,627,901	2,229,471	398,430	84.8%
Retirement	165,372	1,940,001	1,973,301	(33,300)	101.7%
Social Security	50,649	683,772	599,969	83,803	87.7%
Medicare	12,406	165,933	153,520	12,413	92.5%
Disability	119	1,700	1,313	387	77.3%
Unemployment	0	28,298	0	28,298	0.0%
Worker's Compensation	24,170	396,434	265,869	130,565	67.1%
Employment Expenses	98	10,000	1,262	8,738	12.6%
<b>Subtotal</b>	<b>1,483,148</b>	<b>17,297,637</b>	<b>16,347,653</b>	<b>949,984</b>	<b>94.5%</b>
<b>Administration</b>					
Advertising	2,449	145,700	69,314	76,386	47.6%
Bad Debts Expense	625	5,000	625	4,375	12.5%
CEO Auto Expenses	1,315	20,000	15,244	4,756	76.2%
Public Relations	(60)	56,000	49,315	6,685	88.1%
Customs	51,149	225,000	264,105	(39,105)	117.4%
Data Processing	21,368	145,000	153,056	(8,056)	105.6%
Software Licenses/Annual Support	9,937	293,050	227,341	22,709	92.3%
Dues and Subscriptions	984	147,906	142,177	5,729	96.1%
Employee Service Awards	31	6,125	1,342	4,783	21.9%
Entertainment	273	18,600	11,149	7,451	59.9%
Insurance - Property	60,473	813,151	698,718	114,433	85.9%
Insurance - General Liability	7,259	95,584	79,847	15,737	83.5%
Insurance - Surety Bonds	5,175	51,946	56,192	(4,246)	108.2%
Insurance - Vehicles	7,481	91,456	82,291	9,165	90.0%
Legal Expense	18,421	425,000	568,179	(143,179)	133.7%
Loss & Safety Program	0	200	0	200	0.0%
Marketing Trade Show Registration	0	30,200	15,988	14,212	52.9%
Miscellaneous	6,449	87,100	62,146	24,954	71.4%
Office Supplies and Equipment	4,382	102,500	106,234	(3,734)	103.6%
Postage	690	5,200	4,184	1,016	80.5%
Professional Services	32,211	565,960	650,560	(84,600)	114.9%
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	25,737	345,600	288,493	57,107	83.5%
Training	14,982	111,000	60,479	50,521	54.5%
Travel	7,066	203,400	193,129	10,271	95.0%
Holiday Decorations	2,670	38,000	28,253	9,747	74.4%
Uniforms	13,549	77,100	79,736	(2,636)	103.4%
<b>Subtotal</b>	<b>294,617</b>	<b>4,143,478</b>	<b>3,975,732</b>	<b>167,746</b>	<b>96.0%</b>
<b>Operations</b>					
Air Conditioning	6,594	63,000	87,782	(24,782)	139.3%
Carpentry	1,200	38,000	15,905	22,095	41.9%
Common Area Maint - Comm Parke	755	10,000	7,328	2,672	73.3%
Electrical	3,091	58,900	77,847	(18,947)	132.2%
Access Control	2,814	17,000	7,157	9,843	42.1%
Equipment Rental	0	33,000	95,333	(62,333)	288.9%
Equipment Repair	13,062	135,150	107,130	28,020	79.3%
Loading Bridge Repair	8,788	85,000	103,543	(18,543)	121.8%
Conveyor & Belts	3,098	40,000	16,973	23,027	42.4%
Terminal Audio & Paging Repairs	0	14,000	9,276	4,724	66.3%
Repairs Generator	0	15,000	4,036	10,964	26.9%
Repairs - Tires	415	25,000	45,688	(20,688)	182.8%
FAA Mandated Security Measures	0	500	103	397	20.5%
Fence and Gate Repair	2,129	20,500	11,473	9,027	56.0%
Interior Planting	0	500	0	500	0.0%
Irrigation System	0	11,500	2,257	9,243	19.6%
Janitorial Service	196,454	1,835,000	1,571,479	263,521	85.6%
Floor Maintenance	6,107	72,500	34,941	37,559	48.2%
Landscape Maintenance	2,365	60,200	52,146	8,054	86.6%
Miscellaneous Construction	14,748	112,400	77,837	34,563	69.2%
Paint and Markings	7,865	87,800	104,781	(16,981)	119.3%
Permits & Licenses	0	2,650	1,798	852	67.8%
Paving and Pavement Repairs	0	71,500	3,098	68,402	4.3%
Plumbing	2,969	39,500	43,843	(4,343)	111.0%
Radio Equipment Repairs	0	4,400	1,463	2,937	33.3%
Service Contracts	32,516	1,130,040	1,110,066	19,974	98.2%
Shuttle Service	795	18,000	13,062	4,938	72.6%
Vehicle Repairs	7,799	64,500	66,097	(1,597)	102.5%
<b>Subtotal</b>	<b>313,564</b>	<b>4,065,540</b>	<b>3,672,441</b>	<b>393,099</b>	<b>90.3%</b>

Sarasota Manatee Airport Authority  
Budget/Year to Date Actual  
For the Period Ending Thursday, August 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>
<b>Supplies</b>					
Fabrication Supplies	137	13,300	9,597	3,703	72.2%
Extinguishing Agent	0	30,000	1,836	28,164	6.1%
First Aid Supplies	550	9,800	4,178	5,622	42.6%
Gas & Fuel	13,841	114,400	116,751	(2,351)	102.1%
Identification	0	15,000	20,220	(5,220)	134.8%
Janitorial Supplies	24,517	297,500	293,433	4,067	98.6%
Lighting	0	27,000	(2,622)	29,622	-9.7%
Lighting - Airfield	24,554	53,000	56,175	(3,175)	106.0%
Miscellaneous Supplies	583	10,000	7,170	2,830	71.7%
Miscellaneous Terminal Furnishings	0	8,000	558	7,442	7.0%
Non-Capital Equipment	13,266	125,110	82,611	42,499	66.0%
Safety Supplies	(318)	3,000	2,290	710	76.3%
Shop Supplies	848	17,000	23,781	(6,781)	139.9%
Signage	4,510	53,300	37,788	15,512	70.9%
Small Tools and Equipment	(923)	41,500	39,707	1,793	95.7%
Vegetation Control	1,351	20,000	15,724	4,276	78.6%
Ammunition/Wildlife Disbursement	1,059	12,500	14,020	(1,520)	112.2%
<b>Subtotal</b>	<b>83,976</b>	<b>850,410</b>	<b>723,217</b>	<b>127,193</b>	<b>85.0%</b>
<b>Total Operating Expenses</b>	<b>2,283,666</b>	<b>27,441,165</b>	<b>25,743,688</b>	<b>1,697,478</b>	<b>93.8%</b>
<b>Profit (Loss) from Operations</b>	<b>8,197,858</b>	<b>23,997,982</b>	<b>47,698,162</b>	<b>(23,700,180)</b>	<b>198.8%</b>
<b>Depreciation and Amortization</b>					
Amortization	35,657	0	394,085	(394,085)	0.0%
Depreciation	988,676	0	10,829,679	(10,829,679)	0.0%
<b>Total Depreciation and Amortization</b>	<b>1,024,333</b>	<b>0</b>	<b>11,223,763</b>	<b>(11,223,763)</b>	<b>0.0%</b>
<b>Other Expenses</b>					
Marketing	860	1,150,000	541,659	608,341	47.1%
<b>Total Other Expenses</b>	<b>860</b>	<b>1,150,000</b>	<b>541,659</b>	<b>608,341</b>	<b>47.1%</b>
<b>Net Profit (Loss)</b>	<b>\$7,172,665</b>	<b>\$22,847,982</b>	<b>\$35,932,739</b>	<b>(\$13,084,757)</b>	<b>157.3%</b>

