

March 25, 2024 Board Meeting

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



March 25, 2024 01:00 PM

Agenda Topic	Presenter	Page
1. Call to Order, Invocation, and Pledge to Flag	Chairman Spencer	
2. Introduction of New Employees	Pamela Kantor	
3. Approval: Minutes of Regular Meeting of January 29, 2024	Chairman	3
4. Public Comments - Items on the Agenda	Chairman	
Members of the public who wish to speak on a topic, whether on the agenda or not, are asked to fill out a Citizen's Comment card and present it to the Board Secretary. This is the time for anyone wishing to speak on ANY agenda item, even those that may involve a contract in excess of the \$500,000 threshold amount. A later item on the agenda is set aside for those wishing to speak on items NOT on the agenda.		
5. Items Needing Action	Fredrick J Piccolo	8
5.1 Approval: Award Lease & Development Agreement to Roper Technologies, Inc. for Private Aircraft Storage	FJP	8
5.2 Approval: Assignment of Development & Operating Agreement for Aircraft Sales, Management, Charter & Aircraft Self Fueling From Aircraft Services Group, Inc to Aircraft Services Hangar Group, Inc.	FJP	60
5.3 Approval: Professional Planning & Engineering Services Contract for Environmental Assessment for Concourse A Expansion	FJP	81
5.4 Approval: Professional Planning Services Contract to Assist in Preparation of a Manatee County General Development Plan	FJP	122
5.5 Approval: Airline Signatory Amendment	FJP	150
6. Items Needing Action - Over \$500,000 Threshold	FJP	189
The following item(s) involve a contract in excess of the threshold of \$500,000 and pursuant to Section 332.0075(3)(b) F.S., a reasonable opportunity for public comment must be offered before their approval, award, or ratification.		
6.1 Approval: Ground Boarding Equipment for Ground Boarding Facility	FJP	189

6.2	Approval: Increase Contract Scope for Construction of Baggage Handling System Project with Archer Western Construction	FJP	190
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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 January 29, 2024 Board Meeting

01/29/2024 | 01:00 PM - 02:08 PM

Attendees – Board:

Carlos Beruff; Kristin Incrocci; Jeff Jackson; Robert Spencer

Attendees – Staff:

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

Agenda

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

Chairman Spencer called the meeting to order at 1:00 p.m. and Commissioner Jackson gave the invocation and led the pledge.

Item 2. Introduction of New Employees

Pamela Kantor, Executive VP, CFO introduced the following new employees:

- Zaire Kekahuna-Samedi, Baggage Handler
- Marek Borkowski, Baggage Handler
- Czesława Szymanski, Baggage Handler
- Josue Morales, Maintenance Technician
- Peter Fischer, Property Leasing Agent
- Paul Matynka, Traffic Control Specialist
- Destiny O'Neill, IT System Technician

Ms. Kantor noted that an additional 23 employees were hired between September 2023 and January 2024. She also recognized Jeremy Beal, the new SMAA Police Chief.

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

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

Item 4. Public Comments - Items on the Agenda

There were no public comments regarding items on the agenda.

Item 5. Communication: Plante Moran Audited Fiscal Year 2023 Financials

Blake Roe, Partner, Plante Moran provided an overview of the Fiscal Year 2023 financial audit for the Authority and noted there were no audit exceptions again this year.

Item 6. Items Needing Action

6.1 Public Hearing to Approve Resolution 2024-02 and Annual Updates & Revisions to the Minimum Standards for Aeronautical Activities

Commissioner Spencer opened the Public Hearing and Dori Guzman, Notary Public, administered the oath to staff members taking part in the Public Hearing. Mr. Piccolo noted the Standards are updated annually.

THE PUBLIC HEARING WAS CLOSED.

6.2 Resolution 2024-02 Adopting Minimum Standards for Aeronautical Activities

MOTION: Commissioner Beruff motioned to approve Resolution 2024-02 and revisions to Minimum Standards for Aeronautical Activities, as presented. Commissioner Jackson seconded. **MOTION PASSED UNANIMOUSLY (4-0).**

6.3 Public Hearing to Approve Resolution 2024-03 and Award Development & Operating Agreement to Aircraft Services Group, Inc. for Aircraft Management, Charter, and Self Fueling Services

Commissioner Spencer opened the Public Hearing and Dori Guzman, Notary Public, administered the oath to staff members taking part in the Public Hearing. Mr. Piccolo noted the terms of the Development and Operating Agreement to Aircraft Services Group, Inc.

THE PUBLIC HEARING WAS CLOSED.

6.4 Approval of Resolution 2024-03 and Award of Development & Operating Agreement to Aircraft Services Group.

MOTION: Commissioner Beruff motioned to approve Resolution 2024-03 as presented. Commissioner Jackson seconded. **MOTION PASSED UNANIMOUSLY (4-0).**

6.5 RFQ-04-2023-OCC Professional Planning, Engineering & Architectural Design Services to Provide On-Call Consulting Services

With the intention of having two firms able to provide on-call consulting services, a Request for Qualifications was issued in November 2023. Thirteen firms responded, three were deemed qualified and were selected to present to the Board. The firms presenting their qualifications to the Board were: AtkinsRealis, Infrastructure Consulting & Engineering, and Kimley-Horn. The Board voted and ranked first AtkinsRealis and Kimley-Horn as the two firms to provide on-call general consulting services, with two separate professional services contracts to be negotiated. Infrastructure Consulting & Engineering was ranked third.

MOTION: Commissioner Beruff motioned to approve the selections. Commissioner Jackson seconded. **MOTION PASSED UNANIMOUSLY (4-0).**

6.6 Resolution 2024-01 Authorizing President, CEO to Execute certain Leases, Contracts, and Grant Agreements

MOTION: Commissioner Beruff motioned to approve Resolution 2024-01, authorizing the President, CEO (or in his absence, the Executive Vice President, Chief of Staff) to execute certain leases, contracts and grant agreements. This resolution is updated annually. Commissioner Incrocci seconded. **MOTION PASSED UNANIMOUSLY (4-0).**

6.7 Revisions to the SMAA Official Travel Policy

MOTION: Commissioner Beruff motioned to approve revisions to the SMAA Official Travel Policy, as presented. Commissioner Incrocci seconded. **MOTION PASSED UNANIMOUSLY (4-0).**

6.8 Permanent Utilities Easement(s) to Manatee County for Service to Team Success Facilities

The Team Success charter school is currently under construction on airport property. In order to accommodate a large water meter, Manatee County is requesting/requiring two permanent utilities easements.

MOTION: Commissioner Beruff motioned to approve permanent utilities easement(s) to Manatee County, as presented. Commissioner Incrocci seconded. **MOTION PASSED UNANIMOUSLY (4-0).**

6.9 Ratification of SMAA Defined Benefit Retirement Plan Governance Report

Staff is requesting ratification of the 2023 Governance Report, clarifying certain items requested by the Florida Department of Management Services. Particularly, that the Authority uses on pecuniary factors when deciding to invest plan assets.

MOTION: Commissioner Beruff motioned to ratify the 2023 SMAA Retirement Plan Governance Report, as presented. Commissioner Incrocci seconded. **MOTION PASSED UNANIMOUSLY (4-0).**

6.10 Second Lease Amendment to FBO Development and Operating Lease Agreement with Sheltair Aviation SRQ, LLC.

Staff is recommending approval of the following: a) requirement for the construction of additional aircraft apron to serve the adjoining FIS facility ("FIS Apron"); b) establishment of an easement and tenant right of way for access to, from, and across the FIS Apron; c) increase minimum capital investment to include FIS Apron; d) extend the period of abated rent for the expansion parcel, from two years up to three and one half years, in consideration of the requirement to construct the FIS Apron; e) redefine

the commencement date of the Agreement to occur no later than December 31, 2025; and f) adjust the initial rental rate accordingly.

MOTION: Commissioner Beruff motioned to approve the second amendment to agreement with Sheltair Aviation, LLC., as presented. Commissioner Incrocci seconded. **MOTION PASSED UNANIMOUSLY (4-0).**

Item 7. Items Needing Action – Over \$500,000 Threshold

7.1 Construction Contract Award to Stellar Development, Inc. for the 15th Street Observation Area

Five bids were received and evaluated to construct the 15th St. Observation Area. Staff is recommending the Authority enter into an agreement with the lowest responsive bidder, Stellar Development, Inc. Manatee County as agreed to share half the costs of the project, and the Authority will be responsible for the other half.

MOTION: Commissioner Beruff motioned to approve the Chairman to execute a contract with Stellar Development for the 15th Street Observation Area project in an amount up to \$1,974,212.00, with a 10% contingency for a total budget of \$2,171,633.00. Commissioner Jackson seconded. **MOTION PASSED UNANIMOUSLY (4-0).**

Item 8. Department Reports Accepted

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

Item 9. Attorney Presentations

There were no attorney presentations.

Item 10. Old/New Business

There was no old/new business.

Item 11. Public Comments - Items Not on the Agenda

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

Item 12. Comments by Commissioners

Commissioner Spencer opened the discussion regarding extending the President, CEO employment contract through June 30, 2025, with an additional six months (through December 31, 2025) as an advisor.

MOTION: Commissioner Beruff motioned to approve the President, CEO's Sixth Amendment to Employment Contract, as presented. Commissioner Incrocci seconded. **MOTION PASSED UNANIMOUSLY (4-0).**

Item 13. Adjournment

The meeting was adjourned at 2:08 p.m.

ATTEST:

APPROVE:

Doug Holder, Secretary

Robert Spencer, Chairman

AGENDA ITEM NO. 5.1

SARASOTA MANATEE AIRPORT AUTHORITY
MARCH 25, 2024, REGULAR MEETING
STAFF NARRATIVE

RECOMMENDATION TO AWARD
LEASE AND DEVELOPMENT AGREEMENT TO ROPER TECHNOLOGIES, INC.,
FOR PRIVATE AIRCRAFT STORAGE

EXECUTIVE SUMMARY: Recommendation to Award a Lease and Development Agreement to Roper Technologies, Inc., for Private Aircraft Storage.

NARRATIVE: Roper Technologies, Inc. ("Roper") is a market leader in the design and development of vertical software and technology and a constituent of the S&P 500 and Fortune 1000, headquartered in Sarasota. Roper desires to lease undevelopable land at the Airport to construct a minimum of 20,000 square feet of aircraft hangar and an equivalent amount of aircraft apron for the sole purpose of storage of its private corporate aircraft.

In response to Roper's request, Staff has identified an appropriate location in the north quadrant of the Airport in proximity to the existing SRQ Hangar, L.L.C., leasehold, schedule for development of similar sized aircraft hangar storage of private corporate aircraft. The proposed agreement is for an initial twenty (20) year term with one ten (10) year renewal term, for a total of approximately 90,670 square feet of land, including approximately 78,844 square feet of undeveloped land, and approximately 11,826 square feet of non-exclusive off-site stormwater management land and facilities.

Roper has agreed to an initial land rental rate of Eighty-Five Cents (\$0.85) per square foot per annum, equivalent to Seventy-Seven Thousand Dollars (\$77,070.00) per annum, subject to CPI adjustments every three (3) year thereafter throughout the term of the Agreement, and a rate adjustment based on appraisal at the completion of the initial term. A security deposit equivalent to the first year of land rent is payable to the Authority on or before the effective date of the agreement. All other terms, covenants, and conditions of the proposed agreement comply with the Authority's Minimum Standards for Aeronautical Activities, as amended.

Based on the information presented, the President and CEO recommends award of a proposed Lease and Development Agreement to Roper Technologies, Inc., for Private Aircraft Storage pursuant to the terms above.

RECOMMENDATION: It is hereby recommended that the Sarasota Manatee Airport Authority Board award a Lease and Development Agreement to Roper Technologies, Inc., for Private Aircraft Storage, pursuant to the terms presented.

ATTACHMENTS: Proposed Lease and Development Agreement with Roper Technologies, Inc., for Private Aircraft Storage, dated March 25, 2024.

03252024



**SARASOTA
BRADENTON
INTERNATIONAL**

LEASE AND DEVELOPMENT AGREEMENT

SARASOTA MANATEE AIRPORT AUTHORITY

and

ROPER TECHNOLOGIES, INC.

Effective March 25, 2024

LEASE AND OPERATING AGREEMENT

This Lease and Development Agreement (this "Lease") is made and entered into by and between the **SARASOTA MANATEE AIRPORT AUTHORITY**, an Independent Special District of the State of Florida, existing under the laws of the State of Florida ("Authority"), and **ROPER TECHNOLOGIES, INC.**, a Foreign Profit Corporation, organized and existing under the laws of the State of Florida ("Lessee"), collectively herein after referred to as 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, Authority is permitted to lease real property at the Airport pursuant to the Florida Statutes, and

WHEREAS, the Lessee desires to lease real property at the Airport to construct an aircraft hangar for the storage of Lessee's Private Aircraft and to operate as a Private Hangar Owner at the Airport, as defined in the Authority's Minimum Standards for Aeronautical Activities, dated September 25, 2023, as may be amended; and

WHEREAS, the Authority desires to lease real property at the Airport to the Lessee to construct an aircraft hangar for the storage of Lessee's Private Aircraft and to operate as a Private Hangar Owner at the Airport, as defined in the Authority's Minimum Standards for Aeronautical Activities, at the Airport, dated September 25, 2023, 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 "Aeronautical Activities - 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 or entity 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.

2.02 "Adjustment Date" has the meaning set forth in Article 5.07.

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

2.04 "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.

2.05 "Appraisal Adjustment Date" has the meaning set forth in Article 5.07.

2.06 "Base Rental" means: (a) the initial annual Building Rent provided in Articles 5.01 and 5.01(B); and (b) the initial annual Improvement Rent established on the dates provided in Article 5.02 for the Lessee's Improvements identified in Article 6.02, as applicable. The Base Rental shall be adjusted as provided in Articles 5.07 and 5.08 on the Appraisal Adjustment Dates.

2.07 "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.

2.08 "Board" means the Board of the Sarasota Manatee Airport Authority, Florida.

2.09 "President/CEO" means the President/CEO of the Sarasota Manatee Airport Authority.

2.10 "Commencement Date" has the meaning set forth in Articles 3.01.

2.11 "Consumer Price Index" has the meaning set forth in Article 5.07.

2.12 "Damages" has the meaning set forth in Article 17.

2.13 "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.

2.14 "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.

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

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

2.17 "FAA" means the Federal Aviation Administration.

2.18 "FBO" or "Fixed Base Operator" means a Fixed Base Operator as defined in Article 13 of the Minimum Standards for Aeronautical Activities at the Airport, dated September 25, 2023, and as now or hereafter may be amended.

2.19 "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.

2.20 "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.

2.21 "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.

2.22 "Lessee's Improvements" shall mean the improvements required on Article 6.01.

2.23 "Improvement Rent" has the meaning set forth in Article 5.02.

2.24 "Initial Term" has the meaning set forth in Articles 3.01.

2.25 "Inspection Period" has the meaning set forth in Article 4.02(B).

2.26 "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.

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

2.28 "Land Rent" is the rent payable by Lessee for the land leased by Authority to Lessee. See Articles 5.01.

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

2.30 "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.

2.31 "Leasehold Mortgage" has the meaning set forth in Article 13.01.

2.32 "Letter of Credit" has the meaning set forth in Article 5.10.

2.33 "Minimum Standards for Aeronautical Activities" or "Minimum Standards" means the Minimum Standards for Aeronautical Activities for Sarasota Bradenton International Airport adopted by the Authority on September 25, 2023, as now or hereafter amended, and any successor minimum standards for aeronautical activities adopted for the Authority.

2.34 "Non-Discrimination Authorities" has the meaning set forth in Article 23.02(C).

2.35 "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.

2.36 "Phase I ESA" has the meaning set forth in Article 19.05

2.37 "Phase II ESA" has the meaning set forth in Article 19.05.

2.38 "Plans" has the meaning set forth in Article 6.03.

2.39 "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.

2.40 "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.

2.41 "Private Aircraft" means an aircraft owned or under lease by the Lessee from a third party, in Lessee's name or an entity majority owned and controlled by Lessee, not used for "Aeronautical Activities" at the Airport, as defined above.

2.42 "Private Hangar Owner" means 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.

2.43 “Real Property” or “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 3.02.

2.45 “Security Deposit” has the meaning set forth in Article 5.10.

2.46 “Lessee Parties” means Lessee and its sublessees, contractors, suppliers, employees, officers, licensees, agents, and invitees.

2.47 “Term” means the Initial Term and any Renewal Term.

2.48 “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. The Initial Term shall commence on the first of the following events to occur: (a) the date of substantial completion of the Improvements as evidenced by a certificate of occupancy; (b) the date Lessee commences using the Premises, or any part thereof, for the storage of Private Aircraft; or c) twenty-four (24) months immediately following the Effective Date of this Lease (collectively, the “Commencement Date”), and shall expire twenty (20) years following the Commencement Date (“Initial Term”), unless sooner terminated pursuant to the terms of this Lease. As used herein, “Lease Year” shall mean 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 mean the annual periods immediately succeeding the end of the first Lease Year.

3.02 Renewal Term. Provided the Lessee is not in default of any term, covenant, or condition of this Lease, the Parties shall have the option to renew this Lease for an additional ten (10) year term (“Renewal Term”). 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. Throughout the Renewal Term, if any, all terms, covenants, and conditions of this Lease shall remain unchanged and in full force and effect. No further extension to the Term of this Lease shall be granted.

Article 4 – Premises and Privileges

4.01 Premises. The Authority hereby leases to Lessee and Lessee hereby leases from Authority that certain real property consisting of approximately 90,670 square feet of land, including approximately 78,844 square feet of contiguous undeveloped land, the location of which is depicted on Exhibit A-1, attached hereto, plus 11,826 square feet of non-exclusive off-site stormwater management land and facilities, subject to all terms, covenants, and conditions set forth in this Lease. The Lessee further acknowledge and agrees that, within ninety (90) days immediately following the Effective Date of this Lease, Lessee shall obtain at its sole expense a proper survey of the Premises (the “Survey”), and Lessee shall provide an original copy of the Survey to Authority, which shall be substituted and attached to this Lease as the original Exhibit A-1.

4.02 Inspection of Premises.

- (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 construction of Lessee's Improvements subject to the terms, covenants, 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 immediately 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 appropriate licensed Persons with knowledge in the respective areas or matters inspected. Lessee agrees to indemnify the 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 shall survive the earlier termination or expiration of this Lease as may be amended. Prior to the expiration of the Inspection Period, Lessee shall provide the Authority with a complete copy of all written reports detailing the results of the Inspections obtained by the Lessee hereunder.
- (C) If Lessee determines that it will be unable to use the Premises or any portion thereof for the uses permitted hereunder based on the result(s) of the Inspections, or if an 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 this Article. In the event Lessee fails to properly exercise its right to terminate this Lease pursuant to this Article, 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 this Article. 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 it existed in prior thereto, using materials of like kind and quality.
- (D) The Authority has provided Lessee with a Phase I environmental audit report, dated January 4, 2022, prepared by Enviro-Audit & Compliance, Inc. which report 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, if any, prepared by Lessee during the Inspection Period, shared with, and confirmed by the Authority ("Lessee Environmental Reports").
- (E) The Parties agree that there shall be a rebuttable presumption that any environmental condition of the Premises identified after the expiration of the Inspection Period is not a

Pre-existing Environmental Condition, and it shall be Lessee's burden to demonstrate such condition was a Pre-existing Environmental Condition. The parties acknowledge and agree that the means and methods of remedying any Pre-existing Environmental Condition shall be within the sole control and discretion of the Authority. 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.

- (F) 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 the Authority a copy of the related Inspection report(s). Authority may give written notice to Lessee within thirty (30) days following 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 all applicable Environmental Laws; or c) provide Lessee the option, at Lessee's sole discretion, to perform the remediation and advance the cost thereof in exchange for full reimbursement of said cost by the Authority through rent credits issued to the Lessee or other repayment method that may be agreed to by 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 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.
- (G) If a notice of termination is timely given by either party pursuant to this Article, or if the Lease is deemed terminated pursuant to this Article, the Parties shall be relieved of all further liabilities, duties, and obligations under this Lease except for Lessee's indemnification obligations under this Article and Lessee's obligation to restore the Premises under this Article.

4.03 Condition of Premises. Subject to Lessee's rights to complete Inspections pursuant to Article 4.02 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 9.02, 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 Lessee's 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.

4.04 Use of Premises. All rights and privileges granted by Authority to Lessee for use of the Premises by this Lease are non-exclusive and expressly limited to the construction of an aircraft hangar for the storage of Lessee's Private Aircraft and to operate as a Private Hangar Owner at the Airport, as defined in the Minimum Standards for Aeronautical Activities, as may be amended. Lessee agrees that the Premises shall be utilized solely for the construction of an aircraft hangar for the storage of Lessee's Private Aircraft and to operate as a Private Hangar Owner, as defined in said Minimum Standards, and for no other purpose whatsoever. Lessee shall not conduct any Aeronautical Activities, as defined in the Minimum Standards for Aeronautical Activities, conduct any commercial activity, or provide any commercial products or services to any Person on the Premises or elsewhere on the Airport. Violation of the requirements of this Article shall result in suspension or revocation of Lessee access to the Premise, including suspension or revocation of Airport security badges issued to Lessee's Parties, and or the termination of this Lease.

4.05 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 use of the Premises to construct an aircraft hangar for the storage of Lessee's Private Aircraft and to operate as a Private Hangar Owner at the Airport, as defined in the Minimum Standards for Aeronautical Activities ("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, 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.

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

4.07 Grant of Right of Away. The Parties acknowledge that there may from time to time be some utilization over certain portions of the Premises located outside the hangar to be constructed on the Premises by Authority and Authority's tenants located immediately adjacent or in proximity to the Premises, for the sole purpose of temporary aircraft and vehicle movement that may occur at any time throughout the Term of this Lease, as may be amended. In consideration thereof, Lessee grants to

Authority and Authority's tenants a limited right of way across all exterior paved surfaces located on the Premises, including aircraft aprons, taxiway connectors, taxi lanes, vehicle roadways, vehicle parking lots, and pedestrian sidewalks located thereon (the "Outside Premises"), for the sole purpose of the movement of aircraft, vehicles, and individuals across the Outside Premises, it being the intent that such right of way be used solely for traversing, arriving and departing and not for purposes of parking, repairing or refueling of aircrafts or vehicles unless in an emergency. The Authority and Lessee acknowledge and agree to not obstruct or in any other way prevent at any time, except momentarily, the movement of aircraft, vehicles, or individuals across the Outside Premises. Lessee may at any time momentarily prevent access to any portion of the Outside Premises to Authority or its tenants, provided an alternate means of ingress and egress over the Outside Premises is made available to Authority or its tenants. Except as expressly set forth herein, nothing in this Lease shall be construed in any way to grant or convey to the Authority or Authority's tenants a permanent or temporal right or privilege across any other portion of the Premises, except as provided for in this Lease.

Article 5 – Rental, Fees, and Charges

5.01 Land Rent. The real property leased to Lessee shall consist of a total of approximately 90,670 square feet of land, which total includes approximately 78,844 square feet of contiguous undeveloped land, plus the equivalent of fifteen percent (15%) of said undeveloped land, or approximately 11,826 square feet, of additional land for Lessee's nonexclusive use of the Airport's offsite stormwater management system, land, and facilities. Beginning on the Commencement Date and continuing uninterrupted thereafter throughout the Term of this Lease, Lessee shall pay to Authority rent for 90,670 square feet of land in the amount of Eighty-Five Cents (\$0.85) per square foot per annum ("Rental Rate"), equivalent to Seventy-Seven Thousand, Seventy Dollars (\$77,070.00) per annum as Land Rent.

5.02 Improvement Rent.

- (A) Beginning on the first day of the twenty first (21st) Lease Year, Lessee shall commence payment of rent for the use of all Improvements ("Improvement Rent") constructed or placed upon the Premises. Accordingly, in the 21st Lease Year, if the Lessee has renewed the Lease, the Lessee shall pay both Land Rent and Improvement Rent.
- (B) Prior to the commencement of Improvement Rent, the Authority shall conduct a survey of the Improvements to be prepared for the purpose of determining their square footage. The survey shall be prepared by a professional surveyor licensed in the State of Florida in accordance with the minimum technical standards for surveys within the State of Florida. Rent shall be established based on the total square footage of the Improvements as determined by such survey.
- (C) Improvement Rent to be paid by Lessee pursuant to this Section shall be determined by a fair market value appraisal. Authority may utilize the appraisal process set forth in Section 5.06 or may, at its sole option, elect to cause a separate appraisal of the Improvements, utilizing the same methodology for appraisals obtained pursuant to Section 5.06 to be performed, which may occur on a different date than the Adjustment Date; provided that the appraiser shall be an independent qualified M.A.I. appraiser, licensed in the State of Florida, with demonstrated experience in appraising comparable

aviation real estate. Improvement Rent established pursuant to this Section shall be adjusted in accordance with Section 5.06. Any delay in establishing rents pursuant to this Section shall not constitute a waiver of or in any way impair the continuing obligation of Lessee to pay rent for the Improvements from the date provided in this Section.

5.03 Common Area Maintenance Fees. The parties recognize that there will be some utilization throughout the Term of this Lease, as may be amended, by Lessee of certain facilities, equipment, and infrastructure not located on the Premise that is maintained by Authority, including, but not limited to, the maintenance of the Airport Common Areas ("Common Area Maintenance"). In consideration thereof, Lessee shall pay to Authority an amount equivalent to five percent (5%) of the then present Land Rent plus applicable sales tax as a contribution towards the Common Area Maintenance ("CAM Fee"). The CAM Fee shall be due and payable by Lessee to Authority monthly in twelve equal monthly installments which shall be submitted by Lessee to Authority concurrent with the Monthly Installments of Land Rent as stipulated in Article 5.04, below, and adjusted concurrently with the Adjustment of Rental Rate stipulated in Article 5.07 and Article 5.08, below.

5.04 Landing Fees. The Authority reserves the right to cause Lessee to collect Landing Fees. The Authority reserves the right, in its discretion and after a public hearing, to impose, modify or discontinue Landing Fees as it deems for itself solely to be in the best interest of the Airport, provided such action shall be applicable to all tenants and users of the Airport.

5.05 Monthly Installments. The Land Rent and CAM Fee as defined herein shall be payable in equal monthly installments, in advance, without demand and without any deduction, holdback or set off whatsoever, by the first day of each month, as adjusted in accordance with Section 5.04 and Section 5.05 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. Annual Land Rent in the amount of \$85,159.80 shall be payable in monthly installments of Seven Thousand, Ninety-Six Dollars and Sixty-Five Cents (\$7,096.65) subject to the Adjustments to Rent provided for in this Lease.

5.06 Address for Payments. 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

5.07 Adjustments of Rent. Commencing on the first day of the fourth (4th) Lease Year and every three (3) years thereafter including renewal terms unless otherwise specifically provided ("Adjustment Date") the Rental Rate 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 an adjustment. The annual rent shall not increase by more than nine percent (9%) 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.

5.08 Adjustment Based Upon Appraisal. Upon the first day of the tenth (10th) lease year, and at the Commencement of any Renewal Term, (each said date an "Appraisal Adjustment Date"), the annual Land Rent and Improvement Rent, set forth in Articles 5.01 and 5.02, respectively, 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 land and 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 the Terms of this Lease the Improvement Rent does not commence until the Renewal Term begins.

This Lease shall automatically be considered amended, without formal amendment hereto, upon written request for payment by the Authority of the rental rates established pursuant to Articles 5.07 and 5.08. 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.

5.09 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

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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.

5.10 Security Deposit. Thirty (30) days 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 Land Rent assessed during the fourth (4th) Lease Year. ("Security Deposit"). The Security Deposit shall serve as security for the payment of all sums due to the 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 the 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 shall constitute the default of this Lease entitling Authority to all available remedies. The Security Deposit shall not be returned to the Lessee or released by the 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.

5.11 Licenses, Fees, and Taxes. 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.

In addition, 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 Lessee's 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. The 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 the 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. 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.

5.12 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.

5.13 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.

5.14 Additional Remedies. The 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 the Authority with regards to annual rent.

Article 6 – Construction of Improvements

6.01 Lessee's Improvements. Lessee shall be required to design, permit, and construct, at its sole cost and expense, including all direct and indirect costs, the Lessee Improvements as set forth in Exhibit B, including but not limited to all related infrastructure, buildings and facilities, aircraft and vehicle pavements, fixtures, furnishings and equipment, improvements and alterations, of any kind, including not less than Twenty Thousand (20,000) square foot of aircraft hangar and Twenty Thousand (20,000) square feet of aircraft apron, aircraft taxi lane connector to the nearest taxiway, vehicle driveway and adequate paved vehicle parking, utilities lines and connections, stormwater drainage, perimeter security fencing, lighting, landscaping, and all safety or security measures required by law (hereinafter collectively referred to as "Improvements" or "Lessee's Improvements"). Construction of the Improvements shall be completed no later than) twenty-four (24) months immediately following the Effective Date of this Lease, 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 control of Lessee. All aircraft aprons, taxi lane connectors, and other aircraft pavements constructed on the Premises shall be designed in accordance with FAA Advisory Circular 150/5320-6 Airport Pavement Design and Evaluation, as now or hereafter amended. Lessee's Improvements and all other modification, alterations, or improvements constructed or installed on the Premises shall be attractive first-class design, materials, and construction as determined by the Authority, shall comply with all applicable laws, rules, and regulations, and standard commercial industry construction methods.

6.02 General Requirements. Lessee shall make no alterations or improvements, including construction of Lessee's Improvements, to the Premises without the prior written approval of the Authority's President/CEO. Prior to any said alterations, improvements, or construction, Lessee shall submit to the Authority a Tenant Construction Permit Application (the "Application") on a form furnished by the Authority, which Application shall serve to facilitate the design review process for Lessee's Improvements,

and any other alterations or improvements proposed by the Lessee during the Term of this Lease. Approval by the Authority of Lessee's Improvements and all other alterations, improvements or construction proposed shall be in conducted accordance with the terms, covenants, and conditions of this Lease and all applicable laws, rules, regulations, and ordinances, including but not limited to the following:

- (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 the 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. 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. The 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.

6.03 Design and Construction Approvals. Except as otherwise provided for herein, prior to constructing Lessee's 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 Lessee's Improvements, Lessee shall provide to Authority a written agreed upon examination report detailing the costs of constructing the Lessee's Improvements, which shall include a schedule detailing the total cost of constructing Lessee's Improvements by category and amount; and a schedule detailing the total Approved Costs of the Lessee's 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.

6.04 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 Lessee's Improvements, Aircraft Taxi Lane Connector, 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 the work or providing materials relating to Lessee's Improvements, Aircraft Taxi Lane Connector, or any improvements made by Lessee to 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 7 – Obligations of Lessee and Authority

7.01 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.

7.02 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.

7.03 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.

7.04 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.

7.05 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.

7.06 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.

7.07 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.

7.08 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 Lessee's Improvements.

7.09 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.

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

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

7.11 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.

7.12 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.

7.13 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.

7.14 Derelict Aircraft. Lessee shall not permit the temporary or permanent storage (without an open work order being actively pursued) on 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 the Authority. Notwithstanding the foregoing, the Authority may make a 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.

7.15 Derelict Vehicles. Lessee shall not permit the temporary or permanent storage on 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.

7.16 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 the Authority.

Article 8 – Maintenance and Repair

8.01 General Maintenance and Repair. Lessee shall, throughout the Term and any extension thereof, be responsible for all maintenance and repairs of the Premises, including, but not limited to, all aircraft apron areas, buildings, and improvements thereon, whether such maintenance or repair be

ordinary or extraordinary, structural, or otherwise. Authority shall not be liable for or required to perform any maintenance or make any repairs to 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 of commercial quality and class comparable to the original work, to preserve the Premises and all improvements and 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 Lessee's 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.

8.02 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 the

Authority promptly after receipt of the notice of noncompliance. If corrective action is not initiated within ten (10) days and pursued in a diligent manner to completion, Authority may, but shall not be obligated, to cause the same to be accomplished. Lessee agrees that Lessee shall assume and be liable to Authority for payment of all reasonable costs incurred by Authority, plus a fifteen percent (15%) administrative overhead fee, which costs, and administrative overhead fee shall constitute additional rent hereunder and shall be due and payable within thirty (30) days of the date of Authority's written notice.

Article 9 – Utilities

9.01 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 the Authority upon installation unless owned by a third party. The 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.

9.02 Storm Water, Industrial and Sanitary Sewage. 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 System.

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 System 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 System 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 the 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. 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 10 – 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 11 – Insurance Requirements

11.01 General 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 or the 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.

11.02 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.

11.03 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.

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

11.05 Environmental Impairment Liability. Lessee shall maintain 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.

11.06 Property Casualty, 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.

11.07 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 Lessee at the Airport. Lessee may satisfy the minimum limits required above for Commercial General Liability/Airport Liability, Aircraft Hull Insurance, 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 no less than the highest "each occurrence" limit for the Commercial General Liability/Airport Liability.

11.08 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, unless the policy provides coverage on a "Follow-Form" basis. 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".

11.09 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".

11.10 Certificates of Insurance. Prior to the Commencement Date, Lessee shall provide the 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.

11.11 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.

11.12 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.

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

11.14 Right to Review or Adjust Insurance. The Authority may review, modify, reject, or accept any required policies of insurance, including, but not limited to, limits, coverages, or endorsements, required by this Article from time to time throughout the Term and any extension thereof. The 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.

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

Article 12 – Damage, Destruction or Condemnation of the Premises

12.01 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, 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.

12.02 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 6; 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, 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.

12.03 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 Lessee's 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.

12.04 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 13 – Rights of Leasehold Mortgagees

13.01 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. The Authority's interests in the fee and in this Lease are and shall always remain superior and prior in right to any Leasehold Mortgage.

13.02 Notice of 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 the 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.

13.03 Cure of Default or Termination. The Authority will take no action to affect 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.

13.04 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. The 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. The Authority does not authorize any novation of Lessee's obligations under this Lease.

13.05 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.

13.06 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.

13.07 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.

13.08 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, 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.

13.09 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 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 14 – Title to Improvements

14.01 Title to Improvements. Lessee shall be deemed to be the owner of Lessee's 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, Lessee' Improvements and all other improvements and alterations constructed or placed upon the

Premises by Lessee, 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.

14.02 Removal of Improvements. Notwithstanding any provision of this Lease to the contrary, Authority may require Lessee to remove Lessee's Improvements, or any other improvements or alterations constructed or installed on the Premises by Lessee during the Term of this Lease upon the expiration this Lease, as set forth in Article 3.01, unless renewed in accordance with Article 3.02.

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

Article 15 - Expiration, Default, Remedies and Termination

15.01 Expiration. This Lease shall automatically terminate at the end of the Initial Term, unless renewed in accordance with Article 3.02. In the event this Lease is renewed, this Lease shall automatically terminate at the end of the Renewal Term.

15.02 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) Failure to comply with the requirements of Article 16 or in any other way transferring possession or granting the use of any portion of the Premises or Lessee's Improvements without the prior written approval of the Authority.
- (H) 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.

15.03 Remedies. Pursuant to Article 15.02, 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, the Authority shall have cause of action to recover any rent remaining unpaid when the Authority retakes possession of the Premises for the account of the 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.

15.04 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.

15.05 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 the Authority.

Article 16 – Assignment 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, covenants, and conditions of this Lease or as this Lease may be subsequently amended or modified.

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 the 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.

Prior to executing a sublease for any portion of the Premises or Lessee's Improvements thereon, Lessee shall require all proposed subleases to obtain an operating Permit from the Authority, as defined in the Minimum Standards, and provide to the Authority copies of each proposed sublease for its review and investigation. The Authority reserves the right to investigate the licensing, certification, registration, and financial capacity of any proposed assignee or sublessee prior to making its decision. Issuance of an operating Permit is subject to the Authority's approval, which approval will not be unreasonably withheld.

Lessee shall always comply with each requirement of this Article throughout the Term of the Lease, as may be amended. Lessee's failure to comply with the requirements of this Article shall be a direct and immediate Default under Article 15.02 of this Lease.

Article 17 - Indemnification

Lessee shall protect, defend, reimburse, indemnify and hold Authority and its elected officers, employees and agents and each of them free and harmless at all times from and against any and all liability, losses, expenses, costs, suits, claims, judgments, fines and damages (including reasonable attorney fees at trial and appellate levels) and causes of action of every kind and character (hereinafter collectively referred to as, "Damages"), or in which Authority is named or joined, arising out of Lessee's or a Lessee Party's use or occupancy of the Premises or Airport by Lessee or a Lessee Party, including, but not limited to, those arising by reason of any damage to property or the environment, or bodily injury (including death) incurred or sustained by any party hereto, any agent or employee of any party hereto, and any third party or other Person whomsoever, or any governmental agency, arising out of or incident to or in connection with the condition of the Premises caused by Lessee, Lessee's or a Lessee Party's acts, omissions or operations at the Airport, or the performance, non-performance or purported performance of Lessee or any breach by Lessee or an Lessee Party of the terms of this Lease Lessee recognizes the broad nature of this indemnification and hold-harmless clause and acknowledges that Authority would not enter into this Lease without the inclusion of such clause, and voluntarily make this covenant and expressly acknowledges the receipt of Ten Dollars (\$10.00) and such other good and valuable consideration provided by Authority in support of this indemnification in accordance with the laws of the State of Florida. The obligations arising under this Article shall survive the expiration or termination of this Lease.

Article 18 – 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 the Authority shall be promptly removed at the sole cost and expense of Lessee upon written demand therefore by Authority.

Article 19 - Laws, Regulations and Permits

19.01 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.

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

19.03 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.

19.04 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 the Parties or the subject matter thereof. Lessee further represents, warrants, guarantees and covenants to Authority, upon which Authority hereby expressly relies, that Lessee, its employees, agents, contractors, and those Persons that are required to be so trained working for, or on behalf of, Lessee have been, or will be prior to commencement of operations on the Premises, fully and properly trained in the handling of all such Hazardous Substances, and that such training, at a minimum, complies with any and all applicable Environmental Laws.

- (D) Lessee shall provide to Authority satisfactory documentary evidence of all such requisite legal permits and notifications, as hereinabove required and as may be further required, upon request, from time to time by Authority.
- (E) If Lessee is deemed to be a generator of hazardous waste, as defined by applicable Environmental Laws:
 - (1) Lessee shall obtain an EPA identification number and shall comply with all requirements imposed upon a generator of hazardous waste, including, but not limited to, ensuring that the appropriate transportation and disposal of such materials are conducted in compliance with Environmental Laws.
 - (2) Lessee shall maintain an accurate inventory list (including quantities) of all such hazardous waste, whether stored, disposed of, or recycled, or, in the alternative, copies of hazardous waste manifests, available always for inspection upon reasonable advance notice at any time on the Premises by Authority.
 - (3) Lessee shall notify the Authority, and such other appropriate agencies as Authority may from time to time designate, of all hazardous waste activities occurring at the Premises so that it shall be included as a Authority Generator of such waste.
 - (4) Lessee shall provide to the Authority, and to all appropriate governmental entities having jurisdiction thereover, the name and telephone number of Lessee's emergency coordinator in case of any spill, leak, or other emergency involving hazardous, toxic, flammable, and/or other pollutant/contaminated materials.
- (F) Lessee shall be strictly liable for, and hereby expressly assumes all responsibility for all citations, fines, environmental controls and monitoring, clean-up and disposal, restoration and corrective measures resulting from or in any way connected with the improper use, handling, storage, and/or disposal of Hazardous Substances by the Lessee parties on or from the Premises. All such remedies of the 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 to Lessee's indemnification agreement set forth in Article 17. 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 shall survive the expiration or earlier termination of this Lease.

19.05 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. Phase I ESA and Phase II ESA shall state that the 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. 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 20 – 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 21 – 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 THE

AUTHORITY BE LIABLE FOR SPECIAL OR EXEMPLARY DAMAGES OR FOR LOSS OF REVENUE OR ANTICIPATED PROFITS.

Article 22 - Governmental Restrictions

22.01 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.

22.02 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.

22.03 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.

22.04 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.

22.05 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.

22.06 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.

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

22.08 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.

22.09 Hazardous Wildlife Attractants. Lessee acknowledges that water detention and retention areas are considered wildlife attractants and shall request the approval of the Authority prior to constructing a water detention or retention area within the Premises. If approved by the 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.

22.10 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 23 – Non-Discrimination

23.01 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.

23.02 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 Lessee's 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, the 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 24 - 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. The Authority shall not be liable for any damage or loss of any personal property placed or moved on to the Premises.

Article 25 - 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.") The Authority reserves the right to enter into 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 26 - 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 27 - Miscellaneous

27.01 Force Majeure. Any delay in or a failure of performance by Lessee in the performance of its obligation under this Lease to construct Lessee's 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 Lessee's 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.

27.02 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.

27.03 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 Lessee's 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 the Authority with original source documentation of said direct costs, which documentation shall be used by the Authority and Lessee as the sole means to determine the amount of reimbursement due.

27.04 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, therefore.

27.05 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.

27.06 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 the Authority or Authority.

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

27.08 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.

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

27.10 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.

27.11 Notices. All notices and elections (collectively, "notices") to be given or delivered by or to any party hereunder, shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service or overnight mail, or alternatively shall be sent by United States Certified Mail, with Return Receipt Requested. The effective date of any notice shall be the date of delivery

of the notice if by personal delivery, courier services or overnight mail, or if mailed, upon the date which the return receipt is signed or delivery is refused, or the notice designated by the postal authorities as non-deliverable. The Parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

Authority

President/Chief Executive Officer
Sarasota Manatee Airport Authority
Sarasota Bradenton International Airport
6000 Airport Circle, 3rd Floor
Sarasota, FL, 34243

Lessee

Chief Executive Officer
c/o Director of Aviation
Roper Technologies, Inc. 6496 University Parkway
6901 Professional Pkwy E, Ste 200
Sarasota, FL, 34243
34240

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

27.12 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.

27.13 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.

27.14 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.

27.15 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.

27.16 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.

27.17 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.

27.18 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.

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

27.20 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.

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

27.22 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 the Authority's public health unit.

27.23 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.

27.24 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.

27.25 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.

27.26 Rights Reserved. Rights not specifically granted to Lessee by this lease are expressly and independently reserved to Authority. The 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.

27.27 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.

27.28 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 the 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.

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

ATTEST




Signature
Michael R. Peterson

Name
Asst. GC

Title
3/15/24

Date

ROPER TECHNOLOGIES, INC., a Foreign Profit
Corporation, organized and existing under the
laws of the State of Florida



Signature
John K. Ayerich

Name
Executive Vice President, Grand Canal 1 Pkwy

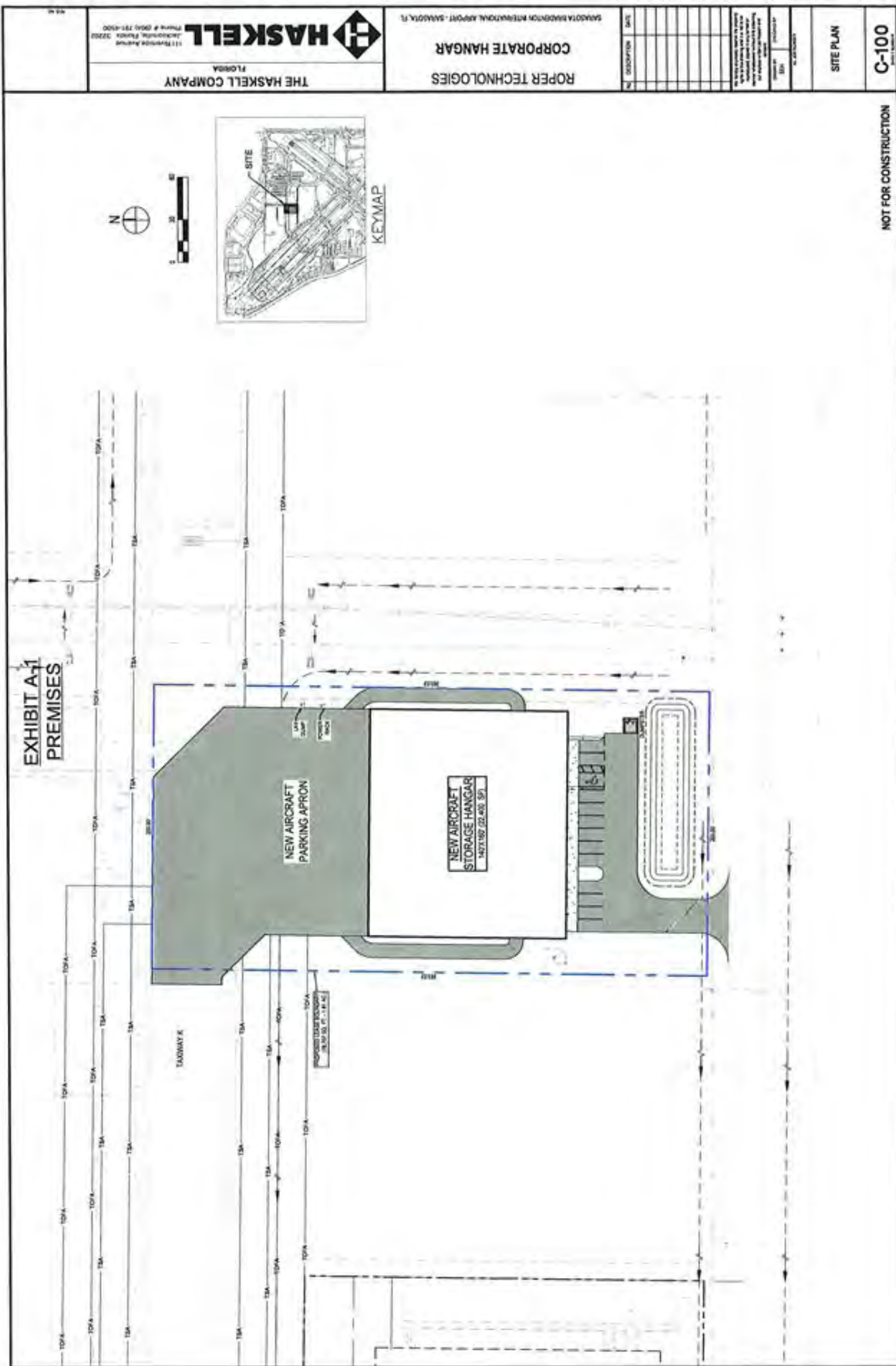
Title
mch 15, 2024

Date

Approved as to Form and Legality

Signature

General Counsel for Authority



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



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: John K. Stipancich, Executive Vice President, General Counsel + Corporate Secretary
 (print individual's name and title)
 for: Paper Technologies, Inc.
 (print name of entity submitting sworn statement)
 whose business address is: 6496 University Parkway
Sarasota, Florida 34242

and, (if applicable) its Federal Employer Identification Number (FEIN) is 51-0263969
 (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.

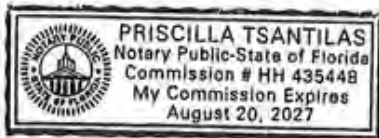
ELIXIR AIRCRAFT Repair Technologies, Inc.

[Signature]
(Signature)

John K. Stipancich
(Printed Name)

STATE OF Florida
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 8th day of March, 2024 by John K. Stipancich who is personally known to me or has produced _____ as identification.



Priscilla Tsantilas
Signature of Notary Public

Priscilla Tsantilas
Printed Name of Notary Public

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 _____, 2024, is made by and between the Sarasota Manatee Airport Authority, an Independent Special District of the State of Florida ("Authority"), and ROPER TECHNOLOGIES, INC. a Foreign Profit Corporation of the State of Florida, ("Lessee").

WITNESSETH:

The Authority as Lessor and ROPER TECHNOLOGIES, INC. as Lessee have entered into a Lease and Development Agreement dated the _____ day of _____, 2024 (the "Lease") with respect to certain real property as described therein, being a total of approximately 5.44 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 herein below.
2. The Term of said Lease is twenty (20) years from the Commencement Date as defined the in the Lease and shall thereafter be subject to one (1) possible and conditional further extension of ten (10) years.
3. This Memorandum of Lease is automatically terminated and of no further force or effect as of the Expiration Date of this Lease.
4. The purpose of this Memorandum of Lease is to give constructive notice of the Lease and of all terms, conditions, and provisions thereof to the same extent as if said Lease was fully set forth herein.

(Continued on next page).

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 _____, 2024 by _____ (name) as _____ (title) of Sarasota Manatee Airport Authority, an Independent Special District 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

LESSEE: ROPER
TECHNOLOGIES, INC., a
Foreign Profit Corporation
of the State of Florida: Delaware

By: [Signature]

Name: John K. Stipanovich

Title: Executive Vice President, General Counsel & Corporate Secretary

The foregoing instrument was acknowledged before me by means of X physical presence or online notarization, this 15th day of March, 2024 by John K. Stipanovich (name) as EVP, General Counsel & Secy (title) of ROPER TECHNOLOGIES, INC., a Foreign Profit Corporation of the State of Florida, on behalf of the company, who is personally known to me or who has produced FL Driver License (type of identification) as identification.

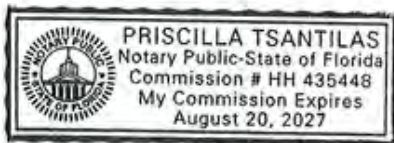
Priscilla Tsantilas

Signature - NOTARY PUBLIC
STATE OF FLORIDA AT LARGE
Priscilla Tsantilas

(Name typed, printed, or stamped)
HH 435448

(Serial number, if any)

NOTARY SEAL



AGENDA ITEM NO. 5.2

SARASOTA MANATEE AIRPORT AUTHORITY
MARCH 25, 2024, REGULAR MEETING
STAFF NARRATIVE

RECOMENDATION TO APPROVE ASSIGNMENT OF DEVELOPMENT AND OPERATING AGREEMENT
FOR AIRCRAFT SALES, MANAGEMENT, CHARTER, AND AIRCRAFT SELF FUELING
FROM AIRCRAFT SERVICES GROUP, INC. TO AIRCRAFT SERVICE HANGAR GROUP, INC.

EXECUTIVE SUMMARY: Recommendation to Approve Assignment of a Development and Operating Agreement for Aircraft Sales, Aircraft Management, Charter, and Aircraft Self Fueling from Aircraft Services Group, Inc. to Aircraft Services Hangar Group, Inc.

NARRATIVE: Aircraft Services Group, Inc. ("ASG") Inc. is an established commercial on-demand air carrier and aircraft management company providing aircraft sales, aircraft management, on-demand charter, and light aircraft maintenance. ASG was founded in 1990 and currently manages a fleet of approximately 20 turboprop, turbojet and fixed wing aircraft based at the airport in Teterboro, New Jersey.

On January 29, 2024, the Sarasota Manatee Airport Authority (the "Authority") approved a Development and Operating Agreement with ASG for approximately 5.44 acres of undeveloped land in the north quadrant of the Airport to establish a southern base for their operations (the "Agreement"). The Agreement include two parcels of undeveloped land. Parcel A includes approximately 130,617 square feet of land, and Parcel B includes approximately 106,305 square feet of land. The proposed agreement is for an initial 20-year term with one 10-year renewal term, and the proposed initial rental rate is \$0.775 per square foot per annum, subject to CPI adjustments every three years throughout the term of the Agreement, and a rate adjustment based on appraisal at the completion of the initial term. A security deposit equivalent to the first year of land rent is payable to the Authority on or before the effective date of the Agreement.

The minimum capital investment and required improvements for Parcel A is \$8.5 million and includes a minimum of 30,000 square feet of aircraft hangar, 30,000 square feet of aircraft apron, 1,500 square feet of administrative area, and 10,000 gallons of aircraft fuel storage. ASG's minimum capital investment and required improvements for Parcel B is \$7.5 million and includes an additional 30,000 square feet of aircraft hangar and 30,000 square feet of aircraft apron. Parcel A improvements are required to be completed within 24 months following the effective date of the agreement, and Parcel B improvements are required to be completed within 36 months following completion of the Parcel A improvements. Confirmation of a sufficient funding source for the Parcel A improvements acceptable to the President/CEO is pending receipt and is a condition of the Authority's approval of the Agreement, to be received on or before April 28, 2024.

ASG has subsequently requested to assign the Agreement to a special purpose entity to facilitate their funding for the development of the Parcel A improvements, which entity is registered as Aircraft Services Hangar Group, Inc. with the same ownership. Based on the information presented, the President/CEO recommends approval of an assignment from Aircraft Services Group, Inc. to Aircraft Services Hangar Group, Inc., to support ASG's funding, subject to Counsel approval of all requisite documentation.

RECOMMENDATION: It is hereby recommended that the Sarasota Manatee Airport Authority Board approve the assignment of the Development and Operating Agreement with Aircraft Services Group, Inc. to Aircraft Services Hangar Group, Inc., subject to Counsel approval of all documentation.

ATTACHMENT: 1) Assignment and Assumption Agreement, dated March 25, 2024, 2) Corporate Guarantee, dated March 25, 2024.