## AGENDA ITEM NO. 7.3

### SARASOTA MANATEE AIRPORT AUTHORITY FINANCE & ADMINISTRATION STAFF REPORT SEPTEMBER 25, REGULAR MEETING

FINANCE

AUGUST 2023

**Budget/Financial Information:** Included in the Board packet are the unaudited **preliminary** financial statements for **August**.

Summary information contained therein for **August** is as follows:

- Operating revenues for **the month of August** were approximately **4.5% higher** than anticipated in the FY 23 budget.
- Operating expenses for **the month of August** were approximately **1.0 % lower** than anticipated in the FY 23 budget.
- On a **year to date basis**, operating income is **13.4% above** budget and operating expenses are **1.1% 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 \$172,364 for August 2023.**

**Passenger Facility Charge (PFC):** A separate detail which reflects PFC collections for the month of **August** and cumulative to date.

**Summary Costs and Grant Reimbursements** on both the Capital Projects and in-house projects are as follows:

In August 2023, we expended \$ 10,486,575 and received grant reimbursements of \$ 5,689,625 which represent prior months filings. The fiscal year to date expenditures total \$ 38,259,483 with grant reimbursements of \$ 22,924,460 for a current cash flow deficit of \$ 25,821,597.

Sarasota Manatee Airport Authority  
Sarasota Bradenton International Airport (SRQ)  
PFC Collections by Carrier

Carrier	Aug-23	Collected since inception	Carrier	Aug-23	Collected since inception	Carrier	Aug-23	Collected since inception
Aces Airlines		24.86	Croatia Airlines		79.02	Northwest		1,996,108.91
Aer Lingus	4.39	1,385.46	Czech Airlines (Aviation Industry Consultants)		2,516.42	Olympic Airways		165.43
Aero California		8.64	Delta Air Lines	248,324.37	33,011,007.25	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	30.40	5,616.31	Emirates		4,362.53	PenAir (Penninsula Airways)		13.17
AeroPeru		19.02	Empire		757.44	Philippine Air		184.38
Aeropostal Venezuela		17.52	Eva Airways	4.39	809.97	Private Jet		3,719.95
Air Aruba		11.68	ERA Aviation		84.84	Qantas	13.17	4,038.44
Air Canada	1,272.22	1,082,809.63	Etihad Airways	43.90	658.50	Qatar	77.59	3,793.24
Air Europa		401.46	Express One		8,387.70	Reno Air		35,332.00
Air France	332.32	35,134.99	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	7.46	1,980.82	Finnair		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		566.31	Frontier Airlines	8,959.81	643,517.99	SAHSA		5.28
Air Sunshine		109,075.76	G-P Express		89.28	SAS (Scandinavian)	35.12	4,406.85
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		79.02	Sevicios Avensa		280.28
Alaska Airlines		6,275.03	Great Lakes Aviation		44.06	Silver Airways Corp		114.14
Alitalia/ITA	26.34	4,369.32	Hahn Air		2,956.82	Singapore		3,286.67
All Nippon Airways (ANA)		588.26	Hawaiian Airlines		1,013.65	Skyservice		9,903.84
Allegiant Air	247,592.05	6,166,323.19	Iberia	8.78	1,545.24	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	122,425.08	5,141,537.32
American (AMR)	157,834.92	6,824,309.09	JAL (Japan Airlines)	8.78	914.09	Sun Country	4,991.43	421,651.27
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	43,604.83	5,930,644.81	Sunworld Int'l Airlines		224.84
ATA Leisure Corp.		90,614.78	JetsGo		6,418.18	SwissAir	65.63	5,586.69
Austrian Airlines		950.25	Kenya		206.43	Taca Int'l Air		348.76
AV Atlantic		1,027.84	KLM	253.08	11,465.38	TAM Airlines (Aviation Industry Consultants)		1,039.00
Avelo Airlines	25,762.16	238,532.82	Korean Air	30.82	17,720.59	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	17.56	Lan Airlines		21.95	Turk Hava (Turkish)	52.13	2,056.30
Big Sky		2.92	Lan Argentina		17.56	Ultrair		2.88
Breeze Airlines	7,787.86	105,908.75	Lan Chile		372.72	United	87,057.77	4,536,874.09
British Airways	34.57	11,899.15	Lan Peru		21.95	US Air Shuttle		2.92
Brussels Airlines		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		1,493.89	Vietnam Airlines		83.41
CanJet		120,295.00	LTU		74.88	Virgin Atlantic	289.30	7,535.29
Cape Air / Hyannis Air Service		242.90	Lufthansa	91.97	8,162.46	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	4.28	3,267.58	Mesa Airlines		132.20	World Airways		35.04
Cayman Airways		101.96	Compania Mexicana		438.74	Total	957,035.70	89,092,647.19
Champion Air (MLT, Inc.)		9,343.96	MGM Grand Air		302.40	PFC checking Interest	697.97	1,748,703.97
China Airlines		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	1,000,000.00	91,762,939.82
Continental Micronesia		44.05	North American Airlines		443.39	Balance		<u>810,189.00</u>



# SARASOTA MANATEE AIRPORT AUTHORITY MONTHLY INVESTMENT REPORT

July 2023

Prepared by Karen E. Rushing, Clerk of the Circuit Court and County Comptroller



**Summary of Investment Strategy:** The FOMC raised the federal funds rate by 25 basis points to a 22-year high of 5.25%-5.50%. The next Fed meeting isn't until September 19<sup>th</sup> so there's time to assess inflation and target projections before the next decision. Fitch downgraded US Treasury debt one notch, from AAA to AA+. The decision came two months after a warning issued during the debt ceiling fight. The debt ceiling was resolved, of course, and less painfully than many expected. Nevertheless, the agency cited a lack of fiscal discipline evident in tax cuts, new spending initiatives, economic shocks, and repeated political gridlock. Current investable U.S. Treasury yields range from 4.18% to 5.40%. Maturities this month were \$8.0 million. Upon identification of future cash flow needs by Airport Authority staff, overnight funds will be deployed to enhance performance.

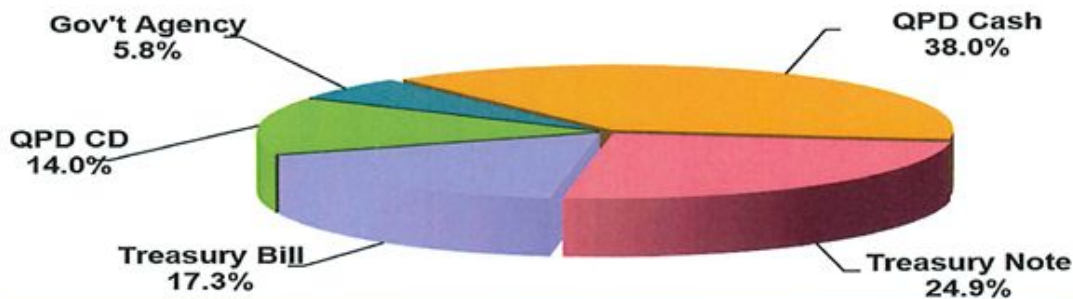
## KEY ECONOMIC INDICATORS

- ISM Manufacturing came in at 46.0 in June, below expectations of 47.1 and below prior month's value of 46.9.
- Non-Farm Payrolls increased by 209k in June which was below expectations of 230k. May's figure was revised lower to 281k from the previously reported 339k.
- Average hourly earnings were up 4.4% in June – above expectation of 4.2% and above last month's increase of 4.3%.
- Producer prices ex-food and energy, YOY rose 2.4% in June; below expectations of 2.6% increase and below prior month's revised 2.6%.
- Retail sales ex auto and gas decreased by 0.3% in June which matched expectations of 0.3% but lower than prior month's revised 0.5%.

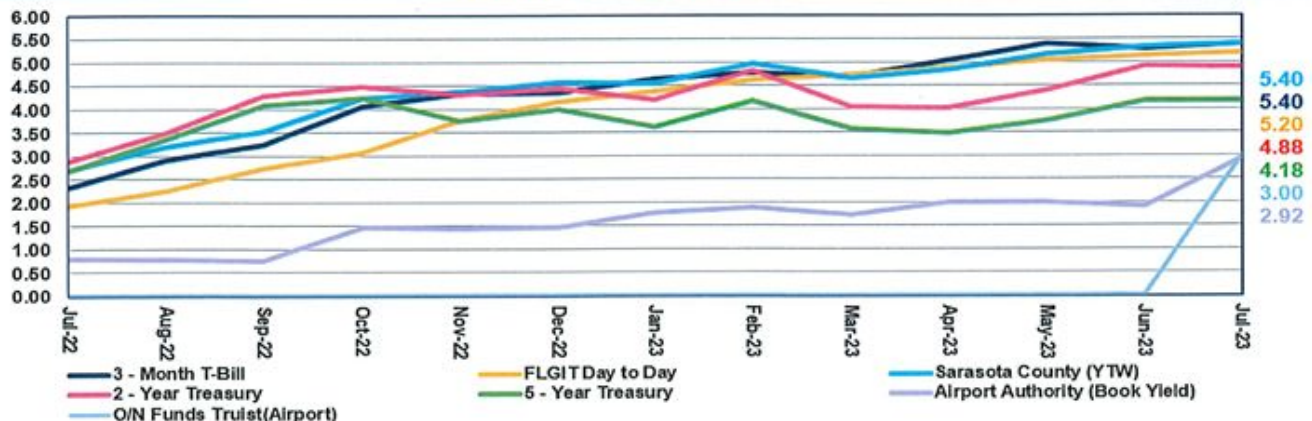
## NEWS and EVENTS

- U.S. new-vehicle sales rose an estimated 13% during the first half of the year, a pace far ahead of industry forecasts as car buyers shake off concerns about rising interest rates and inflationary pressures.
- The surge in U.S. workers quitting their jobs has abated since peaking during the pandemic, another sign that the nation's labor market is cooling from ultra-hot levels as the Federal Reserve raises interest rates.
- The Fed resumed lifting rates with a quarter-point increase that will bring them to a 22-year high, Powell said it was too soon to tell whether the hike would conclude a series of increases aimed at cooling the economy and bringing down inflation.
- Faster economic growth in the U.S. this spring raises the prospect of a longer post pandemic expansion despite the Fed pushing interest rates higher, GDP grew at a 2.4% annual rate in the second quarter, beating forecasts.

## PORTFOLIO COMPOSITION



## YIELD COMPARISON







July 2023



### PORTFOLIO STATISTICS

\*Includes Cash

	February	March	April	May	June	July
<b>Portfolio at Cost</b>	72,020,765	71,502,880	72,912,011	75,253,692	70,560,817	71,363,024
<b>Market Value Portfolio</b>	71,562,804	71,258,533	72,710,800	75,129,780	70,460,045	71,311,028
<b>Yield Based Upon Cost</b>	1.88%	1.73%	2.00%	1.99%	1.90%	2.92%
<b>Interest Accrued</b>	35,269	35,327	35,282	35,320	35,307	102,839
<b>Interest Accrued Fiscal Year to Date</b>						<b>\$ 422,649</b>