**ASSIGNMENT & ASSUMPTION
OF
DEVELOPMENT AND OPERATING AGREEMENT
(WITH LANDLORD CONSENT)**

This ASSIGNMENT & ASSUMPTION OF DEVELOPMENT AND OPERATING AGREEMENT (WITH LANDLORD CONSENT) (this “ASSIGNMENT”) is made effective as of the ___ day of March, 2024 (the “EFFECTIVE DATE”), by SARASOTA MANATEE AIRPORT AUTHORITY, a public non-profit corporation (the “AIRPORT AUTHORITY”), in favor of AIRCRAFT SERVICES GROUP, INC., a New Jersey corporation (“ASSIGNOR”), and AIRCRAFT SERVICES HANGAR GROUP, INC., a Florida corporation (“ASSIGNEE”). All capitalized terms used but not defined herein shall have the same meaning ascribed to such terms in the Agreement (as defined below).

WITNESSETH:

WHEREAS, the Airport Authority is the landlord, and Assignor is the current Lessee under that certain Development and Operating Agreement dated effective January 29, 2024 (the “AGREEMENT”), pursuant to which Assignor holds the leasehold interest in that certain real property more particularly described in the Agreement (the “LEASED PREMISES”);

WHEREAS, Assignor desires to assign to Assignee all of Assignor’s rights, title, and interest in and to the Agreement, and Assignee desires to assume and accept all of Assignor’s rights, title, interest, obligations and covenants under the Agreement;

WHEREAS, Article 18 of the Agreement prohibits assignment of the Agreement except upon the consent of the Airport Authority, which consent may not be unreasonably withheld;

WHEREAS, Assignor and Assignee have requested that the Airport Authority consent to the assignment of the Agreement from Assignor to Assignee; and

WHEREAS, the Airport Authority, acting through its Board of Commissioners, has approved the assignment of the Agreement as set forth herein, and intends hereby to consent to the assignment.

NOW, THEREFORE, for the consideration provided herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. ASSIGNMENT AND ASSUMPTION. Assignor hereby transfers, assigns, and conveys to Assignee, and its successors and assigns, all of Assignor’s rights, title and interests in, to and under the Agreement, effective as of the Effective Date. Assignee hereby (a) accepts the assignment of Assignor’s rights, title, and interests in, to and under the Lease, and (b) hereby assumes, and agrees to be bound by, all of the obligations of Assignor under the Lease arising before and after the Effective Date. The Lease is hereby ratified, reinstated, and confirmed, and Assignee agrees to be bound thereto.

2. REPRESENTATIONS AND WARRANTIES. Assignor represents to Landlord and Assignee that (a) Assignor has all right and authority to sell, transfer and assign the Agreement to Assignee in accordance with this Assignment; (b) Assignor has duly and punctually kept, observed and performed all of the obligations, terms, covenants, conditions and warranties of the Agreement on Assignor's part to be kept, observed and performed; (c) the Agreement is valid and in full force and effect and has not been amended except as has been previously disclosed to Assignee in writing.

3. BINDING EFFECT. This Consent shall inure to the benefit of and be binding upon all parties to this Consent and their successors, assigns and personal representatives.

4. COUNTERPARTS. This Consent may be executed via facsimile or electronically (specifically including portable device format (.pdf), DocuSign, HelloSign or other electronic signature program, transmission or method), through the use of separate signature pages or in any number of counterparts, and each such counterpart shall, for all purposes, constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart.

5. GOVERNING LAW. This Consent and the rights and obligations of the parties are to be governed by and construed in accordance with the laws of the State of Florida.

6. JOINT PREPARATION. This Consent shall be deemed to have been prepared jointly by the parties hereto, and any uncertainty or ambiguity existing herein shall not be interpreted against any party by reason of its drafting of this Consent, but shall be interpreted according to the application of the general rules of interpretation for arm's length agreements.

7. NOTICES. The address set forth in Section 29.11 of the Agreement for Assignor shall continue to be Assignee's address for notice purposes under the Lease.

8. CONSENT TO ASSIGNMENT. Conditioned upon execution (and delivery to the Airport Authority) by Assignor of that certain Corporate Guaranty attached hereto as Exhibit A, the Airport Authority hereby expressly approves of and consents to the following: (i) the assignment of the Agreement, and all rights and obligations thereunder, from Assignor to Assignee; (ii) the assumption by Assignee of all of Assignor's liabilities and obligations under the Agreement. The Airport Authority's consent to this assignment shall not be deemed consent to any further or additional assignment or subletting, shall not release of Assignor from its obligations under the Agreement, and shall not constitute a novation of the Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Airport Authority has executed or caused to be executed this Assignment as of the day and year first above stated.

ASSIGNOR:

AIRCRAFT SERVICES GROUP, INC., a New Jersey corporation

By: Peter Cuomo
Peter Cuomo
As its President

ASSIGNEE:

AIRCRAFT SERVICES HANGAR GROUP, INC., a Florida corporation

By: Peter Cuomo
Print Name: PETER CUOMO
As its: CEO

AIRPORT AUTHORITY (as to Section 8, only):

SARASOTA MANATEE AIRPORT AUTHORITY
a public non-profit corporation

By: _____
(signature)

Print Name: _____

Title: _____

CORPORATE GUARANTY

AIRCRAFT SERVICES GROUP, INC., a New Jersey corporation (“**Guarantor**”), in consideration of, and as inducement for the assignment of that certain Agreement Development and Operating Agreement dated effective January 29, 2024 (the “**Agreement**”) by and between, **SARASOTA MANATEE AIRPORT AUTHORITY**, a public non-profit corporation (“**Landlord**”), **AIRCRAFT SERVICES HANGAR GROUP, INC.**, a Florida corporation (“**Tenant**”), hereby agrees to this Corporate Guaranty, as set forth below.

Guarantor hereby guarantees to Landlord, its successors and assigns, the full and prompt payment of rent and any and all other sums and charges payable by Tenant under the Agreement, and the full performance and observance of all the covenants, terms, conditions and agreements therein provided to be performed and observed by Tenant; and Guarantor hereby covenants and agrees to and with Landlord, its successors and assigns, that if default shall at any time be made by Tenant in the payment of such rent or other sums or charges payable by Tenant under the Agreement or in the performance of any of the terms, covenants, provisions or conditions contained in the Agreement, Guarantor will forthwith pay such rent or other sums or charges to Landlord, its successors or assigns, and any arrears thereof, and will forthwith faithfully perform and fulfill all of such terms, covenants, conditions and conditions and provisions, and will forthwith pay to Landlord all direct, foreseeable and documented damages and expenses that arise in consequence of any default by Tenant, including, without limitation, all reasonable attorneys’ fees incurred by Landlord or caused by any such default.

This Guaranty of Agreement is an absolute and unconditional guaranty of payment and of performance. It shall be enforceable against Guarantor without the necessity for any suit or proceeding on Landlord’s party of any kind or nature whatsoever against Tenant and without the necessity of any notice of non-payment, non-performance or non-observance or of any notice of acceptance of this Guaranty of Agreement or of any other notice or demand to which Guarantor might otherwise be entitled, all of which Guarantor hereby expressly waives, Guarantor hereby expressly agrees that the validity of this Guaranty of Agreement and the obligation of Guarantor hereunder shall in no manner be terminated, affected or impaired by reason of the assertion or the failure to assert by Landlord against Tenant any of the rights or remedies reserved to Landlord pursuant to the provisions of said Agreement. The obligations of Guarantor hereunder are joint and several.

This Guaranty of Agreement shall be a continuing guaranty, and the liability and obligation of Guarantor hereunder shall be absolute and unconditional and shall remain in full force and effect without regard to, and shall not be released, discharged or in any way affected by, (a) any amendment, modification of or supplement to the Agreement; (b) any exercise or non-exercise of any right, power, remedy or privilege under or in respect of the Agreement or this Guaranty of Agreement or any waiver, consent, extension, renewal, modification or any change in any of the terms, covenants, conditions or provisions of the Agreement; (c) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation or similar proceeding related to Tenant; (d) any limitation on the liability or obligation of Tenant under the Agreement or its estate in bankruptcy or of any remedy for the enforcement thereof, resulting from the operation of any present or future provision of the Bankruptcy Code or other statute, or from the decision of any court; or (e) any transfer by Tenant or any assignment of its interest under the Agreement,

unless such transfer is approved by Landlord in writing; whether or not Guarantor shall have notice or knowledge of any of the foregoing.

All of Landlord's rights and remedies under the Agreement or under this Guaranty of Agreement are intended to be distinct, separate, and cumulative and no such right and remedy therein or herein mentioned is intended to be in exclusion of or a waiver of any of the others.

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IN WITNESS WHEREOF, Guarantor has executed this Corporate Guaranty on the 8th day of March 2024.

GUARANTOR:

AIRCRAFT SERVICES GROUP, INC., a New Jersey corporation

By: Peter Cuomo
Peter Cuomo, as its President

8368536.v1

[SIGNATURE PAGE TO CORPORATE GUARANTY]

OPERATING AGREEMENT
OF
AIRCRAFT SERVICES HANGAR GROUP, LLC,
A Florida Limited Liability Company
Adopted as of March 13, 2024

4865-0513-2461.1

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OPERATING AGREEMENT
OF
AIRCRAFT SERVICES HANGAR GROUP, LLC

THIS OPERATING AGREEMENT (the “Agreement”) is hereby entered into by and between **PETER CUOMO** (“Cuomo”) and **ANDREW REENSTRA** (“Reenstra”) (hereinafter Cuomo and Reenstra are referred to as the “Members” and individually as “Member” and Cuomo hereinafter is referred to as the “Manager”), and **AIRCRAFT SERVICES HANGAR GROUP, LLC**, a Florida limited liability company (hereinafter referred to as the “Company”).

RECITAL

WHEREAS, the Members have formed the Company pursuant to the provisions of Chapter 605, *Florida Statutes* (the “Florida Revised Limited Liability Company Act” or “Act”), and pursuant to the Plan of Conversion approved on March 13, 2024, wherein Aircraft Services Hangar Group, Inc. (“Converted Corporation”) was converted into the Company and the shares of common stock in the Converted Corporation became units of Membership Interest in the Company on a pro-rata basis.

WHEREAS, for the purposes set forth herein, and the parties hereto desire to enter into this Agreement in order to set forth the terms and conditions of the business and affairs of the Company and to determine the rights and obligations of its Members.

NOW, THEREFORE, the parties, intending to be legally bound by this Agreement, hereby agree as follows:

ARTICLE I
ORGANIZATION

1.1 FORMATION. The undersigned Members have formed the Company as a multi-member limited liability company pursuant to the Act.

1.2 ARTICLES OF ORGANIZATION. The Articles of Organization have been prepared, executed and filed with the Florida Secretary of State for the formation of the Company effective as of **March 13, 2024**. Any and all amendments to the Articles required by law to be filed and recorded hereafter for any reason shall be filed by the Company in such office or offices as are required under the laws of the State of Florida or elsewhere. The Company shall do all other acts and things that may now or hereafter be required for the perfection and continuation of the Company as a limited liability company under the laws of the State of Florida or necessary in order to protect the limited liability of the Members under the laws of the State of Florida or elsewhere.

1.3 NAME. The name of the Company is **AIRCRAFT SERVICES HANGAR GROUP, LLC**. All Company business must be conducted in such name or other names that comply with applicable law as the Manager may, in the Manager’s sole discretion, select from

time to time. If the Company does business under a name other than that set forth in its Articles of Organization, then the Company shall file a fictitious name registration as required by law.

1.4 TERM. The term of the Company commenced on **March 13, 2024** and shall continue until terminated in accordance with the provisions of this Agreement or by operation of law.

1.5 PRINCIPAL OFFICE. The principal office of the Company shall be maintained at **401 Industrial Avenue, Hangar 15, Teterboro, New Jersey 07608**, or at such other place which the Manager, in the Manager's sole discretion, determine.

1.6 REGISTERED AGENT/REGISTERED OFFICE. The name of the registered agent of the Company is **C T Corporation System**. The street address of the registered office of the Company is **1200 South Pine Island Road, Plantation, Florida 33324**.

ARTICLE II PURPOSE AND BUSINESS OF THE COMPANY

2.1 PURPOSE. The Company is organized for the purpose of transacting all lawful activities and businesses that may be conducted by a limited liability company under the laws of Florida.

2.2 AUTHORITY OF THE COMPANY. This Company shall have the powers and authority to do all things necessary to carry out its business and affairs as authorized by the Act.

ARTICLE III CONTRIBUTIONS TO CAPITAL AND LOANS

3.1 INITIAL CONTRIBUTIONS. Pursuant to Plan of Conversion, each of the Member's common stock in the Converted Entity was converted to units of Membership Interest in the Company as forth on Schedule "A" attached hereto.

3.2 ADDITIONAL CAPITAL CONTRIBUTIONS. The Members may make additional contributions of capital to the Company as the Members determine are necessary, appropriate or desirable; provided, however, that the Members shall have no obligation to contribute any additional capital to the Company, and except as set forth in the Act, the Members shall have no personal liability for any obligations of the Company.

3.3 LOANS.

(a) Loan Terms. The Members may, at any time, make or cause a loan to be made to the Company in any amount and on those terms upon which the Company and the Members agree. Such funds shall represent a debt, payable on demand, unless otherwise specifically provided, from the Company to the Members.

(b) Repayment of Loans. Distributions of cash to the Members in repayment of loans made by the Members shall be made pursuant to the terms of such loans, but all distributions shall be subject to maintaining the Company in a sound financial condition,

including the establishment of reserves reasonably required in the judgment of the Manager for the proper operation of the business of the Company.

**ARTICLE IV
PROFIT, LOSS, AND DISTRIBUTIONS**

4.1 DETERMINATION OF PROFIT OR LOSS. The items of income, gains, expenses, deductions, losses and credits generated by the Company for federal income tax purposes shall be determined in accordance with a generally accepted method of accounting as soon as practicable after the close of the fiscal year of the Company.

4.2 COSTS AND EXPENSES. The Company shall pay all expenses of the Company (which expenses shall be billed directly to the Company) which may include but are not limited to: (i) legal, audit, accounting and other fees; (ii) expenses and taxes incurred in connection with the issuance, distribution and transfer of documents evidencing ownership of an interest in the Company or in connection with the business of the Company; (iii) expenses of organizing, revising, amending, converting, modifying or terminating the Company; (iv) expenses in connection with distributions made by the Company to, and communications and bookkeeping work necessary in maintaining relations with, the Members; and (v) costs of any accounting, statistical or bookkeeping equipment necessary for the maintenance of the books and records of the Company.

4.3 INCOME TAX REPORTING. The net profits, net gains and net losses generated by the Company, for each taxable year of the Company, shall be allocated to the Members for reporting by the Members on each of the Member's income tax returns in accordance with the Code provisions.

4.4 DISTRIBUTABLE AMOUNTS. The Company may make distributions to the Members of any amount in excess of its reasonable operating requirements as determined by the Manager. Notwithstanding the foregoing, no distribution shall be made unless after the distribution the Company retains assets sufficient to pay all its debts as they become due and such distribution, if made, would not cause the Company to otherwise become insolvent.

4.5 LIQUIDATING DISTRIBUTIONS. In the event of liquidation of the Company, the assets of the Company shall be distributed to the Members in accordance with Section 5.2 hereinafter.

**ARTICLE V
DURATION, LIQUIDATION, AND TERMINATION**

5.1 DURATION OF COMPANY. The Company shall continue in existence until the Members, in the Members' sole discretion, determines to dissolve the Company. In the event there should at any time be no Members of the Company, the Company shall not be dissolved and the successor-in-interest (or the personal or other legal representative of the last remaining Member) shall have the option to either dissolve the Company or agree in writing to continue the Company and to the admission of the successor-in-interest (or personal or other legal representative of the last remaining Member) or its nominee or designee to the Company as a

Member, effective as of the occurrence of the event that terminated the continued membership of the last remaining Member.

5.2 LIQUIDATION. In the event of dissolution of the Company, the Manager shall wind up the affairs of the Company and shall distribute the money and other property of the Company in the following order of priority:

(a) To creditors, including a Member who is a creditor, to the extent permitted by law in satisfaction of the Company's debts and liabilities whether by payment or establishment of reserves, other than liabilities for distributions to the Members under Sections 605.0405 or 605.1071 of the Act; then

(b) The remainder, if any, to the Members or to the Members' successors, heirs or assigns.

5.3 ARTICLES OF DISSOLUTION. In the event the Company is dissolved, Articles of Dissolution shall be promptly filed with the Florida Secretary of State.

**ARTICLE VI
MANAGEMENT**

The management and control of the Company shall be vested solely in the Manager and the Company shall, therefore, be a manager-managed company. The Members shall have the sole right and authority to appoint any Person to serve as a Manager of the Company and to remove any Person then serving as a Manager of the Company. The Members hereby appoint **Cuomo** as the initial Manager of the Company. The Manager shall have full and exclusive authority in the management and control of the Company, and shall have all the rights and powers to make all decisions with respect thereto and to do or cause to be done any and all acts or things deemed by the Manager to be necessary, appropriate or desirable to carry out or further the business and affairs of the Company.

The Manager may appoint such officers as the Manager may desire from time to time and delegate to such officers certain duties and obligations with regard to the day-to-day operations of the Company. The Manager shall appoint such officers in writing signed by the Manager, and any officer so appointed may be removed by the Manager, with or without cause, at any time immediately upon notice to such officer. Any officer may resign upon giving written notice to the Manager. The officers of the Company, and any successors to such positions appointed by the Manager, shall have the duties, authorities and powers customarily granted to such officer positions. The Manager hereby appoints Peter Cuomo the Chief Executive Officer, Andrew Reenstra as President, and Vicki Berger as Chief Financial Officer.

**ARTICLE VII
LIMITATION OF LIABILITY AND INDEMNIFICATION**

7.1 LIMITATION OF LIABILITY. Except as otherwise provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and neither the Members nor the Manager shall be obligated personally for any such debt, obligation or liability of the

Company, solely by reason of being a Member and/or Manager. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or the management of its business or affairs under this Agreement or the Act shall not be grounds for imposing personal liability on the Members or Manager for any debts, liabilities or obligations of the Company. Except as otherwise expressly required by law, the Members, in the Members' capacity as such, shall have no liability in excess of (a) the amount of each Member's Capital Contributions, (b) each Member's share of any assets and undistributed profits of the Company, and (c) the amount of any distributions required to be returned pursuant to Section 605.0406 of the Act.

7.2 INDEMNIFICATION. The Company (including any receiver or trustee of the Company), shall, to the fullest extent provided or allowed by law, indemnify, save harmless and pay all judgments and claims against the Members and/or Manager and each of the Member's and/or Manager's agents, affiliates, heirs, legal representatives, successors and assigns (each hereinafter individually referred to as an "Indemnified Party") from, against and in respect of any and all liability, loss, damage and expense incurred or sustained by the Indemnified Party in connection with the business of the Company or by reason of any act performed or omitted to be performed in connection with the activities of the Company or in dealing with third parties on behalf of the Company, including costs and attorneys' fees before and at trial and at all appellate levels, whether or not suit is instituted (which attorneys' fees may be paid as incurred), and any amounts expended in the settlement of any claims of liability, loss or damage, provided that the act or omission of the Indemnified Party does not constitute fraud or willful misconduct by such Indemnified Party. The Company shall not pay for any insurance covering liability of the Members and/or Manager or the Members' and/or Manager's agents, affiliates, heirs, legal representatives, successors and assigns for actions or omissions for which indemnification is not permitted hereunder; provided, however, that nothing contained herein shall preclude the Company from purchasing and paying for such types of insurance, including extended coverage liability and casualty and worker's compensation, as would be customary for any Person owning, managing and/or operating comparable property and engaged in a similar business or from naming the Members and/or Manager and any of the Members' and/or Manager's agents, affiliates, heirs, legal representatives, successors or assigns, or any Indemnified Party as additional insured parties thereunder.

7.3 NON-EXCLUSIVE RIGHT. The provisions of this Article VII shall be in addition to and not in limitation of any other rights of indemnification or reimbursement or limitations of liability to which Indemnified Party may be entitled under the Act, common law, or otherwise. Notwithstanding any repeal of this Article VII or other amendment hereof, its provisions shall be binding upon the Company (subject only to the exceptions above set forth) as to any claim, loss, expense, liability, action or damage due to or arising out of matters which occur during or relate to the period prior to any such repeal or amendment of this Article VII.

ARTICLE VIII TRANSFER OF INTEREST AND ADDITIONAL MEMBERS

8.1 TRANSFERS. The Members may transfer all, or any portion, of their Membership Rights to one or more successors. For purposes of this Article VIII, the term "transfer" shall mean to voluntarily sell, hypothecate, pledge, assign or otherwise transfer.

8.2 RIGHTS OF ASSIGNEE. In the event of any transfer of all or any part of the Members' Membership Rights to a successor, the successor shall, if approved by the Manager in his sole discretion, become a Member and the Company shall continue in existence. In the event a judgment creditor obtains a charge against any of the Member's Membership Interest pursuant to Section 605.0503 of the Act or otherwise, the judgment creditor shall have only the rights of an assignee and shall not become a Member and shall not have any other Membership Rights.

8.3 ADDITIONAL MEMBERS. The Manager may, with the approval of the Members, determine to admit additional Members.

**ARTICLE IX
BOOKS, RECORDS, ACCOUNTING AND TAXATION**

9.1 BOOKS AND RECORDS. The books and records of the Company, if any, shall be maintained on a cash or accrual basis as determined by the Manager, in the Manager's sole discretion. These and all other records of the Company required to be kept pursuant to Section 605.0410 of the Act shall be kept at the registered office of the Company.

9.2 CUSTODY OF FUNDS.

(a) The Manager shall have fiduciary responsibility for the safekeeping and use of all funds and assets of the Company, whether or not in the immediate possession or control of the Manager. The funds of the Company shall not be commingled with the funds of any other Person and the Manager shall not employ, or permit any other Person to employ, such funds in any manner except for the benefit of the Company.

(b) All funds of the Company not otherwise invested shall be deposited in one or more accounts maintained in such banking institutions as the Manager shall determine, and withdrawals shall be made only in the regular course of Company business.

9.3 ACCOUNTANTS. The accountants for the Company shall be such certified public accountants as shall be selected by the Manager.

9.4 FISCAL YEAR. The fiscal year of the Company shall be the calendar year.

9.5 ANNUAL REPORT. The Company shall file an annual report with the Florida Secretary of State each year in the form provided by the Secretary of State.

9.6 TAX TREATMENT. The Members acknowledge that the Company will be taxed as a partnership.

**ARTICLE X
WAIVER OF APPRAISAL RIGHTS**

Each Member of the Company hereby expressly agrees and acknowledges that this Agreement eliminates any appraisal rights and rights to obtain payment of the fair value of a Member's Membership Interest and/or Membership Rights (collectively, the "Appraisal Rights") provided in Section 605.1006 of the Act, its successor provisions or otherwise in any one or more of the events described in Section 605.1006(1) of the Act and/or its successor provisions (the "Triggering Events"), and that Appraisal Rights shall not be available to such Member with respect to any and all Triggering Events that may occur during the term of this Agreement. Each Member hereby further expressly authorizes the elimination of such Appraisal Rights hereunder and further agrees and acknowledges and this Article X constitutes an express waiver of all Appraisal Rights with respect to such Member that has been approved by such Member for purposes of Section 605.1006(2) of the Act.

**ARTICLE XI
DEFINITIONS**

11.1 "Act" and "Florida Revised Limited Liability Company Act" shall mean Chapter 605, *Florida Statutes*, as amended from time to time and any successor statute.

11.2 "Agreement" shall mean this Operating Agreement, as amended, modified, or supplemented from time to time.

11.3 "Capital Contributions" shall mean the amount of cash and the agreed value of the property, the services, or the promissory note or other obligation to contribute cash or property or to perform services contributed by each of the Members for each Member's interest in the Company, equal to the sum of the Member's initial capital contributions plus the Member's additional capital contributions, if any, made pursuant to Sections 3.1 and 3.2, respectively.

11.4 "Code" shall mean the Internal Revenue Code of 1986 and the regulations promulgated thereunder, as amended, or any corresponding provision of any succeeding law.

11.5 "Company" shall mean the limited liability company organized in accordance with the Act and this Agreement.

11.6 "Manager" shall mean **PETER CUOMO**, and any successor Manager(s) of the Company.

11.7 "Members" shall mean the parties listed on Schedule A, and any Person who is subsequently admitted as a member of the Company.

11.8 "Membership Interest" shall mean a Person's share of the profits and losses of, and the right to receive distributions from, the Company.

11.9 "Membership Rights" shall mean all of the rights of a Member in the Company, including a Member's: (i) Membership Interest; (ii) right to inspect the Company's books and

records; (iii) right to participate in the management of the Company and vote on matters coming before the Company; and (iv) unless this Agreement or the Articles of Organization provide to the contrary, right to act as an agent of the Company.

11.10 “Person” shall mean and includes an individual, corporation, partnership, association, limited liability company, trust, estate, or other entity.

ARTICLE XII AMENDMENT

This Agreement may not be altered or modified except by the written consent of the Members and the Manager.

ARTICLE XIII GENERAL PROVISIONS

13.1 CAPTIONS. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof.

13.2 VARIATIONS OF PRONOUNS. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the Person may in the context require.

13.3 CONSTRUCTION. This Agreement shall be interpreted in accordance with the laws of the State of Florida.

13.4 BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the undersigned, its legal representatives, heirs, successors and assigns.

13.5 SEVERABILITY. Every provision of this Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason, such illegality or invalidity will not affect the validity of the remainder of this Agreement.

[Signatures are on next page]

IN WITNESS WHEREOF, the parties have executed this Agreement, effective as of the 13th day of March, 2024.

MEMBERS:

DocuSigned by:
peter cuomo
E068727D9D81404

PETER CUOMO

COMPANY:

**AIRCRAFT SERVICES HANGAR
GROUP, LLC**, a Florida limited liability
company

DocuSigned by:
Andrew Reenstra
E0297860C3D3428

ANDREW REENSTRA

By: DocuSigned by:
peter cuomo
E068727D9D81404

Peter Cuomo
Manager

MANAGER:

DocuSigned by:
peter cuomo
E068727D9D81404

PETER CUOMO

SCHEDULE "A"

MEMBERS

Member Name and Address	Company Units of Membership Interest	Percentage of Membership Interest
Peter Cuomo 531 Ranger Lane Longboat Key, Florida 34228	700	70%
Andrew Reenstra 401 Industrial Avenue Hangar 15 Teterboro, New Jersey 07608	300	30%
Total	1,000	100%

AGENDA ITEM NO. 5.3

SARASOTA MANATEE AIRPORT AUTHORITY
MARCH 25, 2024 MEETING
STAFF NARRATIVE

REQUEST FOR APPROVAL: PROFESSIONAL PLANNING & ENGINEERING SERVICES CONTRACT FOR AN ENVIRONMENTAL ASSESMENT FOR CONCOURSE A EXPANSION

EXECUTIVE SUMMARY: Staff publicly noticed a Request for Qualifications ("RFQ") for Professional Services of a qualified firm capable of providing planning and engineering services to prepare an environmental assessment (EA) for the future expansion of Concourse A and the construction of a new Terminal Garage. One firm submitted their qualifications, and staff deemed that firm qualified to prepare the EA. The planning and engineering services were negotiated in the amount of \$318,515.08.

NARRATIVE: With the significant increases in airline traffic and airport activities, future expansion of Concourse A along with a future terminal parking garage is needed to meet future demand. The Board directed staff to begin planning and preliminary engineering for the future expansion of Concourse A. The Environmental Assessment is the initial step in the process and is anticipated to take approximately one year to complete. The scope has been developed with FAA's review, and the EA will evaluate alternatives to reduce impacts to the local environment. Specific areas of impacts that will be studied include air quality, flora and fauna, climate, coastal resources, hazardous waste, solid waste, archaeological resources, noise, traffic, stormwater, and utilities. The results of the EA will generate either a Finding of No Significant Impact (FONSI), which will allow design and construction to begin, or if significant impacts are determined, will generate a Notice of Intent to prepare an Environmental Impact Statement (EIS).

A detailed scope was prepared by AECOM and submitted to staff for review. An Independent Fee Analysis was prepared by a third-party consultant and was utilized to negotiate the fee. Staff negotiated a final fee in the amount of \$318,515.08. This project is funded with a 90-percent FAA grant, 5-percent State grant, and 5-percent Authority funds.

RECOMMENDATION: It is hereby recommended that the Sarasota Manatee Airport Authority authorize the Chairman to execute a design contract with AECOM in the amount of \$318,515.08 with a 10% contingency providing an authorized level of \$350,367.00. Staff also request authorization to prepare all documents necessary to implement this action.

ATTACHMENTS: Contract, scope & fee

**CONTRACT FOR PROFESSIONAL PLANNING & ENGINEERING SERVICES
FOR AN
ENVIRONMENTAL ASSESSMENT FOR CONCOURSE A EXPANSION
BETWEEN
SARASOTA MANATEE AIRPORT AUTHORITY
AND
AECOM TECHNICAL SERVICES**

THIS CONTRACT is made and entered into this ____ day of _____, 2024 (the "Effective Date") by and between the Sarasota Manatee Airport Authority, an independent Special District of the State of Florida, (hereinafter referred to as the "Authority"), and AECOM Technical Services, Inc. (hereinafter, referred to as the "Consultant"), collectively hereinafter referred to as the "Parties".

WITNESSETH

The Parties hereto agree that the scope of professional services to be performed by the Consultant under this Contract (the "Scope of Services" or "Services"), the terms, covenants, and conditions of the Contract, the fees to be paid for such Services, and the time of performance of this Contract shall be as follows:

SCOPE OF SERVICES

Except as modified herein by this Contract, the Consultant shall provide all Services when authorized by the Authority as outlined in the attached Exhibit A, "Scope of Work".

GENERAL CONDITIONS

- A. Data Provided by Authority.
The Authority shall make available to the Consultant such appropriate data and information as is available to the Authority and under its control.
- B. Coordination.
Consultant shall provide and maintain continuous coordination with the Authority throughout the Term of this Contract to assure the accuracy and applicability of the Consultant's findings with respect to all local site conditions consistent with the Authority's general policies and objectives.
- C. Representatives.
To expedite the undertaking of Services performed under this Contract and to permit the coordination of materials, data and communications, the Authority hereby designates Kent D. Bontrager, AAE, PE, Senior Vice President of Engineering, Planning & Facilities as its representative, and the Consultant hereby designates Howard R. Klein, AVP, Aviation as its representative to whom all materials, data, and communications, shall be directed.
- D. Term of Contract.
This Contract shall commence on the date signed by the Authority and shall expire on March 31, 2025. Any extension of the Contract shall be at the sole discretion of the Authority.
- E. Compensation.
The Authority agrees to pay the Consultant an amount of three hundred eighteen thousand, five hundred fifteen dollars and eight cents (\$318,515.08).

F. Method of Payment.

The Authority shall pay the Consultant for Services described in the attached Exhibit A Scope of Services, in accordance with statements to be submitted by the Consultant to the Authority. Such statements shall be submitted monthly and shall cover all Services performed during the preceding month.

G. Books and Records.

During the Term of this Contract and for three years thereafter, the Consultant shall keep all information, materials, and data of every kind and character including without limitation records, books, papers, and documents in accordance with generally accepted accounting principles that may in the Authority's judgment pertain to any matters or obligations covered by the Contract. Such records shall also include, but not be limited to those records necessary to evaluate and verify direct and indirect costs (including overhead allocations). Such records shall include (hard copy, as well as computer readable data if it can be made available), written policies and procedures, time sheets, payroll registers, cancelled checks, original estimates, estimating work sheets, correspondence, change order file, back charge logs and supporting documentation, general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends to the extent necessary to adequately permit evaluation and verification of:

1. Consultant's compliance with Contract Requirements, and
2. Compliance with provisions for pricing change orders, invoices or claims submitted by the Consultant or any of its payees.

The Consultant shall require all payees (i.e., subconsultants/suppliers) to comply with the provisions of this article by insertion of the requirements in any Contract between the Consultant and the payee; such requirements to include flow-down right of the audit provision to all payees.

Audits and Inspections.

The Consultant's records shall be open to inspection and subject to audit and/or reproduction during normal business working hours. An Authority representative or outside representative engaged by the Authority may perform such audits or inspections throughout the term of this Contract and for a period of three years after final payment or longer if required by law.

The Consultant shall provide, at its sole cost and expense, the books of account and records requested by the Authority for audit within sixty (60) calendar days of receiving a written request. If the books of account and records are kept at locations other than the Airport, the Consultant shall arrange for them to be brought to a location convenient to the auditors for the Authority, or the Consultant may at its option transport the Authority audit team to the Consultant's headquarters for purposes of undertaking said audit. In such an event, the Consultant shall pay reasonable costs of transportation, food and lodging for the Authority's audit team. There may be no limitation in the scope of the examination that would hinder the Authority or its authorized representative in testing the accuracy of the claims submitted.

An audit report will be issued by the Authority or its representative and made available to the Consultant. Consultant shall have thirty (30) calendar days to comment in writing on the audit report. Failure of Consultant to submit written comments shall constitute acceptance of the audit report as issued.

Any adjustments and/or payment which must be made because of any such audit or inspections of the Consultants' invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the Authority's findings to the Consultant.

If an audit inspection or examination in accordance with this article, discloses overpricing or overcharges (of any nature) by the Consultant to the Authority more than one-half of one percent (.5%) of the total Contract billings the reasonable actual cost of the Authority's audit shall be reimbursed to the Authority by the Consultant.

H. Public Records Law and Confidentiality.

Consultant acknowledges that all submittals provided with its proposal are subject to public disclosure and will not be afforded confidentiality. All proposal documents or other materials submitted by the Consultant will be open for inspection by any person and in accordance with Chapter 119, Public Records Law, and as amended, Florida Statutes. The Vendor shall agree to comply with public records laws, and shall, specifically:

1. Keep and maintain public records required by the Authority to perform the service.
2. Upon request from the Authority's custodian of public records, provide the Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Ch. 119, F.S. or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Consultant does not transfer the records to the Authority.
4. Upon completion of the Contract, transfer, at no cost, to the Authority all public records in possession of the Consultant or keep and maintain public records required by the Authority to perform the service. If the Consultant transfers all public records to the public agency upon completion of the Contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultants keeps and maintains public records upon completion of the Contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Authority, upon request from the Authority's custodian of public records, in a format that is compatible with the information technology systems of the Authority.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE AUTHORITY'S CUSTODIAN OF PUBLIC RECORDS AT 6000 AIRPORT CIRCLE, SARASOTA, FL 34243.

I. Early Termination.

This Contract may be terminated, in whole or in part, at any time upon not less than 24 hours' written notice, by the Authority if the Consultant is in material breach of any of the provisions of this Contract. In the event of such termination, (1) all finished and unfinished documents, data studies, surveys, drawings, maps, and reports prepared by the Consultant pursuant to this Contract shall become the property of the Authority and shall be delivered by the Consultant to the Authority and (2) the Consultant shall be entitled to receive just and equitable compensation for all work satisfactorily completed on such documents and other

materials or labor, said compensation to be based on the time and expense records kept in accordance with Paragraph H, provided that such compensation (together with all compensation previously paid under this Contract) shall not exceed the percentage of all work completed times the total compensation established by Paragraph E.

- J. General Liability, Property and Business Auto insurance.
The Consultant shall obtain and maintain throughout the term of this Contract, comprehensive general liability, and property damage insurance in limits of not less than One Million Dollars (\$1,000,000). The Consultant shall furnish business automobile liability insurance in limits of not less than One Million Dollars (\$1,000,000), and proof of Workers Compensation or Employers' Liability Insurance as required by the Laws of the State of Florida, covering all persons employed by the Consultant in the performance of the duties described herein.
- K. Professional Liability Insurance.
The awarded firm(s) shall procure and maintain Professional Liability Insurance for the life of this Contract and continue thereafter for two (2) years after the expiration or earlier termination of this Contract as provided herein. This insurance shall provide coverage against such liability resulting from this Contract. The minimum limit of coverage shall be Five Million Dollars (\$5,000,000) with a deductible not to exceed One Hundred Thousand Dollars (\$100,000). The deductible shall be the responsibility of the Consultant.
- M. Certificate of Insurance.
Prior to the Effective Date, Consultant 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, Consultant 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, an independent special district of the State of Florida, its governing board members and its Officers, Employees, Agents, and Volunteers" c/o Sarasota Manatee Airport Authority, 6000 Airport Circle, Sarasota, Florida 34243.
- N. Waiver of Subrogation.
By entering this Contract, Consultant agrees to a Waiver of Subrogation for each policy required to be maintained or maintained by the Consultant pursuant to or in connection with this Contract. 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, Consultant 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 Consultant enter into such an agreement on a pre-loss basis.
- O. Assignment and Subcontracting.
The Consultant shall not assign any interest in this Contract and shall not transfer any interest in this Contract or subcontract any portion of the Scope of Services except as provided in Exhibit A hereto, without the prior written consent of the Authority.
- P. Conflict of Interest.
The Consultant covenants that he/she presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the

performance of the Scope of Services under this Contract. No person having such an interest shall be employed by the Consultant.

Q. Rules, Regulations and Title VI Assurance

During the performance of this Contract, the Consultant agrees that throughout the Term and any extension thereof, Consultant 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 as required to provide the Scope of Services, including but not limited to the following:

1. To comply with the requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21 Nondiscrimination in Federally-assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, as may be amended from time to time, which are herein incorporated by reference and made part of this Contract.
2. The Consultant shall not discriminate on the grounds of race, color, gender, national origin, religion, ancestry, age, familial status, marital status, or disability, in the selection and retention of employees and subconsultants, including procurement of materials and lease of equipment. The Consultant shall not participate either directly or indirectly in discrimination prohibited by Title 49, Section 21.5 of the Federal Regulations.
3. In all solicitations either by competitive bidding or negotiation made by the Consultant in connection with the Services to be performed under a subcontract, each potential subconsultant or supplier shall be notified by the Consultant of the Consultant's obligations under this Contract and the regulations prohibiting discrimination on the grounds of race, color, or national origin.
4. In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Contract, the Authority shall impose such sanctions as it or the appropriate federal agency may determine to be appropriate, including but not limited to:
 - a. Withholding of payments to the Consultant under this Contract until the Consultant complies.
 - b. Cancellation, termination, or suspension of this Contract, in whole or in part.
5. To include the provisions of paragraph L.1 through L.4 above in every subcontract, including Contracts for the procurement of materials and lease of equipment.

R. Licenses and Permits.

Consultant agrees that it shall, at its sole cost and expense, obtain, comply with, and maintain current all permits, licenses and other governmental authorizations required to provide the Scope of Services. The Consultant shall furnish a copy of its licensure and the permit to the Authority evidencing the existence of such permit.

S. Badging, Safety and Security.

Consultant's officers, invitees, employees, suppliers, and agents must abide by all applicable security regulations of the Authority and the Transportation Security Administration (TSA).

Any of the Consultant's officers, invitees, employees, suppliers, and agents who require unescorted access to any areas of the Airport where access is controlled for security

reasons must make an application for, and wear, Airport security badges. Those individuals must submit personal data for a Security Threat Assessment conducted by the FBI as required by Part 1542 of Federal Transportation Regulations and attend a security training session conducted by the Authority's Operations Department.

At the time the application is made, the Consultant is responsible for payment of the then current fee for fingerprinting and the fee for issuance of an initial security badge for any persons to whom this provision applies. The current fees are \$10 per badge and \$29 per threat assessment. Any badge not returned upon completion of the work contemplated by this solicitation is subject to a \$50 fee.

Any of Consultant's officers or employees who will be required to drive inside secured Airport areas must attend and successfully pass an airport approved driver training program. No vehicle shall be driven at the Airport without the driver possessing a valid State issued operator's license. No vehicle shall be driven at the Airport without proper identification (company logo or airport decal), proper safety marking (amber beacon or orange checkered flag) and proper insurance coverage. All drivers must comply with Section 3 of the Sarasota Bradenton International Airport Operating Rules & Regulations handbook.

No person who is authorized to drive inside secured Airport areas shall enter, cross or be present on any runway or taxiway pavement or safety areas without an approved airport escort. Any violation of this clause is subject to immediate suspension of the offender's airport access and a fine of up to \$10,000.

Details and form are available on the Airport's website at www.srq-airport.com, then "Airport Business", then "Badging".

MISCELLANEOUS PROVISIONS

A. Notices.

Any notice hereunder shall be deemed sufficiently given by one party to the other if in writing and when delivered or tendered either in person, or by telegram or telex, or by the deposit of it in the United States mail, registered or certified, postage prepaid, addressed to the party to whom such notice is being given at such party's address provided below:

To the Authority: Kent D. Bontrager, AAE, PE
Sr. VP., Engineering, Planning & Facilities
Sarasota Manatee Airport Authority
6000 Airport Circle
Sarasota, FL 34243

To the Consultant: Howard Klein, AVP Aviation
AECOM Technical Services, Inc.
7650 W. Courtney Campbell Causeway
Tampa, FL 33607

Any notice not given as above shall, if it is in writing, be deemed given if received by the party to whom it is required or permitted to be given.

B. Governing Law.

This Contract shall be governed by and construed in accordance with Florida law. Venue for any action brought pursuant to this Contract shall be in the Twelfth Judicial Circuit Court, Sarasota County, Florida.

- C. Captions.
The captions to the sections, subsections, and paragraphs in this Contract are inserted for convenience only and shall not affect the construction or interpretation of this Contract.
- D. Counterparts and Duplicates.
This Contract and all amendments hereto may be executed in several counterparts and each counterpart shall constitute a duplicate original of the same instrument.
- E. Entire Contract.
This Contract, together with the attachments hereto, constitutes the entire Contract between the parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous Contracts and understandings of the parties in connection herewith. No supplement, modification, or amendment of this Contract or discharge of any of the obligations hereunder, shall be binding unless executed in writing by the parties hereto.
- F. Severability.
Any provision hereof prohibited by or unlawful or unenforceable under any applicable law shall be ineffective without affecting any other provision of this Contract. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived to the end that this Contract shall be deemed to be a valid and binding agreement in accordance with its terms.
- G. Attorney's Fees.
In the event of any action to enforce or construe the provisions of this Contract, the prevailing party in such action (including in any bankruptcy proceeding) shall be awarded costs and reasonable attorney's fees in the defense or prosecution thereof as part of the judgment eventuating in such action.
- H. Immigration Reform and Control Act.
Consultant acknowledges, and without exception or stipulation, Consultant shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended. Failure by the Consultant to comply with the laws referenced herein shall constitute a breach of the Contract and the Authority shall have the discretion to unilaterally terminate said Contract immediately.
- I. Third Parties.
Nothing in this Contract, whether express or implied, is intended to confer any rights or remedies under or by reason of this Contract on any persons other than the parties to it and their respective successors and permitted assigns, nor is anything in this Contract intended to relieve or discharge the obligation or liability of any third persons to any party to this Contract, nor shall any provision give any third person any right of subrogation or action over or against any party to this Contract.
- J. Waiver and Remedies.
The rights and remedies set forth herein shall be cumulative and in addition to any other remedies which may be available at law or in equity. The exercise of any remedy by either party shall not be deemed an election of remedies. No waiver of any of the provisions of this Contract shall be deemed, or shall constitute, a waiver of any other provision hereof or right hereunder, nor shall such waiver constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the party making the waiver. Similarly, the failure of Authority to insist on a strict performance of any of the terms, covenants, and conditions of this Contract 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 Contract shall not be affected by any previous waiver or course of dealing.

K. Liability and Indemnification.

Authority hereby disclaims, and Consultant hereby release the Authority, its governing board members, officials, officers, 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 Consultant parties during the term of this Contract or any extension hereof for loss, damage or injury to the improvements or personal property of Consultant parties that might be located or stored on the premises. Furthermore, Consultant acknowledges and agrees that its reliance or use of any information provided by authority, whether prepared or provided by the Authority or otherwise, in determining whether to enter this Contract was at its sole risk. Under no circumstance shall the Authority be liable for special or exemplary damages or for loss of revenue or anticipated profits.

Consultant shall protect, defend, reimburse, indemnify and hold Authority and its governing board members, officials, 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 Consultant's or a Consultant Party's use or occupancy of the Premises or Airport by Consultant or a Consultant 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 Consultant, Consultant's or a Consultant Party's acts, omissions or operations at the Airport, or the performance, non-performance or purported performance of Consultant or any breach by Consultant or an Consultant Party of the terms of this Contract. The obligations arising under this Article shall survive the expiration or termination of this Contract.

L. Ownership of Work Product.

At the time of the completion of the work, the Consultant shall deliver to the Authority all results and proceeds of the Services performed under this Contract of any nature whatsoever and in whatever form (paper documents, electronic files, or otherwise) that are created, prepared, produced, authored, edited, or modified in the course of performing the Consultant's Services under this Contract, including, without limitation, all tracings, plans, specifications, maps, reports, schematics, renderings, drawings, elevations, sections, and designs (collectively, the "Works"). To the fullest extent under the law, the Consultant acknowledges and agrees that the Authority is and shall be the sole and exclusive owner of all right, title, and interest throughout the world in and to all Works, including all confidential, proprietary, intellectual property, and other rights therein. The Authority shall have the unrestricted right (but not any obligation), in its sole and absolute discretion, to use any Work, and no royalty or other consideration shall be due or owing to the Consultant or any individual or entity as a result of such activities; provided that any reuse of a Work other than for the specific purpose intended hereunder will be at Authority's sole risk and without liability or legal exposure to the Consultant or its subcontractors. Without limiting the generality of the foregoing, the Consultant specifically agrees that, to the extent permitted by law, each Work consisting of copyrightable subject matter is "work made for hire" as defined in the Copyright Act of 1976 (17 U.S.C. § 101), and such copyrights are therefore owned by the Authority. In the event that, for any reason,

all or any portion of any of the Works is not found to be owned by the Authority or otherwise does not constitute, or fails to be, a "work made for hire," the Consultant hereby irrevocably assigns to the Authority, without additional consideration, all right, title, and interest the Consultant may have or acquire in and to such Works throughout the world, including all intellectual property rights therein (including, for the avoidance of doubt, the right to sue, counterclaim, and recover for all past, present, and future infringement, misappropriation, or dilution thereof, and all rights corresponding to the foregoing throughout the world). To the extent any copyrights are assigned under this Section, the Consultant hereby irrevocably waives, to the extent permitted by applicable law, all claims it may now or hereafter have in any jurisdiction to all rights of paternity or attribution, integrity, disclosure, and withdrawal and any other rights that may be known as "moral rights" or *droit moral* in relation to all works of authorship to which the assigned copyrights apply. The Consultant will require each of its employees and contractors to execute written agreements containing obligations consistent with the provisions of this Section prior to such employee or contractor providing any Services under this Contract. Nothing contained in this Contract shall be construed to reduce or limit the Authority's right, title, or interest in any Work or any right therein to be less in any respect than the Authority would have had in the absence of this Contract.

M. Additional Assurances.

Each of the parties hereto shall, from time to time at the request of the other party, furnish to the other party such further information or assurances; execute and deliver such additional documents, instruments, and conveyances; and take such other actions and do such other things, in each case as may be reasonably necessary or desirable to carry out the provisions of this Contract and give effect to the transactions contemplated hereby. This provision will survive termination of this Contract.

N. Public Entity Crimes.

As provided in Section 287.132-133, Florida Statutes, by entering, into this Contract or performing any work in furtherance hereof, Consultant certifies that it, its affiliates, suppliers, subcontractors, and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Authority of Management Services within the thirty-six (36) months immediately preceding the effective date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

O. Scrutinized Companies.

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

P. Consent and Action.

Whenever this Contract calls for an approval, consent or authorization by the Authority or Authority, such approval, consent, or authorization shall be evidenced by the written approval of the CEO/President or his or her designee, as identified herein. In the event this Contract 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.

Q. Time of the Essence.

Time is of the essence of this Contract; and in case Consultant 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 Contract, Authority may declare Consultant to be in default of such Contract.

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

Each person signing this Contract warrants that he or she is duly authorized to bind the respective party.

AUTHORITY

SARASOTA MANATEE AIRPORT AUTHORITY

By _____

Name _____

Title Chairman _____

Date _____

CONSULTANT

AECOM TECHNICAL SERVICES, INC.

By _____

Name _____

Title _____

Date _____

WITNESSES AS TO AUTHORITY

By _____

Name _____

Title _____

Date _____

WITNESSES AS TO CONSULTANT

By _____

Name _____

Title _____

Date _____

**SCOPE OF SERVICES
 ENVIRONMENTAL ASSESSMENT
 FOR CONCOURSE A EXPANSION
 SARASOTA BRADENTON INTERNATIONAL AIRPORT
 (rev3, 27 Feb 2024)**

1 **INTRODUCTION**

2 Sarasota Manatee Airport Authority (SMAA, or Sponsor) intends to expand existing Concourse A at
 3 Sarasota Bradenton International Airport (Airport) to improve passenger service. A terminal parking
 4 garage is also proposed to accommodate increased passenger demand. The Federal Aviation
 5 Administration (FAA) has determined that an Environmental Assessment (EA) is required in accordance
 6 with the National Environmental Policy Act (NEPA) and FAA *Order 5050.4B, NEPA Implementing*
 7 *Instructions for Airport Actions*, and *Order 1050.1F, Environmental Impacts, Policies and Procedures*.
 8 The EA process evaluates potential impacts of proposed actions at FAA-funded or obligated facilities (e.g.,
 9 public use airports) on the human and natural environment. AECOM proposes the following Scope of
 10 Services to complete the EA.

11 **TASK 1. PROJECT INITIATION**

12 **Task 1.1. PROJECT MOBILIZATION**

13 AECOM will arrange and conduct an internal kick-off teleconference with the Sponsor and the Sponsor's
 14 invitees/representatives. The purpose of this meeting is to review tasks and responsibilities, project
 15 milestones and schedule, field work activities, and deliverables. If necessary, AECOM will also arrange
 16 and conduct a separate kick-off teleconference with the FAA, the Sponsor, and the Sponsor's
 17 invitees/representatives.

18 Prior to the internal kickoff meeting, AECOM will submit a list of data/information needs to be reviewed
 19 and discussed with the Sponsor. AECOM will perform a data gap analysis to identify items which 1) cannot
 20 be provided by the Sponsor; 2) cannot be adapted from recent planning, design, and environmental studies;
 21 3) cannot be otherwise collected from third party sources of environmental data.

22 *Assumptions/Exceptions:*

- 23 ▪ None.

24 *Deliverables:*

- 25 ▪ *Meeting agenda and minutes (electronic)*
- 26 ▪ *Data Needs and Gap Analysis List (electronic)*



Sarasota Bradenton International Airport

Scope of Services

1 **Task 1.2. STUDY AREA DEFINITION AND MAPPING**

2 AECOM will develop study area boundaries for the description of the affected environment and detailed
 3 analysis of environmental impacts associated with the Proposed Project and retained alternatives. At a
 4 minimum, this will include a Detailed Study Area for direct, construction-related or operational impacts,
 5 and will include any identified staging and hauling areas. A Generalized Study Area will also be defined
 6 to characterize broad, indirect impacts. As needed, supplemental study areas will be defined for certain
 7 historical, biological, or other impacts, including Areas of Potential Effect (APE) and Biological Study
 8 Areas (BSA). All study areas will be coordinated with FAA for approval prior to commencing work.

9 Digital maps, including development of EA base maps and Geographic Information Systems (GIS) data,
 10 will be obtained from various regional and local sources, as available. These maps will show existing
 11 infrastructural, physiographic, and natural/environmental features, along with selected place names, road
 12 names, and names of geographic features. Digital mapping will be developed by AECOM using GIS
 13 software.

14 *Assumptions/Exceptions:*

- 15 ▪ None

16 *Deliverables:*

- 17 ▪ None

18 **TASK 2. AGENCY COORDINATION**

19 **Task 2.1. EARLY AGENCY NOTIFICATIONS**

20 Early coordination letters describing the Proposed Project and providing notification of the preparation of
 21 the EA will be prepared by AECOM and distributed to select state and local agencies to solicit information
 22 and early comments relevant to the project. State of Florida agencies will be notified through the Florida
 23 Department of Environmental Protection (FDEP) Office of Intergovernmental Programs (i.e., Florida State
 24 Clearinghouse). Local governmental agencies and regional planning stakeholders would receive separate
 25 notification letters as required. AECOM shall submit draft agency coordination letters to the Sponsor and
 26 FAA for review and comment prior to transmittal. The letters will include background project information
 27 and supporting maps and graphics sufficient for describing the Proposed Project and the timeline for
 28 completing NEPA, permitting and construction. As the Proposed Project is not expected to involve or
 29 impact wetlands and floodplains, early notifications in accordance with *Executive Order (EO) 11990,*
 30 *Protection of Wetlands,* and *EO 11988, Floodplain Management,* are not anticipated to be required.

31 *Assumptions/Exceptions:*

- 32 ▪ Up to ten (10) individual agency recipients will be included in the distribution
- 33 ▪ Agency delivery preferences will be adhered to (electronic versus hard copy) for transmittals

Sarasota Bradenton International Airport

Scope of Services

1 *Deliverables:*

- 2 ▪ *One (1) set of Draft Agency Notification Letters*
- 3 ▪ *One (1) set of Final Agency Notification Letters*

4 **Task 2.2. FAA CONSULTATION SUPPORT**

5 FAA may elect to provide early notification to Federal agencies including, but not limited to, the U.S.
6 Environmental Protection Agency (USEPA) and U.S. Fish and Wildlife Service (USFWS). Although it is
7 expected that communication with these agencies will occur under official FAA communication primarily
8 prepared by FAA, AECOM will support FAA in developing and transmitting early notification information
9 to the extent afforded under “Assumptions” listed below.

10 As part of its Section 106 National Historic Preservation Act (NHPA) obligations, FAA may also need to
11 consult with federally-recognized Native American Indian Tribes and the Florida Division of Historic
12 Resources (FDHR) regarding any potential adverse effects to cultural resources due to the Proposed Project.
13 Similarly, FAA may need to consult with USFWS pursuant to Section 7 of the Endangered Species Act
14 regarding potential effects on rare, threatened, and endangered species. AECOM will support FAA in
15 developing and transmitting consultation documents and information to these entities to the extent required
16 for the project, to the extent afforded under “Assumptions” listed below.

17 *Assumptions/Exceptions:*

- 18 ▪ AECOM will assist FAA in response to up to two (2) Requests for Additional
19 Information/Documentation (RAI) related to Section 106 NHPA Consultation with FDHR and/or
20 Tribes
- 21 ▪ AECOM will assist FAA in response to up to two (2) RAI related to Section 7 ESA Consultation
22 with USFWS
- 23 ▪ RAIs will not include request for separate/additional technical studies not otherwise afforded in
24 this Scope of Services. If separate/additional studies are requested by agencies/tribes during FAA
25 consultations, development of separate/additional studies would require budgetary amendment to
26 this Scope of Services.

27 *Deliverables:*

- 28 ▪ None

29 **TASK 3. PURPOSE AND NEED AND ALTERNATIVES**

30 **Task 3.1. PURPOSE AND NEED STATEMENT**

31 The purpose of and need for the Proposed Project will be documented in this task based on Master Planning
32 documents and other recent planning analyses conducted to date. A Purpose and Need Statement will
33 identify what goals will be met and/or what shortfalls will be alleviated by the Proposed Project. This task
34 will also identify the federal actions necessary to implement the project, anticipated project development



Sarasota Bradenton International Airport

Scope of Services

1 timelines, and likely project funding sources. The Purpose and Need statement will be consistent with the
 2 goals identified by the Sponsor and FAA.

3 *Assumptions/Exceptions:*

- 4 ▪ None

5 *Deliverables:*

- 6 ▪ None

7 **Task 3.2. IDENTIFICATION AND EVALUATION OF ALTERNATIVES**

8 AECOM will incorporate into the EA a series of reasonable alternatives to the Proposed Project for
 9 evaluation. These alternatives have already been developed in other recent planning analyses and can be
 10 integrated into the EA, however, additional analysis as follows is proposed to satisfy NEPA requirements.

11 In response to the established project purpose and need, AECOM will provide an independent and objective
 12 evaluation of reasonable alternatives recently identified. This task will also involve the consideration of
 13 any new alternatives that may have been identified through the early agency coordination process. All
 14 alternatives will be fully described and their ability to achieve the identified purpose and need for the
 15 proposed action will be assessed. As mentioned above, a No-Action alternative will also be evaluated as a
 16 basis of comparison with other alternatives in conformance with NEPA and FAA requirements. Because
 17 wetlands and floodplains are not expected to be involved/impacted in the Proposed Project and Alternatives
 18 areas, identification of practicable alternatives to avoid such resources per *EO 11990, Protection of*
 19 *Wetlands*, and *EO 11988, Floodplain Management* are not expected to be required.

20 A multi-level screening process will be developed and implemented to evaluate alternatives to the Proposed
 21 Project. Screening levels will include an assessment to determine whether each alternative satisfies the
 22 purpose and need for the Proposed Project and identify operational issues, construction issues, construction
 23 cost, and rough order of magnitude environmental impacts. The alternatives will be concisely compared in
 24 narrative, tabular, and graphic form. A brief discussion will state the reasoning for retaining or eliminating
 25 each alternative for further evaluation in the EA. A summary matrix will be prepared to clearly show the
 26 results of the alternatives evaluation. In addition, a description of the alternatives being carried forward for
 27 further evaluation will be provided.

28 AECOM will prepare a Draft Purpose and Need/Alternatives Chapter for Sponsor and FAA review. The
 29 Sponsor and FAA will review and approve the alternatives analysis prior to AECOM commencing
 30 substantial work related to evaluating environmental impacts for the EA. A Final Purpose and
 31 Need/Alternatives Chapter will be provided which addresses FAA/Sponsor comments and which will be
 32 integrated into the EA.

33 *Assumptions/Exceptions:*

- 34 ▪ For costing purposes, the Proposed Project and up to three (3) conceptual level alternatives to the
 35 Proposed Project (Concourse A and Parking Garage) will be evaluated as part of the EA alternatives



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1 screening process. These alternatives are in development/have already been developed as part of
 2 recent separate planning analyses.

3 ▪ This Scope of Work also assumes that, to the extent needed, conceptual level plans, construction
 4 cost estimates and preliminary engineering data will be supplied by others (e.g., the Sponsor’s
 5 general engineering consultant) to support this task.

6 ▪ The AECOM Project Management Team will participate in up to two (2) teleconferences with the
 7 reviewing parties to reconcile any comments. It is also expected the reviewing parties will provide
 8 written comments electronically. The AECOM Team will prepare responses to the comments
 9 received.

10 *Deliverables:*

11 ▪ *Draft Purpose and Need and Alternatives Chapter (electronic)*

12 ▪ *Final Purpose and Need and Alternatives Chapter (electronic)*

13 **TASK 4. AFFECTED ENVIRONMENT**

14 **Task 4.1. DESCRIPTION OF THE AFFECTED ENVIRONMENT**

15 An environmental baseline will be established in accordance with the FAA *1050.1F Desk Reference*, the
 16 scope and context of which are described below.

17 ▪ Air Quality: summary of baseline air pollutant emissions estimates for sources affected by the
 18 Proposed Project and retained alternatives, current National Ambient Air Quality Standards,
 19 attainment status of the study area, ambient air monitoring data, meteorological and topographic
 20 conditions, nearby emissions sources, existing/required air permits

21 ▪ Biological Resources: identification of floral/faunal communities in the study area, including
 22 federally and state-protected species, critical habitat, and migratory birds

23 ▪ Climate: summary of baseline greenhouse gas (GHG) emissions estimates for sources affected by
 24 the Proposed Project and retained alternatives, climate description, current level of climate
 25 preparedness and applicable adaptation strategies/requirements

26 ▪ Coastal Resources: definition of the relationship of the study area to coastal zone boundaries,
 27 management programs, coastal barrier resources and coral reefs

28 ▪ Department of Transportation (DOT) Act Section 4(f) Resources: identification of Section 4(f)
 29 properties in the study area, including public parks/recreational areas of national/state/local
 30 significance, public wildlife/waterfowl refuges; historic sites of national/state/local significance

31 ▪ Hazardous Materials, Solid Waste and Pollution Prevention: disclosure of contaminated sites
 32 within the study area and discussion of local disposal capacity of solid/hazardous wastes generated
 33 from the Proposed Project or retained alternatives

34 ▪ Historical, Architectural, Archaeological and Cultural Resources: identification of potential
 35 resources, determination of whether identified resources are included or eligible for inclusion on
 36 the National Register of Historic Places (NRHP) or protected under other related statutes



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- 1 ▪ Noise and Noise-Compatible Land Use: inventory of noise sensitive areas and land uses within the
2 study areas, including relationship to the existing Day-Night Average Sound Level (DNL) 65
3 decibel (dB) noise contour. A baseline conditions noise contour will be prepared using the FAA
4 Aviation Environmental Design Tool (AEDT)
- 5 ▪ Socioeconomics, Environmental Justice and Children’s Environmental Health and Safety Risks:
6 description and summary of socioeconomic indicators, transportation assets, minority and low-
7 income populations, demographic information, location of schools or other areas where children
8 may frequent
- 9 ▪ Water Resources: summary of existing extent and character of surrounding surface water,
10 groundwater resources, stormwater management facilities.

11 *Assumptions/Exceptions:*

- 12 ▪ Other resource categories identified in Order 1050.1F that are not listed above are assumed to not
13 be affected by the Proposed Project and will not be included
- 14 ▪ Affected environment information will be preliminarily based on available desktop information,
15 recent Master Planning documents, and recent planning and environmental efforts related to these
16 specific improvements, and will be refined during the EA based on field survey tasks undertaken
17 under Task 5 of this Scope of Services.

18 *Deliverables:*

- 19 ▪ None

20 **TASK 5. ENVIRONMENTAL CONSEQUENCES**

21 This task involves the technical analyses of the direct and indirect environmental effects of the Proposed
22 Project and retained alternatives for the specific impact categories listed in FAA Orders 5050.4B and
23 1050.1F, following methods specified in the Order 1050.1F Desk Reference. Where applicable, this section
24 will also address conceptual mitigation measures that may be required to reduce adverse effects.

25 *Assumptions/Exceptions:*

- 26 ▪ Forecasts of aviation activity and passenger activity associated with the Proposed Project have
27 already been developed or are in development as part of separate planning efforts supporting this
28 project. These will be utilized in the impact analysis and no further forecasting/activity analysis is
29 included in this Scope of Services.
- 30 ▪ The following categories will not require extensive analysis, and can be addressed via concise
31 qualitative discussion only. All other environmental resource categories will require more detailed
32 analysis and are described in the forthcoming subtasks:
 - 33 - Farmlands
 - 34 - Floodplains
 - 35 - General Land Use

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- 1 - Light Emissions and Visual Effects
- 2 - Wetlands
- 3 - Wild and Scenic Rivers

4 **Task 5.1. AIR QUALITY**

5 **Task 5.1.1. Construction Emissions Inventory**

6 AECOM will estimate construction air emissions of criteria air pollutants and greenhouse gases (GHG),
7 and describe construction-related air quality impacts. Emissions sources will include construction
8 equipment and vehicles operation, conveyance of materials, employee vehicle trips, earthworks and site
9 preparation, demolition, paving/materials placement, and dust generation from travel on unpaved areas.
10 The approach will utilize FAA-approved computer software models and methods such as the U.S.
11 Environmental Protection Agency’s Motor Vehicle Emissions Simulator (MOVES).

12 *Assumptions/Exceptions:*

- 13 ▪ For emissions simulation purposes, construction will be assumed to be completed within three
14 calendar years, but no more than five calendar years

15 *Deliverables:*

- 16 ▪ *Air Quality Technical Report as part of EA appendices (electronic)*

17 **Task 5.1.2. Operational Emissions Inventory**

18 Using AEDT, AECOM will prepare an aircraft operational emissions inventory to describe potential
19 impacts based on changes to the type and number of aircraft and other operations at the Airport occurring
20 due to the Proposed Project and retained alternatives. Emissions of airport Ground Support Equipment and
21 Auxiliary Power Units, on-airport motor vehicles and stationary sources will be included where necessary.
22 Motor vehicle emissions changes due to EA project operations will also be assessed using USEPA MOVES.
23 Inventoried pollutants comprise USEPA-designated criteria pollutants and/or their precursors, as well as
24 GHG.

25 *Assumptions/Exceptions:*

- 26 ▪ Operational emissions inventories will be prepared for all alternatives for the opening year
27 condition and the opening year “plus five” condition

28 *Deliverables:*

- 29 ▪ *Air Quality Technical Report as part of EA appendices (electronic)*



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1 **Task 5.2. BIOLOGICAL RESOURCES**

2 *Task 5.2.1. Survey and Effects Determination*

3 Biological communities, including flora and fauna, which exist in the areas of potential disturbance will be
 4 inventoried and documented. Field reviews will be conducted to identify vegetated communities and
 5 document animal and plant observations. Lists of significant habitat types and animal species known or
 6 having the potential to occur in the study area will be compiled from available data and field reviews.

7 Potential impacts to biological communities due to the construction of the Proposed Project and reasonable
 8 alternatives will be quantified and compared. The results will be coordinated with the appropriate federal,
 9 state, and local agencies including the USFWS and the Florida Fish and Wildlife Conservation Commission
 10 (FWC).

11 The effect of the Proposed Project and retained alternatives upon federally and state listed plants and
 12 animals, migratory birds, and their habitats will be evaluated in this task. This task will include “informal”
 13 coordination with the USFWS and FWC to obtain existing information on the documented presence of
 14 listed species within and adjacent to the project area.

15 Using field survey data and results, AECOM will render a determination of the potential use of the project
 16 area by each assessed species within the project area. If it is determined that an assessed species may occur
 17 within the project study area, AECOM will then complete a determination of the potential effects the project
 18 may have on that species. Determination of effect for each listed species potentially present will be
 19 accomplished using species recovery plans, available species specific data (e.g., life history, breeding
 20 requirements, etc.), and other scientifically accepted methods agreed to by the USFWS and/or FWC. If no
 21 listed species would be adversely affected by the Proposed Project based on the output of this task, AECOM
 22 will prepare a technical memorandum describing the field survey methods, results, and proposed effects
 23 determinations for FAA use.

24 *Assumptions/Exceptions:*

- 25 ▪ AECOM anticipates only “informal” Endangered Species Act Section 7 consultation between the
 26 FAA and USFWS (pursuant to 50 Code of Federal Regulations [CFR] 402.14). Therefore,
 27 extended species surveys and assessments; attendance at consultation meetings; and general
 28 technical support services related to formal consultation are not included in this Scope of Work. If
 29 formal Section 7 consultation is determined to be necessary by the FAA and/or USFWS, AECOM
 30 would provide technical and support services as an additional service, under a supplemental
 31 agreement
- 32 ▪ Field work required for this task will take up to three days for two personnel, including travel and
 33 overnight stays for non-local personnel
- 34 ▪ This Scope of Services includes one Draft memo for FAA review and comment, one Draft Final
 35 memo for FAA’s use in consulting with the USFWS, and one Final memo to address USFWS
 36 comments

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- 1 ▪ Any RAI(s) from USFWS will not include request for separate/additional technical studies not
- 2 otherwise afforded in this Scope of Services. If separate/additional studies are requested by
- 3 agencies/tribes during FAA consultations, development of separate/additional studies would
- 4 require budgetary amendment to this Scope of Services.
- 5 ▪ Species-specific location/management surveys (e.g., gopher tortoise extraction or bat roosting
- 6 acoustical survey/extraction) would require budgetary amendment to this Scope of Services

7 *Deliverables:*

- 8 ▪ *Draft Technical Memorandum (electronic)*
- 9 ▪ *Draft Final Technical Memorandum (electronic)*
- 10 ▪ *Final Technical Memorandum (electronic)*

11 **Task 5.2.2. Biological Assessment (Optional Task)**

12 If any listed species could be potentially adversely affected by the Proposed Project based on the outcome
 13 of Task 5.2.1, a Biological Assessment (BA) will be prepared and shall include: .

- 14 ▪ A description of the proposed action,
- 15 ▪ A description of the specific area that may be affected by the action (i.e., project area and potentially
- 16 areas adjacent to the project area),
- 17 ▪ A description of the listed species or critical habitat that may be affected by the action,
- 18 ▪ A description of the manner in which the action may affect any listed species or critical habitat,
- 19 ▪ An analysis of any cumulative effects on the listed species,
- 20 ▪ Relevant reports/information, including information collected during field reviews of the action
- 21 area, and,
- 22 ▪ Potential conservation measures which may be undertaken to ensure the continued existence of
- 23 listed species which may be affected by the action.

24 *Assumptions/Exceptions:*

- 25 ▪ This Scope of Services includes one Draft BA for FAA review and comment and one Draft Final
- 26 BA for FAA's use in consulting with the USFWS, and one Final BA to address USFWS comments
- 27 ▪ Any RAI(s) from USFWS will not include request for separate/additional technical studies not
- 28 otherwise afforded in this Scope of Services. If separate/additional studies are requested by
- 29 agencies/tribes during FAA consultations, development of separate/additional studies would
- 30 require budgetary amendment to this Scope of Services.

31 *Deliverables:*

- 32 ▪ *Draft Biological Assessment (electronic)*

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1 ▪ *Draft Final Biological Assessment (electronic)*

2 ▪ *Final Biological Assessment (electronic)*

3 **Task 5.3. CLIMATE**

4 AECOM will estimate construction air emissions of greenhouse gases and describe construction-related
5 greenhouse gas and climate impacts, as described in Task 5.1. AECOM will provide discussion on climate
6 conditions, existing GHG emissions, and resilience/adaptation per current Council on Environmental
7 Quality (CEQ) guidance (88 FR 1196). AECOM will prepare a construction related GHG inventory and
8 Social Cost of Carbon analysis for construction related GHG emissions.

9 *Assumptions/Exceptions:*

10 ▪ The new CEQ guidance will apply to this EA and the scope of analysis will be constrained to the
11 items listed above.

12 *Deliverables:*

13 ▪ None

14 **Task 5.4. COASTAL RESOURCES**

15 In accordance with FAA Order 1050.1F, coordination with the FDEP will be accomplished and documented
16 regarding the Proposed Project's preliminary consistency with the State of Florida Coastal Zone
17 Management Program (CZMP), the Federal Coastal Barriers Resource Act of 1982, and the Coastal Barrier
18 Improvement Act of 1990. A summary of applicable Florida Statutes comprising the CZMP and the
19 Proposed Project's consistency with those statutes will be summarized in the EA.

1 *Assumptions/Exceptions:*

- 2 ▪ Development and coordination of a formal Federal Agency Consistency Determination, as defined
3 by Section 307 of the Federal Coastal Zone Management Act (CZMA) with jurisdictional agencies
4 is not included in this Scope of Services

5 *Deliverables:*

- 6 ▪ None

7 **Task 5.5. DOT SECTION 4(F) RESOURCES**

8 An analysis of potential direct impacts, including constructive use, on Section 4(f) properties and
9 Department of Interior (DOI) Section 6(f) properties will be accomplished and documented. Resources
10 that are protected by Section 4(f) are publicly owned land from a public park, recreation area, or wildlife
11 and waterfowl refuge of national, state, or local significance; and publicly or privately owned land from an
12 historic site of national, state, or local significance. Indirect impacts (e.g., air emissions and noise exposure)
13 will also be considered.

14 *Assumptions/Exceptions:*

- 15 ▪ Only applicability of Section 4(f) requirements to the Proposed Project (or retained Alternatives)
16 is included in this Scope of Services.
- 17 ▪ A formal Section 4(f) Statement, and/or detailed supplemental studies, coordination meetings,
18 development of mitigation plans, are not expected to be required. If these items are necessary
19 AECOM will coordinate with the Sponsor to develop an amendment to this Scope for the additional
20 services.

21 *Deliverables:*

- 22 ▪ None

23 **Task 5.6. HAZARDOUS MATERIALS, POLLUTION PREVENTION AND SOLID WASTE**

24 Hazardous materials (including hazardous waste, environmental contamination and other similarly
25 regulated substances) will be evaluated in this task as per the current FAA guidance contained in FAA
26 Order 1050.1F. Because sites and facilities containing hazardous substances or environmental
27 contamination can have potentially significant impacts on soils, surface water, groundwater, and air quality,
28 this section of the EA will provide an overview of what is known about any of these areas located on, or in
29 the vicinity of, the Airport and the site of the Proposed Project or retained alternatives, should they exist.
30 This information will be used to help determine what effect, if any, the construction and operation of the
31 Proposed Project and retained alternatives will have on these sites.

32 For the purposes of this analysis, information will be collected and developed based on the following
33 resources:

- 34 ▪ Environmental agency electronic database reports;

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- 1 ▪ Any contamination assessments, Remedial Action Plans, Level 1 and/or 2 environmental audits,
- 2 hazardous material surveys and other documents, files and records provided to AECOM by the
- 3 Sponsor;
- 4 ▪ Review of current historical aerial photos, maps, and figures;
- 5 ▪ Discussions with Airport management, and
- 6 ▪ Visual surveys of the project areas.

7 *Assumptions/Exceptions:*

- 8 ▪ The hazardous materials assessment services in this Scope of Work do not constitute a formal
- 9 Environmental Due Diligence Audit (EDDA). A formal EDDA would not be required by FAA
- 10 Order 1050.19B, Environmental Due Diligence Audits in the Conduct of FAA Real Property
- 11 Transactions because no land acquisition elements are included as part of the Proposed Project.
- 12 ▪ No environmental media sampling, analysis, or remedial investigation of potential areas of concern
- 13 is included.

14 *Deliverables:*

- 15 ▪ None

16 **Task 5.7. HISTORICAL, ARCHAEOLOGICAL AND CULTURAL RESOURCES**

17 For archaeological resources, this task will include background research to gain further information on
 18 archaeological sites in the region to provide a context for identifying likely locations of unrecorded
 19 historical/archaeological sites that may remain within the current project area. To achieve this goal,
 20 AECOM will review archaeological reports, archaeological site files, historic period maps, and other
 21 secondary documents and histories. In addition, data on past land use modifications will be collected and
 22 reviewed, such as historic maps, historic aerial photography, and soils mapping.

23 A Secretary of the Interior qualified archaeologist and field archaeologists will perform a visit to the project
 24 site to determine the likelihood of encountering archaeologically significant resources. The APE for the
 25 archaeological survey is defined as all locations associated with the project area that will result in the
 26 alteration and disturbance of surface and subsurface soils that contain or have the potential to contain
 27 archaeological sites.

28 Archaeological fieldwork will begin with systematic pedestrian reconnaissance of the entire APE to
 29 evaluate current conditions and identify any archaeological resources visible on the surface. This will be
 30 followed by systematic shovel test pit (STP) excavation where needed. All soils removed from the STP
 31 will be screened using quarter-inch wire mesh for uniform artifact recovery. Detailed notes for each STP
 32 will be recorded on standardized field forms. Where cultural materials are recovered, a series of close-
 33 interval (10 meter/33 feet) STPs will be deployed to determine the horizontal extent of the archaeological
 34 site. The locations of all STPs will be recorded in the field using a differentially corrected sub-meter
 35 accurate Global Positioning System (GPS) device.



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1 For historic/architectural resources, AECOM will conduct a review of pertinent historical literature and
 2 data, including an examination of the Florida Master Site File (FMSF) and the NRHP, will be conducted to
 3 identify any NRHP-listed or eligible properties, as well as other known cultural resources within and
 4 proximate to the study property. Included in the initial literature and data review will be the U.S. Geological
 5 Survey quadrangle map, relevant CRAS reports, 19th century federal surveyors' plats and field notes, tract
 6 book records, and other documents pertaining to cultural resources in the region. The historic overview
 7 will assist in determining the type of historic resources (structures 50 years of age or older) which may be
 8 anticipated in the project direct and indirect APE. This overview will also assist in the evaluation of each
 9 recorded historic resource in terms of its eligibility for listing in the NRHP.

10 As required, historical/architectural field methodology will consist of the identification of any buildings
 11 and/or other structures believed to have been built over 50 years ago, and to ascertain if any such resources
 12 could be adjudged eligible or potentially eligible for NRHP consideration. This will be followed by an in-
 13 depth study of each identified historic resource. Photographs will be taken, and information needed for the
 14 completion of FMSF forms will be gathered. In addition to architectural descriptions, each historic property
 15 will be reviewed to assess style, historic context, and condition. Pertinent records housed with the County
 16 and/or the Sponsor will be used to obtain information concerning site-specific building construction dates
 17 and/or possible association with individuals or events significant to local or regional history.

18 A Phase I (1A/1B) Cultural Resources Assessment Survey (CRAS) of the project area will be compiled
 19 based on the results the field surveys. The CRAS will comply with the requirements of Section 106 of the
 20 NHPA and its implementing regulations, 36 CFR 800: Protection of Historic Properties. All work also will
 21 comply with Chapter 267, Florida Statutes, regulations set forth in Chapter 1A-46, Florida Administrative
 22 Code (F.A.C.), and FDHR Module 3 of the Cultural Resource Management Standards and Operational
 23 Manual . AECOM will prepare a draft CRAS Report for submittal to the FDHR and tribes. The CRAS
 24 will include a project description, methodology, relevant archaeological/historic contexts, and bibliography.
 25 It will also include descriptions of any resources identified, as well as integrity and significance statements
 26 that will support recommendations of NRHP eligibility of the recorded resources.

27 *Assumptions/Exceptions:*

- 28 ▪ The site will have low potential for encountering archaeological resources
- 29 ▪ No properties or resources eligible for listing to the NRHP are present
- 30 ▪ No FMSF forms will be required
- 31 ▪ For budgeting purposes, it is estimated that not more than approximately 30 STPs will be required
- 32 ▪ Archaeological and historic architectural field work required for this task will take up to five days
 33 for two personnel per each respective discipline,, including travel and overnight stays for non-local
 34 personnel
- 35 ▪ This Scope of Services includes one Draft CRAS for FAA review and comment and one Draft
 36 Final CRAS for FAA's use in consulting with the FDHR/Tribes, and one Final CRAS to address
 37 FDHR/Tribal comments

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- 1 ▪ Any RAI(s) from FDHR/Tribes will not include request for separate/additional technical studies
- 2 not otherwise afforded in this Scope of Services. If separate/additional studies are requested by
- 3 agencies/tribes during FAA consultations, development of separate/additional studies would
- 4 require budgetary amendment to this Scope of Services.

5 *Deliverables:*

- 6 ▪ *Draft Phase 1A/1B Cultural Resources Assessment Survey Report (electronic)*
- 7 ▪ *Draft Final Phase 1A/1B Cultural Resources Assessment Survey Report (electronic)*
- 8 ▪ *Final Phase 1A/1B Cultural Resources Assessment Survey Report (electronic)*

9 **Task 5.8. NOISE AND NOISE-COMPATIBLE LAND USE**

10 This Task consists of assessing aircraft-generated noise levels at the Airport due to the Proposed Project
11 and retained alternatives.

12 ***Task 5.8.1. Noise Analysis***

13 Noise exposure contours and associated data for the 65, 70, and 75 DNL or higher contours for each of the
14 future year conditions will be prepared using AEDT. This includes modeling the No- Action Alternative
15 for each future study year and modeling for the Proposed Project and any alternatives. Flight tracks, runway
16 use percentages, day/night splits, fleet mix, operational levels, aircraft substitutions, and other data used to
17 develop AEDT contours will be documented. A summary of the documentation material will be included
18 in an appendix of the EA.

19 Noise exposure estimates for land uses, noise sensitive sites, housing units, and population within the 65,
20 70, and 75 DNL (and higher) contours for each future study year condition will be prepared in this task.
21 The noise exposure analysis will utilize a GIS database to quantify the potential impacts by comparing the
22 No-Action Alternative impacts for the future study years to the build alternatives impacts for the same
23 years.

24 To the extent required based on modeled contours, a grid (location) point analysis will be conducted that
25 compares the change in noise exposure levels between the No-Action Alternative and the Proposed Project
26 (and its alternatives) for each future study year. The analysis will identify noise sensitive sites and land
27 uses within each future DNL 65 noise exposure contour that would experience an increase of DNL 1.5 dBA
28 or more. If noise sensitive land uses experience a DNL 1.5 dBA increase, an analysis will be undertaken
29 to evaluate noise sensitive locations that may experience an increase of 3.0 dBA within the DNL 60 dBA
30 noise contour. For the analysis of indirect impacts associated with aircraft noise, the grid (location) point
31 analysis will evaluate up to thirty (30) discrete location points outside of the DNL 65 noise exposure
32 contour. The noise sensitive locations evaluated may include, but not necessarily be limited to, residential
33 areas, Section 4(f) resources, and historic sites in the vicinity of the airport.

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1 *Assumptions/Exceptions:*

- 2 ▪ Noise impacts to surrounding land uses and discrete receptors are expected to be less than
- 3 significant per criteria described above and will not require mitigation.
- 4 ▪ If impacts are significant, measures to avoid, minimize, and mitigate these impacts would be
- 5 considered at a conceptual level and summarized in the EA. No noise monitoring, sound insulation
- 6 evaluations, or detailed property acquisition/purchase assurance/sales assurance evaluation is
- 7 included. If these items are necessary, they would require an amendment to this Scope of Services.

8 *Deliverables:*

- 9 ▪ *Noise Technical Report as part of EA appendices (electronic)*

10 **Task 5.8.2. Non-Airport Noise**

11 Changes in the noise environment associated with non-airport sources including, but not limited to, changes
 12 to vehicle traffic patterns or construction activities will be discussed qualitatively.

13 *Assumptions/Exceptions:*

- 14 ▪ Modeling and detailed analysis of non-airport noise impacts are not included in this Scope of Work.
- 15 ▪ It is not expected that the noise environment surrounding the Airport would be substantially
- 16 impacted by non-airport noise sources such as surface traffic or construction activities. If required
- 17 in support of the noise analyses presented in the EA, AECOM will develop a supplemental scope
- 18 and fee for non-airport noise analysis (e.g., highway noise screening assessment) and comparison
- 19 to any applicable significance thresholds (e.g., noise abatement criteria).

20 *Deliverables:*

- 21 ▪ None

22 **Task 5.9. SOCIOECONOMIC IMPACTS, ENVIRONMENTAL JUSTICE AND CHILDREN'S**
 23 **ENVIRONMENTAL HEALTH AND SAFETY RISKS**

24 **Task 5.9.1. Socioeconomics and Environmental Justice**

25 Each alternative and study year will be evaluated with regard to disruption of existing communities,
 26 transportation systems and networks, and conflicts with planned development. Impacts of the alternatives
 27 for each study year will be assessed with regard to compliance with Federal Environmental Justice
 28 guidelines (EO 12898 and 14096) to determine if there would be a disproportionate adverse impact to
 29 minority and low income populations as a result of implementation of any of the alternatives, and to quantify
 30 these impacts, should they occur. Potential impacts to children's environmental health will also be
 31 considered. The results of the noise analyses, as well as the analyses conducted for other applicable impact
 32 categories, will be used as the basis for this determination.

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1 *Assumptions/Exceptions:*

- 2 ▪ Significant disproportionate impacts to low income or minority populations are not anticipated.
- 3 ▪ No stakeholder outreach or mitigation development beyond what is required for normal NEPA
- 4 agency coordination and public involvement is included (e.g., Limited English Proficiency
- 5 notifications, community meetings, etc.)

6 *Deliverables:*

- 7 ▪ None

8 **Task 5.9.2. Surface Transportation**

9 The impact of passenger vehicle and truck traffic associated with the construction and operation of the
 10 Proposed Project and its alternatives upon the local surface transportation system will be evaluated.
 11 AECOM will model the Level of Service (LOS) at up to six (6) key locations on-airport and in the vicinity
 12 of the airport using reasonably available Florida Department of Transportation (FDOT) traffic projection
 13 forecasting tools, such as historical growth patterns and applicable Travel Demand Models. The evaluation
 14 of future traffic conditions will be performed using the Synchro traffic software for the EA study years,
 15 with and without the Proposed Project.

16 *Assumptions/Exceptions:*

- 17 ▪ Traffic count data will be obtained by AECOM for use in the analysis from readily available public
- 18 sources and recent studies, to help determine changes in LOS. If supplemental on or off airport
- 19 traffic counts are required based on the initial study, they would require amendment to this Scope
- 20 of Services
- 21 ▪ The approach to evaluating LOS in this EA will conform to FDOT methods and practices.
- 22 However, the level of documentation for the EA will be a technical memorandum as appendix to
- 23 the EA, and would not constitute a formal traffic study submission to FDOT
- 24 ▪ This Scope of Services does not include the design and permitting of any roadway or intersection
- 25 improvements that may be required for the Proposed Project.

26 *Deliverables:*

- 27 ▪ None

28 **Task 5.10. WATER RESOURCES**

29 The effects of the Proposed Project and retained alternatives upon stormwater, surface water, and
 30 groundwater quality and quantity during construction and operation of the alternatives will be qualitatively
 31 evaluated in this task. Details and accompanying graphics reflecting the development of any required
 32 stormwater treatment requirements shall be disclosed and evaluated in the impact determination.
 33 Conceptual estimates of changes in runoff volumes and methods to mitigate water quality impacts will be

1 qualitatively evaluated if needed. Applicable state or local water quality regulations and the Airport's
 2 current storm water management plan will be discussed.

3 AECOM will identify and describe potential water quality construction impacts associated with the
 4 Proposed Project and retained alternatives, including any mitigation measures considered necessary. These
 5 may include such measures as erosion control practices, stormwater runoff detention methods and best
 6 management practices. The provisions and applicability for construction mitigation contained in FAA
 7 *Advisory Circular 150/5370-10F, Standards for Specifying Construction at Airports*, will also be discussed.

8 *Assumptions/Exceptions:*

- 9 ▪ No surface water modeling, hydrogeological modeling, water sampling and analysis, or other
 10 detailed studies to characterize existing water quantity, quality or projected future water
 11 quantity/quality conditions is included.

12 *Deliverables:*

- 13 ▪ None

14 **TASK 6. CUMULATIVE EFFECTS**

15 **Task 6.1. CUMULATIVE EFFECTS ANALYSIS AND DOCUMENTATION**

16 The cumulative impacts of recent and future airport improvements, when coupled with other major existing
 17 or planned projects within the EA study area will be qualitatively discussed in this task. This discussion
 18 will be limited to those major development actions that could potentially have a social/environmental effect
 19 on lands within the EA study area. A qualitative discussion of the potential consequences of cumulative
 20 actions will be provided in narrative and comparative table formats.

21 *Assumptions/Exceptions:*

- 22 ▪ None

23 *Deliverables:*

- 24 ▪ None

25 **TASK 7. DRAFT EA**

26 **Task 7.1. PRELIMINARY DRAFT EA**

27 AECOM will prepare a Preliminary Draft EA (PDEA) to be submitted to the Sponsor and FAA for
 28 concurrent review and comment. The purpose and need/alternatives chapters already reviewed and
 29 approved will be revised/appended to include comments and new documentation regarding the affected
 30 environment, environmental consequences, public involvement, and any necessary appendices.

Sarasota Bradenton International Airport

Scope of Services

1 *Assumptions/Exceptions:*

- 2 ▪ None

3 *Deliverables:*

- 4 ▪ *Preliminary Draft EA and Appendices (electronic)*

5 **Task 7.2. REVISED DRAFT EA**

6 Sponsor/FAA comments on the PDEA will be collected and summarized in a Comment Response Matrix
 7 (CRM) document to which AECOM will indicate proposed responses and if/how the document will be
 8 modified to address each comment. Upon adjudication of the CRM and approval by all parties,
 9 Sponsor/FAA comments on the PDEA will be incorporated into a Revised Draft EA (RDEA) document,
 10 which will be provided to Sponsor/FAA for concurrent review and comment.

11 *Assumptions/Exceptions:*

- 12 ▪ The RDEA will address one (1) round of Sponsor comments and one (1) round of FAA comments
 13 provided on the PDEA
- 14 ▪ Aside from administrative/editorial comments/edits, for costing purposes no more than 50 total
 15 comments from Sponsor/FAA combined are anticipated
- 16 ▪ Comments beyond what is described above, or requests for substantial new analysis by
 17 Sponsor/FAA may require budgetary amendment to Scope of Services

18 *Deliverables:*

- 19 ▪ *Revised Draft EA and Appendices (electronic)*

20 **Task 7.3. CHECK DRAFT EA**

21 Sponsor/FAA comments on the RDEA will be collected and summarized in a CRM document to which
 22 AECOM will indicate proposed responses and if/how the document will be modified to address each
 23 comment. Upon adjudication of the CRM and approval by all parties, comments on the RDEA will be
 24 incorporated into a Check Draft EA (CDEA) document, which will be provided to Sponsor/FAA for
 25 backchecking and comment resolution verification.

26 *Assumptions/Exceptions:*

- 27 ▪ The CDEA will address one (1) round of Sponsor comments and one (1) round of FAA comments
 28 provided on the RDEA
- 29 ▪ Aside from administrative/editorial comments/edits, for costing purposes no more than 20 total
 30 comments from Sponsor/FAA combined are anticipated
- 31 ▪ Comments beyond what is described above, or requests for substantial new analysis by
 32 Sponsor/FAA may require budgetary amendment to Scope of Services



Sarasota Bradenton International Airport

Scope of Services

1 *Deliverables:*

- 2 ▪ *Check Draft EA and Appendices (electronic)*

3 **Task 7.4. PUBLIC RELEASE DRAFT EA**

4 AECOM will convert the CDEA to a Draft EA (DEA) that will be released to the public upon approval
 5 from FAA. AECOM will prepare a distribution list and a distribution letter for dissemination of the Draft
 6 EA to agency and public stakeholders upon FAA review and approval. AECOM will be responsible for
 7 reproduction and distribution of the Draft EA document. Documents developed for public review must be
 8 compliant with Section 508 of the Americans with Disabilities Act.

9 *Assumptions/Exceptions:*

- 10 ▪ Comments/revisions on CDEA will be minor and editorial in nature. No major revisions to
 11 narrative figures or supporting documentation would be required.
- 12 ▪ AECOM will print up to 13 copies of the Draft EA document: for the Sponsor (1 copy), FAA (1
 13 copy), AECOM (3 copies, including QA/QC review copies) and distribution to federal, state and
 14 local agencies/tribes and the public (8 copies).

15 *Deliverables:*

- 16 ▪ *Draft EA and Appendices (hard copy, as above)*
- 17 ▪ *Draft EA and Appendices (electronic)*

18 **TASK 8. DRAFT EA PUBLIC INVOLVEMENT**

19 **Task 8.1. PUBLIC WORKSHOP/PUBLIC HEARING**

20 Upon approval of the DEA for public release, AECOM will prepare a Notice of Availability (NOA) of the
 21 Draft EA, which will be published in local newspaper(s) upon FAA review and approval. AECOM will be
 22 responsible for all advertisement and publication costs. The agency and public comment period for the
 23 Draft EA will last for a period of 45 days. AECOM will assist the Sponsor in arranging an appropriate
 24 location, time, and facility for a combined Public Workshop/Public Hearing to be held at least 30 days after
 25 advertisement of the NOA for the Draft EA. At least three (3) weeks prior to the combined Public
 26 Workshop/Public Hearing, AECOM will submit and coordinate draft presentation boards, signs, hand-outs,
 27 and PowerPoint presentation to the Sponsor and FAA for review and approval. AECOM will address
 28 comments and obtain final approval of all meeting materials at least one (1) week prior to the combined
 29 Public Workshop/Public Hearing.

30 AECOM will be responsible for providing the services of a court reporter and obtaining a certified transcript
 31 of the combined Public Workshop/Public Hearing. AECOM will procure a suitable venue with tables,
 32 chairs, and public address system.



Sarasota Bradenton International Airport

Scope of Services

1 *Assumptions/Exceptions:*

- 2 ▪ Advertisement will run as legal ad one time in one local paper
- 3 ▪ AECOM will be responsible for all advertisement and publication costs
- 4 ▪ AECOM will be responsible for all printing and production costs and the cost of supplies. This
- 5 includes up to 25 mounted foam-core presentation boards, 200 handouts, five (5) mounted foam-
- 6 core signs, 200 comment forms, name tags, easels, and sign-in sheets.
- 7 ▪ If necessary, AECOM will be responsible for (and budget) payment of a reasonable stipend for the
- 8 Hearing Officer.
- 9 ▪ It is anticipated that four (4) AECOM team personnel will attend and participate in the combined
- 10 Public Workshop/Public Hearing.

11 *Deliverables:*

- 12 ▪ *Draft and Final Public hearing/workshop materials as described above.*

13 **TASK 9. FINAL EA**

14 **Task 9.1. PRELIMINARY FINAL EA**

15 AECOM will summarize and catalog all agency, tribal and public comments during the Draft EA review
 16 process. A CRM will be prepared with AECOM’s proposed responses to the comments received for
 17 Sponsor/FAA review approval. Once the public/agency CRM approach is approved, AECOM will prepare
 18 a Preliminary Final EA (PFEA) to be submitted to the Sponsor and FAA for concurrent review and
 19 comment.

20 *Assumptions/Exceptions:*

- 21 ▪ For costing purposes no more than 100 total public/agency/tribal comments on the Draft EA are
- 22 anticipated
- 23 ▪ Comments beyond what is described above, or requests for substantial new analysis by
- 24 public/agencies/tribes may require budgetary amendment to Scope of Services

25 *Deliverables:*

- 26 ▪ *Preliminary Draft EA and Appendices (electronic)*

27 **Task 9.2. REVISED FINAL EA**

28 Sponsor/FAA comments on the PFEA will be collected and summarized in a CRM document to which
 29 AECOM will indicate proposed responses and if/how the document will be modified to address each
 30 comment. Upon adjudication of the CRM and approval by all parties, Sponsor/FAA comments on the
 31 PFEA will be incorporated into a Revised Final EA (RFEA) document, which will be provided to
 32 Sponsor/FAA for concurrent review and comment.



Sarasota Bradenton International Airport

Scope of Services

1 *Assumptions/Exceptions:*

- 2 ▪ The RFEA will address one (1) round of Sponsor comments and one (1) round of FAA comments
- 3 provided on the PDEA
- 4 ▪ Aside from administrative/editorial comments/edits, for costing purposes no more than 50 total
- 5 comments from Sponsor/FAA combined are anticipated
- 6 ▪ Comments beyond what is described above, or requests for substantial new analysis by
- 7 Sponsor/FAA may require budgetary amendment to Scope of Services

8 *Deliverables:*

- 9 ▪ *Revised Final EA and Appendices (electronic)*

10 **Task 9.3. CHECK FINAL EA**

11 Sponsor/FAA comments on the RFEA will be collected and summarized in a CRM document to which
 12 AECOM will indicate proposed responses and if/how the document will be modified to address each
 13 comment. Upon adjudication of the CRM and approval by all parties, comments on the RFEA will be
 14 incorporated into a Check Final EA (CFEA) document, which will be provided to Sponsor/FAA for
 15 backchecking and comment resolution verification.

16 *Assumptions/Exceptions:*

- 17 ▪ The CFEA will address one (1) round of Sponsor comments and one (1) round of FAA comments
- 18 provided on the RDEA
- 19 ▪ Aside from administrative/editorial comments/edits, for costing purposes no more than 20 total
- 20 comments from Sponsor/FAA combined are anticipated
- 21 ▪ Comments beyond what is described above, or requests for substantial new analysis by
- 22 Sponsor/FAA may require budgetary amendment to Scope of Services

23 *Deliverables:*

- 24 ▪ *Check Final EA and Appendices (electronic)*

25 **Task 9.4. FINAL EA**

26 AECOM will convert the CFEA to a Final EA (FEA) that will be provided to the Sponsor and FAA in hard
 27 copy and electronic copy for retention. AECOM will prepare a NOA of the Final EA and FAA decision
 28 documentation, which will be published in local newspaper(s) upon FAA review and approval.

29 *Assumptions/Exceptions:*

- 30 ▪ Advertisement will run as legal ad one time in one local paper
- 31 ▪ Comments/revisions on CFEA will be minor and editorial in nature. No major revisions to
- 32 narrative figures or supporting documentation would be required.

Sarasota Bradenton International Airport

Scope of Services

- 1 ▪ AECOM will print up to 6 copies of the Final EA document: for the Sponsor (2 copies), FAA (1
- 2 copy), AECOM (2 copies, including QA/QC review copies).

3 *Deliverables:*

- 4 ▪ *Final EA and Appendices (hard copy, as above)*
- 5 ▪ *Final EA and Appendices (electronic)*

6 **TASK 10. EA ADMINISTRATIVE RECORD**

7 **Task 10.1. ADMINISTRATIVE FILE (OPTIONAL TASK)**

8 AECOM will prepare an Administrative File for the FEA that will be provided to the Sponsor and FAA in
 9 electronic format for retention. The Administrative File will include an Administrative File Index in
 10 Microsoft Excel format, documenting all files included in the Administrative File, as well as an electronic
 11 copy of each document listed in the Index, including:

- 12 ▪ The public release FEA and appendices, and FAA’s Record of Decision (ROD);
- 13 ▪ PFEA, RFEA, and CFEA and appendices, and CRM/response to Sponsor/FAA comments;
- 14 ▪ The public release DEA and appendices, and published NOA;
- 15 ▪ PDEA, RDEA, and CDEA and appendices, and CRM/response to Sponsor/FAA comments;
- 16 ▪ Technical analyses and reports used to develop the EA, including but not limited to airport master
 17 plans, previous environmental studies, data requests, Project Definition Report, environmental
 18 technical analyses (e.g., air quality), FEA figures, CAD files used to develop EA figures, and data
 19 source files (e.g.; MOVES and GIS shapefiles);
- 20 ▪ Community engagement documents and materials;
- 21 ▪ EA reference and guidance documents, including but not limited to local ordinances, agency
 22 guidance documents, relevant permits, FAA Advisory Circulars, and EOs;
- 23 ▪ Tribal coordination materials and correspondence;
- 24 ▪ Agency coordination materials and correspondence;
- 25 ▪ Relevant internal coordination emails.

26 *Assumptions/Exceptions:*

- 27 ▪ EA versions and appendices, reports, studies, guidance documents, emails, public involvement
 28 materials, and agency/tribal coordination documents will be provided in searchable pdf format
- 29 ▪ Technical calculations (e.g., air quality) will be provided in Microsoft Excel format
- 30 ▪ Analytical data files (e.g., MOVES and GIS) will be provided in their native formats, in compressed
 31 (zip) files
- 32 ▪ Sponsor/FAA will provide up to two (2) rounds of review and comment on the Administrative File
 33 Index and Administrative File documents for completeness

Sarasota Bradenton International Airport

Scope of Services

- 1 ▪ Comments beyond what is described above by Sponsor/FAA may require budgetary amendment
 2 to Scope of Services

3 *Deliverables:*

- 4 ▪ *Administrative File Index and Supporting Documents (Electronic)*

5 **Task 10.2. FAA ADMINISTRATIVE RECORD (OPTIONAL TASK)**

6 AECOM will provide support to FAA, if required for development of a formal FAA Administrative Record
 7 based on the Administrative File prepared under Task 10.1. AECOM will compile additional information,
 8 documents, data, and correspondence as requested by FAA. This task includes coordination and
 9 consultation with FAA/Sponsor, contractor, and subcontractor personnel as required to complete the FAA
 10 Administrative Record.

11 *Assumptions/Exceptions:*

- 12 ▪ None

13 *Deliverables:*

- 14 ▪ *FAA Administrative Record database (electronic)*

15 **TASK 11. PROJECT MANAGEMENT AND ADMINISTRATION**

16 **Task 11.1. PROJECT MANAGEMENT**

17 This task involves the contractual, costing, administrative and managerial activities necessary to implement
 18 and oversee the project. It includes the development of draft and final modifications of scopes of work and
 19 cost estimates, preparation and processing of contract documents, the routine coordination and management
 20 of the project, preparation of monthly project progress reports, meeting minutes preparation, coordination,
 21 project management plan preparation and updates, project schedule preparation and management, and
 22 project closeout procedures.

23 AECOM shall submit monthly written progress reports. The progress reports shall describe the present
 24 status of each aspect of the work, any problems encountered, the amount of work accomplished, and a
 25 comparison of actual accomplishments to the goals established for the period. AECOM will participate in
 26 periodic telephonic meetings throughout the duration of the project.

27 *Assumptions/Exceptions:*

- 28 ▪ None

29 *Deliverables:*

- 30 ▪ *Monthly Progress Reports (electronic)*
 31 ▪ *Project Schedule Updates (electronic, as needed)*





Patel, Greene &
Associates, LLC

12570 Telecom Drive, Temple Terrace, FL 33637
813.978.3100 | patelgreene.com

March 6, 2024

Howard R. Klein
Associate Vice President, Aviation
AECOM
7650 W. Courtney Campbell Causeway
Tampa, FL 33607
howard.klein@aecom.com

**Subject: Proposal for Ecological Support and Traffic Design Services
Environmental Assessment for Concourse A Expansion
Sarasota Bradenton International Airport
6000 Airport Circle, Sarasota, Florida
Sarasota County**

Dear Mr. Klein,

The purpose of this proposal is to describe the work and responsibilities of Patel, Greene & Associates, LLC (PGA) for proposed ecological support and traffic design services requested for the project referenced above. Sarasota Manatee Airport Authority (SMAA, or Sponsor) intends to expand existing Concourse A at Sarasota Bradenton International Airport (Airport) to improve passenger service. A terminal parking garage is also proposed to accommodate increased passenger demand. The Federal Aviation Administration (FAA) has determined that an Environmental Assessment (EA) is required in accordance with the National Environmental Policy Act (NEPA) and FAA Order 5050.4B, NEPA Implementing Instructions for Airport Actions, and Order 1050.1F, Environmental Impacts, Policies and Procedures. The EA process evaluates potential impacts of proposed actions at FAA-funded or obligated facilities (e.g., public use airports) on the human and natural environment.

The approximate project study area boundaries for this proposal are shown as colored polygons on *Figure 1: Concourse A and New Parking Garage* attached to this proposal. It is PGA's understanding that AECOM will develop the final limits of the project study area with approval from the FAA.

PGA has prepared this scope and fee to support AECOM's development of the EA by completing the tasks outlined below.

1.0 Research/Coordination

PGA will research existing permits, habitats, vegetative communities, traffic patterns, and other previously documented information/constraints at the airport. PGA will prepare figures and supporting documentation needed to assess existing conditions in the project study area. AECOM will provide the project design, alignment, and/or proposed alternative concept files to be used as the limits of the project area prior to the field visit. This task also includes time for coordinating access to the proposed areas of disturbance at the airport.

2.0 Ecological Support

(a) Site Assessment

PGA will visit the project study area to assess existing land uses and vegetative communities. The site visit will be used to inventory and assess biological communities, including wetlands, and to document wildlife observations within the project study

area. Site access will be coordinated through AECOM prior to PGA scientists entering the airport property. This task is expected to take up to two days in the field for two PGA staff members.

(b) Determine Potential Impacts to Biological Communities

PGA will develop a list of dominant habitat types and animal species that have been documented or have the potential to occur in the project study area. Potential impacts from construction of the project and/or retained alternatives to biological communities and protected wildlife will be quantified. The information in this task will be used to evaluate effect determinations of the project and retained alternatives on state and federally protected plants and animals, migratory birds, and their habitats.

(c) Environmental Technical Memorandum

If no listed plants or animal species are anticipated to be adversely affected by the project, PGA will develop written text, graphics, and other supporting documentation necessary for development of an Environmental Technical Memorandum that summarizes the results of the site assessment, evaluation of biological communities, and proposed effect determinations for FAA use. This task includes the development of one Draft Memorandum for AECOM review and comment, one Draft Final Memorandum for FAA, and one Final Memorandum for FAA.

3.0 Traffic Design Support

PGA will analyze the traffic impacts associated with the construction and operation of the proposed project and retained alternatives. Up to six (6) intersections within the vicinity of the airport will be analyzed for Level of Service (LOS) using FDOT traffic projection forecasting tools, such as historical growth patterns and travel demand models. The intersections will be modeled in Synchro for the three following scenarios: existing year, no-build, and build year. Traffic count data will be provided by AECOM, including model calibration data. Field reviews will be completed to validate traffic trends noted from the data.

The deliverable for this task will be a Technical Memorandum for Traffic Analysis and will not constitute a formal traffic study. This task will include one Draft Technical Memorandum for AECOM's review and comment, and a Final Technical Memorandum for inclusion in the EA.

4.0 Biological Assessment (Optional Task)

If any listed species have the potential to be adversely affected by the Proposed Project based on the outcome of Task 2.0(b), a Biological Assessment (BA) will be prepared and shall include:

- A description of the proposed action,
- A description of the specific area that may be affected by the action (i.e., project area and potentially areas adjacent to the project area),
- A description of the listed species and/or critical habitat that may be affected by the action,
- A description of the manner in which the action may affect any listed species and/or critical habitat,
- An analysis of any cumulative effects on the listed species,
- Relevant reports/information, including information collected during field reviews of the action area, and
- Potential conservation measures which may be undertaken to ensure the continued existence of listed species which may be affected by the action.

This optional task includes one Draft BA for AECOM review and comment, one Draft Final BA for FAA, and one Final BA for FAA. This task will only be completed after receiving written approval from AECOM.

Assumptions:

The tasks and costs detailed in this proposal include evaluation of a recommended alternative and another retained alternative, for a total of two build alternatives. Any additional alternative evaluations will require a fee adjustment.

Exclusions:

The following items are not included in PGA's scope of work, but can be provided for an additional fee:

- a) The design of any roadway or intersection improvements;
- b) The development or submittal of permit application(s);
- c) Delineation of wetland and surface water boundaries;
- d) Species specific surveys, such as gopher tortoise or acoustic bat surveys;
- e) Seasonal assessments of the project area for specific flowering plant species or seasonal animal species, nor does it include such sampling methods as field traps, drift nets, etc. for the collection of mammals, birds, reptiles, amphibians, or invertebrates;
- f) Formal consultation or associated support services for the USFWS or FWC;
- g) Separate/technical studies requested by commenting agencies that are not already included in this Scope;
- h) Attendance at any public meetings.

PGA proposes a lump sum price of **\$41,196.00** to complete the services listed in Tasks 1.0 to 3.0 above. If Task 4.0 is required, a Biological Assessment will be drafted instead of the Environmental Technical Memorandum detailed in Task 3.0. With the Optional Task, the proposed lump sum price is **\$51,300.00**. PGA will not complete any work in addition to the services listed in this proposal without providing a cost estimate and receiving approval from the client to complete the additional services.

PGA will submit monthly invoices associated with the services in this contract. The invoices shall be paid in full by check to the address on the invoice letterhead, or by ACH payment. Payment of each invoice shall be due within 30 days of the invoice dates. Please note PGA does not accept payment by credit card.