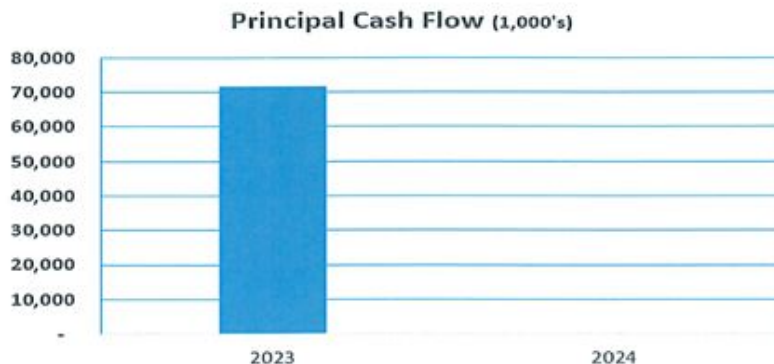
### SHOCK ANALYSIS

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
<b>Book Value</b>	\$ 71,363,024	\$ 71,363,024	\$ 71,363,024	\$ 71,363,024	\$ 71,363,024
<b>Market Value</b>	71,346,764	71,328,884	71,311,028	71,293,197	71,275,389
<b>Gain/(loss) unrealized</b>	(16,260)	(34,140)	(51,996)	(69,827)	(87,635)
<b>Market price</b>	99.56	99.53	99.51	99.48	99.46
<b>Book Yield</b>	2.92	2.92	2.92	2.92	2.92
<b>WAL</b>	0.13	0.13	0.13	0.13	0.13
<b>Effective Duration</b>	0.12	0.12	0.12	0.12	0.12
<b>Effective Convexity</b>	0.00	0.00	0.00	0.00	0.00

### CASH FLOW FORECAST

The cash flow forecast chart is a graphical representation of the annual projected cash flows of the Airport Authority's investment portfolio resulting from expected investment maturities and calls. This management tool is utilized to evaluate portfolio liquidity, to make sure there is sufficient cash on hand to meet day-to-day expenses, and optimize reinvestment of excess funds.



**Sarasota Manatee Airport Authority**  
6000 Airport Circle, Sarasota, FL 34243 • www.srq-airport.com

**HUMAN RESOURCES**

**AUGUST 2023**

**HUMAN RESOURCES DEPARTMENT  
ACTIVITY FOR THE MONTH OF AUGUST 2023**

**OPEN POSITIONS**

POSITION	NUMBER OF POSITIONS	POSITIONS FILLED	APPLICANT(S) HIRED	STARTING DATE
Baggage Handling System Technicians PT	3			
Baggage Handling System Technicians FT	1			
Floor Maintenance Technician	2	1	Altagracia Pinales De Gomez	8/2/2023
IT System Technicians	2	1	Entela Xhemali	8/3/2023
Maintenance Technician	4			
Traffic Control Specialist	3			
<b>TOTALS</b>	<b>17</b>	<b>2</b>		

**SEPERATIONS**

NAME	HIRE DATE	SEPARATION DATE	POSITION
Ala Ouri	1/4/2023	8/13/2023	Baggage Handling System Technician
Jacob Kaczmarek	8/15/2022	8/6/2023	IT System Technician

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****AUGUST 2023****BIDS/QUOTES:**

Schindler Elevator is delayed by two months due to part supplies and installation crew issues and will now start the Elevator Modernization Project on October 02, 2023. They are working on putting two crews on this project to try to meet the end of December completion plan. We will start with the Concourse Service Elevator first and have the second crew start on the 2 Stop elevator in the Terminal. Each should take about 4-6 weeks.

Site work is complete, and all the equipment has been received for the new Parking Lot Equipment Install. We should have the Shade Lot and Overflow Lot A operational by 09/17/23. The installation will then move over to the Short-Term and Long-Term lots and have them operational before the end of September.

We have received the RFPs for Banking Services and for a Letter of Credit facility. We are doing our due diligence for both programs and will go to the Board in September.

LED signs have been ordered for the new Cellphone Lot. These signs will first be used to display flight information for people waiting to pick up passengers. The signs will be capable of displaying advertising if the Authority wants to expand their usage. Should be installed by early November.

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 \$12,635.00 of sales in the month of August 2023.**

**DEPARTMENT PROJECTS:**

- Elevator Modernization Project and the new Parking Lot Equipment Replacement Projects are moving forward, slightly behind schedule.
- Working on roof repair leak by third floor offices.

**CONTRACTS ISSUED: FUTRON AVIATION.****DEPARTMENT ACTIVITY:****PURCHASING:**

- Purchase Orders Issued: 108
- Blanket Purchase Orders Issued: 0
- Emergency Purchase Orders Issued: 0
- Change Orders Issued: 0

**WAREHOUSE/RECEIVING:**

- Inventory Stock Transactions 81

**NOTICE TO THE BOARD:** Per the Purchasing Policy, all purchases up to \$250,000 require at least three informal quotes. All purchases above \$250,000 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 August 2023: **NONE.**

## AGENDA ITEM NO. 7.4

### SARASOTA MANATEE AIRPORT AUTHORITY REAL ESTATE DEVELOPMENT & PROPERTIES STAFF REPORT SEPTEMBER 25, 2023 REGULAR MEETING

#### REAL ESTATE DEVELOPMENT & PROPERTIES

AUGUST 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 and has submitted to the Authority in August for TCP approval prior and has made a 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. The Authority has granted a three-month lease extension paid in full in advance for both hangars.

**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 has been drafted which extends the rent commencement to fall of next year to coincide with the school opening. Team Success was delayed by Manatee County Schools in approvals of the charter school for various reasons. The amendment is on the September Board agenda for consideration and approval.

**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. LOI/term sheet is in process for the vertiport.

**Concessions:** Responses have been received for the two package RFP for solicitation with for concessionaires. The responses will be reviewed and the selection of the two finalists will be presented to the Board in November. Existing concessions agreements with both HMS Host and Paradies have been extended and amended to coordinate redevelopment plans. Amendments were approved by the Board 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 preparing 30% design plans for this Island Bar project.

**Mitchell Management of Florida, Inc.:** The operator for this project to develop an Arby's and replace the current Kona Bar space has requested approval to substitute food concepts from Arby's to Huey Magoo's a fresh chicken finger concept. An amendment to substitute Huey Magoo's is drafted and will be presented to the September Board for consideration/approval. The HMS Host Island Bar will be coordinated with this project to provide bar/lounge services to replace the Kona services/sales to allow Huey Magoo'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. Machines have been installed in the baggage area and in Concourse B.

**Property #10/M-lot hangars:** The maintenance hangar and Agape hangar lease to Aerovanti has been extended for 3 additional months with rent prepaid in full. The Authority will provide further extensions until such time the planned permanent tenant (Elixir) is prepared to take occupancy.

A lease with Elixir aircraft has been negotiated and finalized. The lease will go to the September Board for consideration and approval. Elixir aircraft is working towards its FAA certification and will transition into the hangars one at a time. Thus, Aerovanti will be transitioned out one hangar at a time as Elixir takes occupancy of each hangar.

**Property #2/Tallevast:** Properties continues discussions/negotiations with Industrial development groups as to a joint development of this property.

**Parking:** SKIDATA replacement of parking revenue equipment is well underway and is expected to be complete in the third Quarter.