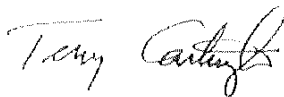
Thank you for the opportunity to provide these services. Please indicate your acceptance of the terms and conditions provided in this letter by signing below and returning this document to our office. The signed document will be considered as our contract of employment, and we will proceed with the approved services.

Accepted by: _____ Date: _____

Print Name: _____

Please let us know if you have any questions or require additional information. I can be reached at (813) 978-3100, extension 324, or by email at terry.cartwright@patelgreene.com.

Regards,



Terry Cartwright
Environmental Group Manager

cc: Project File

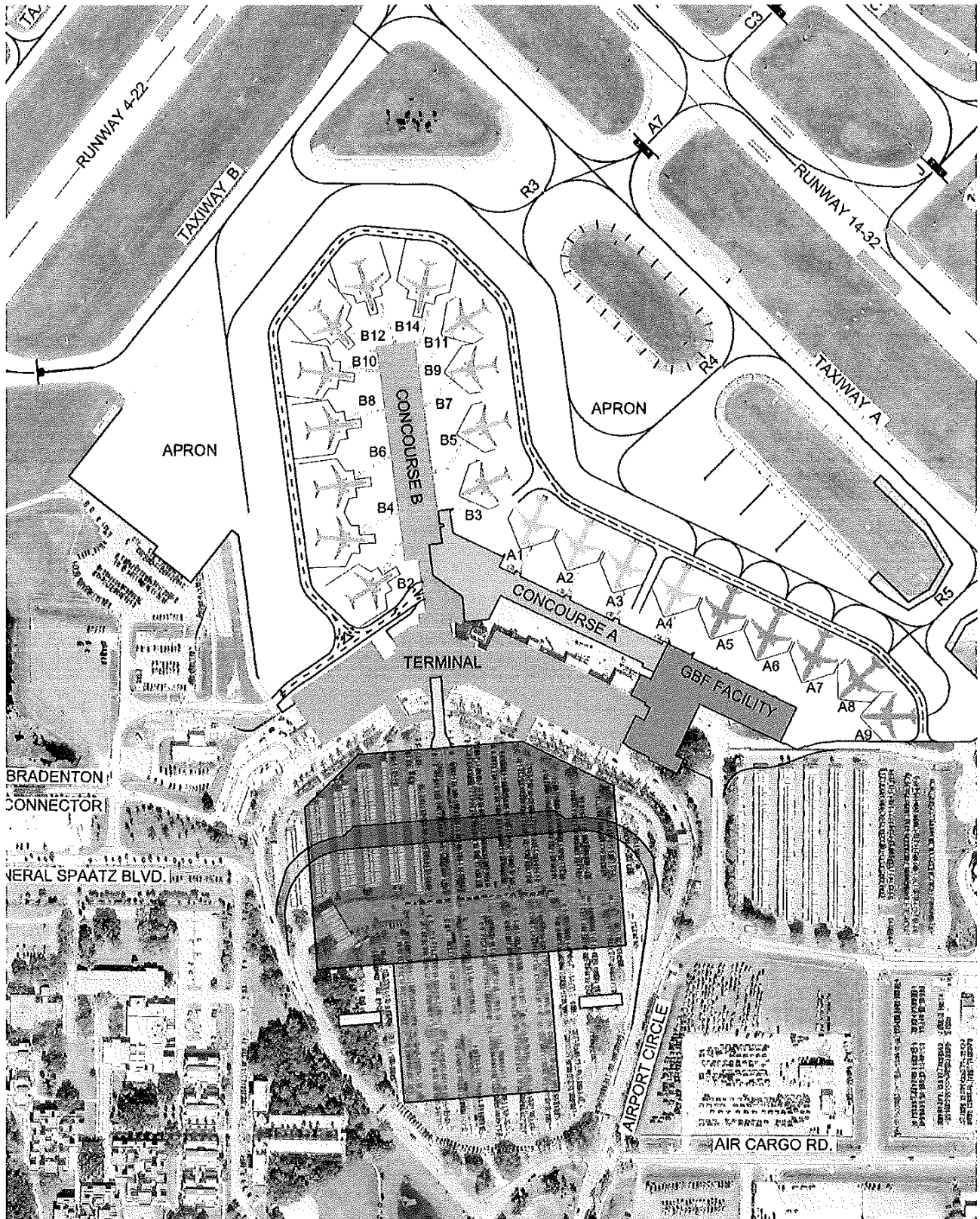


Figure 1. Concourse A and New Parking Garage

AGENDA ITEM NO. 5.4

SARASOTA MANATEE AIRPORT AUTHORITY
MARCH 25, 2024 MEETING
STAFF NARRATIVE

REQUEST FOR APPROVAL: PROFESSIONAL PLANNING SERVICES CONTRACT TO ASSIST IN
PREPARATION OF A MANATEE COUNTY GENERAL DEVELOPMENT PLAN

EXECUTIVE SUMMARY: The Board selected Kimley-Horn and Associates as the number one ranked firm at the November 2023 Board meeting to provide planning assistance for rescinding the Authority's Development of Regional Impact (DRI) (Ordinance No. 21-05) and amending its zoning approval (Ordinance No. PDMU-99-07(G)(R7) with Manatee County and replacing it with a Manatee County General Development Plan (GDP). The scope of services has been received and staff negotiated a fee. Staff requests approval of the scope with a fee of \$127,752.30.

NARRATIVE: The Sarasota Manatee Airport Authority (SMAA), henceforth referred to as "Authority", sought professional planning services to assist in rescinding the Authority's DRI (Ordinance No. 21-05) and amending its zoning approval (Ordinance No. PDMU-99-07(G)(R7) with Manatee County, and replacing it with a Manatee County GDP. Kimley-Horn and Associates was ranked number one at the November 2023 Board meeting, and staff negotiated the scope and fee. Williams Parker, along with staff, will be leading the effort for the Authority.

A detailed scope was prepared by Kimley-Horn and Associates and was submitted to staff for review. A fee was negotiated in the amount of \$127,752.30. This project is funded through Authority funds.

RECOMMENDATION: It is hereby recommended that the Sarasota Manatee Airport Authority authorize the Chairman to execute a planning contract with Kimley-Horn and Associates in the amount of \$127,752.30 with a 10% contingency providing an authorized level of \$140,528.00. Staff also request authorization to prepare all documents necessary to implement this action.

ATTACHMENTS: Contract, scope & fee

**CONTRACT FOR PROFESSIONAL SERVICES
TO ASSIST WITH PREPARATION OF A MANATEE COUNTY
GENERAL DEVELOPMENT PLAN**

**SARASOTA MANATEE AIRPORT AUTHORITY
AND
KIMLEY-HORN AND ASSOCIATES**

THIS CONTRACT is made and entered into this ____ day of _____, 2024 (the "Effective Date") by and between the Sarasota Manatee Airport Authority, an independent Special District of the State of Florida, (hereinafter referred to as the "Authority"), and (CONSULTANT NAME) (hereinafter, referred to as the "Consultant"), collectively hereinafter referred to as the "Parties".

WITNESSETH

The Parties hereto agree that the scope of professional services to be performed by the Consultant under this Contract (the "Scope of Services" or "Services"), the terms, covenants, and conditions of the Contract, the fees to be paid for such Services, and the time of performance of this Contract shall be as follows:

SCOPE OF SERVICES

Except as modified herein by this Contract, the Consultant shall provide all Services when authorized by the Authority as outlined in the attached Exhibit A, "Scope of Work".

GENERAL CONDITIONS

- A. Data Provided by Authority.
The Authority shall make available to the Consultant such appropriate data and information as is available to the Authority and under its control.
- B. Coordination.
Consultant shall provide and maintain continuous coordination with the Authority throughout the Term of this Contract to assure the accuracy and applicability of the Consultant's findings with respect to specific local site conditions and compatibility with the Authority's general policies and goals.
- C. Representatives.
To expedite the undertaking of Services performed under this Contract and to permit the coordination of materials, data and communications, the Authority hereby designates Kent D. Bontrager, AAE, PE, Senior Vice President of Engineering, Planning & Facilities as its representative, and the Consultant hereby designates Kelley Klepper, AICP, Vice President as its representative to whom all materials, data, and communications, shall be directed.
- D. Term of Contract.
This Contract shall commence on the date signed by the Authority and shall expire on March 31, 2025. Any extension of the Contract shall be at the sole discretion of the Authority.
- E. Compensation.
The Authority agrees to pay the Consultant an amount of one hundred twenty seven, seven hundred fifty-two dollars and thirty cents (\$127,752.30).

F. Method of Payment.

The Authority shall pay the Consultant for Services described in the attached Exhibit A Scope of Services, in accordance with statements to be submitted by the Consultant to the Authority. Such statements shall be submitted monthly and shall cover all Services performed during the preceding month. Payment of each invoice will be due within 25 days of receipt.

G. Books and Records.

During the Term of this Contract and for three years thereafter, the Consultant shall keep all information, materials, and data of every kind and character including without limitation records, books, papers, and documents in accordance with generally accepted accounting principles that may in the Authority's judgment pertain to any matters or obligations covered by the Contract. Such records shall also include, but not be limited to those records necessary to evaluate and verify direct and indirect costs (including overhead allocations). Such records shall include (hard copy, as well as computer readable data if it can be made available), written policies and procedures, time sheets, payroll registers, cancelled checks, original estimates, estimating work sheets, correspondence, change order file, back charge logs and supporting documentation, general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends to the extent necessary to adequately permit evaluation and verification of:

1. Consultants' compliance with Contract Requirements, and
2. Compliance with provisions for pricing change orders, invoices or claims submitted by the Consultant or any of its payees.

The Consultant shall require all payees (i.e., subconsultants/suppliers) to comply with the provisions of this article by insertion of the requirements in any Contract between the Consultant and the payee; such requirements to include flow-down right of the audit provision to all payees.

Audits and Inspections.

The Consultant's records shall be open to inspection and subject to audit and/or reproduction during normal business working hours. An Authority representative or outside representative engaged by the Authority may perform such audits or inspections throughout the term of this Contract and for a period of three years after final payment or longer if required by law.

The Consultant shall provide, at its sole cost and expense, the books of account and records requested by the Authority for audit within sixty (60) calendar days of receiving a written request. If the books of account and records are kept at locations other than the Airport, the Consultant shall make such records available and accessible at the Consultant's offices for the purpose of inspection, audit, and copying during normal business hours by the Authority, or any of its authorized representatives. There may be no limitation in the scope of the examination that would hinder the Authority or its authorized representative in testing the accuracy of the claims submitted.

An audit report will be issued by the Authority or its representative and made available to the Consultant. Consultant shall have thirty (30) calendar days to comment in writing on the audit report. Failure of Consultant to submit written comments shall constitute acceptance of the audit report as issued.

Any adjustments and/or payment which must be made because of any such audit or inspections of the Consultants' invoices and/or records shall be made within a reasonable

amount of time (not to exceed 90 days) from presentation of the Authority's findings to the Consultant.

If an audit inspection or examination in accordance with this article, discloses overpricing or overcharges (of any nature) by the Consultant to the Authority more than one-half of one percent (.5%) of the total Contract billings the reasonable actual cost of the Authority's audit shall be reimbursed to the Authority by the Consultant.

H. Public Records Law and Confidentiality.

Consultant acknowledges that all submittals provided with its proposal are subject to public disclosure and will not be afforded confidentiality. To the extent Consultant is performing services on behalf of the Authority, all proposal documents or other materials submitted by the Consultant will be open for inspection by any person and in accordance with Chapter 119, Public Records Law, and as amended, Florida Statutes. The Consultant shall agree to comply with public records laws, and shall, specifically:

1. Keep and maintain public records required by the Authority to perform the service.
2. Upon request from the Authority's custodian of public records, provide the Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Ch. 119, F.S. or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Consultant does not transfer the records to the Authority.
4. Upon completion of the Contract, transfer, at no cost, to the Authority all public records in possession of the Consultant or keep and maintain public records required by the Authority to perform the service. If the Consultant transfers all public records to the public agency upon completion of the Contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultants keeps and maintains public records upon completion of the Contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Authority, upon request from the Authority's custodian of public records, in a format that is compatible with the information technology systems of the Authority.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE AUTHORITY'S CUSTODIAN OF PUBLIC RECORDS AT 6000 AIRPORT CIRCLE, SARASOTA, FL 34243.

I. Early Termination.

This Contract may be terminated, in whole or in part, at any time upon not less than 24 hours' written notice, by the Authority if the Consultant is in material breach of any of the provisions of this Contract. In the event of such termination, (1) all finished and unfinished documents, data studies, surveys, drawings, maps, and reports prepared by the Consultant pursuant to this Contract shall become the property of the Authority and shall be delivered by the Consultant to the Authority and (2) the Consultant shall be entitled to receive just and equitable compensation for all work satisfactorily completed on such documents and other materials or labor, said compensation to be based on the time and expense records kept in

accordance with Paragraph H, provided that such compensation (together with all compensation previously paid under this Contract) shall not exceed the percentage of all work completed times the total compensation established by Paragraph E.

- J. General Liability, Property and Business Auto Insurance.
The Consultant shall obtain and maintain throughout the term of this Contract, comprehensive general liability, and property damage insurance in limits of not less than One Million Dollars (\$1,000,000). The Consultant shall furnish business automobile liability insurance in limits of not less than One Million Dollars (\$1,000,000), and proof of Workers Compensation or Employers' Liability Insurance as required by the Laws of the State of Florida, covering all persons employed by the Consultant in the performance of the duties described herein.
- K. Professional Liability Insurance.
The awarded firm(s) shall procure and maintain Professional Liability Insurance for the life of this Contract and continue thereafter for two (2) years after the expiration or earlier termination of this Contract as provided herein. This insurance shall provide coverage against such liability resulting from this Contract. The minimum limit of coverage shall be Five Million Dollars (\$5,000,000) with a deductible not to exceed One Hundred Thousand Dollars (\$100,000). The deductible shall be the responsibility of the Consultant.
- M. Certificate of Insurance.
Prior to the Effective Date, Consultant 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, Consultant 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, an independent special district of the State of Florida, its governing board members and its Officers, Employees, Agents, and Volunteers" c/o Sarasota Manatee Airport Authority, 6000 Airport Circle, Sarasota, Florida 34243.
- N. Waiver of Subrogation.
By entering this Contract, Consultant agrees to a Waiver of Subrogation for each policy required to be maintained or maintained by the Consultant pursuant to or in connection with this Contract. 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, Consultant 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 Consultant enter into such an agreement on a pre-loss basis.
- O. Assignment and Subcontracting.
The Consultant shall not assign any interest in this Contract and shall not transfer any interest in this Contract or subcontract any portion of the Scope of Services except as provided in Exhibit A hereto, without the prior written consent of the Authority.
- P. Conflict of Interest.
The Consultant covenants that he/she presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Scope of Services under this Contract. No person having such an interest

shall be employed by the Consultant.

Q. Rules, Regulations and Title VI Assurance

During the performance of this Contract, the Consultant agrees that throughout the Term and any extension thereof, Consultant shall always remain in compliance with all applicable published 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 as required to provide the Scope of Services, including but not limited to the following:

1. To comply with the requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21 Nondiscrimination in Federally-assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, as may be amended from time to time, which are herein incorporated by reference and made part of this Contract.
2. The Consultant shall not discriminate on the grounds of race, color, gender, national origin, religion, ancestry, age, familial status, marital status, or disability, in the selection and retention of employees and subconsultants, including procurement of materials and lease of equipment. The Consultant shall not participate either directly or indirectly in discrimination prohibited by Title 49, Section 21.5 of the Federal Regulations.
3. In all solicitations either by competitive bidding or negotiation made by the Consultant in connection with the Services to be performed under a subcontract, each potential subconsultant or supplier shall be notified by the Consultant of the Consultant's obligations under this Contract and the regulations prohibiting discrimination on the grounds of race, color, or national origin.
4. In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Contract, the Authority shall impose such sanctions as it or the appropriate federal agency may determine to be appropriate, including but not limited to:
 - a. Withholding of payments to the Consultant under this Contract until the Consultant complies.
 - b. Cancellation, termination, or suspension of this Contract, in whole or in part.
5. To include the provisions of paragraph L.1 through L.4 above in every subcontract, including Contracts for the procurement of materials and lease of equipment.

R. Licenses and Permits.

Consultant agrees that it shall, at its sole cost and expense, obtain, comply with, and maintain current all permits, licenses and other governmental authorizations required to provide the Scope of Services. The Consultant shall furnish a copy of its licensure and the permit to the Authority evidencing the existence of such permit.

S. Badging, Safety and Security.

Consultant's officers, invitees, employees, suppliers, and agents must abide by all applicable security regulations of the Authority and the Transportation Security Administration (TSA).

Any of the Consultant's officers, invitees, employees, suppliers, and agents who require unescorted access to any areas of the Airport where access is controlled for security reasons must make an application for, and wear, Airport security badges. Those

individuals must submit personal data for a Security Threat Assessment conducted by the FBI as required by Part 1542 of Federal Transportation Regulations and attend a security training session conducted by the Authority's Operations Department.

At the time the application is made, the Consultant is responsible for payment of the then current fee for fingerprinting and the fee for issuance of an initial security badge for any persons to whom this provision applies. The current fees are \$10 per badge and \$29 per threat assessment. Any badge not returned upon completion of the work contemplated by this solicitation is subject to a \$50 fee.

Any of Consultant's officers or employees who will be required to drive inside secured Airport areas must attend and successfully pass an airport approved driver training program. No vehicle shall be driven at the Airport without the driver possessing a valid State issued operator's license. No vehicle shall be driven at the Airport without proper identification (company logo or airport decal), proper safety marking (amber beacon or orange checkered flag) and proper insurance coverage. All drivers must comply with Section 3 of the Sarasota Bradenton International Airport Operating Rules & Regulations handbook.

No person who is authorized to drive inside secured Airport areas shall enter, cross or be present on any runway or taxiway pavement or safety areas without an approved airport escort. Any violation of this clause is subject to immediate suspension of the offender's airport access and a fine of up to \$10,000.

Details and form are available on the Airport's website at www.srq-airport.com, then "Airport Business", then "Badging".

MISCELLANEOUS PROVISIONS

A. Notices.

Any notice hereunder shall be deemed sufficiently given by one party to the other if in writing and when delivered or tendered either in person, or by telegram or telex, or by the deposit of it in the United States mail, registered or certified, postage prepaid, addressed to the party to whom such notice is being given at such party's address provided below:

To the Authority: Kent D. Bontrager, AAE, PE
SVP., Engineering, Planning & Facilities
Sarasota Manatee Airport Authority
6000 Airport Circle, Third Floor
Sarasota, FL 34243

To the Consultant: Kelley Klepper, AICP
Vice President
Kimley-Horn and Associates
1800 2nd Street, Suite 900
Sarasota, FL 34236

Any notice not given as above shall, if it is in writing, be deemed given if received by the party to whom it is required or permitted to be given.

B. Governing Law.

This Contract shall be governed by and construed in accordance with Florida law. Venue for any action brought pursuant to this Contract shall be in the Twelfth Judicial Circuit Court, Sarasota County, Florida.

- C. Captions.
The captions to the sections, subsections, and paragraphs in this Contract are inserted for convenience only and shall not affect the construction or interpretation of this Contract.
- D. Counterparts and Duplicates.
This Contract and all amendments hereto may be executed in several counterparts and each counterpart shall constitute a duplicate original of the same instrument.
- E. Entire Contract.
This Contract, together with the attachments hereto, constitutes the entire Contract between the parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous Contracts and understandings of the parties in connection herewith. No supplement, modification, or amendment of this Contract or discharge of any of the obligations hereunder, shall be binding unless executed in writing by the parties hereto.
- F. Severability.
Any provision hereof prohibited by or unlawful or unenforceable under any applicable law shall be ineffective without affecting any other provision of this Contract. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived to the end that this Contract shall be deemed to be a valid and binding agreement in accordance with its terms.
- G. Attorney's Fees.
In the event of any action to enforce or construe the provisions of this Contract, the prevailing party in such action (including in any bankruptcy proceeding) shall be awarded costs and reasonable attorney's fees in the defense or prosecution thereof as part of the judgment eventuating in such action.
- H. Immigration Reform and Control Act.
Consultant acknowledges, and without exception or stipulation, Consultant shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the Consultant to comply with the laws referenced herein shall constitute a breach of the Contract and the Authority shall have the discretion to unilaterally terminate said Contract immediately.
- I. Third Parties.
Nothing in this Contract, whether express or implied, is intended to confer any rights or remedies under or by reason of this Contract on any persons other than the parties to it and their respective successors and permitted assigns, nor is anything in this Contract intended to relieve or discharge the obligation or liability of any third persons to any party to this Contract, nor shall any provision give any third person any right of subrogation or action over or against any party to this Contract.
- J. Waiver and Remedies.
The rights and remedies set forth herein shall be cumulative and in addition to any other remedies which may be available at law or in equity. The exercise of any remedy by either party shall not be deemed an election of remedies. No waiver of any of the provisions of this Contract shall be deemed, or shall constitute, a waiver of any other provision hereof or right hereunder, nor shall such waiver constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the party making the waiver. Similarly, the failure of Authority to insist on a strict performance of any of the terms, covenants, and conditions of this Contract 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 Contract shall not be affected by any previous waiver or course of dealing.

K. Liability and Indemnification.

Authority hereby disclaims, and Consultant hereby release the Authority, its governing board members, officials, officers, 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 Consultant parties during the term of this Contract or any extension hereof for loss, damage or injury to the improvements or personal property of Consultant parties that might be located or stored on the premises. Furthermore, Consultant acknowledges and agrees that its reliance or use of any information provided by authority, whether prepared or provided by the Authority or otherwise, in determining whether to enter this Contract was at its sole risk. Under no circumstance shall the Authority be liable for special or exemplary damages or for loss of revenue or anticipated profits.

Consultant shall protect, defend, reimburse, indemnify and hold Authority and its governing board members, officials, 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 Consultant's or a Consultant Party's use or occupancy of the Premises or Airport by Consultant or a Consultant 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 Consultant, Consultant's or a Consultant Party's acts, omissions or operations at the Airport, or the performance, non-performance or purported performance of Consultant or any breach by Consultant or an Consultant Party of the terms of this Contract. The obligations arising under this Article shall survive the expiration or termination of this Contract.

L. Ownership of Work Product.

At the time of the completion of the work, the Consultant shall deliver to the Authority all results and proceeds of the Services performed under this Contract of any nature whatsoever and in whatever form (paper documents, electronic files, or otherwise) that are created, prepared, produced, authored, edited, or modified in the course of performing the Consultant's Services under this Contract, including, without limitation, all tracings, plans, specifications, maps, reports, schematics, renderings, drawings, elevations, sections, and designs (collectively, the "Works"). To the fullest extent under the law, the Consultant acknowledges and agrees that the Authority is and shall be the sole and exclusive owner of all right, title, and interest throughout the world in and to all Works, including all confidential, proprietary, intellectual property, and other rights therein. The Authority shall have the unrestricted right (but not any obligation), in its sole and absolute discretion, to use any Work, and no royalty or other consideration shall be due or owing to the Consultant or any individual or entity as a result of such activities; provided that any reuse of a Work other than for the specific purpose intended hereunder will be at Authority's sole risk and without liability or legal exposure to the Consultant or its subcontractors. Without limiting the generality of the foregoing, the Consultant specifically agrees that, to the extent permitted by law, each Work consisting of copyrightable subject matter is "work made for hire" as defined in the Copyright Act of 1976 (17 U.S.C. § 101), and such copyrights are therefore owned by the Authority. In the event that, for any reason,

all or any portion of any of the Works is not found to be owned by the Authority or otherwise does not constitute, or fails to be, a "work made for hire," the Consultant hereby irrevocably assigns to the Authority, without additional consideration, all right, title, and interest the Consultant may have or acquire in and to such Works throughout the world, including all intellectual property rights therein (including, for the avoidance of doubt, the right to sue, counterclaim, and recover for all past, present, and future infringement, misappropriation, or dilution thereof, and all rights corresponding to the foregoing throughout the world). To the extent any copyrights are assigned under this Section, the Consultant hereby irrevocably waives, to the extent permitted by applicable law, all claims it may now or hereafter have in any jurisdiction to all rights of paternity or attribution, integrity, disclosure, and withdrawal and any other rights that may be known as "moral rights" or *droit moral* in relation to all works of authorship to which the assigned copyrights apply. The Consultant will require each of its employees and contractors to execute written agreements containing obligations consistent with the provisions of this Section prior to such employee or contractor providing any Services under this Contract. Nothing contained in this Contract shall be construed to reduce or limit the Authority's right, title, or interest in any Work or any right therein to be less in any respect than the Authority would have had in the absence of this Contract.

M. Additional Assurances.

Each of the parties hereto shall, from time to time at the request of the other party, furnish to the other party such further information or assurances; execute and deliver such additional documents, instruments, and conveyances; and take such other actions and do such other things, in each case as may be reasonably necessary or desirable to carry out the provisions of this Contract and give effect to the transactions contemplated hereby. This provision will survive termination of this Contract.

N. Public Entity Crimes.

As provided in Section 287.132-133, Florida Statutes, by entering, into this Contract or performing any work in furtherance hereof, Consultant certifies that it, its affiliates, suppliers, subcontractors, and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Authority of Management Services within the thirty-six (36) months immediately preceding the effective date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

O. Scrutinized Companies.

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

P. Consent and Action.

Whenever this Contract calls for an approval, consent or authorization by the Authority or Authority, such approval, consent, or authorization shall be evidenced by the written approval of the CEO/President or his or her designee, as identified herein. In the event this Contract 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.

Q. Time of the Essence.

Time is of the essence of this Contract; and in case Consultant 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 Contract, Authority may declare Consultant to be in default of such Contract. Notwithstanding any other provision of this Agreement, the Consultant shall not have liability for or be deemed in breach because of delays caused by any factor outside of its reasonable control, including but not limited to natural disasters, adverse weather, or acts of the Authority, third parties, or governmental agencies.

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

Each person signing this Contract warrants that he or she is duly authorized to bind the respective party.

AUTHORITY

SARASOTA MANATEE AIRPORT AUTHORITY

By _____

Name _____

Title Chairman

Date _____

CONSULTANT

KIMLEY-HORN AND ASSOCIATES, INC.

By _____

Name _____

Title Principal

Date _____

WITNESSES AS TO AUTHORITY

By _____

Name _____

Title _____

Date _____

WITNESSES AS TO CONSULTANT

By _____

Name _____

Title _____

Date _____

SCOPE OF SERVICES
PROFESSIONAL SERVICES FOR

**PROFESSIONAL PLANNING SERVICES TO ASSIST IN
PREPARATION OF A MANATEE COUNTY GENERAL
DEVELOPMENT PLAN/MASTER DEVELOPMENT PLAN
FOR THE
SARASOTA BRADENTON INTERNATIONAL AIRPORT
(SRQ) (RFQ-03-2023-GDP)**

March 4, 2024

Design, Permitting, and Bidding Services

Project Description and Understanding

Sarasota Manatee Airport Authority (SMAA) has anticipated the recent and future growth for the Sarasota Bradenton International Airport and is seeking to rezone nearly 765.39 acres (Parcel A = 683.07 acres; Parcel B + 20.22 acres; Parcel C = 44.31 acres; and Parcel D = 17.79 acres) of airport property located in unincorporated Manatee County. This growth and continued recognition as an economic hub for direct and indirect aviation related industries, combined with the State’s initiatives and statutory changes to allow for the rescission of Development of Regional Impacts (DRI). We recognize that overlapping and redundant requirements can hamper local development initiatives and responding to tomorrow’s needs today will allow for the rescission of SRQ’s development of regional impact status and institute the proposed changes into the Manatee County General Development Plan for the airport. This process allows the airport to work directly at the local level. SMAA recently was approved for a similar “ask” through the City of Sarasota who was also party to the Airport’s DRI (this request was granted on November 6, 2023).

Effective April 9, 2018, the statutory provisions in Chapter 380, Florida Statutes, related to DRI were amended to eliminate the review process regarding changes to existing DRIs. Amendments to development orders for existing DRIs will now be considered by the local governments that issued the development orders, without state and regional review, pursuant to their local development review procedures.

The process envisioned by the Airport Authority and its legal counsel generally includes two key processes – the rescission of the current DRI and the amendment/update of the underlying Zoning and associated GDP (master development plan) including updates to the existing Development Order (DO).

Scope of Services:

Task 1 - Project Administration

The project administration activities are based on a 9-12-month period following Notice to Proceed by the SMAA assumed to be no later than April 1, 2024. The activities that will be undertaken include the following:

- A. Project Setup. Kimley-Horn shall establish project files, project work plan, and initiate an accounting system.
- B. Project Schedule. Kimley-Horn shall collaborate with the SMAA to develop a final schedule of calendar deadlines and will provide updates to the schedule through the life of the assignment.
- C. Progress Meetings and/or staff coordination meetings. Kimley-Horn shall meet with the SMAA to review the progress of work and to conduct project reviews and coordination. This is assumed to occur on a bi-weekly schedule unless otherwise requested by the SMAA. It is understood, additional coordination and or project updates may be requested by the SMAA and or coordination and project updates with representatives of Manatee County. Kimley-Horn proposes an alternating schedule of in-person and virtual (Teams) unless otherwise requested by SMAA.
- D. Milestone Meetings: Milestone Meetings are assumed to include but not be limited to:
 - a. Initial Kick-Off
 - b. Development Strategy update including post DRC / Pre Submittal (assumed within two weeks of NTP)
 - c. Post Submittal/Sufficiency Review (assumed within 1 week post receipt of comments x 2 meetings)
 - d. Public Hearings (Pre Planning Commission/ Pre BOCC Hearings) (assumed no less than 2 weeks prior to each respective Public Hearing)

Task 2 – Application Preparation

- A. DRC: This task will commence immediately upon issuance of the NTP. SMAA has previously scheduled and attended a Development Review Committee (DRC) meeting with Manatee County. Kimley-Horn recommends scheduling a follow up DRC upon initiation of certain tasks and analysis as a means to confirm approach by the respective team members, and also to provide an update to the County staff on the Project. Items for further County discussion and consideration include the comment for drainage facilities within 1-mile of the project due to increased field verification and potential cost(s) to the project. Also included in this discussion would be the use of the SMAA Wildlife Assessment and related hazard plans and similar plans and reports previously prepared for SMAA.
- B. Community Workshop: Kimley-Horn will support the SMAA and its legal counsel in the preparation for and attendance at one (1) community/neighborhood workshop. Kimley-Horn will assist the SMAA legal counsel in the preparation and distribution of the legal ad and mailed notices. Kimley-Horn will coordinate with Manatee County, upon request by SMAA legal counsel, to obtain a list of property owners to be notified of the workshop using publicly accessible information (Property Appraiser or similar). Kimley-Horn will prepare a PowerPoint presentation as part of the this task.
- C. Applications: Kimley-Horn will prepare applications and supporting narrative specific to the Development of Regional Impact (DRI) Recission, Large Projects, Zoning Atlas Amendment (may also be referred to as a rezoning); this is also understood to include revisions to the previously

approved PD-MU and analysis as required by the Manatee County Forms, including but not limited to Forms B10 and B8.2. Kimley-Horn has received copies of the SMAA's previous DRC meeting with Manatee County and will prepare a summary response narrative to those comments in addition to the following items. Kimley-Horn will provide land use/enticement assistance, environmental/resource assessment narrative, transportation analysis, and limited engineering support services.

It is understood the limited engineering support services will be restricted to the analysis necessary to support the applications (utility locations, available capacity(s), locations of public facilities, location of existing land / floodplain features); no detailed engineering is assumed as part of this contract including but not limited to; utility modeling, floodplain analysis and modifications, stormwater analysis, grading/cut-fill analysis, or similar (see also sub-task F below). Narratives, maps/graphics and similar are understood to utilize previously prepared for other SMAA projects. It is understood Certificate of Level of Service (CLOS) and similar are not proposed and or requested as part of this application. It is assumed that due to the nature of the project, no analysis or response for Education and or Recreation and Open Space is required. Kimley-Horn will prepare a listing of consistency with the Comprehensive Plan goals, objectives and policies, as applicable. It is understood that as part of this Task, policies of the Comprehensive Plan and Code will be identified including how the project complies with and or is consistent with the adopted policies and codes. The narrative is understood to include responses to Section 342 of the County Land Development Code, 402.6, 402.10 – 13 (as applicable) and section 900.6. Kimley-Horn will assist the SMAA legal counsel to prepare a strikethrough and underline version of the previously approved development orders as identified in Task 5 below.

- D. Maps: Kimley-Horn will prepare the Maps as required by the respective Application Forms
- Vicinity map
 - Surrounding street network
 - Existing land use, zoning and future land use designations
 - Floodplains, floodways and flood zones
 - Hurricane storm surge categories
 - Topography map (subject to confirmation of existing topographic information in possession of SMAA and or its other Consultants).
- Note: the subject property boundary sketch is understood to be provided by the SMAA through its Survey Consultant, Hyatt Surveying and Kimley-Horn will coordinate directly with Hyatt Surveying on matters of the sketch and legal description and survey related matters.
- E. GDP: Kimley-Horn will prepare a General Development Plan (GDP) consistent with Form B2.1. This includes a list of proposed uses which are assumed to be consistent with the SMAA Master Plan and long-term development strategy. The GDP is understood to provide generalized layout of blocks, roadways, buffers (location and type; no formal design), environmental / habitat areas and required notes.
- F. Preliminary Engineering Assistance: Based on review of the DRC comments, it is understood certain preliminary engineering components will be required but be provided in narrative format

only and not require formal engineering design and or modeling. This includes items such as the Sediment & Erosion Control Plan, as well as the following items:

- Water Supply

Using the proposed development plan, Kimley-Horn will work with the SMAA to develop estimated potable and non-potable water demands for each phase of development. Kimley-Horn will determine the availability of the existing water source to meet the needs of the development, including potable, non-potable (irrigation), and fire protection demands. Kimley-Horn will work with the utility provider to obtain a letter indicating the existence of available capacity for the project. The letter and narrative will be included in the application. Additional efforts to investigate existing on-site wells will be considered Additional Services.

- Wastewater Management

Using the proposed development plan prepared previously, Kimley-Horn will develop projections for wastewater generation for the development. Kimley-Horn will work with utility providers to obtain a letter indicating the existence of available capacity for the project. The letter and narrative response will be included in the application. This task does not include analysis or modeling of the current County wastewater system. If modeling is required, efforts will be considered as Additional Services.

- Solid Waste/Hazardous Waste/ Medical Waste

Using applicable standards per Manatee County and adopted Level of Service (LOS), Kimley-Horn will estimate the solid waste generation for the proposed uses/per phase. The narrative will also include recycling measures appropriate to the project. A service letter will be requested and included in the application.

- G. It is assumed existing survey information including legal descriptions, sketches or similar will be made available from SMAA in support of these tasks. If additional survey work and or assistance is required, the Consultant will provide a specific additional scope of services fore approval.

Task 3 – Environmental Support (provided by Kimley-Horn and Associates and EG Solutions)

A. Consultant will provide the following via EG Solutions

- Environmental Planning Stipulations – Assist with a brief narrative and/or supporting information on how the surface water management system has design features to minimize wildlife attraction for consistency with FAA Advisory Circular (AC) 150/5200-33C.
- Topographic Map – Prepare a topographic map at 1 foot contour interval for areas within 500 feet of project boundaries. Source data will include existing topographic surveys furnished by SMAA and will be supplemented with publicly available mapping data.
- Master Development Plan – Assist in preparation of a Master Development Plan for the site. EGS will furnish a map identifying the general areas of stormwater management (ponds, canals) within the project boundaries and provide acreage of these facilities.
- Existing Drainage Map – Provide a drainage map based on the airport Master Drainage Plan (MDP) identifying (as applicable) existing basin boundaries, drainage flow directions, drainage easements, discharge points, canals, waterbodies, drainage structures and other pertinent information. This map will be limited to the contiguous airport property (Parcel "A") and can be

provided for GDP Outparcels "B", "C", and "D" to the extent that information required to prepare the drawings.. This does not include identification or furnishing information within 1 mile downstream of the site. Wetland information is limited to those portions of the airport that were included in the MDP or are made available.

- Provide an estimate of post-development annual surface water pollutant loading rates for the site based on projected land uses and compare with pre-development loading rates. This information will be partially based on information included in the airport MDP (Permit No. 43009458.045/Application ID 788618).
 - Provide water surface elevations inside the water management system for the 25-year storm.
 - Prepare a map identifying a general overview of existing drainage conditions, including any potential flooding and/or erosion problem. This will be based primarily on information included in the airport MDP and through consultation with airport staff.
 - Provide a narrative for incorporation into the narrative submittal to Manatee County describing stormwater management for the development. This will include discussions on specific requirements for airport stormwater based on water quality, quantity, and wildlife hazard attraction that differ from Manatee County code but have been previously approved.
- B. Consultant will prepare an environmental narrative technical memorandum for submittal to Manatee County. The purpose of the environmental narrative is to describe existing conditions within the project site and to identify potential wetlands and surface waters and upland habitats (including potential sensitive habitats) in conjunction with those items provided in A above.. It is assumed that Consultant will be able to rely upon previous wetland and habitat information including listed species prepared for other SMAA projects. The environmental narrative will consist of a desktop database review, coordination with SMAA and other team members, up to two (2) on-site field visits. In preparing this narrative, Consultant will conduct the following tasks:
- Review readily available natural resource documentation, previous environmental studies (provided by SMAA, if available), existing permits (if available) and protected species information;
 - Request and review information from the US Fish and Wildlife Service (USFWS), Florida Natural Areas Inventory (FNAI) and the Florida Fish and Wildlife Conservation Commission (FWC) regarding known occurrences of protected species on and near the project site;
 - Request and review information from the State Historic Preservation Officer (SHPO) regarding historic and archaeological resources. This scope does not include any Cultural Resource Assessment Surveys (CRAS).
 - The following maps will be prepared. It is understood other team members have previously prepared certain maps and graphics which would be used as the basis for the proposed map series.
 - Land cover map classifying the habitats on-site based on the Florida Land Use, Cover, and Forms Classification System (FLUCFCS) and showing approximate acreage of each land cover. The acreage of upland and wetland habitats shown will be approximate based on aerial interpretation and field delineation conducted by Consultant in January 2020. Field flagging of wetland and surface water areas is not included in this scope of work.
 - Protected Species Map
 - Soils map,

- USGS Quad Map and
- Location map.

Evaluation of the limits of on-site wetlands and surface waters are for estimation purposes and are subject to verification by the applicable regulatory agencies for areas not already designated. This scope is a due diligence level review and does not include detailed species surveys and or detailed wetland boundary identification and delineation. This scope does not include wetland permitting or protected species permitting, if required.

Task 4 – Transportation Analysis (provided by Trickin Traffic, LLC)

Transportation Methodology Agreement – it is understood the Transportation Consultant will coordinate with SMAA a traffic methodology and also provide the following services in support of this Task. Based on initial considerations with County staff, it is understood a detailed transportation master plan is not proposed or supported at this time and that traffic concurrency for individual projects is proposed to be deferred as part of this project. If Manatee County requires a more broad based study that exceeds the limits of this Task, the Consultant will provide SMAA with an additional service..

- A. To support the approval of the DRI Abandonment and Manatee County land-use applications for the Sarasota Bradenton International Airport. The anticipated traffic engineer services that may be required by Manatee County are listed below may be applicable:
- New Trip Generation Analysis
 - New Trip Equivalency Tables
 - Comparison of DRI Trip Generation Estimates against new/current development plans by parcel
 - New/Additional Traffic Data Collection/Counts
 - Basic Roadway Level of Services Analyses
 - Intersection Capacity Analyses
 - Turn Lane Warrants
 - Turn Lane Length / Queuing Analyses

The anticipated land-use applications are:

- Rescission of DRI development order (Ordinance No. 21-05) for all SMAA-owned lands within Manatee County.
- Amendment of zoning approval (Ordinance No. PDMU-99-07(G)(R7) with Manatee County and replacing it with either a Manatee County General Development Plan (GDP) or Master Development Plan (MDP).

Task 5 – Sumbittal and Sufficiency Review and Completeness

- A. Upon completion of the application Consultant will submit the application and supporting materials to Manatee County through the County's online portal.
- B. Consultant will respond to up to two (2) requests for additional information as may be requested as part of the review process by Manatee County. It is assumed Kimley-Horn will provide up to 50 hours of assistance as part of this Task. Application materials including responses will be submitted

through the County's online application portal as required by Manatee County. Kimley-Horn will monitor comments received through the online portal and provide a summary list of comments to the SMAA for review and consideration, including recommendations for addressing comments.

- C. Upon deemed complete by Manatee County, Kimley-Horn will coordinate with the SMAA legal counsel in assisting with the development of the development order and staff report including coordination with County Attorney's Office on form and format of the ordinances. It is assumed Kimley-Horn will provide up to 20 hours of assistance as part of this Task

Task 6 – Hearings and Presentations

- A. Kimley-Horn will prepare a PowerPoint presentation utilizing information prepared in previous tasks, in support of the public hearings and presentations.
- One (1) Manatee County Planning Commission Public Hearing.
 - Up to two (2) Manatee County Board of County Commissioner Public Hearings.

Schedule:

Kimley-Horn shall begin services upon receipt of an executed Work Authorization.

Additional Services

Any services not specifically provided for in the above scope of services will be considered additional services and can be performed upon written request/authorization by the SMAA. Kimley-Horn will prepare an amendment to this Scope of Services including fees to provide the requested services. Services that can be provided include but are not limited to:

- Neighborhood / Community Workshop(s) beyond the workshop previously identified.
- Traffic signalization study or design.
- Project logos, graphic design and marketing packaging.
- Southwest Florida Water Management District permit preparation.
- Graphics, illustratives/concept plans
- Floodplain modeling
- Stormwater modeling/basin modeling
- Utility analysis and design

Professional Consultant's Compensation:

Kimley-Horn will provide the services in the Tasks for the Fee Type and Fee noted in the table below (LS – Lump Sum; Hourly NTE – Hourly Not To Exceed). In addition to the lump sum labor fee, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Reimbursable expenses will be invoiced based upon expenses incurred. All permitting,

application, public noticing, and similar project fees will be paid directly by the Owner/SMAA. Rates of Services are understood to be consistent with rates established, by classification, by the Master Agreement..

TASK	DESCRIPTION	FEE	FEE TYPE
1.0	PROJECT ADMINISTRATION	\$	LS
2.0	APPLICATION PREPARATION	\$	LS
3.0	ENVIRONMENTAL SUPPORT	\$	LS
4.0	TRANSPORTATION ANALYSIS	\$	LS
5.0	SUBMITTAL AND SUFFICIENCY REVIEW AND COMPLETENESS	\$	HOURLY NTE
6.0	HEARINGS AND PRESENTATIONS	\$	LS

Team

The professional services will include general items of work with the following breakdown of services between design team members.

Kimley-Horn and Associates:

Lead design consultant and coordinating all efforts of the team
 Land Use Planning/Entitlements
 General Development Plan (GDP) Preparation
 Review and update of native habitat including listed species (if applicable); also includes coordination with State Department of Historic Resources

EG Solutions, Inc.:

Stormwater and Drainage (narratives, including existing drainage maps), floodplain identification, assistance with utilities identification and generation rates.

Truckiin Traffic, LLC

Limited transportation analysis

Hvatt Survey

Topographic field survey in design (if required)

**FEE SUMMARY -
PROFESSIONAL PLANNING SERVICES TO ASSIST IN
PREPARATION OF A MANATEE COUNTY GENERAL
DEVELOPMENT PLAN/MASTER DEVELOPMENT PLAN
FOR THE
SARASOTA BRADENTON INTERNATIONAL AIRPORT
(SRQ) (RFQ-03-2023-GDP)**

Project Fee Proposal - Kimley-Horn Team- Summary Sheet								
Professional Planning Services to Assist in Preparation of a Manatee County General Development Plan/Master Development Plan for the Sarasota Bradenton International Airport (RFQ-03-2023-GDP)								
Sarasota Bradenton International Airport (SRQ)								
3/12/2024								
Basic Design Services -		TASK 1	TASK 2	TASK 3	TASK 4	TASK 5	TASK 6	TOTAL
Kimley-Horn and Associates		\$ 10,698.00	\$ 29,126.00	\$ -		\$ 14,605.00	\$ 8,910.00	\$ 63,339.00
EG Solutions			\$ -					
Truckin Traffic								
	Sub Total	\$ 10,698.00	\$ 29,126.00	\$ -	\$ -	\$ 14,605.00	\$ 8,910.00	\$ 63,339.00
Reimbursible Expenses - Not To Exceed								
Kimley-Horn and Associates		\$ 735.66	\$ 123.80	\$ 584.16	\$ 77.72	\$ 123.80	\$ 32.16	\$ 1,677.30
	Sub Total	\$ 735.66	\$ 123.80	\$ 584.16	\$ 77.72	\$ 123.80	\$ 32.16	\$ 1,677.30
EG Solutions				\$ 47,726.00				\$ 47,726.00
Truckin Traffic					\$ 15,010.00			\$ 15,010.00
	Subtotal	\$ -	\$ -	\$ 47,726.00	\$ 15,010.00	\$ -	\$ -	\$ 62,736.00
	TOTAL	\$ 11,433.66	\$ 29,249.80	\$ 48,310.16	\$ 15,087.72	\$ 14,728.80	\$ 8,942.16	\$ 127,752.30

Projected DBE Utilization: 49.11%

TASK 1 -

Project Fee Proposal - Kimley-Horn Team								
Professional Planning Services to Assist in Preparation of a Manatee County General Development Plan/Master Development Plan for the Sarasota Bradenton International Airport (RFQ-03-2023-GDP)								
Sarasota Bradenton International Airport (SRQ)								
3/12/2024								
Scope/Task	Chief Engineer	Project Manager	Senior Planner	Professional Engineer/Planner	Planner	Designer	Secretary /Clerical	Total
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
Entitlement Assistance Services: Kimley-Horn and Associates								
<i>Task 1 - Project Administration</i>								
A. Project Setup		2		2			4	8
B. Progress Schedule		2						2
C. Progress Meetings	4	10		4	4		4	
D. Milestone Meetings (includes Development Strategy)	4	4	0		4			12
Subtotal Hours	\$ 8.00	\$ 18.00	\$ -	\$ 6.00	\$ 8.00	\$ -	\$ 8.00	22
Rate	\$ 299.00	\$ 299.00	\$ 195.00	\$ 174.00	\$ 145.00	\$ 115.00	\$ 90.00	
Total Burdened Labor	\$ 2,392.00	\$ 5,382.00	\$ -	\$ 1,044.00	\$ 1,160.00	\$ -	\$ 720.00	\$ 10,698.00

TASK 4

Project Fee Proposal - Kimley-Horn Team								
Professional Planning Services to Assist in Preparation of a Manatee County General Development Plan/Master Development Plan for the Sarasota Bradenton International Airport (RFO-03-2023-GDP)								
Sarasota Bradenton International Airport (SRO)								
3/12/2024								
Scope/Task	Chief Engineer			Professional Engineer/Planner		Technician	Secretary /Clerical	Total
	Hours			Hours		Hours	Hours	
Entitlement Assistance Services: Truckin Traffic LLC (hours may be adjusted across other team members providing the total fee is not exceeded)								
Task 4 - Transportation Analysis								
A. Transportation Methodology	4			4		0	2	10
Includes Items identified in 4.A								
	24			48			9	
Subtotal Hours	28.00			52.00		-	11.00	10
Rate	\$ 230.00			\$ 150.00		\$ 95.00	\$ 70.00	
Total Burdened Labor	\$ 6,440.00			\$ 7,800.00	\$ -	\$ -	\$ 770.00	\$ 15,010.00

TASK 5 -

Project Fee Proposal - Kimley-Horn Team								
Professional Planning Services to Assist in Preparation of a Manatee County General Development Plan/Master Development Plan for the Sarasota Bradenton International Airport (RFO-03-2023-GDP)								
Sarasota Bradenton International Airport (SRO)								
3/12/2024								
Scope/Task	Chief Engineer	Project Manager	Senior Planner	Professional Engineer/Planner	Planner	Designer	Secretary /Clerical	Total
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
Entitlement Assistance Services: Kimley-Horn and Associates								
<i>Task 5 - Submittal and Sufficiency Review Completeness</i>								
A. Submittal (online portal)		1			4		4	9
B. Sufficiency Review/RAI	8	12		16	14			50
C. Development Order Assistance		8					2	10
Subtotal Hours	8.00	21.00	-	16.00	18.00	-	6.00	69
Rate	\$ 299.00	\$ 299.00	\$ 195.00	\$ 174.00	\$ 145.00	\$ 115.00	\$ 90.00	
Total Burdened Labor	\$ 2,392.00	\$ 6,279.00	\$ -	\$ 2,784.00	\$ 2,610.00	\$ -	\$ 540.00	\$ 14,605.00

TASK 6 -

Project Fee Proposal - Kimley-Horn Team								
Professional Planning Services to Assist in Preparation of a Manatee County General Development Plan/Master Development Plan for the Sarasota Bradenton International Airport (RFQ-03-2023-GDP)								
Sarasota Bradenton International Airport (SRQ)								
3/12/2024								
Scope/Task	Chief Engineer	Project Manager	Senior Planner	Professional Engineer/Planner	Planner	Designer	Secretary /Clerical	Total
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
Entitlement Assistance Services: Kimley-Horn and Associates								
<i>Task 6 - Hearings and Presentations</i>								
A. Planning Commission (1 meeting)	4	4	0		8		2	18
B. Board of County Commissioners (up to 2 meetings)	4	8	0		6		8	26
Subtotal Hours	8.00	12.00	-	-	14.00	-	10.00	44
Rate	\$ 299.00	\$ 299.00	\$ 195.00	\$ 174.00	\$ 145.00	\$ 115.00	\$ 90.00	
Total Burdened Labor	\$ 2,392.00	\$ 3,588.00	\$ -	\$ -	\$ 2,030.00	\$ -	\$ 900.00	\$ 8,910.00

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March 25, 2024 Board Meeting - Items Needing Action

EXPENSES

DESIGN EXPENSES - Kimley-Horn						
	Mileage @ \$0.67 per Mile (6miles/round trip)	Hard Copy Prints (8.5x11) (\$0.12 per copy)	Hard Copy Plots (22x34) (\$6.50 per sheet)	Airfare N/A	Hotel N/A	Expenses Subtotal
Task 1 - Project Administration	\$ 735.66					\$ 735.66
Task 2 - Application Preparation	\$ 77.72	\$ 46.08		\$ -	\$ -	\$ 123.80
Task 3 - Environmental Support	\$ 233.16		\$ 351.00			\$ 584.16
Task 4 - Transportation Analysis	\$ 77.72			\$ -	\$ -	\$ 77.72
Task 5 - Submittal and Sufficiency Review Completeness	\$ 77.72	\$ 46.08				\$ 123.80
Task 6 - Hearings and Presentations	\$ 32.16					\$ 32.16
TOTAL KIMLEY-HORN EXPENSES						\$ 1,677.30

AGENDA ITEM NO. 5.5

SARASOTA MANATEE AIRPORT AUTHORITY
MARCH 25, 2024, MEETING
STAFF NARRATIVE

REQUEST FOR APPROVAL: AIRLINE SIGNATORY AMENDMENT

EXECUTIVE SUMMARY: Staff requests approval of an Amendment to the Signatory Airline Agreement first negotiated in 2014. The amendment will extend the agreement for ten (10) years and makes some minor changes to the agreement.

NARRATIVE: The Sarasota Manatee Airport Authority (SMAA) staff began negotiations with the airline Property Managers in October 2022 with the assistance of WJ Advisors LLC. After a series of meetings and document exchanges, a proposed amendment was distributed to all airlines serving SRQ for their review.

As has been discussed with the airlines, this amendment extends the term of the existing airline agreement for a ten (10) year period, which expires on September 30, 2024, while maintaining and making small enhancements to the business relationship between the airlines and SRQ (e.g., collapsing the apron cost center into the airfield). This will take the agreement through September 2034. It also establishes a minimum landing fee of \$0.50 for the first time in the airport's history.

Presently all six (6) existing Signatory Carriers have started the approval process to their senior management. Several non-signatory carriers have indicated they are considering the agreement as well.

To allow the expeditious execution of the amendments as they arrive from various airlines, staff is requesting Board approval of the amendment and authorizing the Chairman to execute the amendments as they are submitted by the airlines.

RECOMMENDATION: It is hereby recommended that the Sarasota Manatee Airport Authority Board approve the Sarasota Manatee Airport Authority Amendment to Scheduled Airline Operating Agreement and Terminal Building Lease and authorize the Chairman to execute the documents as they are returned by the individual airlines.

SARASOTA MANATEE AIRPORT AUTHORITY
AMENDMENT TO SCHEDULED AIRLINE
OPERATING AGREEMENT AND TERMINAL BUILDING LEASE

This AMENDMENT, is entered into this ____ day of _____, 2024, by and between the Sarasota Manatee Airport Authority, an Independent Special District, existing under and by virtue of the laws of the State of Florida, hereinafter referred to as "Authority," and _____, a corporation organized and existing under the laws of the State of _____ and authorized to do business in the State of Florida, hereinafter referred to as "Airline";

WITNESSETH:

WHEREAS, Authority and Airline entered into the SARASOTA MANATEE AIRPORT AUTHORITY SCHEDULED AIRLINE OPERATING AGREEMENT AND TERMINAL BUILDING LEASE, effective October 1, 2014, as amended (the "Agreement"), and

WHEREAS, Authority and Airline desire to further amend said Agreement as set forth herein.

NOW, THEREFORE, for and in consideration of the terms, covenants, and conditions set forth herein, and the other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Authority and Airline, intending to be legally bound, agree as follows:

I. ARTICLE 1 DEFINITIONS

- a. Section 1.01.7 "Airport Cost Centers" is deleted in its entirety and replaced with the following: Section 1.01.7 "Airport Cost Centers"

Shall mean the following cost centers, which are more fully described in Exhibit B, attached to this Agreement. Such cost centers shall be used for purposes of accounting for Airport System Revenue and Airport System Expense and for calculating and adjusting certain rentals and fees set forth in this Agreement.

a. "Airfield Area" shall mean those areas on the Airport that provide for the landing, takeoff, taxiing, parking, or other operations of aircraft, the runway approaches, runway protection zones, and runway object free areas, infield areas, navigational aids, and paved aircraft ramp areas adjacent to the Terminal Building that provides for the parking, loading, unloading, and servicing of aircraft.

b. "Terminal Building" shall mean the passenger terminal building serving the traveling public.

c. "Terminal Area" shall mean the access roads, parking areas, rental car and ground transportation buildings, facilities, installations, improvements, and operations serving the Terminal Building.

d. "Other Buildings and Areas" shall mean those portions of the Airport not included in the preceding Airport System Cost Centers, including the buildings, facilities, installations, and improvements thereon.

SARASOTA MANATEE AIRPORT AUTHORITY
AMENDMENT TO SCHEDULED AIRLINE
OPERATING AGREEMENT AND TERMINAL BUILDING LEASE

- b. The following is added to Article 1 Definitions:
Section 1.01.12 "Authority Indemnitee" shall have the meaning described in section 12.03.
 - c. Section 1.01.18 "Gates" is deleted in its entirety and replaced with the following:
Section 1.01.19 "Gates"
"Gates" shall mean aircraft parking positions at the Terminal Building together with passenger holdroom areas and, where applicable, passenger loading bridges, and shall also include preferential use of the podium and associated facilities and equipment for the Gate.
 - d. The following is added to Article 1 Definitions:
Section 1.01.20 "Gate Use Protocols" shall mean the operating protocols published by the Authority in its sole discretion regarding the administration of Gate use policies and procedures.
 - e. The following is added to Article 1 "Definitions"
Section 1.01.23 "Minimum Signatory Landing Fee Rate" shall mean \$0.50 per one thousand (1,000) pound units, at which each aircraft operated by Airline is certificated by the FAA to land at the Airport.
 - f. Section 1.01.27 is deleted in its entirety and replaced with the following:
Section 1.01.30 "Rules and Regulations" shall mean those reasonable and nondiscriminatory rules, regulations, and ordinances promulgated by Authority, including the Gate Use Protocols, as the same may be amended, modified, or supplemented from time to time to the extent that such rules, regulations, and ordinances are not inconsistent with the provisions of this Agreement.
- II. ARTICLE 2 USE OF AIRPORT AND FACILITIES
- a. Section 2.01.6 is deleted in its entirety and replaced with the following:
Section 2.01.6 The servicing by Airline of aircraft and other equipment operated by Airline or an agent of its choosing in the Airfield Area, by truck or otherwise, with aviation fuel, propellants, lubricants, or any other materials or supplies.
- III. ARTICLE 3 LEASED PREMISES
- a. Section 3.01.E Preferential Apron Area is deleted in its entirety.

SARASOTA MANATEE AIRPORT AUTHORITY
AMENDMENT TO SCHEDULED AIRLINE
OPERATING AGREEMENT AND TERMINAL BUILDING LEASE

IV. ARTICLE 4 TERM

- a. Section 4.01 Term is deleted in its entirety and replaced with the following:

Section 4.01 Term

The term of this Agreement shall commence on October 1, 2024 and shall terminate on September 30, 2034, subject to the earlier termination provisions of Article 13.

- b. Section 4.02 Effectiveness is deleted in its entirety and replaced with the following:

Section 4.02 Effectiveness

This Agreement shall be effective on October 1, 2024.

V. ARTICLE 5 RENTALS AND FEES

- a. Section 5.03 Preferential Apron Areas is deleted in its entirety.

- b. Section 5.05 Non-Preferential Gate Use Fee, the word "apron" is replaced with the defined term "Airfield Area".

- c. Section 5.07 Time and Place of Payments, the words "and Preferential Apron Area Rentals" are deleted.

VI. ARTICLE 6 RECALCULATION OF RENTALS AND FEES

- a. Section 6.05 Calculation of Preferential Apron Area Fee is deleted in its entirety.

- b. Section 6.06 Calculation of Signatory Airline Landing Fee Rate, is deleted in its entirety and replaced with the following:

Section 6.06. Calculation of Signatory Airline Landing Fee Rate

The Landing Fee rate shall be calculated and adjusted annually in the following manner.

- A. Each year Authority shall calculate total Airfield Area Costs for the succeeding Fiscal Year by totaling the following amounts, as set forth in the Annual Budget:

1. The total of the direct and indirect estimated Operation and Maintenance Expenses allocable to the Airfield Area.
2. An amount equal to the Annual Debt Serviceplus coverage, if any, allocable to the Airfield Area.
3. The amount of any required deposits to any reserve accounts allocable to the Airfield Area.

- B. To determine the Signatory Airline Airfield Area Requirement, Total Airfield Area Costs for the succeeding Fiscal Year shall be reduced by the sum of:

1. Landing fees paid by non-signatory airlines,
2. Fuel flowage fees paid by general aviation users of the Airfield Area,

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AMENDMENT TO SCHEDULED AIRLINE
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3. Any other rentals and fees paid by Airport users for the use of the Airfield Area, and
4. Up to fifty percent (50%) of the net revenue generated in the Terminal Area cost center, but in no event shall the resulting Signatory Landing Fee Rate in any year be less than the Minimum Signatory Landing Fee Rate. If the calculated Signatory Landing Fee Rate is less than the Minimum Signatory Landing Fee Rate, then the amount of net revenue generated in the Terminal Area cost center used to reduce the Signatory Airline Airfield Area Requirement will be reduced until the calculated rate is equal to the Minimum Signatory Landing Fee Rate, with any excess amount being deposited to the Authority General Purposes Account.

C. The Signatory Landing Fee Rate for the succeeding Fiscal Year shall be calculated by dividing the Signatory Airline Airfield Area Requirement by the Total Landed Weight of all Signatory Airlines at the Airport, as projected by Authority, for the succeeding Fiscal Year.

D. For the purposes of Section 6.06.B.3 above, the "net revenue of the Terminal Area" shall be the total revenue of the Terminal Area less allocable Operation & Maintenance Expenses, Debt Service, if any, and amounts required to replenish reserve funds.

E. During the term of this Agreement, the Signatory Landing Fee rate shall comply with FAA Order 5190.6B.

- c. Section 6.08 Mid-Year Rate Adjustments, the words "Terminal Apron" and "the Preferential Apron Area Rental Rate" are deleted.
- d. Section 6.09.A Year-End Adjustment to Actual and Settlement, the words "the Preferential Apron Area Fee Rate" are deleted.

VII. ARTICLE 8 CAPITAL IMPROVEMENTS

- a. Section 8.02.B Airline Approvals, the words "and Preferential Apron Area Fees" are deleted.
- b. Section 8.02.C Airline Approvals is deleted in its entirety and replaced with the following:

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Section 8.02.C Airline Approvals If concurrence for a Capital Improvement requiring concurrence is specifically withheld following the first consultation, Authority shall have the option to consult with the Signatory Airlines a second time. Upon notice by the Authority, the second consultation shall occur within thirty (30) days after the receipt of notice of non-concurrence from Signatory Airlines. During the second consultation, the Authority shall respond to questions raised during the first consultation and shall ask for reconsideration of the Capital Improvement. Upon reconsideration, the proposed Capital Improvement shall be deemed concurred with unless, within thirty (30) days after such second consultation, concurrence is specifically withheld, in writing, by at least sixty-seven percent (67%) of all Signatory Airlines, paying more than sixty-seven percent (67%) of the Terminal Building Rentals and Landing Fees, as a whole.

- c. Section 8.03.A Approved Capital Improvements, the period "2015-2018" is replaced with "2023-2027".
- d. Section 8.03.B Approved Capital Improvements, the words "Preferential Apron Area Fees" are deleted.
- e. Section 8.03.C Approved Capital Improvements, the words "Apron Area" are deleted.

VIII. ARTICLE 9 OBLIGATIONS OF AIRLINE

- a. Section 9.01.B Maintenance of Apron Area, is deleted in its entirety.

IX. ARTICLE 10 OBLIGATIONS OF AUTHORITY

- a. Section 10.02 Access to Terminal Building Premises, the word "Apron" is deleted and replaced with "Airfield".
- b. Section 10.04 Maintenance of Airport System, the words "Apron Area" are deleted.

X. ARTICLE 12 DAMAGE OR DESTRUCTION, INSURANCE, AND INDEMNIFICATION

- a. Section 12.02 Insurance is deleted in its entirety and replaced with the following:

Section 12.02 Insurance

A. Requirements Subject to Revision. Except to the extent the Authority, in its sole discretion, otherwise agrees to the contrary, each Airline shall provide, pay for, and maintain the types and amounts of insurance described herein, or as may be updated or modified in the Authority Policies and Procedures. All such insurance shall be issued by insurers which are eligible to do business in the State of Florida or, if permitted by applicable law, otherwise approved by the Authority. The insurance requirements set forth in this Agreement shall further be subject to revision by the Authority. In addition, all such insurers shall have and maintain evidence of financial integrity and responsibility reasonably acceptable to the Authority.

SARASOTA MANATEE AIRPORT AUTHORITY
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OPERATING AGREEMENT AND TERMINAL BUILDING LEASE

B. Additional Insured Certificates. The Airline shall provide to the Authority endorsed Additional Insured Certificates. The insurance coverage and limits required shall be evidenced by properly executed certificates of insurance. These certificates shall be signed by the authorized representative of the insurance company shown on the certificate and will show all deductibles or self-insurance retentions. The Airline liability/commercial general liability primary and excess coverage insurance policies shall be endorsed to name the Authority, members of its governing body, and their officers, employees, and agents, as Additional Insureds. In addition, certified, true, and exact copies of all insurance policies shall be made available to the Authority for review at an Airline's headquarters, on a timely basis, if requested by the Authority.

C. Primary Coverage Required. All required insurance of each Airline shall be primary to any insurance or self-insurance program of the Authority. In addition, any insurance, or self-insurance maintained by the Authority shall be excess of, and shall not contribute with, the insurance provided by Airline.

D. Acceptance by Authority. The acceptance of delivery to the Authority of any certificate of insurance evidencing the insurance coverages and limits required does not constitute approval or acceptance by the Authority that the insurance requirements herein have been met.

E. Prerequisite Requirement. All insurance requirements set forth in this Agreement are a prerequisite to Airline's use and occupancy of the Airfield Area and the Terminal Building. No Airline may conduct operations at the Airport unless and until the required certificates of insurance are in effect and approved by the Authority.

F. Airline's Program of Insurance. The insurance coverages and limits required of Airline are designed to meet the minimum requirements of the Authority. They are not designed as a recommended insurance program for any Airline. Each Airline is responsible for insuring its real and personal property located at the Airport. Each Airline, alone, shall be responsible for the sufficiency of its own insurance program. Should an Airline have any question concerning its exposures to loss, or the possible insurance coverages needed therefor, it should seek professional advice.

G. Notice of Change in Coverage. An Airline shall give, or cause its insurance representative to give, the Authority no less than thirty (30) days prior written notice, seven (7) days in the case of war risk, by registered or certified mail regarding any cancellation, intent not to renew, or material reduction in any policy's coverage initiated by such Airline or its insurance provider.

SARASOTA MANATEE AIRPORT AUTHORITY
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H. Renewal Certificates. Renewal Certificates of Insurance must be provided to the Authority as soon as practical but in every instance prior to expiration of current coverages. Should at any time an Airline not, in the opinion of the Authority, provide or maintain the insurance coverages required, the Authority may terminate or suspend operation of such Airline's Air Transportation Business at the Airport.

I. Minimum Requirements. Except to the extent updated or modified by the Authority's Policies and Procedures, the amounts and types of insurance shall conform to the following minimum requirements:

Workers Compensation and Employer's Liability Insurance. Workers Compensation and Employer's Liability Insurance shall be maintained in force by each Airline for all employees engaged in the operations on the Airport. The limits of coverage shall not be less than:

Workers' Compensation Florida Statutory Employer's Liability \$1,000,000 Limit Each Accident \$1,000,000 Limit Disease Aggregate \$1,000,000 Limit Disease Each Employee.

Airline Liability Insurance/Commercial General Liability Insurance. Airline Liability Insurance/Commercial General Liability Insurance shall be maintained by each Airline and shall include, but not be limited to, Premises and Operations, Personal Injury, Contractual Liability, Products and Completed Operations Coverage, Hangarkeepers, Liquor Liability, Terrorism or War Risk and Allied Perils (to the extent available from, or subsidized by, the federal government), and Environmental Liability. Coverage shall be applicable to the operation of all owned, non-owned, leased or hired, licensed and unlicensed motor vehicles and ground equipment operating within the Aircraft Operations Area (AOA) at the Airport. The limits of coverage shall not be less than: Bodily & Personal Injury \$200,000,000 & Property Damage Liability Each Occurrence & Aggregate, with no less than \$25,000,000 sublimit for Personal Injury to non-passengers.

Sublimits to be provided through the Airline Liability or separate policy:

Liquor Liability Insurance. Liquor Liability Insurance shall be maintained for any facility of an Airline serving alcoholic beverages on the Airport in an amount not less than \$1,000,000 per occurrence.

Hangarkeepers Liability Insurance. Hangarkeepers Liability Insurance shall be maintained in an amount adequate to cover any non-owned property in the care, custody, and control of an Airline on the Airport, but in any event in an amount not less than \$5,000,000 per occurrence.

SARASOTA MANATEE AIRPORT AUTHORITY
AMENDMENT TO SCHEDULED AIRLINE
OPERATING AGREEMENT AND TERMINAL BUILDING LEASE

Motor Vehicle Liability Insurance. Motor Vehicle Liability Insurance shall be maintained to cover all licensed and unlicensed motor vehicles and ground equipment owned, non-owned, or hired by an Airline which are operated in the Aircraft Operations Area (AOA) in an amount not less than \$5,000,000 per person and per occurrence.

Terrorism or War Risk and Allied Perils Insurance. Terrorism or War Risk and Allied Perils Insurance shall be maintained to the extent available from, or subsidized by, the federal government in an amount not less than \$50,000,000.

Environmental Liability Insurance. Environmental Liability Insurance shall be maintained in an amount not less than \$10,000,000 for sudden and accidental pollution, or, to the extent not prohibited by any applicable law, an Airline may provide for reasonable limits of self-insurance against environmental liability risks. All amounts paid to the Authority by an Airline on account of any self-insurance program shall be deemed insurance proceeds. To the extent an Airline self-insures as to environmental liability, the protections afforded the Authority by such Airline shall be the same as if insurance were provided by a third-party insurer, and such Airline shall have all the obligations and liabilities of a third-party insurer hereunder (e.g., obligation to provide a defense).

Aircraft Liability Insurance. Aircraft Liability Insurance shall be maintained by each Airline for all owned, non-owned, leased or hired aircraft, including passenger coverage. The limits of coverage shall not be less than:

Bodily & Personal Injury	\$200,000,000
& Property Damage Liability	Each Occurrence & Aggregate, with no less than \$25,000,000 sublimit for Personal Injury to non-passengers

Business Automobile Insurance. Business Automobile Insurance shall be maintained by each Airline as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles. The limits of coverage shall not be less than:

Bodily & Personal Liability	\$1,000,000 Combined Single Limit & property Damage Liability Each Occurrence
-----------------------------	---

Umbrella Liability Insurance or Excess Liability Insurance. Umbrella Liability Insurance or Excess Liability Insurance may be used to reach the limits of liability required by this Article.

SARASOTA MANATEE AIRPORT AUTHORITY
AMENDMENT TO SCHEDULED AIRLINE
OPERATING AGREEMENT AND TERMINAL BUILDING LEASE

J. Waiver of Subrogation. Airline agrees to a Waiver of Subrogation in favor of the Authority for each policy required to be maintained by Airline pursuant to or in connection with this Agreement. 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, Airline 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 Airline enter into such an agreement on a pre-loss basis.

XI. ARTICLE 18 MISCELLANEOUS

a. The following sentence is added to Article 18 Miscellaneous:

Section 18.07. Updates for As-Built Drawings

The Airline and Authority acknowledge and agree that Exhibit A, Exhibit B, Exhibit C, and Exhibit G of this Agreement will be revised, without the need for a formal amendment to this Agreement, to reflect as-built or updated drawings as reasonably determined by the Authority, when such drawings are available.

XII. EXHIBITS

- a. Exhibit A is deleted in its entirety and replaced with the new Exhibit A attached to this Amendment.
- b. Exhibit B is deleted in its entirety and replaced with the new Exhibit B attached to this Amendment.
- c. Exhibit C is deleted in its entirety and replaced with the new Exhibit C attached to this Amendment.
- d. Exhibit D is deleted in its entirety and replaced with the new Exhibit D attached to this Amendment.
- e. Exhibit E is deleted in its entirety and replaced with the new Exhibit E attached to this Amendment.
- f. Exhibit F is deleted in its entirety and replaced with the new Exhibit F attached to this Amendment.

XIII. Binding Nature. This Amendment shall be deemed a part of the Agreement. The provisions of this Amendment shall be binding upon, and inure to the benefit of, the respective successors and assigns, including without limitation, any receiver, debtor in possession or trustee in bankruptcy, of Airline and Authority.

XIV. Conflict of Inconsistency. In the event of any conflict or inconsistency between the terms and provisions contained in the Agreement and the terms and provisions contained in this Amendment, the terms and provisions of this Amendment shall govern and prevail to the extent necessary to resolve such conflict or inconsistency. All other terms and provisions as set forth in the Agreement shall remain in full force and effect.

SARASOTA MANATEE AIRPORT AUTHORITY
AMENDMENT TO SCHEDULED AIRLINE
OPERATING AGREEMENT AND TERMINAL BUILDING LEASE

XV. Counterparts. This Amendment may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

XVI. Miscellaneous. This Amendment shall be deemed to have been negotiated and made in and shall be governed and interpreted under the laws of the State of Florida. This Amendment shall be subject to the dispute resolution, remedies, and jurisdictional provisions of the Agreement.

XVII. IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Approved as to Form and Legal Sufficiency
for Authority:

SARASOTA MANATEE AIRPORT AUTHORITY,
an Independent Special District, under the
Laws of the State of Florida.

Signature _____
Name _____
Title _____
Date _____

Signature _____
Name _____
Title _____
Date _____

Signed in the Presence of a Witness
for Airline:

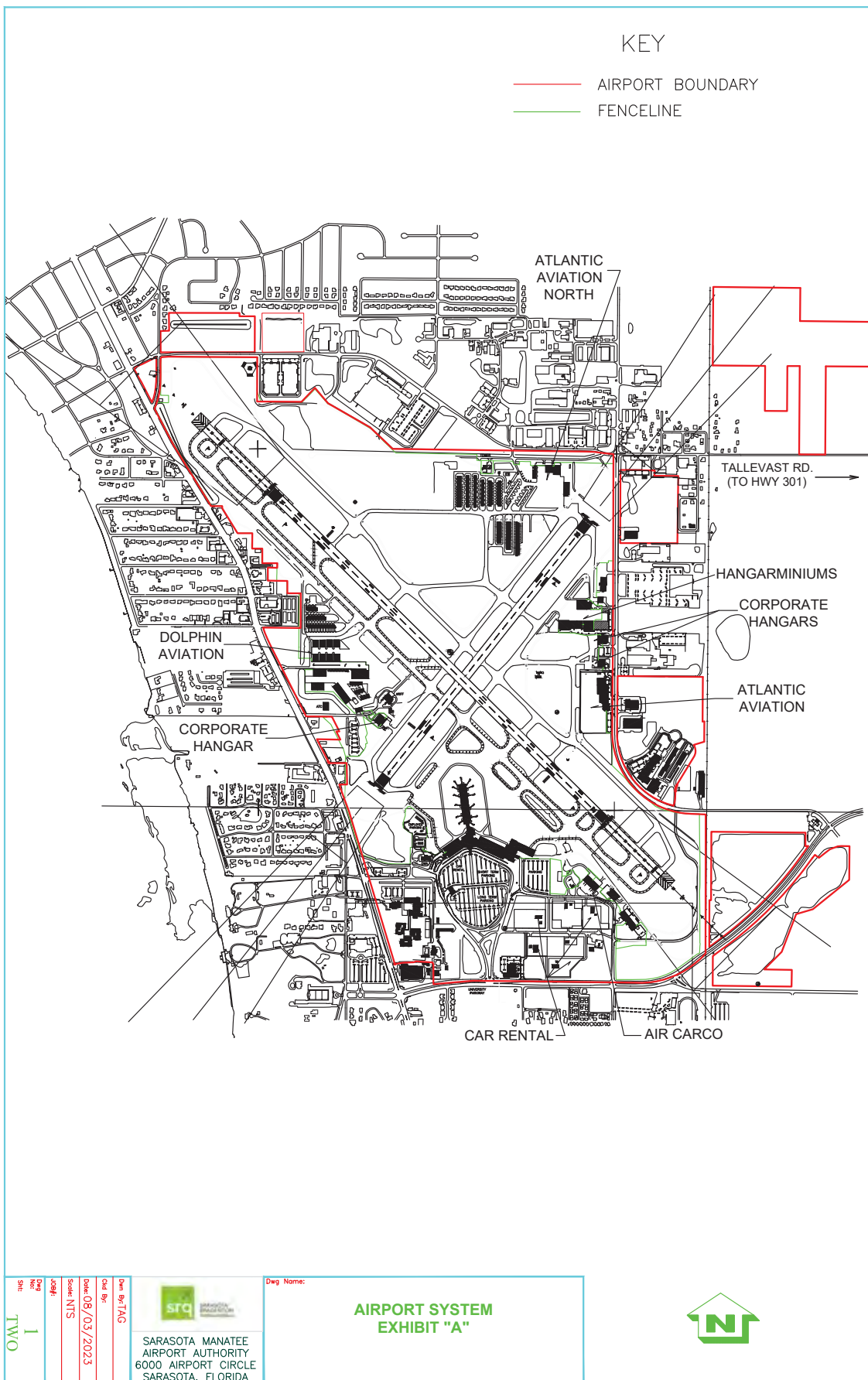
AIRLINE: _____

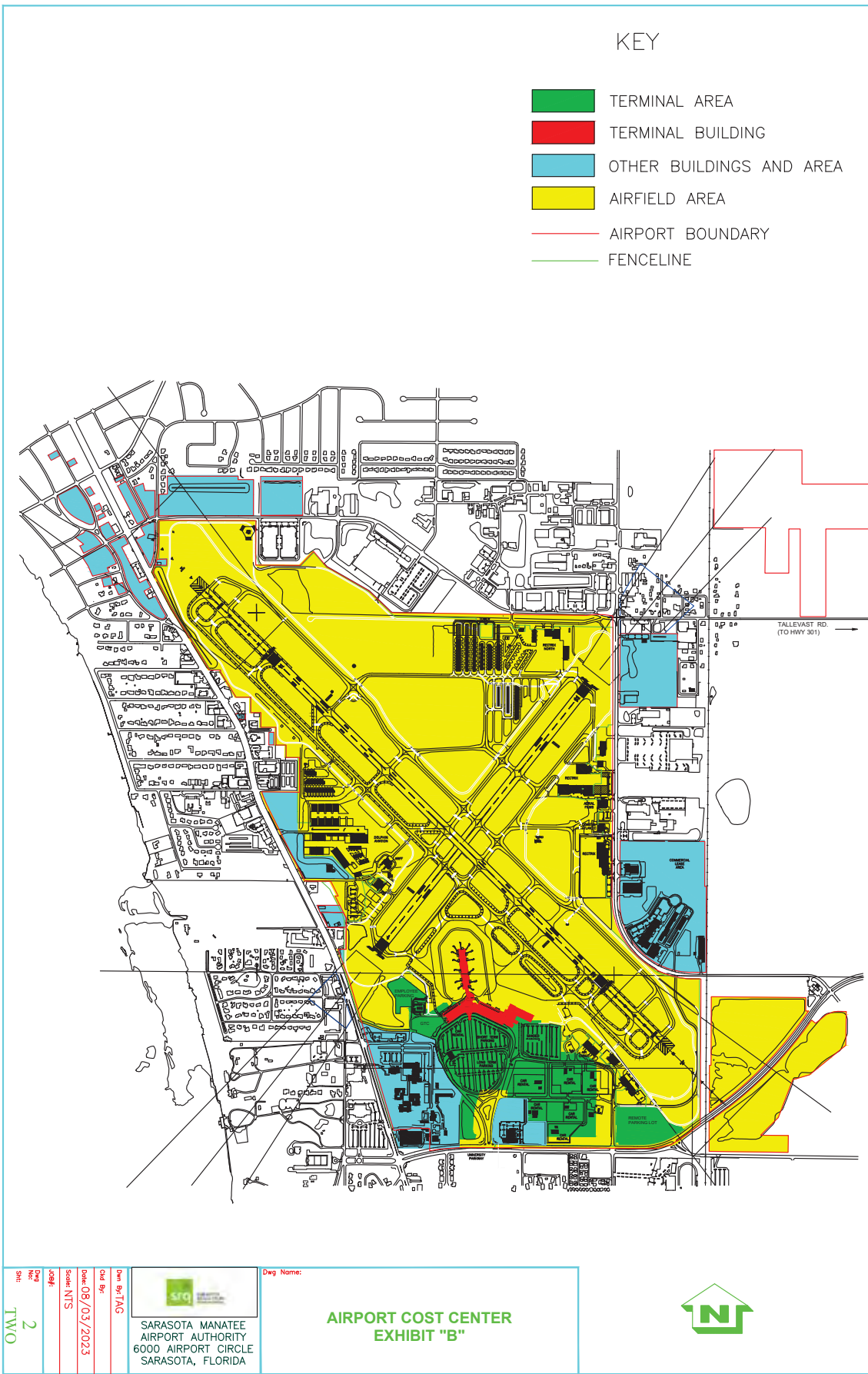
Signature _____
Name _____
Title _____
Date _____

Signature _____
Name _____
Title _____
Date _____

SARASOTA MANATEE AIRPORT AUTHORITY
AMENDMENT TO SCHEDULED AIRLINE
OPERATING AGREEMENT AND TERMINAL BUILDING LEASE

EXHIBITS





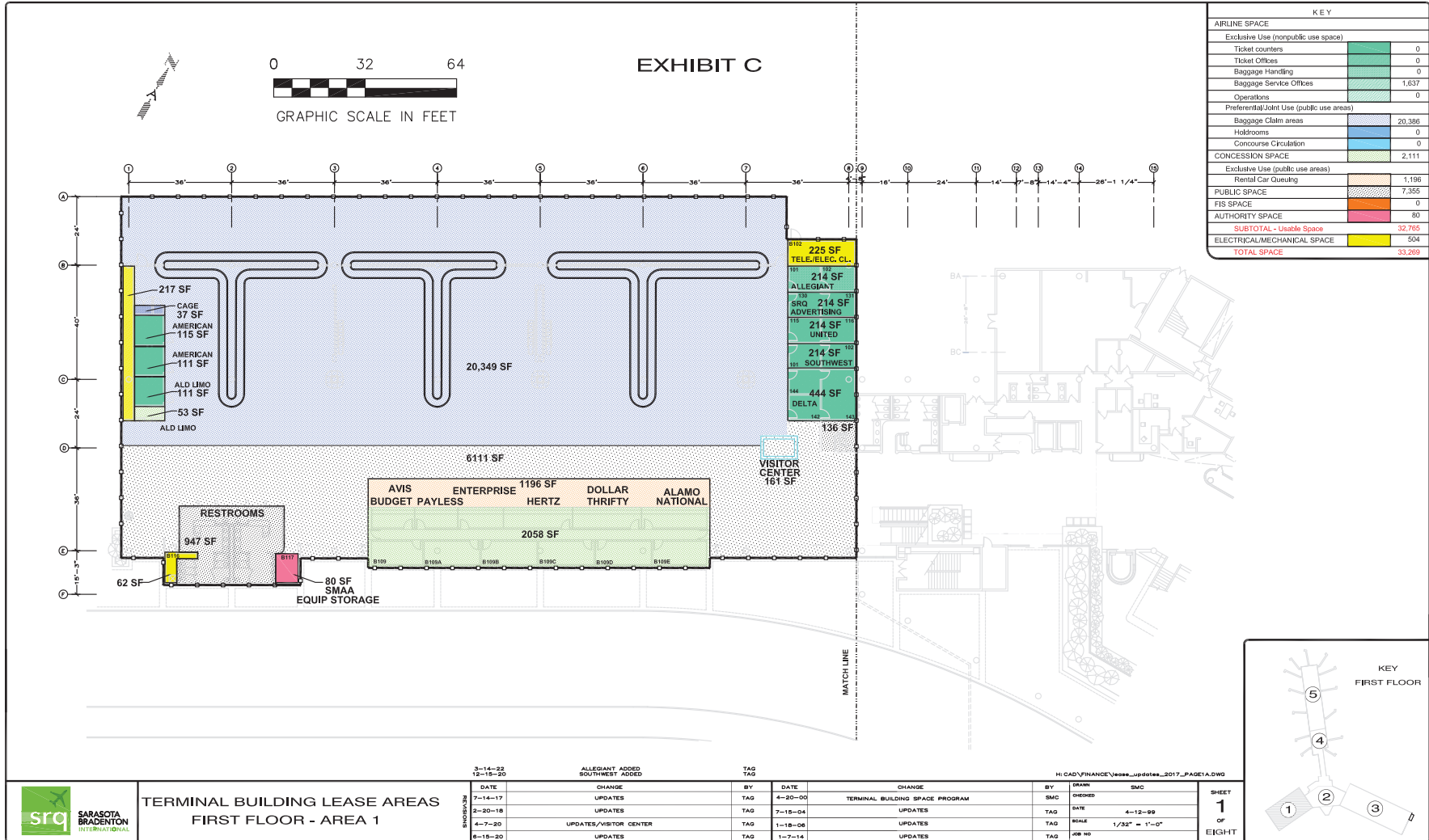
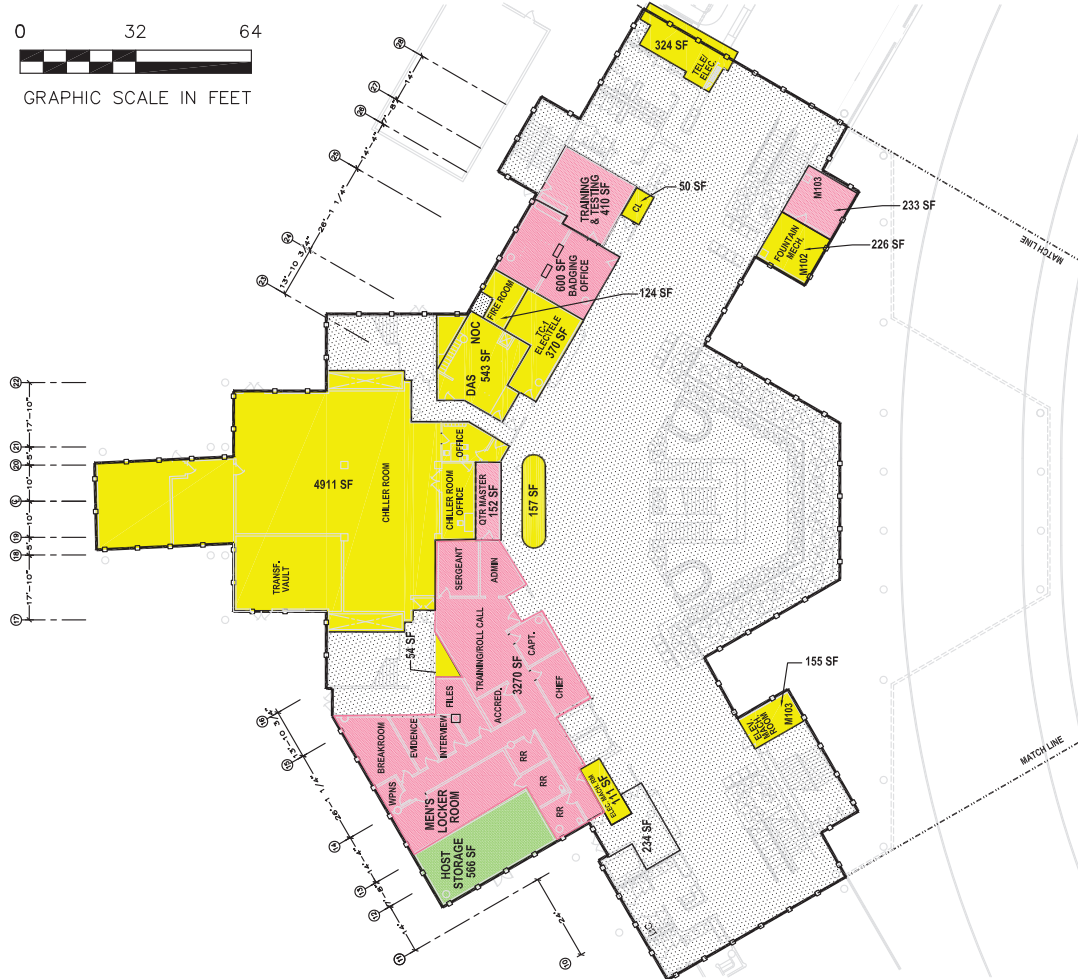
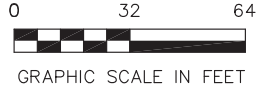
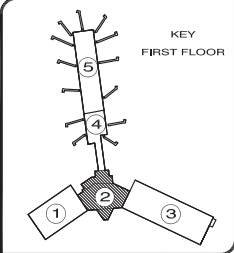


EXHIBIT C



KEY	
AIRLINE SPACE	
Exclusive Use (nonpublic use space)	
Ticket counters	0
Ticket Offices	0
Baggage Handling	0
Baggage Service Offices	0
Operations	0
Exclusive Use (public use areas)	
Ticket Queuing	0
Preferential/Joint Use (public use areas)	
Baggage Claim areas	0
Holdrooms	0
Concourse Circulation	0
CONCESSION STORAGE	566
PUBLIC SPACE	16,548
FIS SPACE	0
AUTHORITY SPACE	4,665
SUBTOTAL - Usable Space	21,779
ELECTRICAL/MECHANICAL SPACE	7,025
TOTAL SPACE	28,804



TERMINAL BUILDING LEASE AREAS
FIRST FLOOR - AREA 2

DATE	CHANGE	BY	DATE	CHANGE	BY	DATE	CHANGE	BY	DATE	CHANGE	BY
2-14-23	UPDATED CONCESSION/PUBLIC SPACE 234 SF	TAG	4-20-00	TERMINAL BUILDING SPACE PROGRAM	SMC	4-12-99	UPDATES	TAG	5-2020	UPDATES-BAGGING OFFICE AND POLICE DEPT.	TAG
			6-19-20	UPDATES-LEASE SPACE	TAG						

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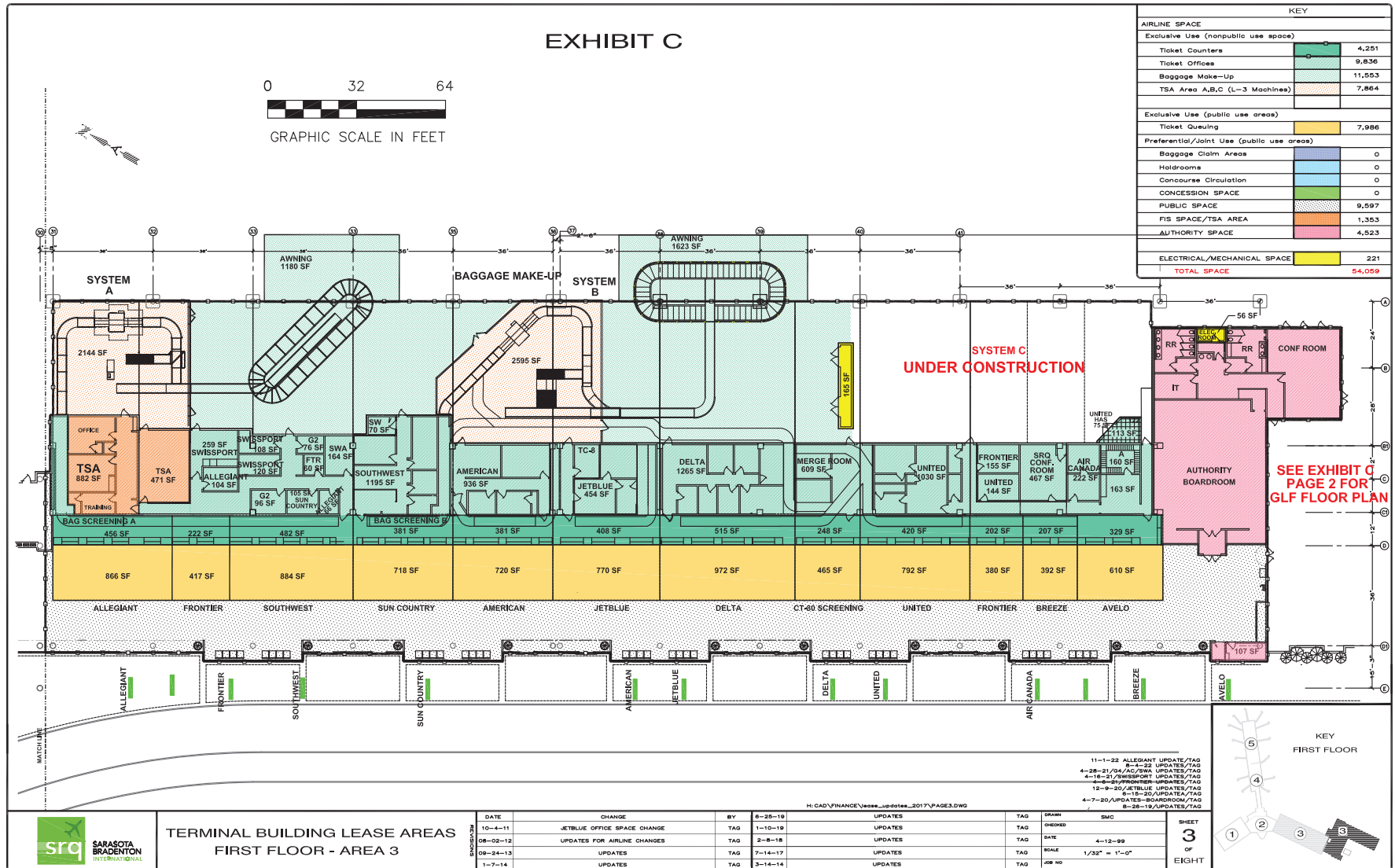
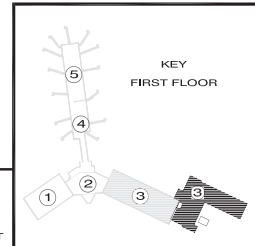


EXHIBIT C
PAGE 2



KEY	
AIRLINE SPACE	
Exclusive Use (nonpublic use space)	
Ticket Counters	0
Ticket Offices	1,343
Baggage Make-Up	0
TSA Area A,B,C (L-3 Machines)	0
Exclusive Use (public use areas)	
Ticket Queuing	0
Preferential/Joint Use (public use areas)	
Baggage Claim Areas	0
Holdrooms	16,563
Security Check Point & Queuing	12,583
CONCESSION SPACE	7,329
PUBLIC SPACE	16,342
FIS SPACE/TSA AREA	1,989
AUTHORITY SPACE	1,328
ELECTRICAL/MECHANICAL SPACE	
	7,773
TOTAL SPACE	67,250



TERMINAL BUILDING LEASE AREAS
GROUND BOARDING FACILITY

**GROUND BOARDING FACILITY UNDER CONSTRUCTION
EXHIBIT WILL BE UPDATED BASED ON FINAL AS-BUILT DRAWINGS.**

DATE	CHANGE	BY	DRAWN	TAG

DATE	9-16-23
SCALE	NTS
JOB NO	

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OF	8
EIGHT	

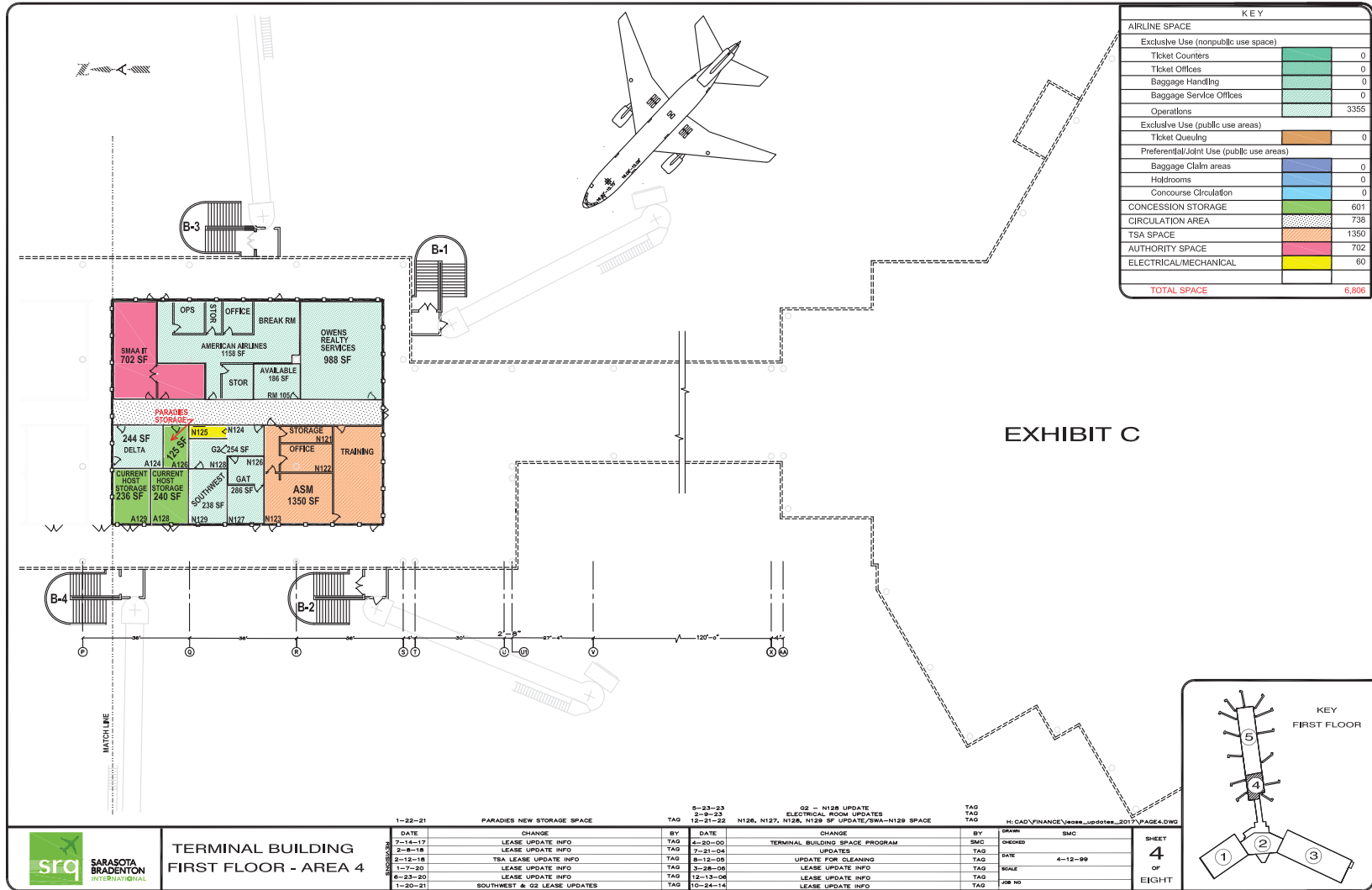
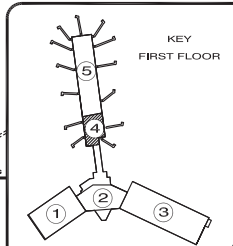


EXHIBIT C



**TERMINAL BUILDING
FIRST FLOOR - AREA 4**

DATE	CHANGE	BY	DATE	CHANGE	BY	DATE	CHANGE	BY
1-22-21	PARADISE NEW STORAGE SPACE	TAG	5-23-23	02 - N128 UPDATE	TAG	12-21-22	N126, N127, N128, N129 SF UPDATE/SWA-N128 SPACE	TAG
7-14-17	LEASE UPDATE INFO	TAG	2-9-23	ELECTRICAL ROOM UPDATES	TAG			SMC
2-8-18	LEASE UPDATE INFO	TAG	4-30-00	TERMINAL BUILDING SPACE PROGRAM	SMC			CKWWD
2-12-18	TSA LEASE UPDATE INFO	TAG	7-21-04	UPDATES	TAG			SKL
1-7-20	LEASE UPDATE INFO	TAG	8-12-05	UPDATE FOR CLEANING	TAG			4-12-99
6-23-20	LEASE UPDATE INFO	TAG	3-28-06	LEASE UPDATE INFO	TAG			BSLE
1-20-21	SOUTHWEST & 02 LEASE UPDATES	TAG	12-13-06	LEASE UPDATE INFO	TAG			JWR
			10-24-14	LEASE UPDATE INFO	TAG			



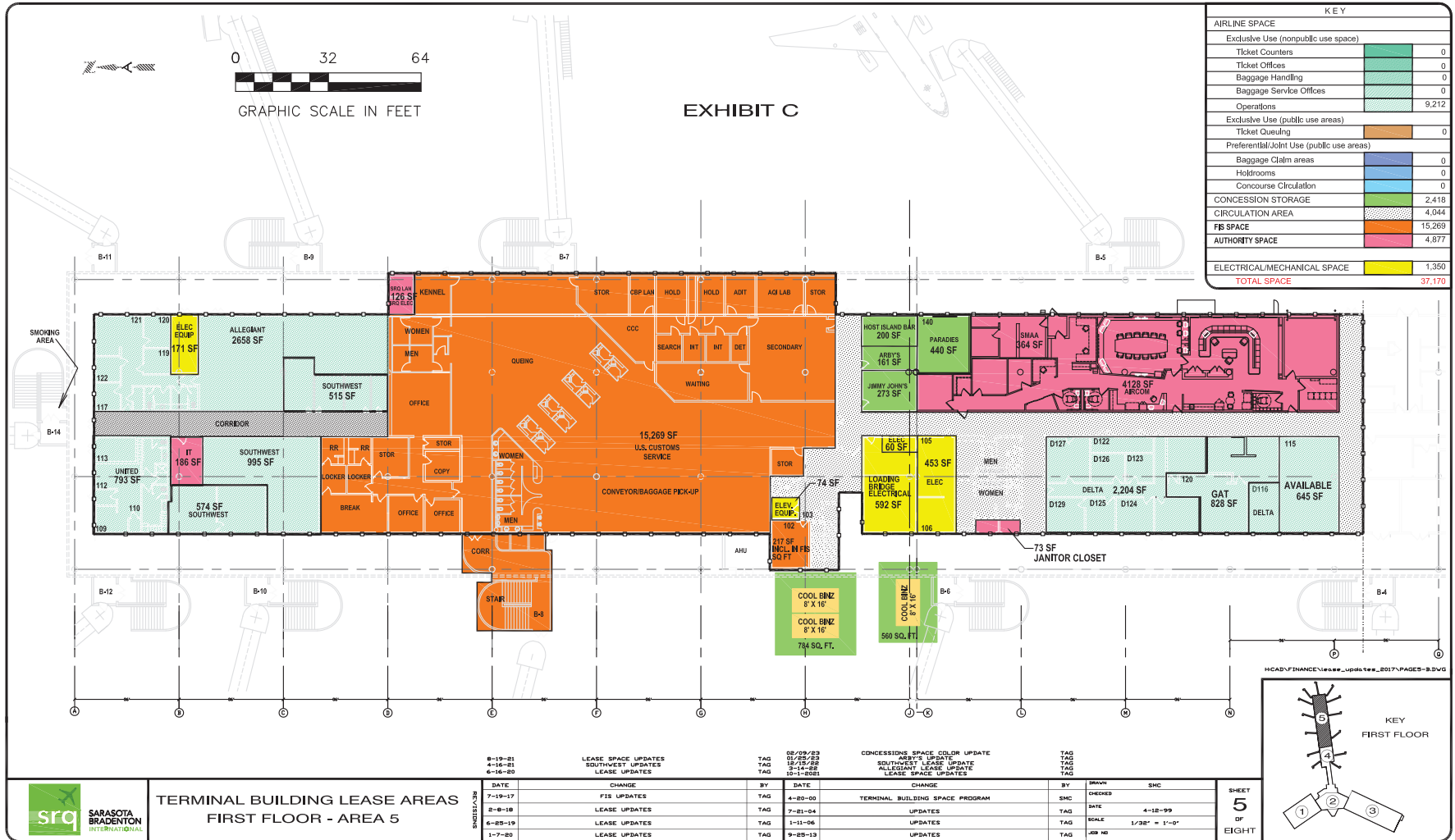
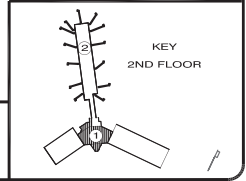


EXHIBIT C



KEY	
AIRLINE SPACE	
Exclude Use (nonpublic use space)	
Ticket Counters	0
Ticket Offices	0
Baggage Handling	0
Baggage Service Offices	0
Operations	0
Exclude Use (public use areas)	
Ticket Queuing	0
Preferential/Joint Use (public use areas)	
Baggage Claim areas	0
Hallways	0
Concourse Circulation/Checkpoint	14,173
CONCESSION SPACE	17,292
PUBLIC SPACE	9,116
FIS SPACE/TSA	395
AUTHORITY SPACE	2,197
SUBTOTAL - Usable Space	43,173
ELECTRICAL/MECHANICAL SPACE	219
TOTAL SPACE	43,392



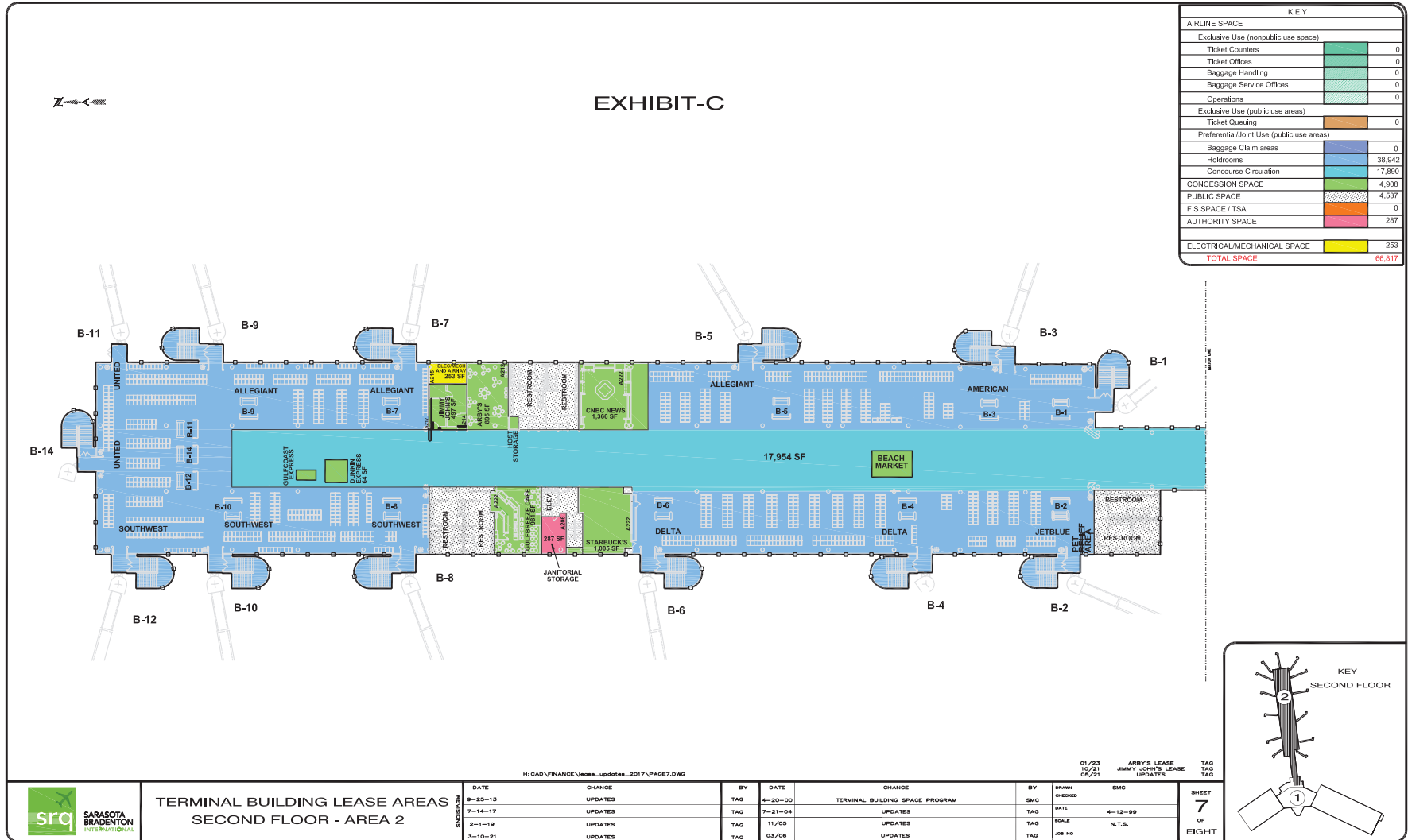
TERMINAL BUILDING LEASE AREAS
SECOND FLOOR - AREA 1

DATE	CHANGE	BY	DATE	CHANGE	BY
8-18-20	LEASE UPDATES	TAG	4-20-00	TERMINAL BUILDING SPACE PROGRAM	SMC
7-13-21	SECURITY CHECKPOINT UPDATE	TAG	7-21-04	UPDATES	TAG
2-14-23	SRO CONFERENCE ROOMS	TAG	1-23-08	SECURITY CHECKPOINT EXPANSION/UPDATES	TAG
			1-23-08	LEASE UPDATES	TAG
			9-25-13	UPDATES	TAG