**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 November 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:** Staff has updated the airport's Minimum Standards, with several of the airport departments participating. Notification of a public meeting regarding the revised Minimum Standards was made in August and the revised standards will be presented to the Board for consideration/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 AUGUST 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	53	100%	\$632.00	\$17,064.00	\$204,768.00
42' W Standard w/additional 176 sq. ft. storage	4	4	3	100%	\$572.00	\$2,288.00	\$27,456.00
42' Standard (42' wide)	121	121	104	100%	\$462.00	\$55,902.00	\$670,824.00
42' W Standard Discounted rate for CAP & EAA	2	2		100%	\$250.00	\$500.00	\$6,000.00
Storage Rooms	7	4		57%	\$100.00	\$400.00	\$4,800.00
Storage Rooms (Discounted rate for CAP & EAA)	2	2		100%	\$10.00	\$20.00	\$240.00
<b>TOTALS</b>	<b>167</b>	<b>164</b>	<b>183</b>			<b>\$82,974.00</b>	<b>\$995,688.00</b>

- Compliments: **2**
- Complaints: **Numerous after rent increase letter was received.**
- Maintenance Requests: **4 ~ Plus continuing bi-fold door PM's.**
- Total number of tenants: **166**
- Total rentable spaces: **167**
- **109** tenants using auto credit card method of payment.
- **8** co-tenancies.
- **EAA Chapter 180 currently using J3-110 for build program – no rate discount.**
- **J2-109 & J6-109 new leases effective August 1.**
- **Rent increase notices sent to all 42' & 48' t-hangar tenants, effective October 1, 2023.**

## **AGENDA ITEM NO. 7.5**

### **SARASOTA MANATEE AIRPORT AUTHORITY ARFF, OPERATIONS & POLICE DEPARTMENTS September 25, 2023**

#### **OPERATIONS DEPARTMENT - PROJECT/ACTIVITY/INCIDENT REPORT FOR THE MONTH OF August**

##### **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, East Ramp Expansion, West Ramp/Employee Parking Lot Expansion, Ground Boarding Facility, Overflow Parking Lots, and Ground Transportation Center.
- 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.
- 8/1 & 8/25 – Both runways closed overnight for painting.
- 8/22 & 8/27 – Runway 4/22 closed overnight for painting.
- The weeks of 8/13 & 8/20, Southeast Taxiway A, plus connectors A8 & A9 closed overnight for connector R5 work.
- 8/28 – Emergency Operations Center (EOC) activated to monitor Tropical Storm (Hurricane) Idalia. Storm updates sent to SRQ tenants in addition to status updates of airline operations, terminal concessions, FBOs, and FAA. EOC deactivated at 8:00PM on 8/30.
- 8/29 – SRQ closed at 8:00PM until 8:00AM 8/30 due to Hurricane Idalia. SRQ re-opened on schedule after airfield inspection by Operations.

##### **Alerts and Incidents**

- 8/5 – A C-162 had left main go flat after landing on Runway 4, near Taxiway B1. Operations assisted pulling aircraft clear of runway; sweep performed and Runway 4/22. re-opened. Escorted tug from UFS, aircraft placed on Ops dolly, and towed to UFS.
- 8/8 - During morning perimeter check, Operations observed a fuel truck leaking Avgas (from a failed gasket on the fill port) into buckets (full) under the truck. Notified Dolphin office (who were unaware) and AIRCOM. ARFF responded and contained spill but were unable to stop leak. Truck towed, by ARFF, to fuel farm for off-loading. ARFF units stood by at Dolphin until a contractor was able to transfer the fuel from the leaking truck into the fuel farm tank.
- 8/8 - After landing Runway 22, the left main tire on a C-172 went flat; aircraft stopped on runway, between Taxiways B1 and C. Operations escorted UFS employee w/tug to aircraft and requested ARFF respond w/Plane Skate. Aircraft towed to UFS.
- 8/11 – Alert II: Shortly after take-off, a C-182 began leaking oil from the engine cowling, covering the windshield. Aircraft returned to SRQ, landed without incident on Runway 32,

**OPERATIONS DEPARTMENT**  
**September 2023**

- and taxied to Sarasota Avionics. A post flight inspection revealed the oil cap was not properly closed and opened during takeoff.
- 8/11 – Alert II: Shortly after take-off, a C-172 experienced a moderate to heavy engine vibration when reducing power at cruise altitude. The pilot returned to SRQ, landed Runway 32, and taxied to Dolphin without incident.
- 8/19 – SRQ ATCT reported that they were not getting any wind indications from the ASOS (Automated Surface Observation System) and it has been intermittent for a few days. Operations notified the National Weather Service, and they were able to remote access in and fix the issue.
- 8/21 – New College PD observed a drone flying near the terminal and they located the operator. Operations responded, took the operator's information, and forwarded a report to the FAA.
- 8/26 – Alert II: Hawker Jet, enroute to SRQ, lost pressurization and gyro instrumentation. Aircraft landed safely on Runway 32 and taxied to Dolphin unassisted.
- 8/27 – Operations assisted an elderly couple change a flat tire.

**Miscellaneous Activities**

<b>August Activity</b>	<b>2023</b>	2022	
Medical Runs Dispatched by AIRCOM	<b>21</b>	22	-5%
Medical Runs requiring County EMS Response	<b>7</b>	4	75%
Aircraft Alerts/Incidents	<b>5</b>	2	150%
NOTAMs Issued	<b>125</b>	58	216%
Notice of Violations	<b>3</b>	1	200%
CHRC (Fingerprint check) conducted	<b>121</b>	126	-4%
New I.D. Badges Issued	<b>105</b>	121	-13%
I.D. Badges Renewed	<b>91</b>	73	25%
Security Threat Assessments	<b>321</b>	314	2%
Computer Based Training Classes completed	<b>609</b>	593	3%