DATE	CHANGE	BY	DATE	CHANGE	BY
4-20-00	TERMINAL BUILDING SPACE PROGRAM	SMC	4-12-99		
7-21-04	UPDATES	TAG	SCALE	1/32" = 1'-0"	
1-23-08	SECURITY CHECKPOINT EXPANSION/UPDATES	TAG	JOB NO		
1-23-08	LEASE UPDATES	TAG			
9-25-13	UPDATES	TAG			

DATE	CHANGE	BY	DATE	CHANGE	BY
4-20-00	TERMINAL BUILDING SPACE PROGRAM	SMC	4-12-99		
7-21-04	UPDATES	TAG	SCALE	1/32" = 1'-0"	
1-23-08	SECURITY CHECKPOINT EXPANSION/UPDATES	TAG	JOB NO		
1-23-08	LEASE UPDATES	TAG			
9-25-13	UPDATES	TAG			

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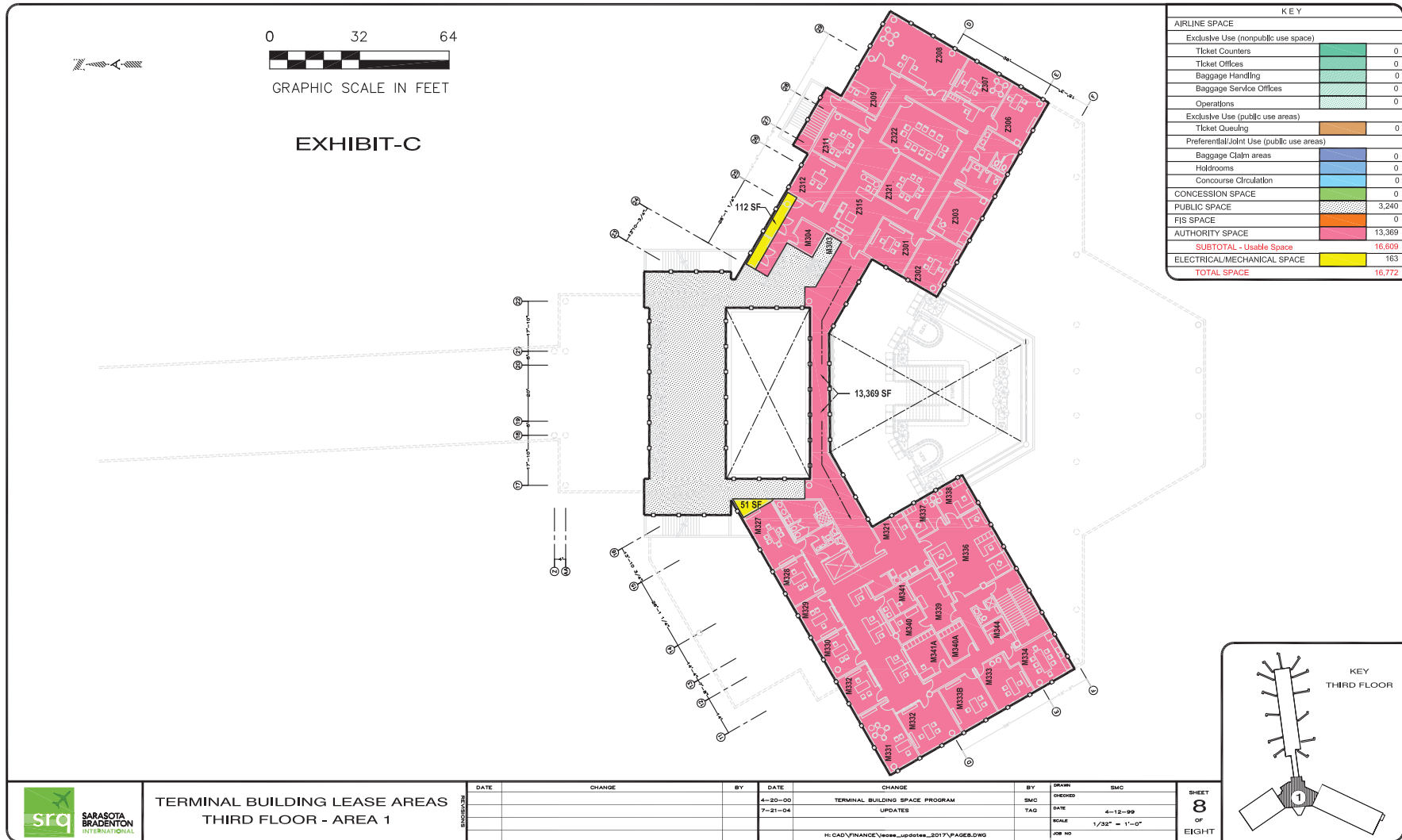


Exhibit D

ILLUSTRATIVE CALCULATION OF AIRLINE RATES AND CHARGES

Sarasota Bradenton International Airport

(page 1 of 3)

	<u>Calculation Reference</u>	
TERMINAL BUILDING REQUIREMENT AND RATE		
O&M		\$ 15,861,000
O&M Reserve Deposits		350,000
Terminal Building Costs	[A]	\$ 16,211,000
Less: 50% of Terminal Building Nonairline Revenues	[B]	2,020,000
Equals: Net Terminal Building Requirement	[C=A-B]	\$ 14,190,000
Divide by: Total Rentable Space	[D]	198,000
Equals: Average Signatory Airline Terminal Building Rate	[E=C/D]	\$ 71.64
Multiply by: Total Signatory Airline Rented Space	[F]	127,000
Equals: Signatory Airline Rental Revenues	[G=E*F]	\$ 9,079,000
 WEIGHTED SPACE CALCULATION		
Signatory Airline Rented Space (square feet)		
Ticket Counter / Ticket Office / Queuing	[H]	13,000
Holdrooms		36,000
Concourse Circulation		32,000
Baggage Claim		20,000
Baggage Service Offices		1,000
Operations		9,000
Baggage Make-up		15,000
Total		
 Signatory Weighted Space Inputs		
Ticket Counter / Ticket Office / Queuing	[I]	1.00
Holdrooms		1.00
Concourse Circulation		1.00
Baggage Claim		0.75
Baggage Service Offices		0.75
Operations		0.50
Baggage Make-up		0.50

Exhibit D
ILLUSTRATIVE CALCULATION OF AIRLINE RATES AND CHARGES
 Sarasota Bradenton International Airport
 (page 2 of 3)

	Calculation Reference	
Signatory Weighted Space (square feet)		
Ticket Counter / Ticket Office / Queuing	[J=H*I]	13,000
Holdrooms		36,000
Concourse Circulation		32,000
Baggage Claim		15,000
Baggage Service Offices		1,000
Operations		5,000
Baggage Make-up		7,000
Total		[K]
Top Weighted Rate	[L=G/K]	\$ 83.29
Signatory Airline Rental Rates		
Ticket Counter / Ticket Office / Queuing	[M=I*L]	\$ 83.00
Holdrooms		\$ 83.00
Concourse Circulation		\$ 83.00
Baggage Claim		\$ 62.25
Baggage Service Offices		\$ 62.25
Operations		\$ 41.50
Baggage Make-up		\$ 31.13
Non-Signatory Airline Premium		[N]
Non-Signatory Airline Rates		
Ticket Counter / Ticket Office / Queuing	[O=I*L*N]	\$ 103.75
Holdrooms		103.75
Concourse Circulation		103.75
Baggage Claim		77.81
Baggage Service Offices		77.81
Operations		51.88
Baggage Make-up		51.88

Exhibit D
ILLUSTRATIVE CALCULATION OF AIRLINE RATES AND CHARGES
 Sarasota Bradenton International Airport
 (page 3 of 3)

	Calculation Reference		
AIRFIELD AREA COSTS AND LANDING FEE			
O&M		\$ 10,896,000	
O&M Reserve Deposits		228,000	
Airfield Area Requirement	[A]	\$ 11,123,000	
Less: Nonsignatory Airline Landing Fees	[B]	95,000	
Less: Fuel Flowage Fees (general aviation)	[B]	770,000	
Less: 50% of Net Terminal Area Revenue	[B]	9,340,000	
Equals: Net Airline Landing Fee Requirement	[C=A-B]	\$ 918,000	
Divide by: Signatory Landed Weight (1,000 pound unit)	[D]	2,259,000	
Calculated Signatory Landing Fee (1,000 pound unit)	[E=C/D]	\$ 0.41	
Minimum Signatory Landing Fee Rate	[F]	0.50	
Signatory Airline Landing Fee Rate	[G=Greater of E or F]	\$ 0.50	
<small>(Per 1,000 pound unit, greater of calculated or minimum Landing Fee Rate)</small>			
Multiply by total Signatory Landed Weight	[D]	2,259,000	
Equals: Net Signatory Landing Fee Revenue	[H=G*D]	\$ 1,130,000	
Nonsignatory Airline Landing Fees			
Nonsignatory Premium	[I]	125%	
Nonsignatory Airline Rate (1,000 pound unit)	[J=G*(1+I)]	\$ 0.63	
Nonsignatory Airline Landing Weight (1,000 pound unit)	[K]	159,000	
Nonsignatory Landing Revenue	[L=J*K]	\$ 99,000	
Total Landing Fee Revenue	[H+L]	\$ 1,229,000	

Note: Totals may not sum due to rounding.

Exhibit E

ILLUSTRATIVE CALCULATION OF NON-PREFERENTIAL GATE USE FEE

Sarasota Bradenton International Airport

	Calculation Reference	
TOTAL ANNUAL COST OF UNASSIGNED GATE		
Average Holdroom Area (sq ft)	[A]	2,996
Annual Signatory Rental Rate	[B]	\$ 87.99
Rental Cost of Standard Holdroom	[C=A*B]	\$ 263,612
Standard Number of Turns Per Year	[D = 2 turns * 365 days]	730
Signatory Gate Use Fee Per Turn	[C/D]	\$ 361
Nonsignatory Premium		125%
Nonsignatory Gate Use Fee Per Turn		\$ 451

March 25, 2024 Board Meeting - Items Needing Action

Exhibit F

AIRPORT CAPITAL PLAN (FY2023-FY2027)--ESTIMATED PROJECT COSTS AND FUNDING SOURCES

Sarasota Bradenton International Airport

Fiscal years ending September 30

Project	Total Project Cost for 5-Year Capital Plan (FY2023-FY2027)	Funding Sources									Total Funding Sources
		SMAA Funds	TSA Funds	PFC Revenues (a)	Federal Entitlement	Federal Discretionary	Federal BIL ATP and AIG	State	CFC	Manatee County	
Terminal Building											
GLF	\$ 85,000,000	\$ 2,257,249	\$ -	\$ 20,465,000	\$ 7,706,640	\$ 1,111,111	\$ 19,200,000	\$ 34,260,000	\$ -	\$ -	\$ 85,000,000
Consolidated In-line Baggage Handling System	46,933,684	-	24,459,650	11,237,016	-	-	-	11,237,018	-	-	46,933,684
Terminal Building Total	\$ 131,933,684	\$ 2,257,249	\$ 24,459,650	\$ 31,702,016	\$ 7,706,640	\$ 1,111,111	\$ 19,200,000	\$ 45,497,018	\$ -	\$ -	\$ 131,933,684
Airfield											
Taxiway C&F - Rehabilitation	\$ 6,000,000	\$ -	\$ -	300,000	\$ -	\$ 5,400,000	\$ -	\$ 300,000	\$ -	\$ -	\$ 6,000,000
Fuel Farm Loading/Offloading	2,800,000	2,800,000	-	-	-	-	-	-	-	-	2,800,000
Taxiway A7, R4, R5, Rehabilitation - Design	2,125,000	106,250	-	-	-	1,912,500	-	106,250	-	-	2,125,000
Other	1,825,000	573,750	-	125,000	-	877,500	-	248,750	-	-	1,825,000
Airfield Total	\$ 12,750,000	\$ 3,480,000	\$ -	\$ 425,000	\$ -	\$ 8,190,000	\$ -	\$ 655,000	\$ -	\$ -	\$ 12,750,000
Apron Area											
GLF Apron Expansion	\$ 10,000,000	\$ -	\$ -	547,803	\$ 5,377,247	\$ 3,574,950	\$ -	\$ 500,000	\$ -	\$ -	\$ 10,000,000
West Apron/ Employee Parking	9,600,000	119,849	-	4,680,151	-	-	-	4,800,000	-	-	9,600,000
Apron Area Total	\$ 19,600,000	\$ 119,849	\$ -	\$ 5,227,954	\$ 5,377,247	\$ 3,574,950	\$ -	\$ 5,300,000	\$ -	\$ -	\$ 19,600,000
Terminal Area											
CONRAC - Consolidated Quick Turn Around Project	\$ 35,000,000	\$ 6,000,000	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ 29,000,000	\$ -	\$ 35,000,000
Ready Return Parking Garage (b)	31,000,000	-	-	-	-	-	-	-	31,000,000	-	31,000,000
Short-Term Parking Garage (b)	16,000,000	16,000,000	-	-	-	-	-	-	-	-	16,000,000
Remote Parking (Park and Ride)	6,000,000	6,000,000	-	-	-	-	-	-	-	-	6,000,000
Ground Transportation Improvements	7,500,000	3,750,000	-	-	-	-	-	3,750,000	-	-	7,500,000
Surface Lot Improvements at Old Hertz Lot	6,500,000	6,500,000	-	-	-	-	-	-	-	-	6,500,000
Remote Parking Facility	4,500,000	4,500,000	-	-	-	-	-	-	-	-	4,500,000
Vehicle Storage	2,550,000	2,550,000	-	-	-	-	-	-	-	-	2,550,000
Other	525,000	145,000	-	-	-	360,000	-	20,000	-	-	525,000
Terminal Area Total	\$ 109,575,000	\$ 45,445,000	\$ -	\$ -	\$ -	\$ 360,000	\$ -	\$ 3,770,000	\$ 60,000,000	\$ -	\$ 109,575,000
Other Buildings & Areas											
New General Aviation FIS - Design	\$ 7,000,000	\$ -	\$ -	\$ 3,500,000	\$ -	\$ -	\$ -	\$ 3,500,000	\$ -	\$ -	\$ 7,000,000
15th Street Observation Parking Area	700,000	350,000	-	-	-	-	-	-	-	350,000	700,000
Other Buildings & Areas Total	\$ 7,700,000	\$ 350,000	\$ -	\$ 3,500,000	\$ -	\$ -	\$ -	\$ 3,500,000	\$ -	\$ 350,000	\$ 7,700,000
5-Year Capital Plan Total	\$ 281,558,684	\$ 51,652,098	\$ 24,459,650	\$ 40,854,970	\$ 13,083,887	\$ 13,236,061	\$ 19,200,000	\$ 58,722,018	\$ 60,000,000	\$ 350,000	\$ 281,558,684

(a) Reflects estimated amounts provided in draft PFC application #7, with the exception of the consolidated in-line baggage handling system, the taxiway C&F rehabilitation, and the new general aviation FIS design, which show the estimate from the January 2023 capital program provided by Sarasota Manatee Airport Authority Management.

(b) A new multi-level parking garage will be constructed that will be split between rental car and public parking uses.

SARASOTA MANATEE AIRPORT AUTHORITY
AMENDMENT TO SCHEDULED AIRLINE
OPERATING AGREEMENT AND TERMINAL BUILDING LEASE

This AMENDMENT, is entered into this ____ day of _____, 2024, by and between the Sarasota Manatee Airport Authority, an Independent Special District, existing under and by virtue of the laws of the State of Florida, hereinafter referred to as "Authority," and _____, a corporation organized and existing under the laws of the State of _____ and authorized to do business in the State of Florida, hereinafter referred to as "Airline";

WITNESSETH:

WHEREAS, Authority and Airline entered into the SARASOTA MANATEE AIRPORT AUTHORITY SCHEDULED AIRLINE OPERATING AGREEMENT AND TERMINAL BUILDING LEASE, effective October 1, 2014, as amended (the "Agreement"), and

WHEREAS, Authority and Airline desire to further amend said Agreement as set forth herein.

NOW, THEREFORE, for and in consideration of the terms, covenants, and conditions set forth herein, and the other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Authority and Airline, intending to be legally bound, agree as follows:

I. ARTICLE 1 DEFINITIONS

- a. Section 1.01.7 "Airport Cost Centers" is deleted in its entirety and replaced with the following: Section 1.01.7 "Airport Cost Centers"

Shall mean the following cost centers, which are more fully described in Exhibit B, attached to this Agreement. Such cost centers shall be used for purposes of accounting for Airport System Revenue and Airport System Expense and for calculating and adjusting certain rentals and fees set forth in this Agreement.

a. "Airfield Area" shall mean those areas on the Airport that provide for the landing, takeoff, taxiing, parking, or other operations of aircraft, the runway approaches, runway protection zones, and runway object free areas, infield areas, navigational aids, and paved aircraft ramp areas adjacent to the Terminal Building that provides for the parking, loading, unloading, and servicing of aircraft.

b. "Terminal Building" shall mean the passenger terminal building serving the traveling public.

c. "Terminal Area" shall mean the access roads, parking areas, rental car and ground transportation buildings, facilities, installations, improvements, and operations serving the Terminal Building.

d. "Other Buildings and Areas" shall mean those portions of the Airport not included in the preceding Airport System Cost Centers, including the buildings, facilities, installations, and improvements thereon.

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- b. The following is added to Article 1 Definitions:
Section 1.01.12 "Authority Indemnitee" shall have the meaning described in section 12.03.

 - c. Section 1.01.18 "Gates" is deleted in its entirety and replaced with the following:
Section 1.01.19 "Gates"
"Gates" shall mean aircraft parking positions at the Terminal Building together with passenger holdroom areas and, where applicable, passenger loading bridges, and shall also include preferential use of the podium and associated facilities and equipment for the Gate.

 - d. The following is added to Article 1 Definitions:
Section 1.01.20 "Gate Use Protocols" shall mean the operating protocols published by the Authority in its sole discretion regarding the administration of Gate use policies and procedures.

 - e. The following is added to Article 1 "Definitions"
Section 1.01.23 "Minimum Signatory Landing Fee Rate" shall mean \$0.50 per one thousand (1,000) pound units, at which each aircraft operated by Airline is certificated by the FAA to land at the Airport.

 - f. Section 1.01.27 is deleted in its entirety and replaced with the following:
Section 1.01.30 "Rules and Regulations" shall mean those reasonable and nondiscriminatory rules, regulations, and ordinances promulgated by Authority, including the Gate Use Protocols, as the same may be amended, modified, or supplemented from time to time to the extent that such rules, regulations, and ordinances are not inconsistent with the provisions of this Agreement.
- II. ARTICLE 2 USE OF AIRPORT AND FACILITIES
- a. Section 2.01.6 is deleted in its entirety and replaced with the following:
Section 2.01.6 The servicing by Airline of aircraft and other equipment operated by Airline or an agent of its choosing in the Airfield Area, by truck or otherwise, with aviation fuel, propellants, lubricants, or any other materials or supplies.
- III. ARTICLE 3 LEASED PREMISES
- a. Section 3.01.E Preferential Apron Area is deleted in its entirety.

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IV. ARTICLE 4 TERM

- a. Section 4.01 Term is deleted in its entirety and replaced with the following:

Section 4.01 Term

The term of this Agreement shall commence on October 1, 2024 and shall terminate on September 30, 2034, subject to the earlier termination provisions of Article 13.

- b. Section 4.02 Effectiveness is deleted in its entirety and replaced with the following:

Section 4.02 Effectiveness

This Agreement shall be effective on October 1, 2024.

V. ARTICLE 5 RENTALS AND FEES

- a. Section 5.03 Preferential Apron Areas is deleted in its entirety.

- b. Section 5.05 Non-Preferential Gate Use Fee, the word "apron" is replaced with the defined term "Airfield Area".

- c. Section 5.07 Time and Place of Payments, the words "and Preferential Apron Area Rentals" are deleted.

VI. ARTICLE 6 RECALCULATION OF RENTALS AND FEES

- a. Section 6.05 Calculation of Preferential Apron Area Fee is deleted in its entirety.

- b. Section 6.06 Calculation of Signatory Airline Landing Fee Rate, is deleted in its entirety and replaced with the following:

Section 6.06. Calculation of Signatory Airline Landing Fee Rate

The Landing Fee rate shall be calculated and adjusted annually in the following manner.

- A. Each year Authority shall calculate total Airfield Area Costs for the succeeding Fiscal Year by totaling the following amounts, as set forth in the Annual Budget:

1. The total of the direct and indirect estimated Operation and Maintenance Expenses allocable to the Airfield Area.
2. An amount equal to the Annual Debt Serviceplus coverage, if any, allocable to the Airfield Area.
3. The amount of any required deposits to any reserve accounts allocable to the Airfield Area.

- B. To determine the Signatory Airline Airfield Area Requirement, Total Airfield Area Costs for the succeeding Fiscal Year shall be reduced by the sum of:

1. Landing fees paid by non-signatory airlines,
2. Fuel flowage fees paid by general aviation users of the Airfield Area,

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3. Any other rentals and fees paid by Airport users for the use of the Airfield Area, and
4. Up to fifty percent (50%) of the net revenue generated in the Terminal Area cost center, but in no event shall the resulting Signatory Landing Fee Rate in any year be less than the Minimum Signatory Landing Fee Rate. If the calculated Signatory Landing Fee Rate is less than the Minimum Signatory Landing Fee Rate, then the amount of net revenue generated in the Terminal Area cost center used to reduce the Signatory Airline Airfield Area Requirement will be reduced until the calculated rate is equal to the Minimum Signatory Landing Fee Rate, with any excess amount being deposited to the Authority General Purposes Account.

C. The Signatory Landing Fee Rate for the succeeding Fiscal Year shall be calculated by dividing the Signatory Airline Airfield Area Requirement by the Total Landed Weight of all Signatory Airlines at the Airport, as projected by Authority, for the succeeding Fiscal Year.

D. For the purposes of Section 6.06.B.3 above, the "net revenue of the Terminal Area" shall be the total revenue of the Terminal Area less allocable Operation & Maintenance Expenses, Debt Service, if any, and amounts required to replenish reserve funds.

E. During the term of this Agreement, the Signatory Landing Fee rate shall comply with FAA Order 5190.6B.

- c. Section 6.08 Mid-Year Rate Adjustments, the words "Terminal Apron" and "the Preferential Apron Area Rental Rate" are deleted.
- d. Section 6.09.A Year-End Adjustment to Actual and Settlement, the words "the Preferential Apron Area Fee Rate" are deleted.

VII. ARTICLE 8 CAPITAL IMPROVEMENTS

- a. Section 8.02.B Airline Approvals, the words "and Preferential Apron Area Fees" are deleted.
- b. Section 8.02.C Airline Approvals is deleted in its entirety and replaced with the following:

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Section 8.02.C Airline Approvals If concurrence for a Capital Improvement requiring concurrence is specifically withheld following the first consultation, Authority shall have the option to consult with the Signatory Airlines a second time. Upon notice by the Authority, the second consultation shall occur within thirty (30) days after the receipt of notice of non-concurrence from Signatory Airlines. During the second consultation, the Authority shall respond to questions raised during the first consultation and shall ask for reconsideration of the Capital Improvement. Upon reconsideration, the proposed Capital Improvement shall be deemed concurred with unless, within thirty (30) days after such second consultation, concurrence is specifically withheld, in writing, by at least sixty-seven percent (67%) of all Signatory Airlines, paying more than sixty-seven percent (67%) of the Terminal Building Rentals and Landing Fees, as a whole.

- c. Section 8.03.A Approved Capital Improvements, the period "2015-2018" is replaced with "2023-2027".
- d. Section 8.03.B Approved Capital Improvements, the words "Preferential Apron Area Fees" are deleted.
- e. Section 8.03.C Approved Capital Improvements, the words "Apron Area" are deleted.

VIII. ARTICLE 9 OBLIGATIONS OF AIRLINE

- a. Section 9.01.B Maintenance of Apron Area, is deleted in its entirety.

IX. ARTICLE 10 OBLIGATIONS OF AUTHORITY

- a. Section 10.02 Access to Terminal Building Premises, the word "Apron" is deleted and replaced with "Airfield".
- b. Section 10.04 Maintenance of Airport System, the words "Apron Area" are deleted.

X. ARTICLE 12 DAMAGE OR DESTRUCTION, INSURANCE, AND INDEMNIFICATION

- a. Section 12.02 Insurance is deleted in its entirety and replaced with the following:

Section 12.02 Insurance

A. Requirements Subject to Revision. Except to the extent the Authority, in its sole discretion, otherwise agrees to the contrary, each Airline shall provide, pay for, and maintain the types and amounts of insurance described herein, or as may be updated or modified in the Authority Policies and Procedures. All such insurance shall be issued by insurers which are eligible to do business in the State of Florida or, if permitted by applicable law, otherwise approved by the Authority. The insurance requirements set forth in this Agreement shall further be subject to revision by the Authority. In addition, all such insurers shall have and maintain evidence of financial integrity and responsibility reasonably acceptable to the Authority.

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B. Additional Insured Certificates. The Airline shall provide to the Authority endorsed Additional Insured Certificates. The insurance coverage and limits required shall be evidenced by properly executed certificates of insurance. These certificates shall be signed by the authorized representative of the insurance company shown on the certificate and will show all deductibles or self-insurance retentions. The Airline liability/commercial general liability primary and excess coverage insurance policies shall be endorsed to name the Authority, members of its governing body, and their officers, employees, and agents, as Additional Insureds. In addition, certified, true, and exact copies of all insurance policies shall be made available to the Authority for review at an Airline's headquarters, on a timely basis, if requested by the Authority.

C. Primary Coverage Required. All required insurance of each Airline shall be primary to any insurance or self-insurance program of the Authority. In addition, any insurance, or self-insurance maintained by the Authority shall be excess of, and shall not contribute with, the insurance provided by Airline.

D. Acceptance by Authority. The acceptance of delivery to the Authority of any certificate of insurance evidencing the insurance coverages and limits required does not constitute approval or acceptance by the Authority that the insurance requirements herein have been met.

E. Prerequisite Requirement. All insurance requirements set forth in this Agreement are a prerequisite to Airline's use and occupancy of the Airfield Area and the Terminal Building. No Airline may conduct operations at the Airport unless and until the required certificates of insurance are in effect and approved by the Authority.

F. Airline's Program of Insurance. The insurance coverages and limits required of Airline are designed to meet the minimum requirements of the Authority. They are not designed as a recommended insurance program for any Airline. Each Airline is responsible for insuring its real and personal property located at the Airport. Each Airline, alone, shall be responsible for the sufficiency of its own insurance program. Should an Airline have any question concerning its exposures to loss, or the possible insurance coverages needed therefor, it should seek professional advice.

G. Notice of Change in Coverage. An Airline shall give, or cause its insurance representative to give, the Authority no less than thirty (30) days prior written notice, seven (7) days in the case of war risk, by registered or certified mail regarding any cancellation, intent not to renew, or material reduction in any policy's coverage initiated by such Airline or its insurance provider.

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H. Renewal Certificates. Renewal Certificates of Insurance must be provided to the Authority as soon as practical but in every instance prior to expiration of current coverages. Should at any time an Airline not, in the opinion of the Authority, provide or maintain the insurance coverages required, the Authority may terminate or suspend operation of such Airline's Air Transportation Business at the Airport.

I. Minimum Requirements. Except to the extent updated or modified by the Authority's Policies and Procedures, the amounts and types of insurance shall conform to the following minimum requirements:

Workers Compensation and Employer's Liability Insurance. Workers Compensation and Employer's Liability Insurance shall be maintained in force by each Airline for all employees engaged in the operations on the Airport. The limits of coverage shall not be less than:

Workers' Compensation Florida Statutory Employer's Liability \$1,000,000 Limit Each Accident \$1,000,000 Limit Disease Aggregate \$1,000,000 Limit Disease Each Employee.

Airline Liability Insurance/Commercial General Liability Insurance. Airline Liability Insurance/Commercial General Liability Insurance shall be maintained by each Airline and shall include, but not be limited to, Premises and Operations, Personal Injury, Contractual Liability, Products and Completed Operations Coverage, Hangarkeepers, Liquor Liability, Terrorism or War Risk and Allied Perils (to the extent available from, or subsidized by, the federal government), and Environmental Liability. Coverage shall be applicable to the operation of all owned, non-owned, leased or hired, licensed and unlicensed motor vehicles and ground equipment operating within the Aircraft Operations Area (AOA) at the Airport. The limits of coverage shall not be less than: Bodily & Personal Injury \$200,000,000 & Property Damage Liability Each Occurrence & Aggregate, with no less than \$25,000,000 sublimit for Personal Injury to non-passengers.

Sublimits to be provided through the Airline Liability or separate policy:

Liquor Liability Insurance. Liquor Liability Insurance shall be maintained for any facility of an Airline serving alcoholic beverages on the Airport in an amount not less than \$1,000,000 per occurrence.

Hangarkeepers Liability Insurance. Hangarkeepers Liability Insurance shall be maintained in an amount adequate to cover any non-owned property in the care, custody, and control of an Airline on the Airport, but in any event in an amount not less than \$5,000,000 per occurrence.

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Motor Vehicle Liability Insurance. Motor Vehicle Liability Insurance shall be maintained to cover all licensed and unlicensed motor vehicles and ground equipment owned, non-owned, or hired by an Airline which are operated in the Aircraft Operations Area (AOA) in an amount not less than \$5,000,000 per person and per occurrence.

Terrorism or War Risk and Allied Perils Insurance. Terrorism or War Risk and Allied Perils Insurance shall be maintained to the extent available from, or subsidized by, the federal government in an amount not less than \$50,000,000.

Environmental Liability Insurance. Environmental Liability Insurance shall be maintained in an amount not less than \$10,000,000 for sudden and accidental pollution, or, to the extent not prohibited by any applicable law, an Airline may provide for reasonable limits of self-insurance against environmental liability risks. All amounts paid to the Authority by an Airline on account of any self-insurance program shall be deemed insurance proceeds. To the extent an Airline self-insures as to environmental liability, the protections afforded the Authority by such Airline shall be the same as if insurance were provided by a third-party insurer, and such Airline shall have all the obligations and liabilities of a third-party insurer hereunder (e.g., obligation to provide a defense).

Aircraft Liability Insurance. Aircraft Liability Insurance shall be maintained by each Airline for all owned, non-owned, leased or hired aircraft, including passenger coverage. The limits of coverage shall not be less than:

Bodily & Personal Injury	\$200,000,000
& Property Damage Liability	Each Occurrence & Aggregate, with no less than \$25,000,000 sublimit for Personal Injury to non-passengers

Business Automobile Insurance. Business Automobile Insurance shall be maintained by each Airline as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles. The limits of coverage shall not be less than:

Bodily & Personal Liability	\$1,000,000 Combined Single Limit & property Damage Liability Each Occurrence
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Umbrella Liability Insurance or Excess Liability Insurance. Umbrella Liability Insurance or Excess Liability Insurance may be used to reach the limits of liability required by this Article.

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J. Waiver of Subrogation. Airline agrees to a Waiver of Subrogation in favor of the Authority for each policy required to be maintained by Airline pursuant to or in connection with this Agreement. 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, Airline 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 Airline enter into such an agreement on a pre-loss basis.

~~b. Section 12.03 Indemnification is deleted in its entirety and replaced with the following:~~

~~Section 12.03 Indemnification~~

~~A. Each Airline shall, as a condition of operating at the Airport, protect, defend, reimburse, indemnify and hold each of the Authority, its respective agents, employees, board members and elected officers, hereinafter collectively referred to as "Authority Indemnitee," free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages, including actually incurred reasonable attorney's fees and appellate cost, and causes of action of every kind and character, whether or not meritorious, including but not limited to, claims or damages relating to any damage to property, including but not limited to, any environmental damage, personal injury, or bodily injury, including death, incurred or sustained by any person or organization, including, but not limited to, by an Authority Indemnitee, against or incurred by any Authority Indemnitee and arising out of, or incident to, or in connection with, (i) such Airline's use, operation, maintenance or occupancy of the Airfield Area and Terminal Building Premises; or (ii) the operation of such Airline's Air Transportation business, including the use or access by such Airline's ticketed passengers of the Airport; (iii) the performance, nonperformance or purported performance of such Airline; or (iv) any breach by such Airline of the terms of this Agreement between the Authority and the Airline; provided, however, nothing contained in this Section shall require indemnification by an Airline of an Authority Indemnitee from or against any loss, liability or claim to the extent arising from the gross negligence or willful misconduct of the Authority Indemnitee or the gross negligence or willful misconduct of any third party not contractually related to Airline or not acting on behalf of Airline. Airline also agrees to hold Authority and Authority Indemnitee harmless from any claims for damage of any type, including consequential loss of use thereof, to any aviation or ground equipment, materials, supplies, machinery, tools or related items belonging to Airline, its subcontractors or suppliers, except to the extent such damage is caused by the fault or negligence of the Authority, its agents, or employees or any and all persons who are not Airline's employees, contractors, subcontractors, suppliers and/or invitees.~~

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~~B. Upon the filing by anyone of a claim with the Authority for damages arising out of incidents for which an Airline must indemnify and hold the Authority or another Authority Indemnitee harmless, the Authority shall promptly notify such Airline of such claim and, in the event that such Airline does not settle or compromise such claim, then such Airline shall undertake the legal defense of such claim both on behalf of such Airline and on behalf of each involved Authority Indemnitee. It is specifically agreed, however, that in the event of any conflict between an Authority Indemnitee, including the Authority, and the indemnifying Airline, an Authority Indemnitee may, at its option, provide its own legal defense and such Airline will promptly reimburse any such Authority Indemnitee for the reasonable cost thereof, including attorney's fees, incurred by or on behalf of the Authority Indemnitee in the legal defense of such claim.~~

~~C. The obligation of each Airline to indemnify an Authority Indemnitee is not intended to waive any sovereign immunity otherwise applicable to an Authority Indemnitee.~~

~~D. Each Airline's indemnity obligation shall survive the termination of this Agreement and an Airline's use of the Airport for its Air Transportation business. Compliance with the insurance requirements of this Article shall not relieve an Airline of, or otherwise limit, an Airline's obligation to indemnify an Authority Indemnitee as set forth in this Article.~~

XI. ARTICLE 18 MISCELLANEOUS

a. The following sentence is added to Article 18 Miscellaneous:

Section 18.07. Updates for As-Built Drawings

The Airline and Authority acknowledge and agree that Exhibit A, Exhibit B, Exhibit C, and Exhibit G of this Agreement will be revised, without the need for a formal amendment to this Agreement, to reflect as-built or updated drawings as reasonably determined by the Authority, when such drawings are available.

XII. EXHIBITS

- a. Exhibit A is deleted in its entirety and replaced with the new Exhibit A attached to this Amendment.
- b. Exhibit B is deleted in its entirety and replaced with the new Exhibit B attached to this Amendment.
- c. Exhibit C is deleted in its entirety and replaced with the new Exhibit C attached to this Amendment.
- d. Exhibit D is deleted in its entirety and replaced with the new Exhibit D attached to this Amendment.
- e. Exhibit E is deleted in its entirety and replaced with the new Exhibit E attached to this Amendment.
- f. Exhibit F is deleted in its entirety and replaced with the new Exhibit F attached to this Amendment.

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- XIII. Binding Nature. This Amendment shall be deemed a part of the Agreement. The provisions of this Amendment shall be binding upon, and inure to the benefit of, the respective successors and assigns, including without limitation, any receiver, debtor in possession or trustee in bankruptcy, of Airline and Authority.
- XIV. Conflict of Inconsistency. In the event of any conflict or inconsistency between the terms and provisions contained in the Agreement and the terms and provisions contained in this Amendment, the terms and provisions of this Amendment shall govern and prevail to the extent necessary to resolve such conflict or inconsistency. All other terms and provisions as set forth in the Agreement shall remain in full force and effect.
- XV. Counterparts. This Amendment may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.
- XVI. Miscellaneous. This Amendment shall be deemed to have been negotiated and made in and shall be governed and interpreted under the laws of the State of Florida. This Amendment shall be subject to the dispute resolution, remedies, and jurisdictional provisions of the Agreement.
- XVII. IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Approved as to Form and Legal Sufficiency for Authority:	SARASOTA MANATEE AIRPORT AUTHORITY, an Independent Special District, under the Laws of the State of Florida.
Signature _____	Signature _____
Name _____	Name _____
Title _____	Title _____
Date _____	Date _____

Signed in the Presence of a Witness for Airline:	AIRLINE: _____
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Signature _____	Signature _____
Name _____	Name _____
Title _____	Title _____
Date _____	Date _____

AGENDA ITEM NO. 6.1

SARASOTA MANATEE AIRPORT AUTHORITY
MARCH 25, 2024, MEETING
STAFF NARRATIVE

REQUEST FOR APPROVAL: B-240002. B-240004

GROUND BOARDING EQUIPMENT FOR GBF

EXECUTIVE SUMMARY: Staff requests authorization from the Board to approve a contract award for new Ground Boarding Equipment for the new Ground Boarding Facility. Included in this purchase are Aircraft ADA Passenger Ramps and new state of the art Electric Combination PCA/GPU units needed for each new gate.

NARRATIVE: Allegiant Airlines has committed to lease all five gates at the new Ground Boarding Facility. As part of the agreement with Allegiant the airport is required to secure ground boarding and ground power equipment in consultation with Allegiant to ensure compatibility. The Purchasing Department is requesting Board Authorization to allow the President and Chief Executive Officer to execute the contracts for Ground Boarding Equipment. Staff assembled proposal packages for each type of equipment which will meet the needed specification requirements of our current Airlines.

In accordance with Authority policy, a Request for Bids B-240002 Aircraft ADA Ramps and B-240004 PCA/GPU Equipment were publicly noticed through the Bradenton Herald and Sarasota Herald Tribune. The Proposals were distributed on February 09, 2024, through Onvia/DemandStar. Bid packages were received on February 29, 2024, and reviewed by Operations, Airlines, and Purchasing to ensure they meet the needed specifications for aircraft being serviced at these new gates.

Staff is requesting to award the Aircraft ADA Ramps to Timberline GSE Inc., as the most responsive, responsible bidder, meeting all specification requirements. The total cost for the six (6) units is \$529,725.00.

Staff is also requesting to award the Combination PCA/GPU Equipment to ITW GSE Inc. as the most responsive, responsible bidder, meeting all specification requirements. The total cost of the six (6) units is \$927,660.00. As Airports and Airlines move away from diesel powered equipment, these new portable electric combination units are more cost effective and environmentally friendly to operate.

The Authority has also applied to the FAA and FDOT for additional grant funding for this equipment as part of the GBF project.

RECOMMENDATION: It is hereby recommended that the Sarasota Manatee Airport Authority Board authorize the President and Chief Executive Officer to execute the contract awards for Ground Boarding Equipment for a total of \$1,457,385, and request authorization for the President and Chief Executive Officer to execute the contracts and prepare any and all documents necessary to implement this action.

AGENDA ITEM NO. 6.2

SARASOTA MANATEE AIRPORT AUTHORITY
MARCH 25, 2024 MEETING
STAFF NARRATIVE

**REQUEST FOR APPROVAL: INCREASE CONTRACT SCOPE FOR CONSTRUCTION OF BAGGAGE
HANDLING SYSTEM PROJECT WITH ARCHER WESTERN CONSTRUCTION**

EXECUTIVE SUMMARY: Staff requests authorization from the Board to approve an increase in contract scope for the Baggage Handling System Project with Archer Western Construction. The additional scope will add a runout pier for bags that do not read properly. The runout pier was requested by airline station managers to improve handling of their bags. The runout pier design will reduce the risk of missing passenger bags.

NARRATIVE: At the May 2022 Board meeting, the Authority awarded the low responsive bidder, Archer Western Construction, Inc., a contract to replace the existing three mini-inline bag handling system with one fully integrated Bag Handling System (BHS).

In this change order request, staff are requesting an increase in scope to the Archer Western Construction contract to add an additional conveyor line to operate as a runout pier. The runout pier will receive all bags that are not properly scanned by the BHS sensors, therefore creating a misread. These misread bags will be diverted to the runout pier instead of being routed to the last makeup unit. The runout pier will notify the airlines physically and with alerting lights when bags are diverted to it. The runout pier will improve operations for airlines and the ground crews, reducing the risk of missing passenger bags. This change was recommended by the airline's ground crews and managers.

Staff are requesting an increase to Archer Western's contract of \$768,496.99 and 56-calendar days. The project is funded with TSA, FDOT, and Authority funds, it is anticipated FDOT will provide 50-percent towards this additional scope.

RECOMMENDATION: It is hereby recommended that the Sarasota Manatee Airport Authority approve the increase in contract scope and fee of \$768,496.99 with Archer Western Construction with an additional 56-calendar days. Staff also request authorization to prepare all documents necessary to implement this action.

ATTACHMENTS: Contract Change Order

**SARASOTA BRADENTON INTERNATIONAL AIRPORT
SARASOTA MANATEE AIRPORT AUTHORITY
6000 AIRPORT CIRCLE
SARASOTA, FLORIDA 34243**



Project Title: Baggage Handling System Project		Date Prepared: March 18, 2024		
Project Description: Update and replace baggage handling and checked baggage inspection system.		TSA OTA No. 70T04022T762N011		
		FDOT Fin. Proj. No. 446357-1-94-01		
Contractor: Archer-Western Construction, LLC Address: 929 West Adams Street Chicago, IL 60607		G.L. Acct. No. 18042-00-000		
		Change Order # 27		
ORIGINAL CONTRACT AMOUNT:		\$	41,861,000.00	
COST OF PREVIOUS CHANGE ORDERS:		\$	1,291,160.75	
COST OF THIS CHANGE ORDER		\$	768,497.00	
REVISED CONTRACT AMOUNT:		\$	43,920,657.75	
DESCRIPTION OF CHANGE		QUANTITY	UNIT PRICE	TOTAL AMOUNT
Per attached detail:				
Scope Change #049 – Addition of No-Read Sort Pier				
Engineering, material and labor to add Sort Pier (ASI)		1 LS	573,474.00	\$573,474.00
Fireproofing Patching (metal lath & spray on)		1 LS	14,580.00	\$14,580.00
Extended General Conditions for 8 weeks (AWC)		1 LS	124,486.00	\$124,486.00
		Subtotal:		\$712,540.00
		Profit:		\$44,890.00
		Subtotal:		\$757,430.00
		AWC Bond, GL and BR Insurance:		\$11,067.00
		Change Order Total:		\$768,497.00
Reason for Change Order: Change order due to Owner's request.				
Subject to the conditions set forth below, an equitable adjustment is established as follows:				
The contract price is ...		The contract time to complete work is ...		
Not changed.		Not changed.		
X	Increased	X	Increased-56 Days	
The foregoing is in accordance with your contract dated November 14, 2022 and as listed below:				
A. The aforementioned change and work affected thereby are subject to all contract stipulations and covenants.				
B. The rights of the Owner are not prejudiced; and				
C. All claims against the Owner which are incidental to or as a consequence of the aforementioned change are satisfied.				
SIGNATURE		TITLE		DATE
Owner Representative:		Chairman, SMAA		
Contractor		Archer-Western Construction		
Design Consultant		Vic Thompson Company		
TSA:				
FDOT (if applicable)				

DISTRIBUTION: Copy for Each Signatory Party, SMAA Finance, SMAA Project File



March 12, 2024

Mr. Kenneth Hinkle
Sarasota Manatee Airport Authority
6000 Airport Circle
Sarasota, FL 34243

Subject: Notice of Potential Change in Scope #049 – No Read Sort Pier

Dear Mr. Hinkle,

In accordance with the Project Manual Section 50-16 *Claims for Adjustment and Disputes*, Archer Western Construction (“AWC”) provides Sarasota Manatee Airport Authority (“SMAA”) with this Notice of Potential Change in Scope of Work for the SRQ Baggage Handling System (“BHS”)/ Checked Baggage Inspection System (“CBIS”) Consolidation Project.

SMAA has requested that AWC provide pricing for the addition of a sort pier in the current baggage makeup area to handle no read bags. This price is based on the design provided by VTC (attachment #1). It does not include the option to add a queue conveyor after CLM-21 as presented in RFI-144.

In an effort to minimize extension of the current completion date and reduce costs for extended general conditions associated with the schedule extension, ASI will mobilize an additional mechanical installation crew from Kansas City to begin this work concurrently with base scope work in phases 9 through 11. Remaining installation work will occur during phase 12 and 13 extending 8 weeks past the current February 21, 2025 project completion date. Completion of this work will be April 18, 2025. This also means that the new MU3 make-up unit will not go into service until after April 18, 2025.

The requested Change Order is in the amount of \$768,497.00. A detailed breakdown is provided in the attached cost estimate (attachment #2). The cost above is inclusive of labor, material, equipment, applicable taxes, general conditions, general requirements, and profit.

Please note there are no additional DBE opportunities associated with this scope of work.

AWC appreciates SMAA’s continued partnership for a successful turnover of the 5RQ BHS/CBIS Consolidation Project.

AWC reserves all rights and remedies under the contract.

Sincerely,

Ryan LeForce
Digitaly signed by Ryan LeForce
DN: C=US,
E=leforce@awcgroup.com,
O=Archer Western Construction,
CN=Ryan LeForce
Date: 2024.03.12.15:17:12-0500'

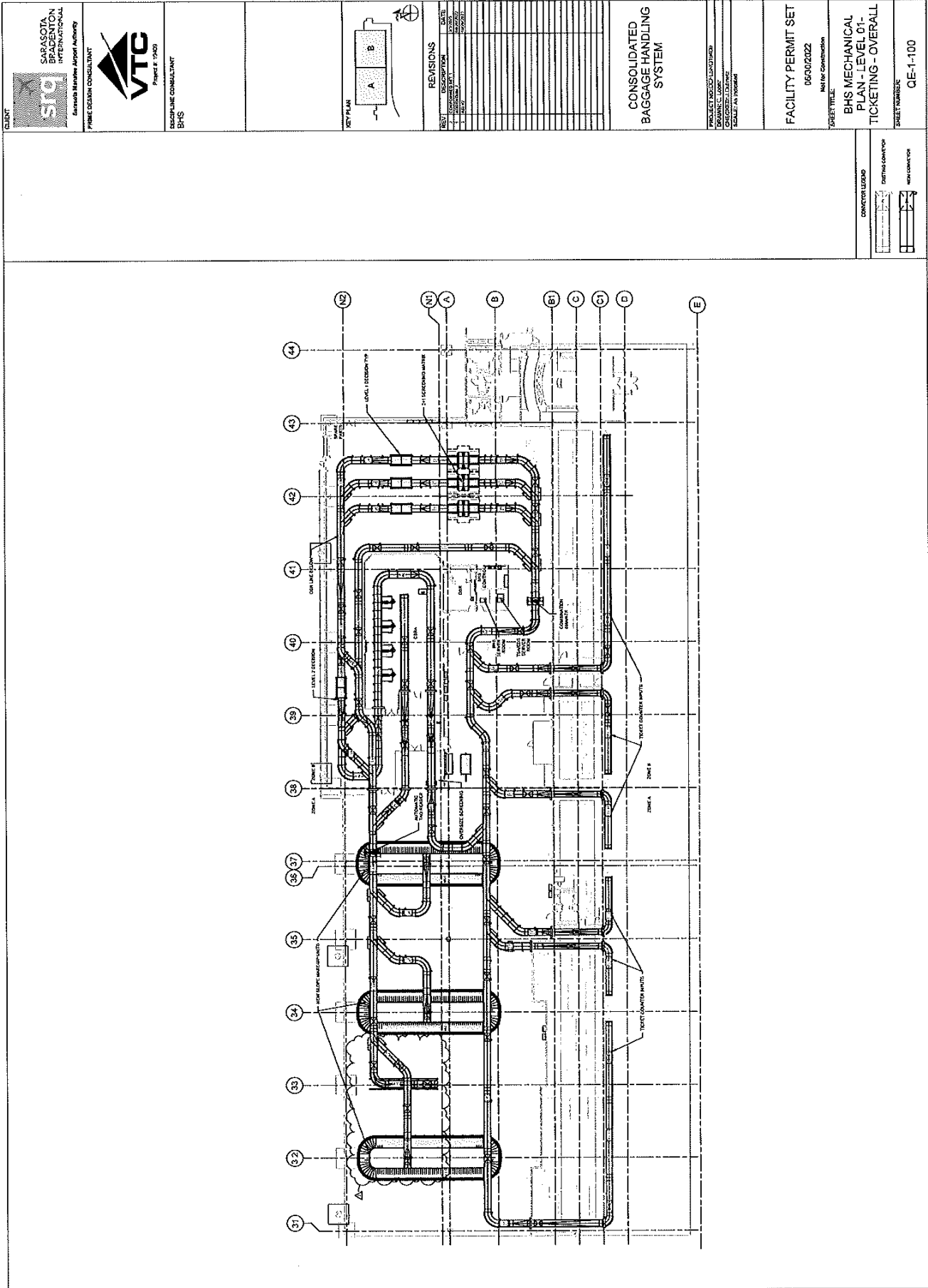


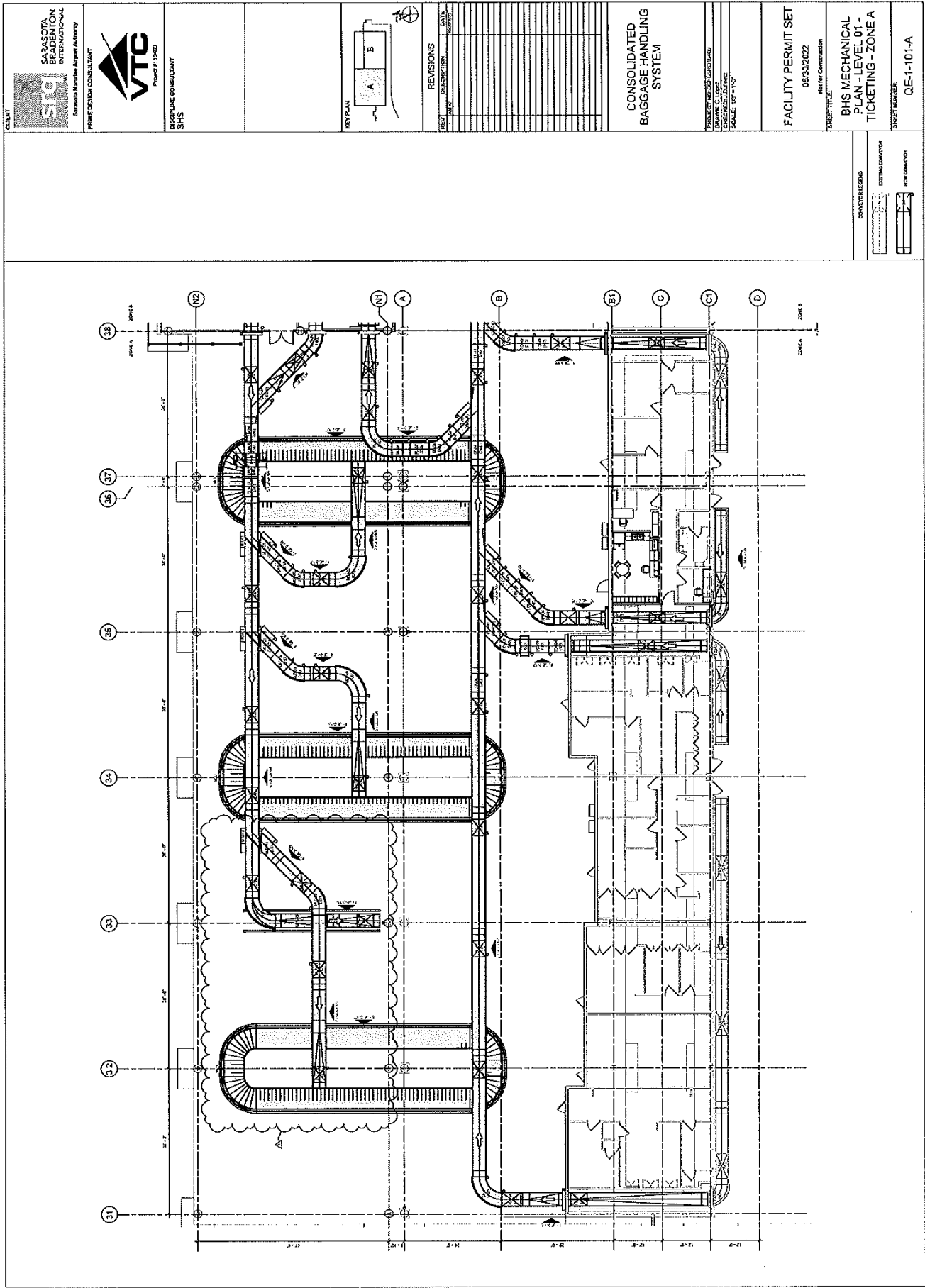
Ryan LeForce
BHS Project Manager
Archer Western Construction

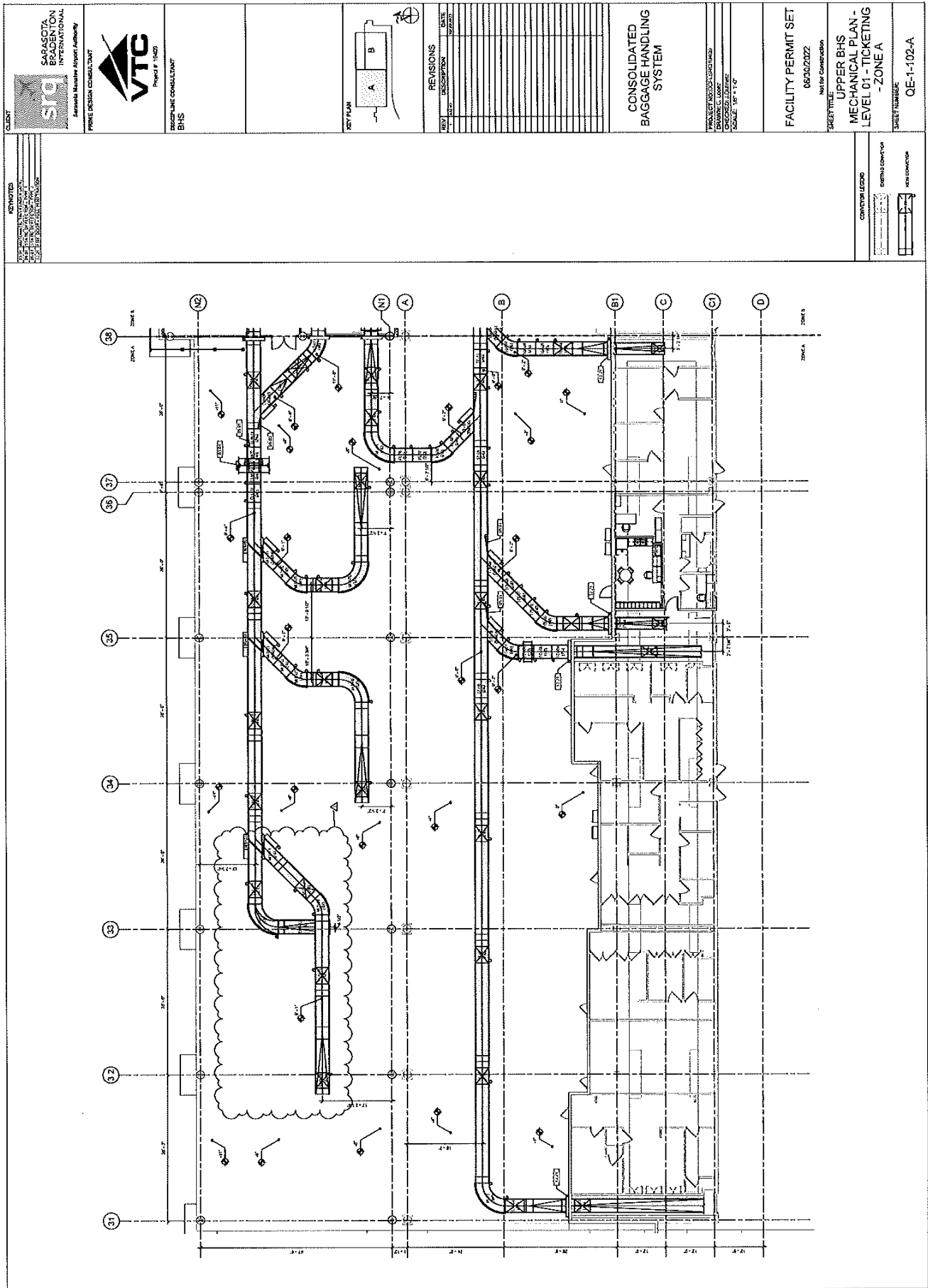
CC: Jay Rose, SMAA; Elisa Traub, SMAA; Chris Norton, VTC; Jimmy Dufinetz, VTC; Ferika Farooghi, VTC; Montserrat Ponce, AWC; Ian Avey, AWC; Michelle Martucci, AWC; Michael Hennessey, AWC; Kennia Reyes, AWC.

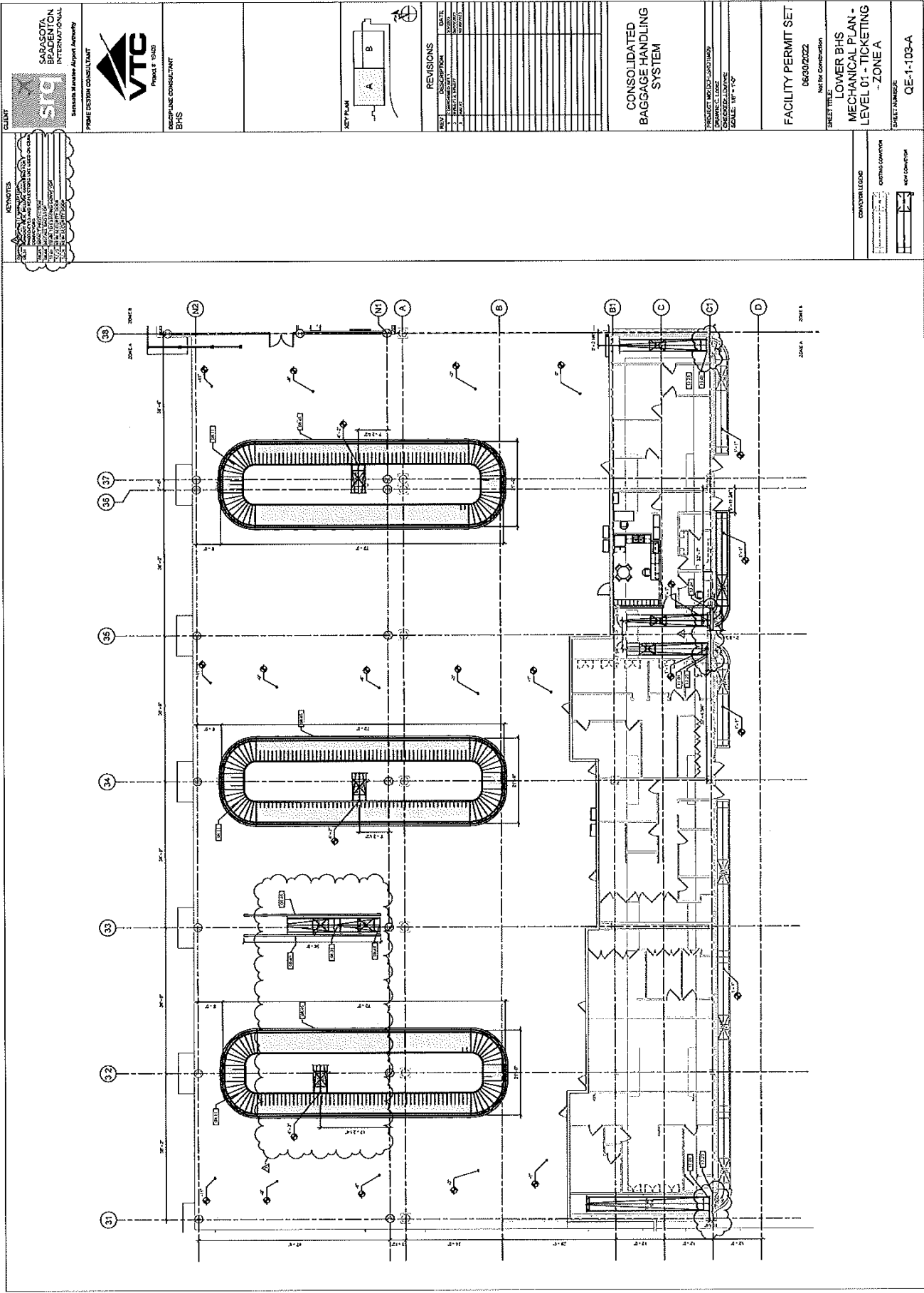
Attachments:

1. VTC Sort Pier Design
2. NCS-049 Cost Estimate
3. ASI quote









REVISIONS

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	06/30/2022
2	ISSUED FOR PERMIT	06/30/2022
3	ISSUED FOR PERMIT	06/30/2022
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CLIENT

SRQ
SARASOTA BRADENTON INTERNATIONAL
Sarasota-Manatee Airport Authority

PRIME DESIGN CONSULTANT

VTC
VOLUME TECH CONSULTANTS
Project 19-030

CLIENT

SRQ
SARASOTA BRADENTON INTERNATIONAL
Sarasota-Manatee Airport Authority

PRIME DESIGN CONSULTANT

VTC
VOLUME TECH CONSULTANTS
Project 19-030

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Project 19-030

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SARASOTA BRADENTON INTERNATIONAL
Sarasota-Manatee Airport Authority

PRIME DESIGN CONSULTANT

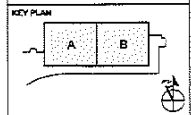
VTC
VOLUME TECH CONSULTANTS
Project 19-030

CLIENT
 SARASOTA BRADENTON INTERNATIONAL
 Sarasota Manatee Airport Authority

PRIME DESIGN CONSULTANT

 Project #: 19402

DISCIPLINE CONSULTANT
 BHS



REVISIONS

REV	DESCRIPTION	DATE
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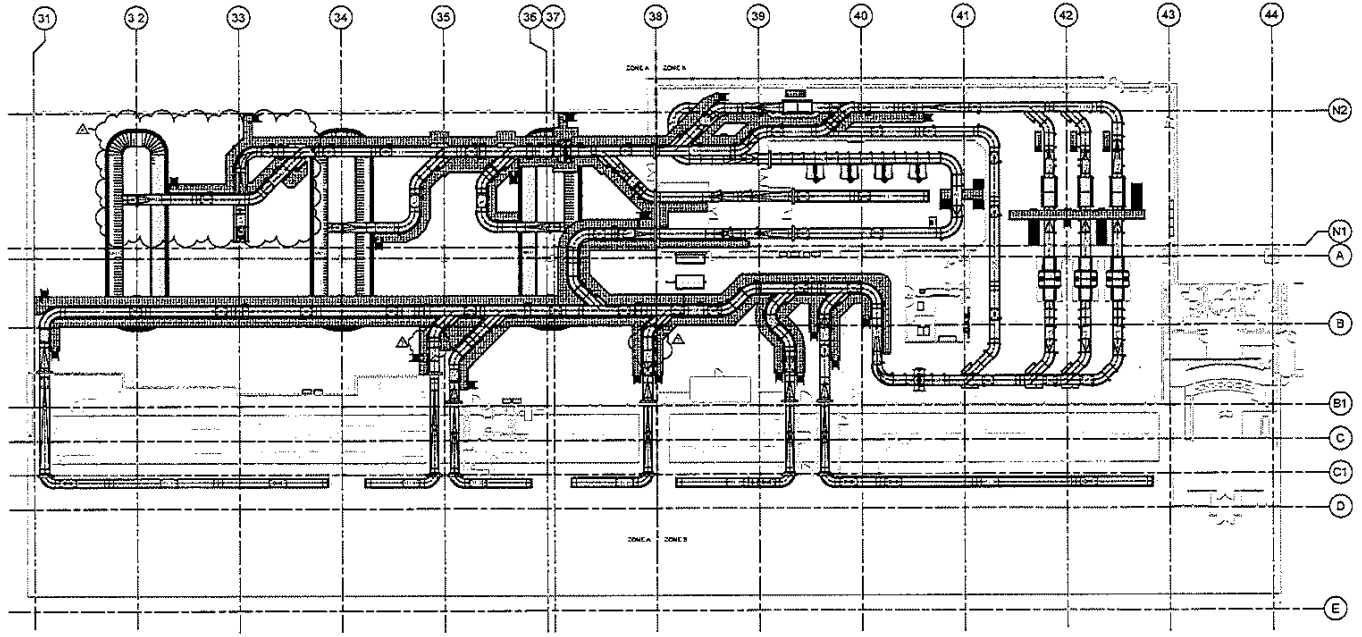
CONSOLIDATED BAGGAGE HANDLING SYSTEM

PROJECT INCLUDES (19402)
 DRAWING: C-10002
 CHECKED: J. QUINN
 SCALE: AS INDICATED









FACILITY PERMIT SET
 06/06/2022
 Not for Construction

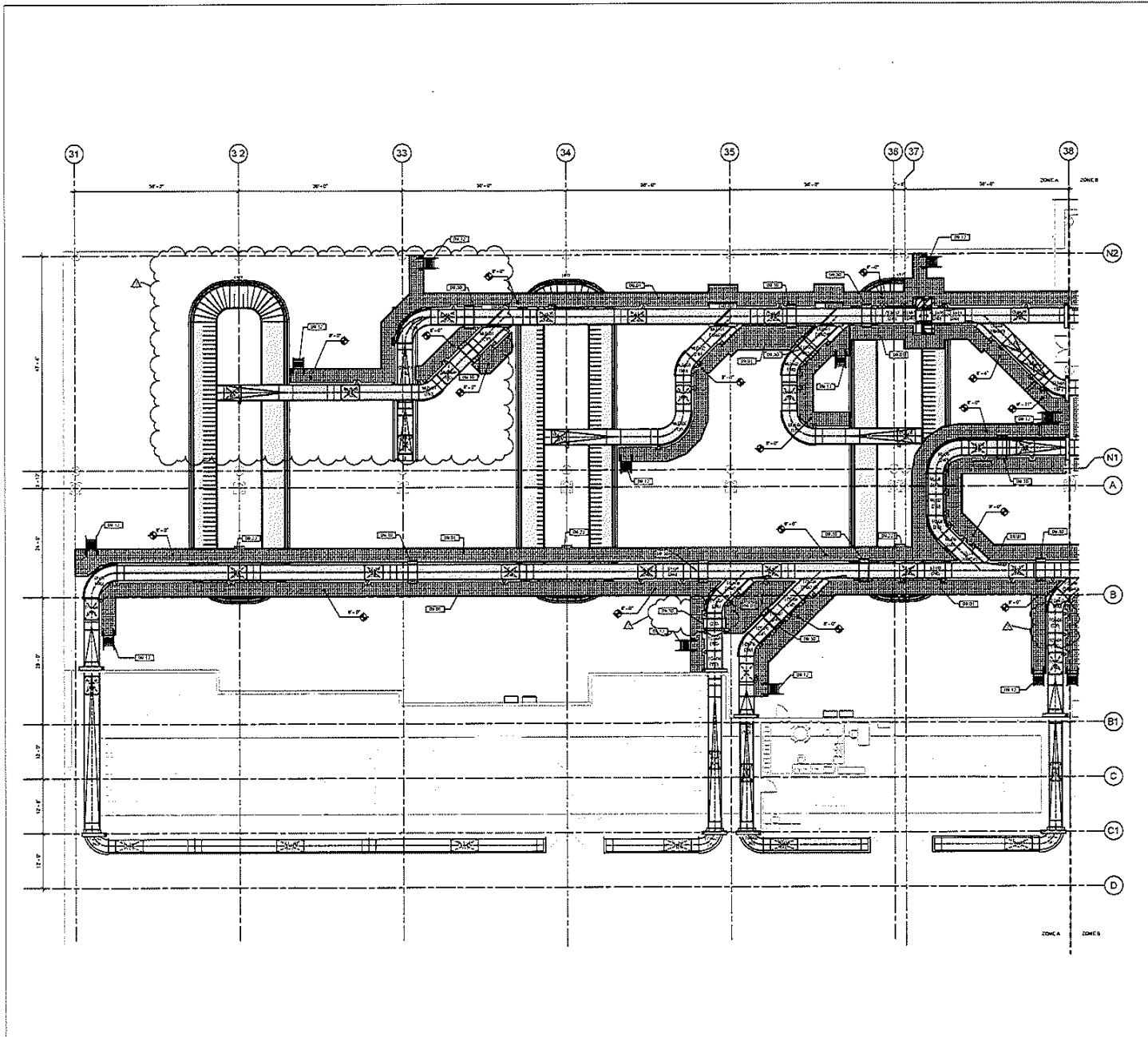
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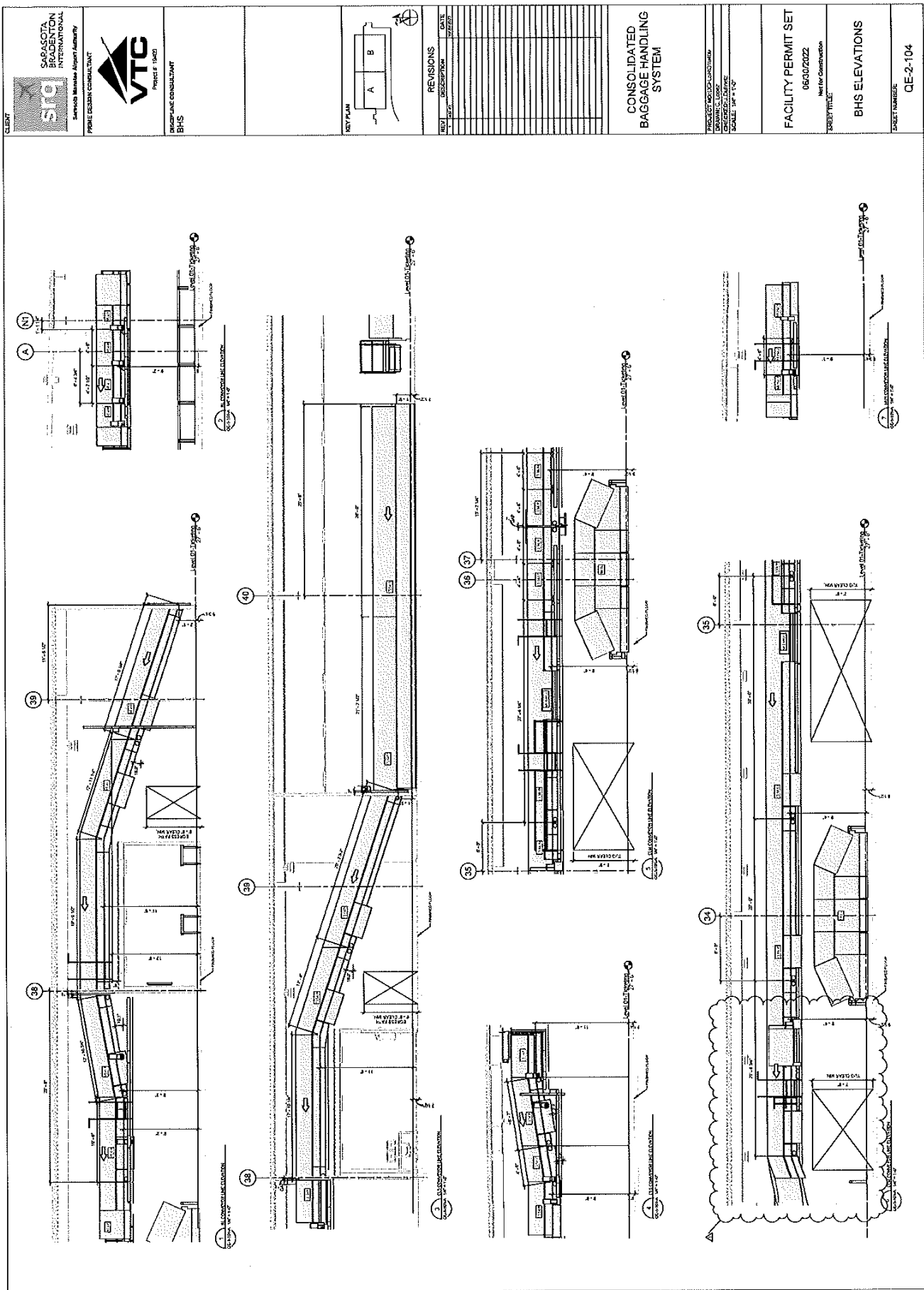




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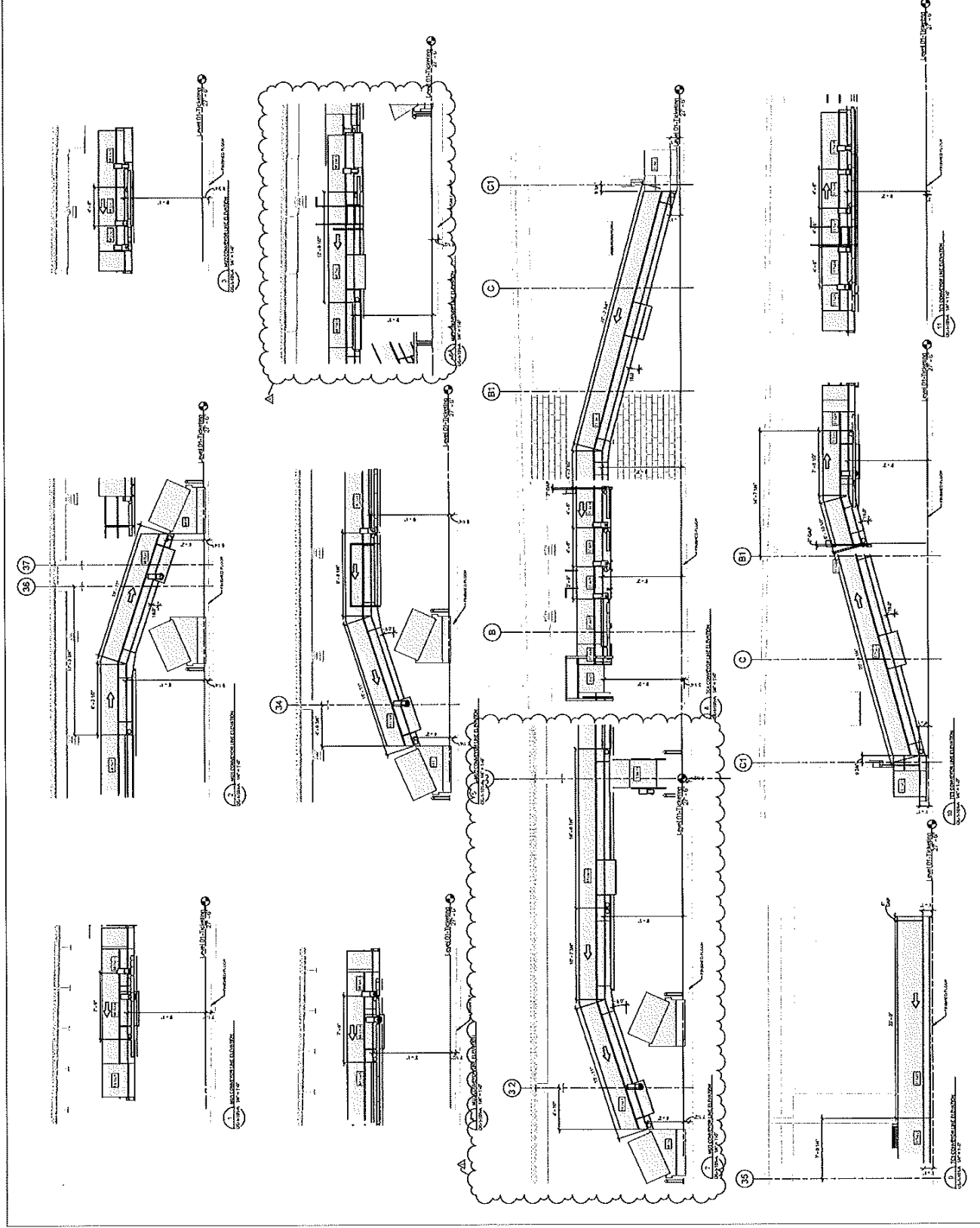
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	- RUNG LADDER
	- STAIRS LADDER
	- SHRINKDOWN LADDER
	- STAR
	- CROSSOVER
	- ROLLING PLATFORM
	- WALKWAY UNIT CROSSOVER



<p>KEYWORDS</p> <p>BHS BHS BHS BHS BHS</p>	<p>CLIENT</p> <p>srq SARASOTA BRADENTON INTERNATIONAL Sarasota Bradenton Airport Authority</p> <p>PRIME DESIGN CONSULTANT</p> <p>VTC Project #: 19420</p> <p>BASELINE CONSULTANT BHS</p>																																																															
<p>KEY PLAN</p>																																																																
<p>REVISIONS</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>REV</th> <th>DESCRIPTION</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>ISSUED FOR PERMIT</td> <td>05/30/2022</td> </tr> <tr> <td>2</td> <td>REVISIONS</td> <td></td> </tr> <tr> <td>3</td> <td>REVISIONS</td> <td></td> </tr> <tr> <td>4</td> <td>REVISIONS</td> <td></td> </tr> <tr> <td>5</td> <td>REVISIONS</td> <td></td> </tr> <tr> <td>6</td> <td>REVISIONS</td> <td></td> </tr> <tr> <td>7</td> <td>REVISIONS</td> <td></td> </tr> <tr> <td>8</td> <td>REVISIONS</td> <td></td> </tr> <tr> <td>9</td> <td>REVISIONS</td> <td></td> </tr> <tr> <td>10</td> <td>REVISIONS</td> <td></td> </tr> <tr> <td>11</td> <td>REVISIONS</td> <td></td> </tr> <tr> <td>12</td> <td>REVISIONS</td> <td></td> </tr> <tr> <td>13</td> <td>REVISIONS</td> <td></td> </tr> <tr> <td>14</td> <td>REVISIONS</td> <td></td> </tr> <tr> <td>15</td> <td>REVISIONS</td> <td></td> </tr> <tr> <td>16</td> <td>REVISIONS</td> <td></td> </tr> <tr> <td>17</td> <td>REVISIONS</td> <td></td> </tr> <tr> <td>18</td> <td>REVISIONS</td> <td></td> </tr> <tr> <td>19</td> <td>REVISIONS</td> <td></td> </tr> <tr> <td>20</td> <td>REVISIONS</td> <td></td> </tr> </tbody> </table>		REV	DESCRIPTION	DATE	1	ISSUED FOR PERMIT	05/30/2022	2	REVISIONS		3	REVISIONS		4	REVISIONS		5	REVISIONS		6	REVISIONS		7	REVISIONS		8	REVISIONS		9	REVISIONS		10	REVISIONS		11	REVISIONS		12	REVISIONS		13	REVISIONS		14	REVISIONS		15	REVISIONS		16	REVISIONS		17	REVISIONS		18	REVISIONS		19	REVISIONS		20	REVISIONS	
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 <p>SARASOTA BRADENTON INTERNATIONAL Sarasota-Mainland Airport Authority</p>	 <p>VTC PRIME DESIGN CONSULTANT</p>	<p>CLIENT SARASOTA BRADENTON INTERNATIONAL Sarasota-Mainland Airport Authority</p>	<p>PROJECT NAME CONSOLIDATED BAGGAGE HANDLING SYSTEM</p>	<p>PROJECT NO. 2023-0000000000 DRAWING NO. 23-0000000000 DATE 06/30/2023 SCALE 1/8" = 1'-0"</p>	<p>FACILITY PERMIT SET 06/30/2023 NOT FOR CONSTRUCTION</p>	<p>SHEET NUMBER CE-2-105</p>
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CLIENT: SARASOTA BRADENTON INTERNATIONAL Airport Master Airport Authority

VTC Prime Design Consultant

DESIGN LINE CONSULTANT

REVISED

KEY PLAN

REVISIONS

CONSOLIDATED BAGGAGE HANDLING SYSTEM

PROJECT NO. 2020-023520

DRAWING NO. 2020-023520

SCALE

FACILITY PERMIT SET

06/30/2022

NOT FOR CONSTRUCTION

SHEET TITLE: NEW CONVEYOR MANIFEST 1

SHEET NUMBER: QE-6-100

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PHASING NOTES - PHASE 13
 1. VERIFY APPROVALS FOR ALL WORK TO BE COMPLETED BEFORE COMMENCING WORK.
 2. INSTALL REPORT PER (SAR-2023)

CLIENT
 **SARASOTA BRADENTON INTERNATIONAL**
 Sarasota Manatee Airport Authority

PRIME DESIGN CONSULTANT

 Project # 19409

DISCIPLINE CONSULTANT
 BHS

KEY PLAN


REVISIONS

REV	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	06/30/2022
2	REVISED	07/20/2023

CONVEYOR LEGEND

	EXISTING CONVEYOR
	NEW CONVEYOR
	DISCONTINUED CONVEYOR

GC LEGEND

	PROPOSED WORK ZONE
	PROPOSED BAG STAGING AREA
	PROPOSED CART STAGING AREA
	TICKET COUNTER BELT CAN DO POC OR CRB
	TICKET COUNTER BELT CANNOT GO TO POC OR CRB
	CAMPY LOCATIONS

PORTERING LEGEND

	PROPOSED PORTERING ROUTE TO TEMPORARY SCREENING
	PROPOSED PORTERING ROUTE TO CRB ON AIRSIDE

*REPORT WILL PROVIDE PORTERING STAFF

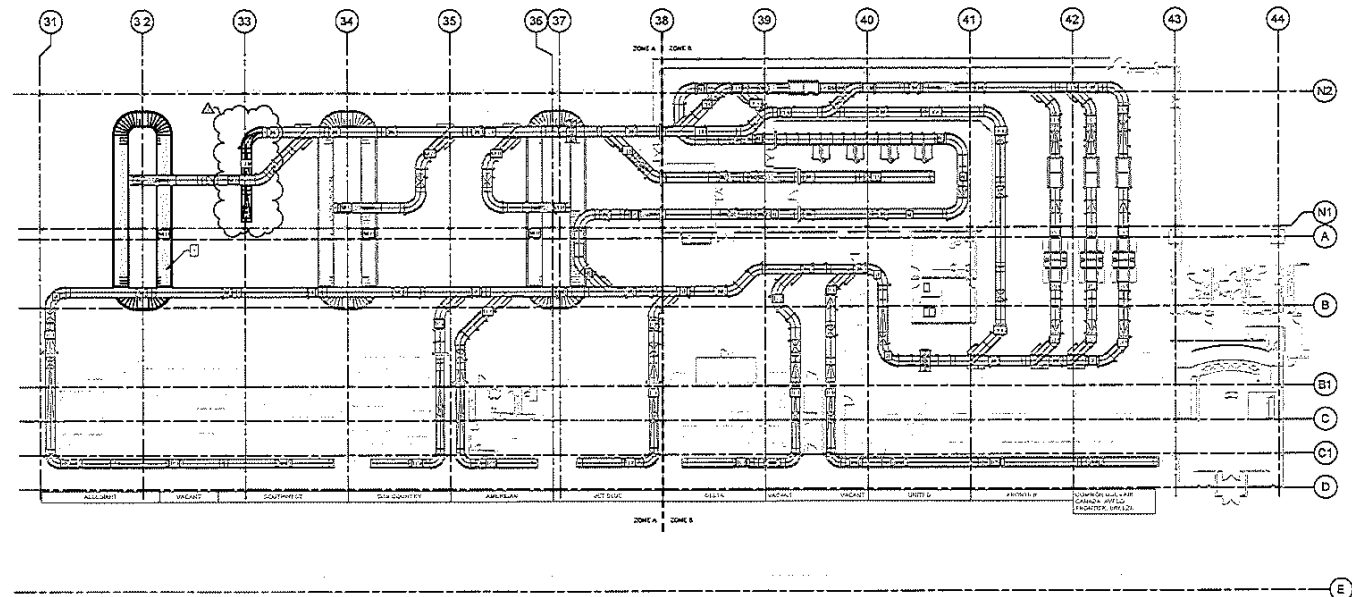
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 CHECKED BY: JAMES
 SCALE: AS SHOWN

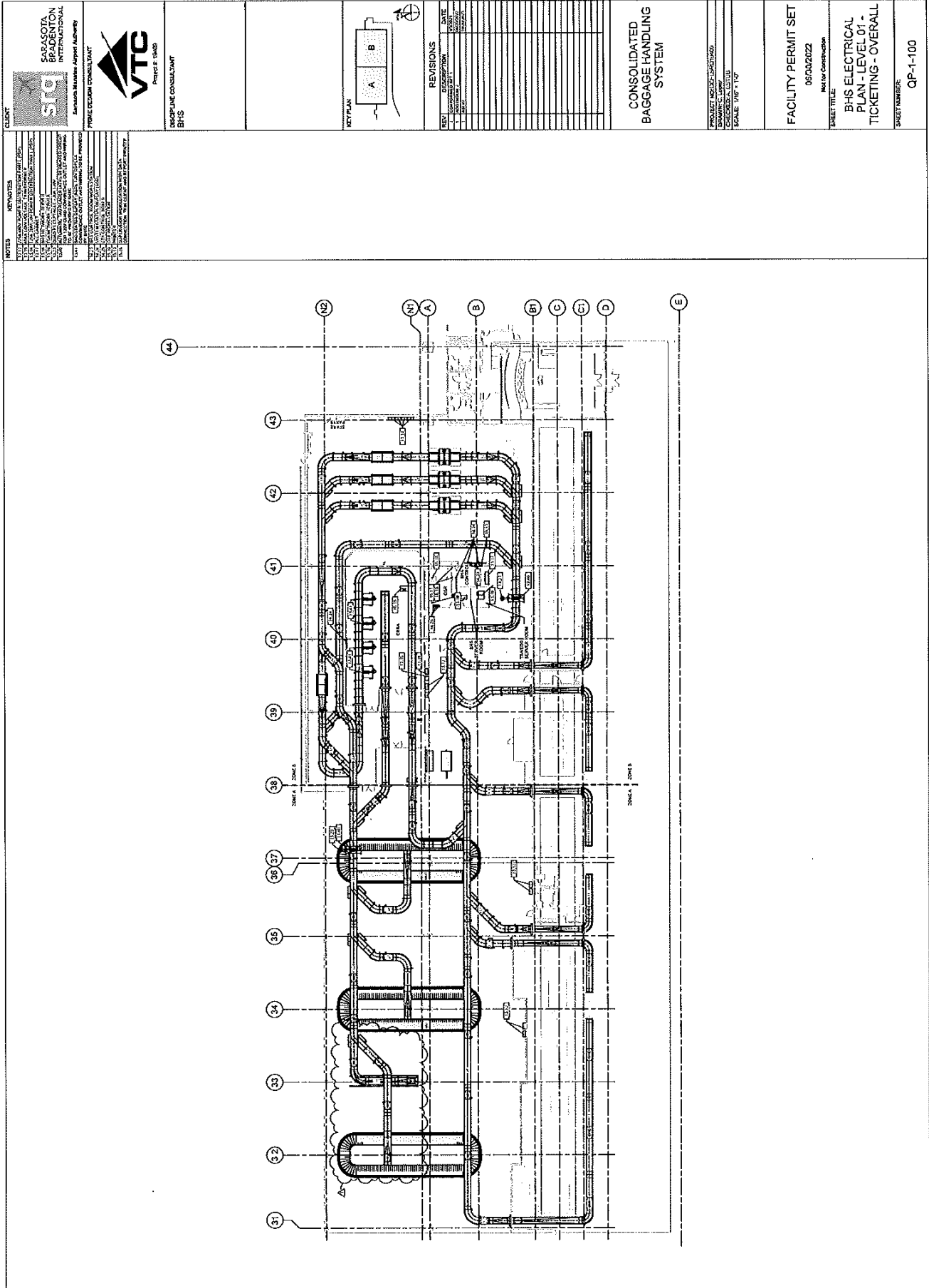
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 06/30/2022
 Not for Construction

SHEET TITLE:
 PHASING PLAN - PHASE 13 - LEVEL 01 - TICKETING - OVERALL

SHEET NUMBER:
 QE-8-112




1. QUALITY ASSURANCE PLAN PHASE 13 LEVEL 01 - TICKETING - OVERALL
 DATE: 06/30/2022 11:47



GENERAL NOTES


- THIS DOCUMENT IS TO BE APPLIED IN CONJUNCTION WITH THE FIELD INSTALLATION MANUAL (FIM) WHICH WILL BE SUPPLIED BY AGM&A. THE CONTRACTOR IS REQUIRED TO VERIFY THE EFFECTIVE IS DRAWING DATE TO THE MOST RECENT POWER SOURCE SPECIFICATIONS, WIRING DETAILS, MOTOR POWER DISTRIBUTION AND CONTROL POWER AS PER THE NEW SCHEMATIC.
- REFER THE DOCUMENT NAME TITLED "TOOWA BRIDGE OPERATIONS OF PERMIT FILE #19 FOR DESCRIPTION OF OPERATION."
- THE DRAWING DOES NOT DISPLAY ALL CONTROL STATION TRIPAL SIGNALS AS REQUIRED TO ALIGN WITH THE DRAWING TITLE CONTROL STATION TRIPAL (SUPPLIED BY AGM&A).

CLIENT



SARASOTA BRADENTON INTERNATIONAL
Sarasota Manatee Airport Authority

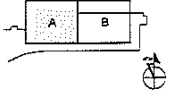
PROJECT DESIGN CONSULTANT



VTC
Project # 1942

DISCIPLINE CONSULTANT
BHS

KEY PLAN



REVISIONS

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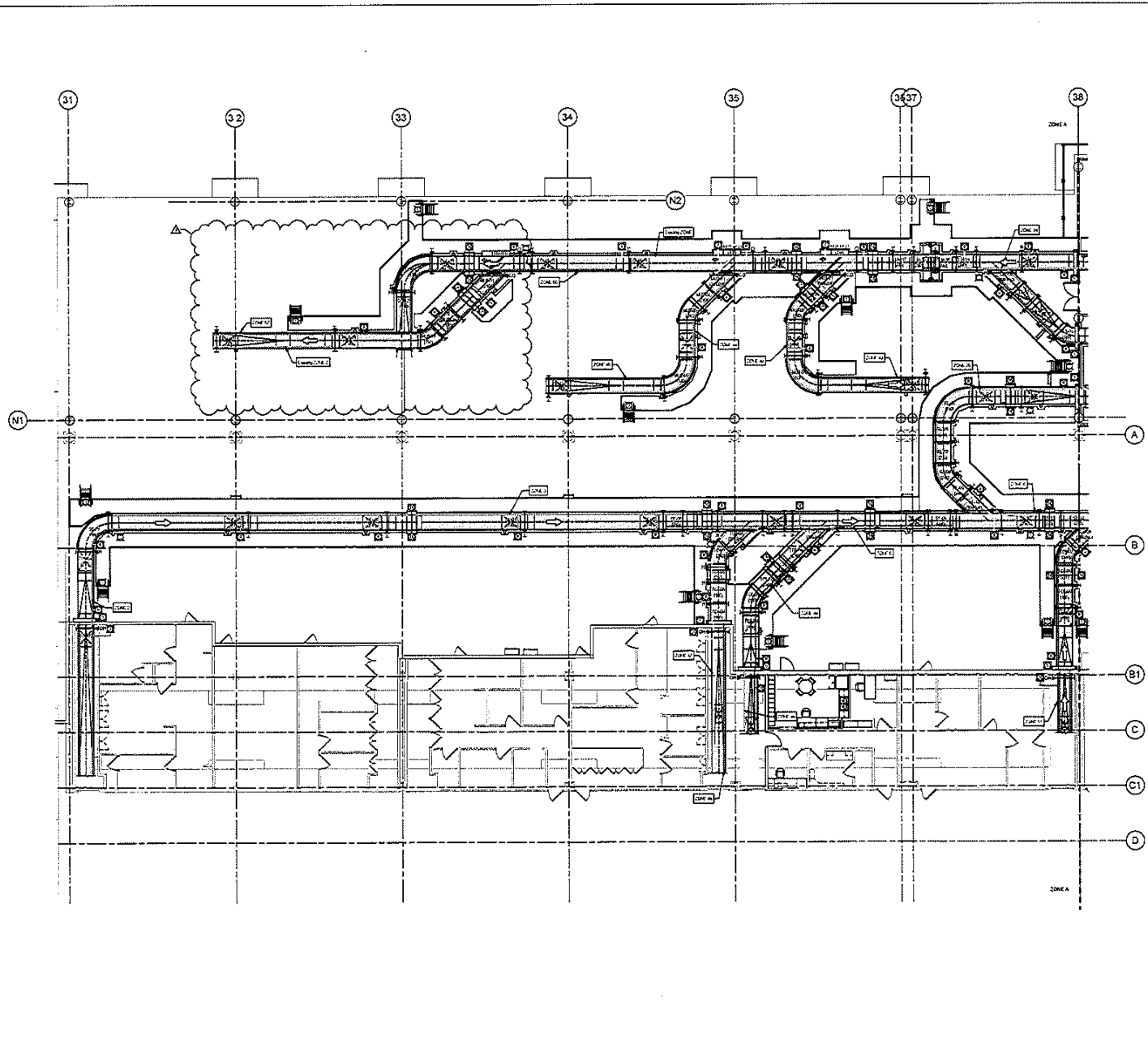
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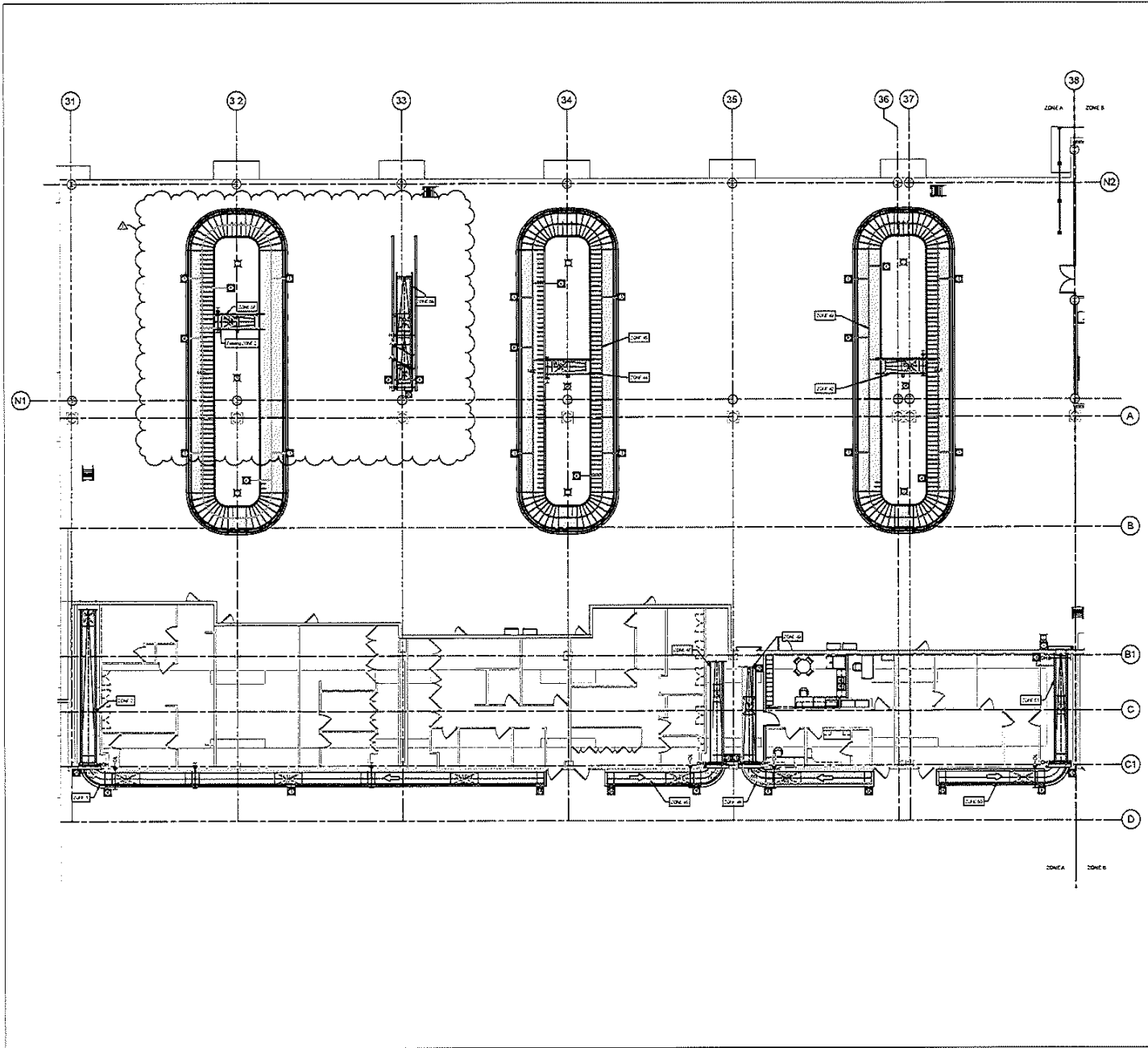
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DRAWING C LINES
CHECKED BY: LST/11/11
SCALE: 1/8" = 1'-0"

FACILITY PERMIT SET
06/30/2022
Not for Construction

SHEET TITLE:
UPPER BHS
ELECTRICAL PLAN -
LEVEL D1 - TICKETING
- ZONE A

SHEET NUMBER:
QP-1-101-A





GENERAL NOTES

- THIS DOCUMENT IS TO BE UTILIZED IN CONJUNCTION WITH THE FIELD INSTALLATION DRAWINGS. THE FIELD SUPPLIER SHALL VERIFY THE ACCURACY OF ALL DIMENSIONS AND CONDITIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS, SPECIFICATIONS, WIRING DETAILS, MOTOR POINTS, DISTRIBUTION, AND CONTROL POWER AS PER THE MEAN SCOPE OF WORK.
- AFTER THE DOCUMENT IS REVIEWED TO SHOW CORRECT OR MISSING FIELD PERMITS FOR DISCIPLINE OPERATIONS.
- THIS DRAWING DOES NOT DISPLAY ALL CONTROL SYSTEM TYPES. ADDITIONAL REQUIRED TO ALIGN WITH THE OPERATING FIELD CONTROL SYSTEM TYPES (SUPPLIED BY AGRASAK).