**FIRE DEPARTMENT  
SEPTEMBER 2023**

<b>FIRE DEPARTMENT ACTION REPORT AUGUST 2023</b>			
<b>SAFETY INCIDENT/RESPONSES</b>			
<b>TYPE OF RESPONSE</b>	<b>AREA OF RESPONSE</b>	<b>NUMBER OF RESPONSES</b>	<b>TOTAL YEAR TO DATE</b>
EMT FIRST AID RESPONSES:	Ticket wing	2	22
	Main	0	18
	Baggage Wing	2	29
	Escalator	0	1
	Curbside	0	34
	2nd Floor	2	15
	3rd Floor	0	1
	TSA Checkpoint	0	6
	Walk-in	0	0
	Restaurant	0	3
	Concourse 1st	0	4
	Concourse 2nd	5	77
	Ramp	0	8
	Aboard Aircraft	3	56
	Parking lot	1	17
	Toll Booth	0	1
Airfield	0	12	
	<b>TOTAL EMT FIRST AID:</b>	<b>15</b>	<b>304</b>
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	8
	Bomb Scare	0	0
	<b>TOTAL FIRE / ALARM:</b>	<b>2</b>	<b>16</b>
HAZARDOUS MATERIALS RESPONSES:	Fuel Spill	1	8
	Chemical Spill	0	0
	Other	0	0
	<b>TOTAL HAZARDOUS MATERIAL:</b>	<b>1</b>	<b>8</b>
AIRCRAFT EMERGENCY RESPONSES:	Alert I	1	7
	Alert II	3	16
	Alert III	0	1
	Stand By/Hot Fuel	0	16
	<b>TOTAL AIRCRAFT EMERGENCY:</b>	<b>4</b>	<b>40</b>
SUPPLEMENT REPORT		1	16
	<b>TOTAL RESPONSES</b>	<b>23</b>	<b>384</b>

**POLICE DEPARTMENT  
SEPTEMBER 2023**

**POLICE ACTIVITIES AUGUST 2023**

<b>CRIMES</b>	
ASSAULT/BATTERY	0
BOMB THREATS	0
GRAND THEFT AUTO	0
DAMAGE TO PROPERTY	2
DISORDERLY CONDUCT	3
FIELDS INTERVIEWS	6
DOMESTIC VIOLENCE	0
NARCOTICS	0
PERSONAL PROPERTY THEFT	0
RECOVER GRAND THEFT AUTO	0
SUSPICIOUS PERSON	4
SUSPICIOUS VEHICLE	2
TRESPASS	1
OTHER CRIMES	0
<b>TOTAL:</b>	<b>18</b>
<b>PATROLS</b>	
AOA	119
CONCOURSE PATROL	163
SECURITY CHECKPOINT	206
GROUND TRANS	42
PARKING LOTS	143
PERIMETER (INSIDE)	68
ROADWAY	139
BAGGAGE AREA PATROL	135
TACTICAL PATROLS	44
SECURITY PATROLS	400
<b>TOTAL:</b>	<b>1459</b>
<b>CHECKPOINTS</b>	
AOA BREACH	0
ASSIST ASM MISC.	2
CHECKPOINT BREACH	0
DOOR ALARMS	4
DRUGS-NARCOTICS	0
EXIT LANE ALARM	0
EXIT LANE BREACH	0
HOLD BAGGAGE CALLS	0
NO FLY LIST	0
OTHER PROHIBITED ITEMS	0
SUSPICIOUS ITEMS	0
OTHER	0
<b>TOTAL</b>	<b>6</b>

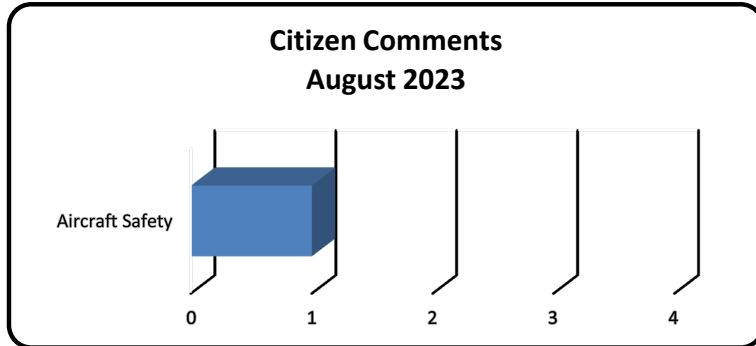
<b>INSPECTIONS</b>	
COMMERCIAL INSPECTION	27
GATE INSPECTION	126
GT INSPECTION	204
SIDA CHECK	139
OTHER INSPECTIONS	0
<b>TOTAL:</b>	<b>496</b>
<b>TRAFFIC</b>	
DISABLED VEHICLE/TOWING	3
PARKING TICKETS	4
TRAFFIC CRASHES	2
TRAFFIC CITATIONS	2
WARNINGS	1
OTHER TRAFFIC	0
<b>TOTAL:</b>	<b>12</b>
<b>ASSISTANCE</b>	
BAKER/MARCHMAN ACT	2
CUSTOMERS	28
MOTORISTS	2
OUTSIDE AGENCIES	3
SMAA EMPLOYEE/DEPT	1
TENANTS	10
MEDICAL CALLS	19
LOST & FOUND LOGGED	50
LOST & FOUND RETURNED	20
LOST & FOUND INQUIRIES	237
<b>TOTAL:</b>	<b>372</b>
<b>WEAPONS</b>	
EXPLOSIVES	0
FIREARM PARTS/AMMO	0
FIREARMS AT CHECKPOINT	1
UNDECLARED WEAPONS	0
OTHER WEAPONS	3
<b>TOTAL:</b>	<b>4</b>
<b>ARRESTS</b>	
ARRESTS FELONY	0
ARRESTS JUVENILE	0
ARRESTS MISD	1
SAO REFERRAL	0
NOTICE TO APPEAR	1
OTHER ARRESTS	0
<b>TOTAL:</b>	<b>2</b>

**OPERATIONS  
SEPTEMBER 2023**

**NOISE MONITORING AND FLIGHT TRACKING FOR THE MONTH OF AUGUST**

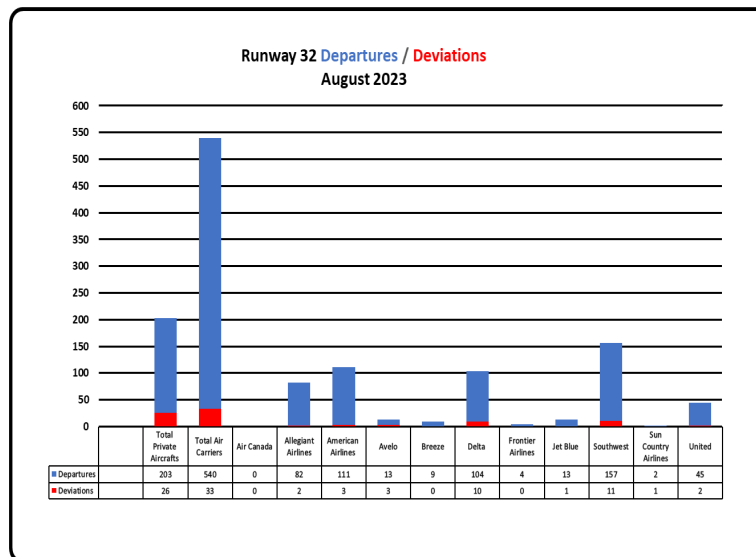
The chart to the right displays the distributions of noise complaints for the month of **August 2023**. There was **1 email which generated a concern for aircraft safety** by the Noise Abatement Hotline or by the Operations Department.

Of the total complaints, **100% was from Sarasota County**. The average number of contacts received for the month were **.03 contacts per day**.



Flight Tracking & Runway 32 Deviation data is for **August 2023**. There were **33 air carrier and 26 private jet deviations** observed during this period.

**In August 2023, Southwest (SWA) had 11 deviations, Delta (DAL) had 10 deviations, American (AAL) had 3 deviations, Avelo (VXP) had 3 deviations, United (UAL) had 2 deviations, Allegiant (AAY) had 2 deviations, JetBlue (JBU) had 1 deviation and Sun Country (SCX) 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 **August 2023** is distributed as follows:

Operations	Runway 04	Runway 22	Runway 14	Runway 32
Arrivals	3%	6%	43%	48%
Departures	13%	13%	36%	38%

## **AGENDA ITEM NO. 7.6**

### **SARASOTA MANATEE AIRPORT AUTHORITY DEVELOPMENT/COMMUNITY RELATIONS & ACTIVITY REPORT SEPTEMBER 25, 2023**

#### **SRQ AMBASSADORS**

In August, the SRQ Ambassadors volunteered 785 hours. Our ambassadors gave 2 guided tours with 15 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: September 1 – September 25, 2023**

Sept 11-15      Attended focus group study in Los Angeles and San Francisco with BACVB & Airline client.  
Sept 19          Attended Tenant Manager's Meeting.  
Sept 22          Attended meeting and performed site assessment at TYS Airport.

#### **Fredrick Piccolo, President, CEO: September 1 – September 30, 2023**

Sept 11          Zoom Meeting, ACI-NA Political Affairs Subcommittee  
Sept 17          Florida House Speaker Perez Investiture Ceremony Tallahassee  
Sept 22          National Aviation Hall of Fame Washington, DC  
Sept 27          Board Meeting, Manatee Chamber of Commerce  
Sept 28          Board Meeting, Bradenton Area EDC  
Sept 30          ACI Conference, Long Beach, Calif (thru Oct 4)

Mr. Piccolo participates in various impromptu media interviews throughout the month.

# **ACTIVITY REPORT**

## **AUGUST 2023**

**ACTIVITY REPORT**  
**SARASOTA-MANATEE AIRPORT AUTHORITY**  
**SARASOTA BRADENTON INTERNATIONAL AIRPORT**

ACTIVITY MONTH: AUGUST

				2023 YEAR			2022 YEAR			12 MONTHS ACTIVITY		
	2023	2022	% CHANGE	TO DATE	TO DATE	% CHANGE	TO DATE	TO DATE	% CHANGE	2023	2022	% CHANGE
AIRCRAFT OPERATIONS												
ITINERANT												
AIRLINES	2,024	1,750	15.66%	22,170	20,758	6.80%	31,523	31,917	-1.23%			
AIR TAXI	860	712	20.79%	10,322	9,377	10.08%	15,229	14,101	8.00%			
GENERAL AVIATION	4,835	5,021	-3.70%	47,830	51,539	-7.20%	68,761	77,081	-10.79%			
MILITARY	75	199	-62.31%	1,484	1,601	-7.31%	2,028	2,549	-20.44%			
TOTAL ITINERANT	7,794	7,682	1.46%	81,806	83,275	-1.76%	117,541	125,648	-6.45%			
GENERAL AVIATION (Local)	4,420	3,744	18.06%	26,700	23,075	15.71%	37,345	36,564	2.14%			
TOTAL OPERATIONS	12,214	11,426	6.90%	108,506	106,350	2.03%	154,886	162,212	-4.52%			
TOTAL PASSENGERS:												
ON	132,670	121,398	9.29%	1,507,031	1,325,240	13.72%	2,109,320	1,877,918	12.32%			
OFF	128,421	115,401	11.28%	1,466,769	1,286,686	14.00%	2,100,160	1,867,064	12.48%			
TOTAL	261,091	236,799	10.26%	2,973,800	2,611,926	13.85%	4,209,480	3,744,982	12.40%			

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9.13.23

SARASOTA BRADENTON INTERNATIONAL AIRPORT  
 TOTAL PASSENGERS - AUGUST 2023  
 MONTH / YEAR-TO-DATE COMPARISON

AIRLINES	MONTH			YEAR-TO-DATE			YTD MKT SHARE		
	2023	2022	% CHG	2023	2022	% CHG	2023	2022	
<b>[MAJOR CARRIERS]</b>									
AIR CANADA	0	0	0.0%	29,144	0	0.0%	1.0%	0.0%	
ALLEGiant	43,698	44,289	-1.3%	580,398	538,648	7.8%	20.0%	22.1%	
AVELO	5,932	4,249	39.6%	62,256	26,517	134.8%	2.1%	1.1%	
BREEZE	3,824	1,596	139.6%	30,872	4,232	100.0%	1.1%	0.2%	
DELTA	62,241	60,769	2.4%	594,740	543,223	9.5%	20.5%	22.3%	
ELITE AIRWAYS	0	0	0.0%	0	200	-100.0%	0.0%	0.0%	
FRONTIER	2,715	1,942	39.8%	26,062	24,694	5.5%	0.9%	1.0%	
JETBLUE	7,930	8,978	-11.7%	131,802	150,734	-12.6%	4.5%	6.2%	
UNITED	25,711	7,861	227.1%	297,769	179,282	66.1%	10.3%	7.4%	
AMERICAN	26,759	33,101	-19.2%	368,892	240,314	53.5%	12.7%	9.9%	
SOUTHWEST	69,755	66,711	4.6%	754,350	700,152	7.7%	26.0%	28.8%	
SUN COUNTRY	0	0	0.0%	26,364	26,431	-0.3%	0.9%	1.1%	
<b>MAJOR TOTAL:</b>	<b>248,565</b>	<b>229,496</b>	<b>8.3%</b>	<b>2,902,649</b>	<b>2,434,427</b>	<b>19.2%</b>	<b>100.0%</b>	<b>100.0%</b>	
<b>(AFFILIATE AIRLINES)</b>									
MESA AIRLINES-United Express	0	0	100.0%	14,907	12,212	22.1%	21.5%	7.0%	
PSA AIRLINES -American	11,836	6,096	94.2%	35,542	66,511	-46.6%	51.2%	37.9%	
REPUBLIC-American	0	641	0.0%	4,387	11,082	-60.4%	6.3%	6.3%	
Republic - United	0	0	0.0%	6,707	49,009	-86.3%	9.7%	27.9%	
Republic-Delta	0	0	0.0%	0	8,159	-100.0%	0.0%	4.7%	
SKY WEST - United	0	0	0.0%	6,112	10,801	-43.4%	8.8%	6.2%	
ENDEAVOR-Delta	0	0	0.0%	0	0	0.0%	0.0%	0.0%	
ENVOY-American	402	566	-29.0%	1,712	17,867	-90.4%	2.5%	10.2%	
<b>REGIONAL TOTAL:</b>	<b>12,238</b>	<b>7,303</b>	<b>67.6%</b>	<b>69,367</b>	<b>175,641</b>	<b>-60.5%</b>	<b>100.0%</b>	<b>100.0%</b>	
<b>[DOMESTIC-CHTR]</b>									
SUN COUNTRY	288	0	100.0%	1,635	1,858	-12.0%	100.0%	100.0%	
<b>SUBTOTAL:</b>	<b>288</b>	<b>0</b>	<b>100.0%</b>	<b>1,635</b>	<b>1,858</b>	<b>-12.0%</b>	<b>100.0%</b>	<b>100.0%</b>	
<b>CHARTER TOTAL:</b>	<b>288</b>	<b>0</b>	<b>100.0%</b>	<b>1,635</b>	<b>1,858</b>	<b>-12.0%</b>	<b>0.1%</b>	<b>0.1%</b>	
<b>GRAND TOTAL:</b>	<b>261,091</b>	<b>236,799</b>	<b>10.3%</b>	<b>2,973,651</b>	<b>2,611,926</b>	<b>13.8%</b>	<b>100.0%</b>	<b>100.0%</b>	

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	143,343	117,460	288	261,091	AUG	149,079	87,720	0	236,799	10.3%
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:	1,728,258	1,243,758	1,784	2,973,800	TOTAL:	2,286,585	1,558,692	2,329	3,847,606	-22.7%



## **AGENDA ITEM NO. 7.7**

### **SARASOTA MANATEE AIRPORT AUTHORITY ENGINEERING, PLANNING & FACILITIES ACTIVITY REPORT SEPTEMBER 25, 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 is scheduled at the end of September. Substantial completion is anticipated in late October 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 7<sup>th</sup>, 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 May 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 14<sup>th</sup>, 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 but are anticipated to arrive by before the 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 September 2023, project duration is 365 calendar days.

##### ➔ **15<sup>th</sup> Street Observation Area Project**

The 15<sup>th</sup> Street Observation Area will improve the area off 15<sup>th</sup> 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 11<sup>th</sup>. 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 7<sup>th</sup>, 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 September.

➔ **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 is mobilizing to site.

➔ **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 scheduled for September 20, 2023 and will provide concept options for review.

**PLANNING**

➔ **2024 FDOT JACIP**

Staff has updated the FDOT JACIP for FY 2024-2028.

**FACILITIES**

➔ **PROJECTS:** The Facilities Department is working on multiple projects and maintenance items:

- ATCT: Updated tower software for ALCS.
- Graphics: New parking lot exit signage. Cell lot signage changes/additions.
- Loading Bridge: Cleaning and lubrication daily for duration of peak season. Heavy repairs complete on remaining bridges.
- Public Works: Trimming and removal of various vegetation in multiple locations. Spraying of fence line. New plantings in beds and mulching. insecticide application. Mowing and maintenance at Whitfield.
- Airfield: Multiple painting repairs and cleaning underway. Repair/correction of hold bars. Alpha North Taxiway light replacement. PAPI replacement fly by scheduled.
- Conveyor Coverage: B phase of baggage project underway. Hired 8 of 8 full time personnel to porter bags and monitor equipment. Implemented mid shift strategy.
- Industrial Mechanics: Loading bridge and conveyor system repairs, as needed. Fabricated transition ramp at B-8 for FIS elevator. Modifying conveyor belt/roller bed 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. Multiple PCAir repairs.
- Electronics: Multiple camera installs and repairs. Access control system maintenance. Escort of contractors for tenants.

- Electrical: Verifying circuits for BHS project. Multiple electrical repairs and diagnosis.
- Carpentry: SP+ remodel underway. Potable water cabinet repairs. Multiple office/furniture moves.
- Vehicle Fleet: Mowing equipment repairs and service. Fleet PMC&S. Equipping of new trucks/carts for APD.
- 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: 486**

VEHICLE MAINTENANCE/EQUIPMENT REPAIR - 15 PMs, 51 work orders

SIGN/CADD – 10 PMs, 33 work orders

AIRSIDE (Airfield) - 16 PMs, 8 work orders

LANDSIDE (Landscape, Equip Oper, Public Works) - 88 PMs, 27 work orders

INDUSTRIAL TRADES – 103 PMs, 133 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 August 2023:

**Monthly Investment Activity Compliance Report:** The Authority had three US Treasury or Agency Securities mature during August, with combined principal balances of \$12.381 million. Proceeds were reinvested in US T-bills with maturities ranging from 75 to 125 days yielding between 5.40% and 5.47%. This activity is compliant with the Authority's duly adopted Investment Policy.

**Risk Management:** Solicited quotes for renewal of several insurance coverages expiring 9/30/2023. Pursued coverage under existing property policy for assets being constructed as part of the baggage expansion project. Completed and filed application for 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.

**RFP Evaluations:** Served as a member of the committee established to evaluate the proposals submitted by banking firms bidding to provide a credit line and other banking services to the Authority. A total of three credit line and six banking services proposals were received and evaluated by the committee. Committee recommendations are to be presented to the board in September.

Served as a member of the committee established to evaluate the proposals submitted by firms bidding to provide services relative to the establishment of a Safety Management System for the Authority. A total of three proposals were received and evaluated by the committee. A firm was selected based on the unanimous ranking of the committee.

**Parking and Ground Transportation:** Parking operations are reviewed and tested monthly by Internal Audit. A total of 50 all-day parking passes were issued to the Community Relations Department during August. 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 7 external/public record requests and 3 internal records requests during August.

**Records Management:** The Records Department received and processed 2 central file records. One box of paper records was received and processed to the enterprise content management system with paper then shredded as duplicates. One box of paper records already in the records inventory system as well as 14 boxes not previously inventoried were scanned and paper was shredded. Six bags of records, equaling 4.5 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. The Director attended a State & Local Government accounting & auditing conference hosted by FICPA.

## **AGENDA ITEM NO. 7.9**

SARASOTA MANATEE AIRPORT AUTHORITY  
INFORMATION TECHNOLOGY DEPARTMENT  
September 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- Complete

**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- Complete

**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- Complete
- Upgrade the PA system switches- planned completion- September.
- New Common Use switches for CUPPS- planned completion- September