CLIENT

SARASOTA BRADENTON INTERNATIONAL
Sarasota Manatee Airport Authority

PRIME DESIGN CONSULTANT

VTC
Project # 19403

DISCIPLINE CONSULTANT

BHS

KEY PLAN

REVISIONS

REV	DESCRIPTION	DATE
1	ISSUED	02/29/23

CONSOLIDATED BAGGAGE HANDLING SYSTEM

PROJECT INFORMATION

BRADENTON MANATEE INTERNATIONAL
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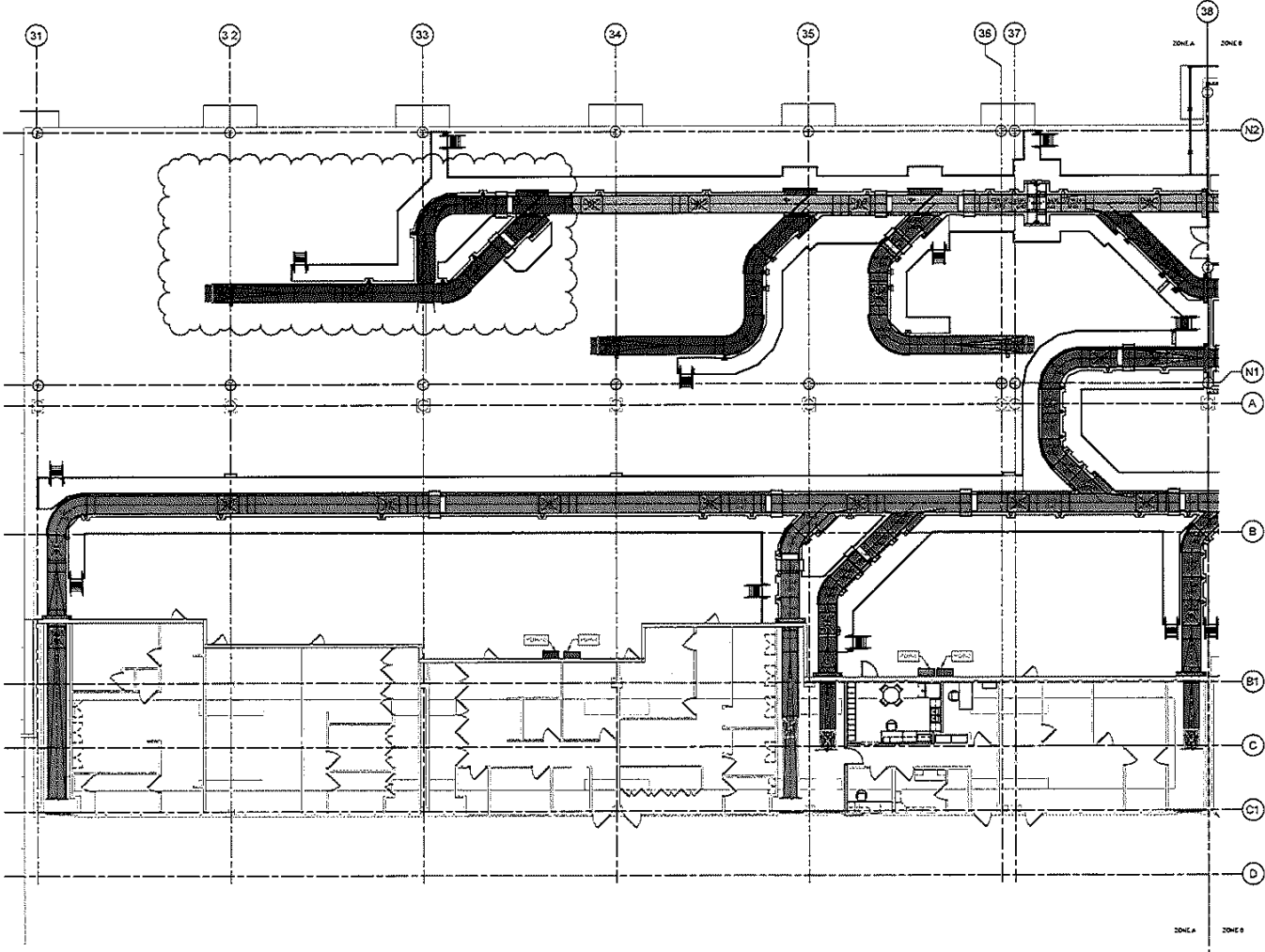
06/30/2022
Not for Construction

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LOWER BHS
ELECTRICAL PLAN -
LEVEL 01 - TICKETING
- ZONE A

SHEET NUMBER:

QP-1-102-A



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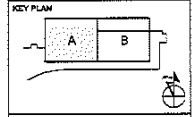
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	PDP 5		PDP 10

CLIENT 																																																																																																									
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CLIENT
SRQ SARASOTA
 BRADENTON
 INTERNATIONAL
 Sarasota Manatee Airport Authority



PRIME DESIGN CONSULTANT
 DISCIPLINE CONSULTANT
 BHS



REV	DESCRIPTION	DATE

CONSOLIDATED
 BAGGAGE HANDLING
 SYSTEM

PROJECT NO.: 06-130107010
 DRAWN: C. Lopez
 ELECTRICAL STATUS
 SCALE: 1/8" = 1'-0"

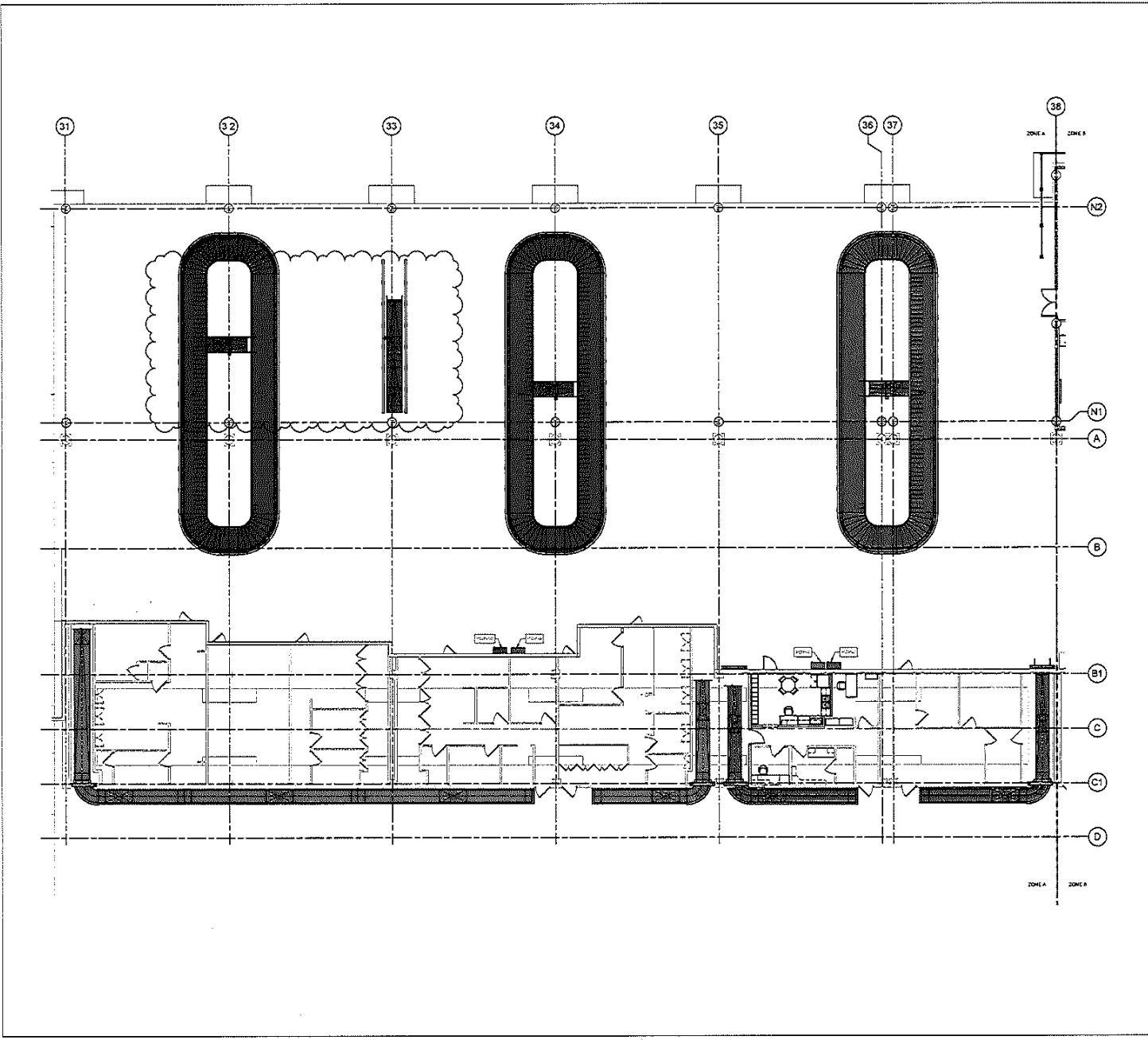
FACILITY PERMIT SET
 06/30/2022
 Not for Construction

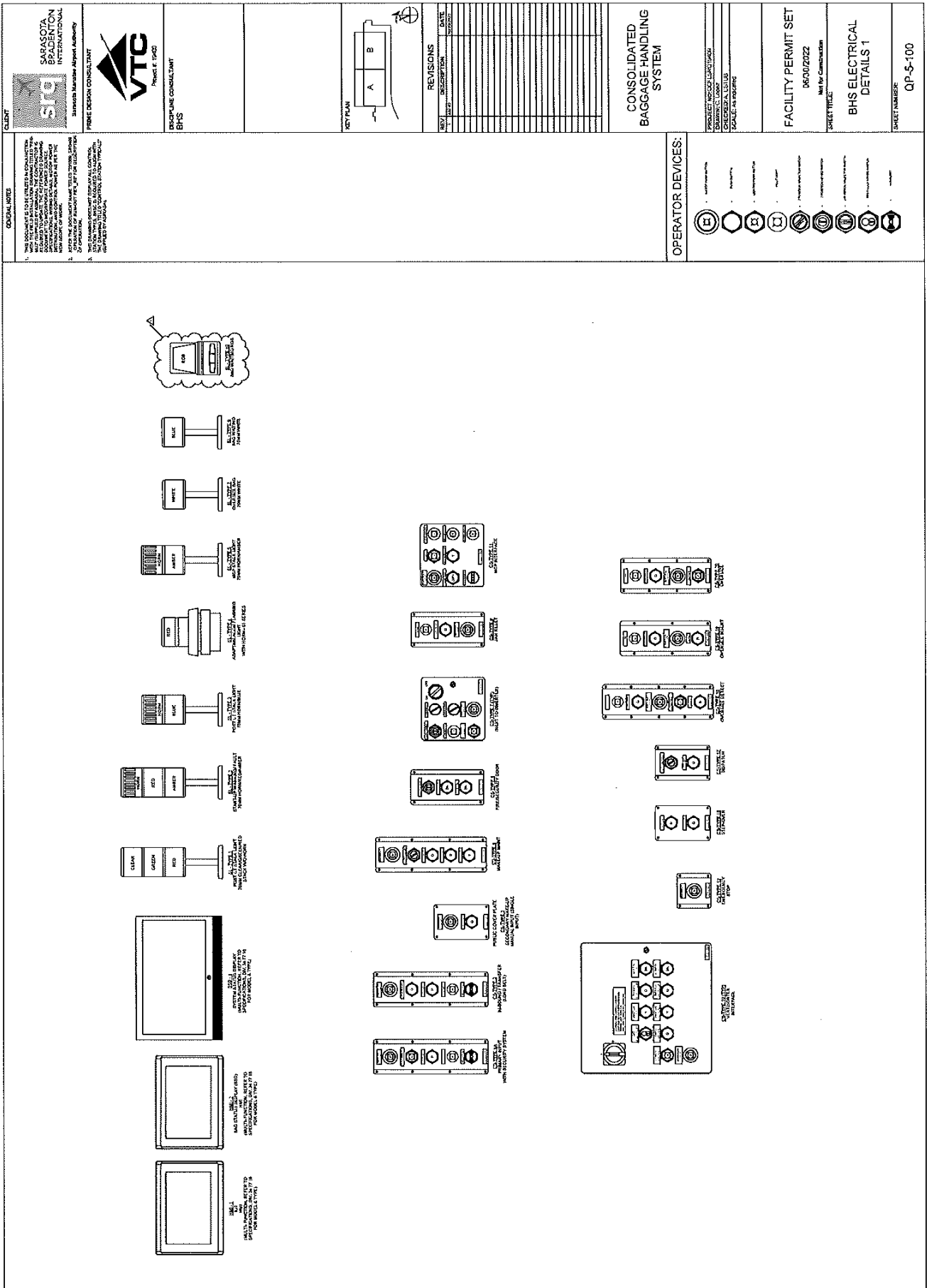
SHEET TITLE:
 LOWER BHS POWER
 DISTRIBUTION PLAN -
 LEVEL 01 - TICKETING
 - ZONE A

SHEET NUMBER:
 QP-1-106-A

PDP LEGEND

	PDP 1		PDP 6
	PDP 2		PDP 7
	PDP 3		PDP 8
	PDP 4		PDP 9
	PDP 5		PDP 10





Proposed Change Order - Primary Contractor Pricing Breakdown

Project Name: SRQ Baggage Handling (BHS)/ Consolidated Baggage Inspection System (CBIS) Consolidation
 NSC Description: Notice of Scope Change #049 - No Read Sort Pier
 Contractor Name: Archer Western Construction
 Date: 3/12/2024



NCS-049 - No Read Sort Pier					
Subcontractor Scope		Cost	Sales Tax	Unit	Total Cost
1	ASI - Engineering, Material, Labor to add sort pier	\$ 573,474.00	\$ -	LS	\$ 573,474.00
2	Fireproofing Patching (metal lath + spray on)	\$ 14,580.00	\$ -	LS	\$ 14,580.00
3	AWC Extended GC's for 8 weeks	\$ 124,486.00		LS	\$ 124,486.00
Subtotal Subcontractor Cost					\$ 712,540.00
General Requirements (10%)					
Profit (6.3%)					\$ 44,890.00
Total Subcontractor Cost					\$ 757,430.00
Archer Western Material / Equipment		Cost	Sales Tax	Unit	Total Cost
1	AWC Bond + GL Insurance + BR Insurance	\$ 11,067.00	\$ -	LS	\$ 11,067.00
Subtotal Material/ Equipment					\$ 11,067.00
General Requirements					\$ -
Profit					
Total Material/ Equipment Cost					\$ 11,067.00
Archer Western Labor		Quantity	Unit	Cost/Unit	Amount
None					
Subtotal Labor					\$ -
General Requirements					\$ -
Profit					\$ -
Total Labor Cost					\$ -
Total Cost					\$ 768,497.00



**Automatic
Systems, Inc.**

Michelle Martucci

Project Manager
The Walsh Group – Walsh Construction & Archer Western
1154 Air Cargo Avenue
Sarasota, FL 34243
646-975-1053
mmartucci@walshgroup.com

March 14, 2024

Re: Baggage Handling Systems (BHS)
 Sarasota International Airport
 PCO #10; Run-Out Pier
 Job #12463
 ASI Quotation C-9281
 Rev.04

Dear Michelle,

ASI is pleased to present the price of **\$573,474.39** for the engineering, fabrication, and installation of the proposed run-out pier in an email from 10/23/2023. This work has been quoted for night shift and will take approximately 15 weeks to complete.

To reduce the 15-week schedule extension of baseline schedule, ASI plans to mobilize a second crew of skilled labor out of Kansas City. Scope such as header steel and vibration isolators can be pulled forward during either Phase 9 Testing & Commissioning or Phase 11. ASI's second crew will mobilize during Phase 11 and remain through Phase 12, and Phase 13. Some mechanical work will remain after Phase 13, with all wiring, and Testing & Commissioning. ASI does not intend to turn over MU-3 Carousel until the run-out pier scope is completed.

See additional verbiage describing cost break-out below:

Mechanical Engineering:

- 3D modeling and reconciliation of BIM federated model, revised mechanical and structural drawings, revised motor manifest, revised O&M manual, additional tie-in plan to reduce impact to airport, additional training.

Mechanical Material:

- Approximately (33) additional Headers with approximately (80) building connections with associated Vibration Isolators, Threaded Rod, and Sills, (2) Crossovers, (1) High Speed Diverter, (1) Merge, (2) Power Turns, (6) Conveyors, Guard Rail, Bag Stop.

Mechanical Labor:

- 4 men, 8 hour shifts, 10 weeks (50 days), for a total of 1,600 man-hours
 - Headers: 3 week duration, includes scraping fireproofing and cutting wire mesh to expose building beam.
 - Conveyor: 4.5 week duration.
 - Catwalk/Crossovers/Ladders: 2.5 weeks, includes modification of existing to enable tie-in of new layout.

Electrical Engineering

- Control electrical schematics, PLC programming, HMI programming, revised functional specifications, additional training, testing and commissioning of revised system.

Electrical/Controls Material

- (1) Field Control Panel, (4) new VFDs, (9) control stations, (2) beacon/horns, (4) motor safety disconnects, (8) photo eyes/associated cords, additional wireway, additional cables.

Electrical Installation

- 5 men, 8-hour shifts, 2 weeks (10 days), for a total of 400 man-hours
 - Wiring: 2 weeks, includes re-work and new installation.
Cables/Wireway will need to be removed from existing layout before conveyor can be modified, additional wireway and cables to be routed and installed to existing and new devices.
 - Kasa & ASI supervision, 1 man each, 8-hour shifts, 10 days, total of 160 man-hours

Testing & Commissioning

- 3 week duration, includes checkout and testing of all conveyor in the area,

Item	Price
Mechanical	
Engineering	\$15,000
Material	\$122,178
Labor	\$209,235
Electrical & Controls	
Engineering	\$63,530
Material	\$50,220
Labor	\$66,250
OH&P @ 5%	\$26,320.65
Bond @ 0.85%	\$4,698.24
Tax @ 7%	\$39,020
Total	\$573,474.39

Please call or write with questions:
Sincerely,

Kevin Kyle
Project Manager
9230 East 47th Street
Kansas City, MO 64133
231-215-9750
Kevin.Kyle@asi.com

AGENDA ITEM NO. 6.3

SARASOTA MANATEE AIRPORT AUTHORITY
MARCH 25, 2024, MEETING
STAFF NARRATIVE

REQUEST FOR APPROVAL: LAND SWAP AND SALE AGREEMENT WITH BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA FOR THE USE AND BENEFIT OF NEW COLLEGE BOARD OF TRUSTEES

EXECUTIVE SUMMARY: Staff requests approval of a Land Swap and Sale Agreement with the State of Florida for the benefit of New College Board of Trustees. The proposed agreement will sell 30.94 acres of land to the State of Florida for \$11,500,000 which New College presently occupies. The SMAA will reclaim 3.88 acres that are currently subject to that lease, which includes General Spaatz Boulevard. The SMAA will also receive Avigation Easements on the New College campus to protect the Runway Protection Zone (RPZ) for Runway 4. The proposed Agreement is subject to Federal Aviation Administration (FAA) approval and state funding.

NARRATIVE: The Sarasota Manatee Airport Authority (SMAA) has requested FAA approval of a land exchange and sale transaction with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida for the use and benefit of New College of Florida Board of Trustees (NCBOT); and, pursuant to 49 U.S.C. s. 47153, it seeks the release of the subject property from restrictions imposed by The United States of America on December 16, 1947, when it transferred the property to the SMAA's predecessor, as authorized by the Surplus Property Act of 1944. This proposed transaction will benefit the Sarasota Bradenton International Airport (Airport), New College of Florida (College), the State and local community.

Under the proposed Agreement, SMAA will sell the College 30.94 acres of SMAA-owned lands currently under long-term lease to the College, for a purchase price of \$11,500,000, and the SMAA will reclaim 3.88 acres that are currently subject that lease, which includes the General Spaatz Boulevard right-of-way. The SMAA will also receive vital Avigation Easements on the College campus west of U.S. 41 to protect the Runway Protection Zone (RPZ) for Runway 4.

The approved 2021 Airport Master Plan Update Land Use Map identifies the Pei Campus as non-aeronautical and the short, medium, and long-term projects maps, which extend out to 2040, show the Campus as not being needed for future Airport use. In addition, the future land use map identifies all the area New College is located on as incorporated area.

The Master Plan Update also shows all future parking needs as being met by utilizing existing landside aviation areas under PAL 1, PAL 2, and PAL 3. A recent ancillary review of future parking and terminal needs to the year 2050 shows that the current College footprint does not impact future development except for a small portion located on its northern edge of the Pei Campus and a small portion on the Bayfront Campus which impacts the Runway Protection Zone. Control of these small parcels by the SMAA will be acquired under the proposed Agreement which will return the needed property to the SMAA and/or provides for Easements protecting the Airport's approach to Runway 4.

As noted, the College presently has a 99-year lease on 34.82 acres from the SMAA, or 1,516,759 square feet written in 1957, well before regulatory standards requiring CPI and periodic reappraisals. In fact, the lease was written before the FAA even existed. The annual rent is \$108,072 which would be much higher today under the modern standards. For example, the current fair market value rental rate for undeveloped Airport land generally is \$0.85 psf. If the College were charged the general rate, it would come to \$1,289,245 per annum. Over the remaining 32 years remaining on both Leases, this equates to \$37,797,536 of unattainable revenue,

without considering any rental adjustments, which would have been more significant if a reappraisal clause had been included in both Leases.

The President of SMAA and President of New College entered discussions and appraisals were performed by Licensed and Certified appraisers. After review of the appraisals an agreement was reached at a sale price of \$11,500,000. The net sales proceeds to the SMAA of \$11,500,000 will be available to fund capital construction necessitated by the continued extraordinary growth at SRQ. If the SMAA were to bond \$11,500,000 to fund new capital needs at the present 7.73% rate, the principal and interest over a 30-year period would be \$29,602,270 resulting in an additional interest expense of \$18,102,270. When combined with the unfavorable lease rate, this proposal has a \$55,293,380 positive result and that does not include the calculation of periodic rental increases if the Leases had been written with reappraisal language. Under the Agreement, the Airport will also reclaim 3.88 acres, having a value of \$1,442,146.09. This means the total present financial value to the SMAA is \$12,942,146.09.

When reviewing very recent relevant comparable sale the 26+/- acre dog track sale yielded a sale price of approximately \$365,000 per acre. This proposed New College sale of 30+/- acres equates to an approximate price of \$383,000 per acre or \$18,000 per acre higher. In addition to the financial benefits flowing to the SMAA under the proposed Agreement, there are several other positive aspects. The College has about 300,000 square feet of facilities on the PEI Campus. When the present Lease expires in 2056, it is inconceivable that the State of Florida will simply walk away from a 100-year-old state college even if, by that time, the SMAA is inclined to devote the leasehold lands to a different nonaviation use. Not that such position would be valid, but the State might nevertheless resist any repossession by the SMAA and litigate eviction, or institute eminent domain proceedings to take the lands. Not only could this be an extremely costly and lengthy litigation, but it would also result in a political firestorm involving State, Federal, and local governments. The College is an integral part of the community, and its expulsion would only be tolerated under the most extreme circumstances.

The proceeds of the sale to the College will also enable the SMAA to fund much needed new infrastructure. As the fastest growing airport in the United States, the Airport has undertaken a \$200 million dollar expansion program. Without the sale, the woefully inadequate market revenue realized from the present Lease otherwise would run another 32 plus years. Over that 32 year period the total revenue would be approximately \$3.5 million, and inflation would further erode that value. The \$11,500,000 to be realized from the sale of the land is over three times the value of the Lease revenue that would be realized over the next 32 years. This would be used in the Airport's capital fund to complete more projects and address the critical facility needs. It would also lower any future borrowing needs by that amount, resulting in a savings of over \$18,000,000 of interest cost in today's market. When the sale and interest savings are combined, they total \$29,500,000 of present value benefit to the Airport, which is more than eight times the total return from the remaining years on the lease.

In addition to the proposed sale involving the Pei Campus, the Agreement will provide the Airport with essential Avigation Easements to protect the approach to Runway 4 in perpetuity. Florida Law exempts educational facilities from local requirements. The Easements to be provided in the proposed Agreement with the College will allow the Airport to satisfy the recommendation contained in the FAA approved 2021 Master Plan Update to either purchase or obtain easements to protect the Runway Protection Zone (RPZ) for Runway 4.

The Agreement is subject to Federal Aviation Administration (FAA) approval and funding from the State of Florida.

RECOMMENDATION: It is hereby recommended that the Sarasota Manatee Airport Authority Board authorize the Chairman to execute the proposed Land Swap and Sale Agreement with Board of Trustees of the Internal Improvement Trust Fund of the State of Florida for the Use and Benefit of New College Board of Trustees.

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this “**Agreement**”) is made as of the ____ day of _____ 2024, by and between **SARASOTA MANATEE AIRPORT AUTHORITY**, a body politic and corporate (“**SMAA**”); and the **BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA** (“**Trustees**”), for the use and benefit of the **NEW COLLEGE OF FLORIDA BOARD OF TRUSTEES** (“**Acquiring Agency**”). Trustees and Acquiring Agency are referred to collectively as “**College**”. SMAA and College are collectively referred to herein as the “**parties**” (each a “**party**”).

RECITALS

A. SMAA is the current landlord and College is the current tenant pursuant to that certain Lease dated October 2, 1957, by and between SMAA, as landlord, and North Port Shopping Plaza, Inc., a Florida corporation, as tenant, as assigned from North Port Shopping Plaza, Inc. to New College, Incorporated, a Florida corporation pursuant to that Assignment of Leases dated June 26, 1962, as recorded in Official Records Book 477, Page 327, Public Records of Sarasota County, Florida, as further assigned from New College, Incorporated, to the Board of Regents of the State University System of the State of Florida, the successor in interest to College, pursuant to that certain Assignment of Leases dated April 3, 1975, as recorded in Official Records Book 1074, Page 1689 (the “**1957 Lease**”), and that certain Lease dated June 23, 1966, by and between SMAA, as landlord, and New College, Incorporated, a Florida corporation not for profit, as tenant, as recorded in Official Records Book 590, Page 398, of the Public Records of Sarasota County, Florida, as assigned from New College, Incorporated, to the Board of Regents of the State University System of the State of Florida, the successor in interest to College, pursuant to that certain Assignment of Leases dated April 3, 1975, as recorded in Official Records Book 1074, Page 1689, and as amended by that certain Addendum to Lease dated April 28, 1988, by and between SMAA and the Board of Regents, a public corporation of the State of Florida, on behalf of the University of South Florida, the successor in interest to College, as recorded in Official Records Book 2027, Page 2390, Public Records of Sarasota County, Florida (the “**1966 Lease**”). The 1957 Lease and the 1966 Lease are collectively referred to herein as the “**Ground Leases**”.

B. The Ground Leases encumber certain real property consisting of approximately 34.82 acres located at 5850 General Dougher Place (Parcel ID 0001110001), 5700 North Tamiami Trail (Parcel ID 0001060003), and 5510 General Twinning Blvd (Parcel ID 0001100006), all situated in Sarasota County, Florida, more particularly described and depicted therein (the “**Campus**”), which Campus is owned by SMAA.

C. College desires to acquire a portion of the Campus consisting of approximately 30.8 acres (being all of PID 0001110001 and all of PID 0001100006), which portion is

depicted as Parcel 1.0 and Parcel 2.0 in Exhibit "A" attached hereto and will be more particularly described and depicted pursuant to Section 4.1 (the "**Land**").

D. In addition, the parties desire to terminate the Ground Leases for the entire Campus, it being the intent of the parties that SMAA shall hold fee simple title, free and clear from the Ground Leases, of that portion of the Campus that is not being conveyed to College under this Agreement (the "**Retained Land**").

E. College wishes to further obtain the following rights, interests, and personal property with respect to the Land:

- (a) All easements or rights-of-way and appurtenances of any kind owned by the current owner appertaining to the parcel.
- (b) All riparian and littoral rights, if any, of the current owner with respect to the parcel and all of the owner's right, title, and interest in and to any submerged lands or water bodies within the parcel.
- (c) All licenses, permits, authorizations, issued or granted to the current owner by any governmental agency with respect to the parcel, to the extent the same are transferable or assignable (collectively, the "**Licenses**").

F. The Land and the rights, interests, and personal property described in Recital E are collectively referred to herein as the "**Property**."

G. In addition, SMAA desires to obtain, and College has agreed to grant, an avigation easement over certain real property owned by College, as more particularly described herein.

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

ARTICLE 1 PURCHASE PRICE

1.1 Purchase Price. Subject to adjustments and prorations as further set forth herein, the purchase price of the Property is \$11,500,000.00 (the "**Purchase Price**"). The approximate area of the Land is 30.8 acres. The legal description and the exact amount of acreage of the Land will be confirmed during the Inspection Period, as set forth herein.

1.2 Payment of Purchase Price. The Purchase Price will be paid by College in immediately available U.S. funds as follows:

- (a) \$100,000.00 shall be paid as an earnest money deposit (the "**Deposit**") within 5 days of the Effective Date of this Agreement in escrow to Williams Parker

Harrison Dietz and Getzen ("**Escrow Agent**"), 200 South Orange Avenue, Sarasota, FL 34236.

(b) The balance of the Purchase Price shall be paid by wire transfer payable to the trust account of Escrow Agent at the time and place of closing provided in Article 6 and subject to the prorations and adjustments provided in Article 7.

ARTICLE 2 EARNEST MONEY DEPOSIT

2.1 The Deposit. College shall deliver the Deposit to Escrow Agent in accordance with Section 1.2(a). The Deposit shall be held and disbursed in accordance with the escrow provisions set forth in section 2.2, below. The Deposit shall be paid to SMAA at closing and credited against the Purchase Price. SMAA and College agree that a portion of the Deposit equal to \$100.00 (the "**Independent Contract Consideration**") has been bargained for as consideration for SMAA's execution and delivery of this Agreement and for College'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.

2.2 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 a non interest bearing account. Upon request of the Escrow Agent, the parties hereto shall supply the Escrow Agent with its Federal Identification Number. SMAA and College 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. SMAA and College 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 6.1), 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 2.2(c) below.

(c) If the Deposit has not been released earlier in accordance with section 2.2(b), and either party makes a written demand stating this Agreement has been terminated upon Escrow Agent for payment of the Deposit, or a party is in default, Escrow Agent shall give written notice to the other party of such demand in ac-

cordance 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, upon a written demand or default in accordance with this Section 2.2(c), 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 SMAA and College. Upon such deposit, Escrow Agent shall be relieved and discharged of all further obligations and responsibilities hereunder.

(d) SMAA and College (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 2.2; provided, however, that (i) Escrow Agent's signature hereon shall not be a prerequisite to the binding nature of this Agreement on College and SMAA, and the same shall become fully effective upon execution by College and SMAA, and (ii) the signature of Escrow Agent will not be necessary to amend any provision of this Agreement other than this Section 2.2.

(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 2.2 shall survive the termination of this Agreement, and, if not so terminated, the closing of the transaction contemplated hereby.

2.3 Escrow Agent's Representation of SMAA. College acknowledges that Escrow Agent is the law firm that represents SMAA in this transaction. College consents to such continued representation, including representation of SMAA in any disputes that might arise in connection with this Agreement, the transactions contemplated hereby, the Property, the Retained Property, or any matters related to any of the foregoing.

**ARTICLE 3
DUE DILIGENCE**

3.1 Inspection Period. Subject to the terms of this Article 3, during the time that is 90 days after the Effective Date (the “**Inspection Period**”), College and its agents, contractors, engineers, surveyors, attorneys, and employees (collectively, “**Consultants**”) shall each have the right from time to time to enter onto the Land, as they may deem appropriate, 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 land (including, without limitation, engineering and feasibility 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); provided, however, College acknowledges and agrees that the Inspections shall not include an environmental inspection and audit report, which shall be conducted by SMAA pursuant to Section 3.2, below;

(b) confirm any and all matters which College may reasonably desire to confirm with respect to the Property;

(c) ascertain and confirm the suitability of the Property for College’s intended use; and

(d) review the materials set forth in section 3.9

3.2 Environmental Inspection. Notwithstanding anything in Section 3.1 to the foregoing, not later than 10 days prior to the expiration of the Inspection Period, SMAA shall perform and deliver to College an environmental inspection and audit report on the Land (the “**Current Environmental Report**”). College shall, promptly upon SMAA’s written request and delivery of an invoice from the party providing the Current Environmental Report, reimburse SMAA for 50% of the cost of obtaining the Current Environmental Report (which reimbursement obligation shall survive closing of this transaction or earlier termination of this Agreement).

3.3 Appraisals. SMAA and College acknowledge and agree they have each performed appraisals for the Land by independent, professional third party appraisers, which appraisals together support a fair market value of the Land equal to the Purchase Price. In the event College is required by law to obtain any further appraisals for the Land, such appraisals shall be obtained at College’s sole cost and expense and delivered to SMAA no later than 10 days prior to the Inspection Period. In the event the Purchase Price is inconsistent with any appraisal required to be obtained by College by law, College’s sole remedy shall be termination during the Inspection Period.

3.4 Reimbursement for Other Inspections. SMAA may, but is not required to, perform Inspections on the Land. In such a case, SMAA shall provide commercially reasonable prior notice of the Inspection and deliver the results of any Inspection to College. College shall, promptly upon SMAA’s written request and delivery of an in-

voice from the party providing the Inspection, reimburse SMAA for 50% of the cost of obtaining the Inspection (which reimbursement obligation shall survive closing of this transaction or earlier termination of this Agreement).

3.5 Expiration of Inspection Period. Either party 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 College or SMAA delivers written notice to the other party terminating this Agreement on or before the Inspection Period Termination Deadline, then (a) Escrow Agent shall return the Deposit to College, less the Independent Contract Consideration (which Escrow Agent shall deliver to SMAA), (b) the terminating party shall pay the cancellation charges, if any, of Escrow Agent and Title Company (as defined in section 4.1), 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 both College and SMAA do not deliver written notice to the other party terminating this Agreement pursuant to this section 3.5, then the Deposit shall be non-refundable, except in the event of SMAA’s default or failure to fulfill College’s Closing Conditions (as defined in section 9.3).

3.6 Conduct of Investigation, Insurance. College’s right to enter onto the land shall be subject to the following terms:

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

(b) If the environmental inspection and audit report provided by SMAA includes a reasonable need for any further testing, College may, during the Inspection Period, make minor borings and other samplings of the Land (including, without limitation, soils, and environmental tests), as long as College restores the Land substantially to its existing condition before such samplings (except that College is not required to remediate or repair any pre-existing defect or adverse condition).

(c) Each party 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 3.6 shall survive the termination of this Agreement, and, if not so terminated, shall survive the Closing.

3.7 College Indemnification. To the fullest extent permitted by law and without waiving sovereign immunity, College shall indemnify, defend, and hold harmless SMAA from any expenses, damages, and liabilities, including reasonable attorneys' fees, that SMAA 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 of the Land conducted by College or College's agents, employees, or contractors. The provisions of this section 3.7 shall survive any termination of this Agreement.

3.8 SMAA Indemnification. To the fullest extent permitted by law and without waiving sovereign immunity, SMAA shall indemnify, defend, and hold harmless College from any expenses, damages, and liabilities, including reasonable attorneys' fees, that College 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 any Inspections of any property owned by College conducted by SMAA or SMAA's agents, employees, or contractors. The provisions of this section 3.8 shall survive any termination of this Agreement.

ARTICLE 4 TITLE AND SURVEY REVIEW

4.1 Survey for Land. Within 60 days of the Effective Date of this Agreement SMAA shall obtain and deliver to College a current survey of the Land (the "Survey"). The Survey shall be subject to the reasonable approval of SMAA. The Survey shall comply with the provisions of Chapter 61G17-6, Florida Administrative Code, applicable to a land survey, and shall be certified in favor of College, Escrow Agent, and the Title Company. If the Survey shows any violation of restrictions or governmental zoning regulations, any encroachments 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 College has objection to any such matters, College shall notify SMAA within fifteen (15) days of its receipt of the survey of the matters disclosed by the survey to which College has objection. If College does not give such notice, then the Survey shall be deemed acceptable to College, and College shall accept title to the Land subject to all matters disclosed by the Survey. Any timely objections to the Survey will be treated in the same manner as title objections by College pursuant to Section 4.4. The legal description for the Land shall be updated to match the legal description, as shown on the Survey. Prior to the expiration of the Inspection Period, the parties shall enter into an amendment to this Agreement memorializing their agreement to the legal description of the Land and any change to the Purchase Price for Property in accordance with the foregoing sentence.

4.2 Reimbursement for Survey. College shall, promptly upon SMAA's written request and delivery of an invoice from the party providing the Survey, reim-

burse SMAA for 50% of the cost of obtaining the Survey (which reimbursement obligation shall survive closing of this transaction or earlier termination of this Agreement).

4.3 Title insurance for SMAA Land. No later than 30 days after the Effective Date, SMAA shall obtain a commitment (the "**Title Commitment**") from Old Republic Title Insurance Company (the "**Title Company**"), for issuance to College of an owner's title insurance policy relating to the Land with coverage at least equal to the Purchase Price for the Property. If College does not give notice to SMAA of any objections to the conditions and exceptions set forth in the Title Commitment at least 15 days after College's receipt of the Title Commitment, then the Title Commitment will be deemed acceptable to College, and College will accept title to the Property subject to such covenants, restrictions, easements, and reservations as may be set forth in the Title Commitment. If College gives notice of objections to the conditions and exceptions set forth in the Title Commitment at least 15 days after College's receipt of the Title Commitment, then SMAA will have the option in its sole and absolute discretion either to (a) satisfy such objections prior to closing or (b) notify College prior to closing that SMAA is unable or unwilling to satisfy such objections. If SMAA gives such notice to College, then College will have the option in College's sole and absolute discretion either to (i) elect to accept title to the Property subject to the matters to which College has made objection or (ii) elect to terminate this Agreement by delivery of notice to SMAA of such termination. If College 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.

4.4 New Exceptions. If at any time after the expiration of the Inspection Period, any update to the Title Commitment, or if a Survey discloses any additional item, having a material, negative, adverse effect on the Land, which item was not disclosed on any version of the respective Title Commitment or Survey delivered to College during the Inspection Period (the "**New Exception**"), College 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 SMAA in writing of the College's approval or disapproval of the New Exception. If College disapproves of the New Exception (a "**New Objection Notice**"), College may, in College's sole discretion, notify SMAA 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 SMAA elects to cure the New Exception, SMAA 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 SMAA fails to deliver a notice to College as to whether it is willing to cure the New Exception within five (5) days after the expiration of the New Exception Review Period, SMAA shall be deemed to have elected not to cure the New Exception. If conveying party is unwilling or unable to cure the New Exception, acquiring party may, as its exclusive remedy elect either: (i) to terminate this Agreement, in which event, the Deposit (less the Independent Contract Consideration) shall be promptly returned to College or (ii) to waive the New Exception and proceed with the transactions contemplated by this Agreement, in which

event College shall be deemed to have approved the New Exception. If College fails to notify conveying party 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, College shall be deemed to have elected to approve and irrevocably waive any objections to the New Exception. If SMAA indicated the conveying would cure a New Exception, and SMAA fails to cure such New Exception prior to the date that is 30 days after the Closing Date, then College 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 5 OPERATIONS AND RISK OF LOSS

5.1 Subsequent Actions. Prior to closing, College and SMAA shall not take or permit any action without the consent of the other party (other than actions authorized under this Agreement, actions required by governmental authorities, or actions otherwise beyond the control of such party) that would in any material, adverse respect, modify the title exceptions set forth in the Title Commitment or alter the condition or zoning of the Land. Prior to closing, each conveying party shall use, operate, and maintain the property that it owns in the same condition as exists as of the Effective Date of this Agreement.

5.2 New agreements. Prior to closing, neither College nor SMAA shall enter into any contract, lease, or tenancy arrangement that will be an obligation affecting the Land or any part thereof subsequent to the closing without the other party's prior written consent.

5.3 Termination of Ground Lease & New Lease. Notwithstanding anything Section 5.2 to the contrary, at closing, the parties shall record a termination of the Ground Lease (the "**Ground Lease Termination**"). In addition, the parties shall enter into two new ground leases (collectively, the "**New Lease**") whereby SMAA shall agree to lease back to College the modular building area located north of General Spaatz Blvd, being a portion of PID 0001060003 and more particularly identified on Exhibit A as Parcel 5.0, for a term of no more than 6 months following the Closing Date. Rent for the New Lease shall be based on a 5% annual rate of return of the appraised value of the leased property, and College shall be required to remove the modular building, at College's sole cost and expense, at the expiration or termination of the New Lease. SMAA and College shall use good faith and reasonable diligence to agree upon the exact terms and conditions for the Ground Lease Termination and New Lease during the Inspection Period, which shall be documented by an amendment to this Agreement. Except as specifically provided in Section 7.2 regarding prorations, College will not receive any credit for past rent payments made under the Ground Lease or New Lease or for any leasehold value of the Retained Property lost as a result of termination of the

Ground Lease.

5.4 Required Easements. During the Inspection Period, SMAA and College shall use good faith and reasonable diligence to agree upon the exact terms and conditions of any easements required by College over the Retained Property or by SMAA over the Property (collectively, the “**Required Easements**”), which shall be documented by an amendment to this Agreement. Notwithstanding the foregoing, the Required Easements shall include a right of SMAA to relocate the easement as reasonably desirable or necessary to facilitate SMAA’s development of the Retained Property. Without limiting the generality of the foregoing, the Required Easements shall include an access and utility easement over the land identified on Exhibit A as Parcel 6.0, being General Spaatz Boulevard and the land immediately south thereof, in favor of College for access to the Land from US-41 (the “**Spaatz Easement**”). The Spaatz Easement shall include the following terms: (i) SMAA shall be responsible for maintaining the easement area and improvements thereon, subject to partial reimbursement by College as set forth therein; (ii) SMAA and College shall share equally in all costs related to the easement area, including maintenance, landscaping, utilities, improvements, and expansion; and (iii) SMAA shall have the sole right to construct improvements on, within, or under the easement area or expand General Spaatz Boulevard, so long as College’s access from US-41 is not eliminated.

5.5 Avigation Easement. At closing, College shall encumber various property owned by College with an avigation easement in the form attached hereto as Exhibit B (the “**Avigation Easement**”). The property encumbered by the Avigation Easement is generally depicted on Exhibit C attached hereto. During the Inspection Period, SMAA shall, at SMAA’s sole cost and expense, obtain sketches and legal descriptions for Parcel A, Parcel B, and Parcel C shown on Exhibit C. The Avigation Easement will be recorded in the Official Records of Sarasota County.

5.6 Damage. Risk of loss of the Property prior to closing will be borne by College. In the event of material damage to the improvements located on the respective properties being acquired prior to closing, College may not terminate this Agreement.

5.7 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, either party may, at such party’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.

5.8 Survival. The provisions of Sections 5.1 and 5.2 will survive the closing.

ARTICLE 6 CLOSING

6.1 Closing date. Closing will be held 60 days following the expiration of the Inspection Period (“**Closing Date**”). Closing will be held at the offices of Escrow Agent.

However, neither party shall be obligated to physically attend closing unless necessary to carry out the terms hereof.

6.2 SMAA's deliveries at closing. At the closing, SMAA shall deliver the following:

(a) *Deed.* A special warranty deed, executed and acknowledged by SMAA, conveying to College 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) *Termination of Ground Leases.* The Ground Lease Termination, executed and acknowledged by SMAA;

(c) *New Lease.* The New Lease, executed by SMAA.

(d) *Assignment of Licenses.* An assignment of licenses executed by SMAA assigning to College, without recourse and with no warranty of any kind, SMAA's interest in the Licenses, if any, applicable to the Property (the "**Assignment**");

(e) *Bill of Sale.* A bill of sale, executed by SMAA, conveying to College, without recourse and with no warranty of any kind, all of SMAA's interest in the Improvements and personal property located on the Property.

(f) *Required Easements.* Any Required Easements, executed and acknowledged by SMAA;

(g) *Avigation Easement.* The Avigation Easement, executed and acknowledged by SMAA.

(h) *Affidavit.* An affidavit, executed by SMAA, 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 College for the Property 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 Deed;

(i) *SMAA's certificate.* A certificate, executed by SMAA, certifying that SMAA's warranties and representations set forth in section 8.1 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);

(j) *Closing statement.* A closing statement, executed by SMAA, accounting for the amounts charged and credited to SMAA in connection with the transactions contemplated by this Agreement;

(k) *Other documents.* Such other documents, executed by SMAA, as may be reasonably required to consummate the transactions contemplated by this

Agreement.

6.3 College's deliveries at closing. At the closing, College shall deliver the following:

(a) *Purchase Price.* The Purchase Price, less the Deposit, plus or minus applicable prorations and adjustments, payable by College by wire transfer into the Escrow Agent's trust account;

(b) *Termination of Ground Leases.* The Ground Lease Termination, executed and acknowledged by College;

(c) *New Lease.* The New Lease, executed by College.

(d) *Assignment of Licenses.* The Assignment, executed by College.

(e) *Required Easements.* Any Required Easements, executed and acknowledged by College;

(f) *Avigation Easement.* The Avigation Easement, executed and acknowledged by College.

(g) *College's certificate.* A certificate, executed by College, certifying that College's warranties and representations set forth in section 8.2 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);

(h) *Closing statement.* A closing statement, executed by College, accounting for the amounts charged and credited to College in connection with the transactions contemplated by this Agreement;

(i) *Other documents.* Such other documents, executed by College, as may be reasonably required to consummate the transaction contemplated by this Agreement.

6.4 Possession. SMAA shall deliver possession of the SMAA Property to College at the closing. College shall deliver possession of the College Property and the Retained Land to SMAA.

6.5 Disbursement. Upon delivery of all sums and documents described in Sections 6.2 and 6.3 and delivery of possession of the lands by each conveying party, respectively, Escrow Agent shall disburse to SMAA the net sales proceeds.

ARTICLE 7 PRORATIONS AND EXPENSES

7.1 Taxes and assessments. SMAA represents and warrants College that the Land is exempt from general real estate taxes and assessments imposed by governmental authorities. The provisions of this Section 7.1 shall survive the closing.

7.2 Ground Lease Rent. All prepaid rent under the Ground Leases and prepaid

sales taxes on the Ground Leases' rent, if any, shall be returned by SMAA to College at closing. All unpaid rent under the Ground Leases and unpaid sales taxes on the Ground Lease rent shall be paid by College to SMAA at closing. All current rent and other income (and any applicable tax thereon) under the Ground Leases for the month of closing will be prorated as of the Closing Date.

7.3 Closing expenses. In addition to the due diligence items set forth in Article 3, the closing costs shall be paid by the parties as follows:

(a) *By SMAA.* SMAA will pay the 50% of the following costs: (i) documentary tax on the Deed and the Ground Lease Termination, if any; (ii) the premium of the Title Commitment and owner's title insurance policies (including customary closing fees of Escrow Agent); and (iii) the cost of recording the Deed, the Ground Lease Termination, the Avigation Easement, and any Required Easements. SMAA will pay 100% of its own attorney's fees and any costs related to curing title defects, including any costs or prepayment penalties associated with satisfying any existing Monetary Lien encumbering the Property.

(b) *By College.* College will pay the 50% of the following costs: (i) documentary tax on the Deeds and the Ground Lease Termination, if any; (ii) the premium of the Title Commitment and owner's title insurance policies (including customary closing fees of Escrow Agent); and (iii) the cost of recording the Deed, the Ground Lease Termination, the Avigation Easement, and any Required Easements. College will pay 100% of its own attorney's fees.

7.4 Brokers. SMAA and College 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 either of these transactions 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 7.4 will survive the closing.

ARTICLE 8 REPRESENTATIONS AND WARRANTIES

8.1 SMAA's representations and warranties. As a material inducement to College to execute this Agreement and consummate the acceptance of the Property, SMAA represents and warrants to College that the following statements are true:

(a) *Authority.* SMAA is duly organized, validly existing and in good standing under the laws of the state of Florida..

(b) *Conflicts and pending actions or proceedings.* There is no agreement to which SMAA is a party or, to SMAA's knowledge, binding on SMAA which conflicts

with this Agreement. There is no action or proceeding pending or, to SMAA's knowledge, threatened against SMAA which challenges or impairs SMAA's ability to execute or perform its obligations under this Agreement.

(c) *Title.* SMAA 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 for the leases with College (including the Ground Lease) and except as set forth in the Public Records of Sarasota County, Florida.

(d) *Environmental.* To SMAA'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. SMAA 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. SMAA 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.

(e) *Withholding obligation.* SMAA's conveyance of the Property is not subject to any Federal, state, or local withholding obligation of College under the tax laws applicable to SMAA or the Property.

(f) *Bankruptcy.* SMAA 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 SMAA's properties has been appointed; no petition has been filed by or against SMAA 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 SMAA.

(g) *Ground Lease.* The Ground Leases are presently in full force and effect. SMAA and College have performed their respective obligations under the Ground Leases, and SMAA knows of no claims by SMAA or College to the contrary. There are no leasing or other commissions due, nor will any become due, in connection with the Ground Leases or any renewal or extension of the Ground Leases.

(h) *Obligations.* As of the closing, no bills for labor, services, or materials furnished to the Land or the Improvements at the request of SMAA will remain unpaid; provided, however, SMAA makes no representation or warranty regarding any bills for labor, services, or materials furnished to the Land at the request of College;

(i) *Parties in possession.* There are no parties other than College 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 SMAA'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.* SMAA has received no notice of violation of applicable laws, regulations, or restrictions pertaining to the Land or the Improvements.

8.2 College's Representations and Warranties. As a material inducement to SMAA to execute this Agreement, College represents and warrants to SMAA the following as of the Effective Date and as of the Closing Date:

(a) *Authority.* College is duly organized, validly existing and in good standing under the laws of the state of Florida.

(b) *No Conflicts.* There is no agreement to which College is a party or, to College's knowledge, binding on College which conflicts with this Agreement. There is no action or proceeding pending or, to College's knowledge, threatened against College which challenges or impairs College's ability to execute or perform its obligations under this Agreement.

(c) *Title.* College is the sole legal owner of the property encumbered by the Avigation Easement.

(d) *Bankruptcy.* College 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 College's properties has been appointed; no petition has been filed by or against College 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 College.

(e) *Ground Leases.* The Ground Leases are presently in full force and effect. SMAA and College have performed their respective obligations under the Ground Leases, and College knows of no claims by SMAA or College to the contrary. There are no leasing or other commissions due, nor will any become due, in connection with the Ground Leases or any renewal or extension of the Ground Leases.

8.3 Survival. The representations and warranties of College and SMAA set forth in sections 8.1 and 8.2 will survive the closing and delivery of all conveyance documents under this Agreement for a period of one year, and any action brought after such one-year period relating to such representations and warranties shall be barred.

8.4 As Is. It is understood and agreed that except as set forth in this Agreement, SMAA disclaims all warranties or representations of any kind, express or implied, with regard to the Property, including but not limited to warranties as to matters of title (other than as set forth in Deed), zoning, tax consequences, physical or environmental conditions, or any other matter or thing relating to or affecting the land being conveyed. College agrees that it is not relying on, and will not rely on, either directly or indirectly, any representation or warranty of SMAA, or the agents or employees of SMAA, other than as expressly set forth in this Agreement. COLLEGE ACKNOWLEDGES AND AGREES THAT EXCEPT FOR WARRANTIES SET FORTH HEREIN AND IN ANY CLOSING DOCUMENTS, COLLEGE SHALL ACCEPT THE PROPERTY IN ITS "AS IS" AND "WHERE IS" CONDITION. The terms of this Section 8.4 shall survive the closing hereunder.

ARTICLE 9 CONDITIONS PRECEDENT TO CLOSING

9.1 SMAA's Closing Conditions. SMAA'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, "**SMAA's Closing Conditions**"):

(a) *Accuracy of College's Representations.* College's representations and warranties under section 8.2 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 College will so certify. Notwithstanding anything to the contrary, in the event of an inaccuracy or breach of a representation or warranty described herein, College shall have the right to cure such inaccuracy or breach at any time prior to closing.

(b) *College's Performance.* College shall have performed all covenants and obligations and complied with all conditions required by this Agreement to be performed or complied with by College on or before the Closing Date, including, without limitation, College's obligations set forth in section 6.3 above.

(c) *Bankruptcy.* College shall not be a debtor in any bankruptcy proceeding nor shall have been in the last 6 months a debtor in any bankruptcy proceeding.

(d) *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 prohibit the transaction contemplated hereby.

(e) *Board Approval.* This Agreement and the transactions contemplated thereby shall be subject to approval by the governing body for SMAA and the Federal Aviation Administration, which approval may be withheld in their sole discretion. If such approval is not obtained on or before the Closing Date, then this Agreement shall terminate as of the Closing Date and SMAA shall have no obligation to close.

9.2 Failure of SMAA's Closing Conditions. If any of SMAA's Closing Conditions are not met (subject to College's right to cure), SMAA may either (a) waive any of SMAA's Closing Conditions and proceed to closing on the Closing Date with no increase to the Purchase Price, (b) terminate this Agreement, in which case College will receive a return of the Deposit (less the Independent Contract Consideration), or (c) if such failure constitutes a default by College, exercise any of its remedies pursuant to section 10.1 below.

9.3 College's Closing Conditions. College'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, "**College's Closing Conditions**"):

(a) *Title Policy.* The Title Company shall unconditionally commit to issue the title policy as described in the Title Commitment.

(b) *Accuracy of SMAA's Representations.* SMAA's representations and warranties under section 8.1 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 SMAA will so certify. Notwithstanding anything to the contrary, in the event of an inaccuracy or breach of a representation or warranty described herein, SMAA shall have the right to cure such inaccuracy or breach at any time prior to closing.

(c) *SMAA's Performance.* SMAA shall have performed all covenants and obligations and complied with all conditions required by this Agreement to be performed or complied with by SMAA on or before the Closing Date, including, without limitation, SMAA's obligations set forth in section 6.2 above.

(d) *Bankruptcy.* SMAA 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) *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.

(f) *Board Approval.* This Agreement and the transactions contemplated thereby shall be subject to approval by the board of directors for Acquiring Agency and the State of Florida, which approval may be withheld in their sole discretion. If such approval is not obtained on or before the Closing Date, then this Agreement shall terminate as of the Closing Date and College shall have no obligation to close.

9.4 Failure of College's Closing Conditions. If any of College's Closing Conditions are not met (subject to SMAA's right to cure), College may either (a) waive any of College'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 SMAA, exercise any of its remedies pursuant to section 10.2 below.

ARTICLE 10 DEFAULTS AND REMEDIES

10.1 College Default. Time is of the essence of College's obligations hereunder. If College 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 SMAA to College, SMAA, at SMAA'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 SMAA), shall be retained by SMAA in full settlement of any claim because the actual damages cannot be ascertained, (ii) College shall pay any cancellation charges of Escrow Agent (not to exceed \$1,000.00), 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 College's obligations hereunder (without the necessity of proving irreparable harm or posting any security), including to purchase the Property as provided herein.

10.2 SMAA Default. Time is of the essence of SMAA's obligations hereunder. If SMAA 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 College to SMAA, College, at College'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 SMAA), shall be returned to College, (ii) SMAA shall pay any cancellation charges of Escrow Agent, and (iii) both parties shall be discharged from all duties and performance here-

under, except for any obligations which by their terms survive any termination of this Agreement; or (b) pursue and obtain specific performance of SMAA's obligations hereunder (without the necessity of proving irreparable harm or posting any security), including to convey the Property as provided herein.

10.3 Waiver of Certain Remedies. Notwithstanding any contrary provision contained herein, SMAA and College hereby waive any right to consequential, punitive, or exemplary damages.

ARTICLE 11 MISCELLANEOUS

11.1 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.

11.2 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.

11.3 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.

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

11.5 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 Sarasota County, Florida. College and SMAA submit to the jurisdiction of this court.

11.6 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 and the Retained Land. 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.

11.7 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 in-

curred in connection therewith.

11.8 Indemnification. To the extent permitted by law and without waiving sovereign immunity, 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.

11.9 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.

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

If to SMAA: Sarasota Manatee Airport Authority
Sarasota Bradenton International Airport
6000 Airport Circle
Sarasota, Florida 34243
Email: _____

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

If to Trustees: _____

Email: _____

With a copy to: _____

Email: _____

If to Acquiring Agency: _____

Email: _____

With a copy to: _____

Email: _____

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.

11.11 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.

11.12 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.

11.13 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.

11.14 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.

11.15 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, SMAA has caused this Agreement to be executed on the dates indicated below.

Signed by SMAA on
_____, 2024

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

By: _____
Frederick J. Piccolo, as its President/CEO

SMAA

Approved as to Form & Legality for
Sarasota Manatee Airport Authority

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

In witness whereof, Trustees and Acquiring Agency have caused this Agreement to be executed on the dates indicated below.

Signed by Trustees on _____, 2024

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA FOR THE USE AND BENEFIT OF THE NEW COLLEGE OF FLORIDA BOARD OF TRUSTEES

By: Division of State Lands of the Florida Department of Environmental Protection

By: _____

Print Name: _____

As its: _____

TRUSTEES

Signed by Acquiring Agency on _____, 2024

NEW COLLEGE OF FLORIDA

By: _____

Print Name: _____

As its: _____

ACQUIRING AGENCY

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 2.2 of the Agreement, and hereby establishes _____, 2024 (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"
The "Land"



The Land is shown as Parcel 1.0 and Parcel 2.0.
 The New Lease will encumber Parcel 5.0.
 The Spatz Easement will encumber Parcel 6.0.

EXHIBIT "B"

The "Avigation Easement"

Record \$ _____
Doc Tax \$ _____

Prepared by and return to:
Charles D. (Dan) Bailey, Jr., Esq.
Williams, Parker, Harrison, Dietz & Getzen
200 South Orange Avenue
Sarasota, Florida 34236
(941) 366-4800

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is entered into this _____ day of _____, by the **BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, FOR THE USE AND BENEFIT OF THE NEW COLLEGE OF FLORIDA BOARD OF TRUSTEES**, whose address is 107 West Gaines Street, Tallahassee, Florida 32301, hereinafter referred to as "Owner," in favor of **SARASOTA-MANATEE AIRPORT AUTHORITY**, a body politic and corporate, organized, and existing under the laws of the State of Florida, whose address is 6000 Airport Circle, Sarasota, Florida 34243-2105, hereinafter referred to as "Authority", hereinafter collectively referred to as the "Parties".

RECITALS:

A. Owner is the fee simple titleholder to certain real property ("Property") located in Sarasota County, Florida, more particularly described as follows:

See Exhibit "A" attached hereto

B. Authority is the owner and operator of the Sarasota-Bradenton International Airport ("Airport").

C. It is the purpose of this Easement Agreement to grant to Authority a perpetual avigation easement, on terms as hereinafter set forth.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged by both parties, Owner and Authority agree as follows:

1. Owner on behalf of Owner and its heirs, assigns and all successors in interest, does hereby grant, bargain, sell and convey to Authority, its successors and assigns, a perpetual avigation easement and right of flight directly and diagonally above, across and over the Property, which Property is identified as Parcel A, Parcel B and Parcel C, on the attached Exhibit A to this Easement. The use of the easement shall include the right to generate and emit noise, vibrations, dust and fuel particles from engines, wind, and aircraft, to display aircraft landing lights, and to cause other effects as may be associated with aircraft landing and taking off at the Airport. This easement shall apply to all such aircraft activity at the Airport, with the parties acknowledging that the level of activity may increase or decrease from time to time, and it being

the intent of the parties that all such Airport activity regardless of the level shall be deemed to be included within the purview of this easement.

2. Parcel A. For that property identified as Parcel A on the attached Exhibit A, Owner shall provide on or before the last day of the thirty-sixth (36th) month immediately following the execution of this Easement by the Parties hereto, and shall continually maintain uninterrupted thereafter throughout the life of this Easement, as the same may, from time-to-time, be amended, modified, superseded, or replaced by the Parties, an unobstructed surface thereon and shall not hereafter plant or construct, cause or permit to be planted or constructed, or suffer to remain upon the Property any form of natural or man-made obstruction above the surface of the ground, including but not limited to, the construction of residential, commercial or industrial buildings, fuel handling and storage facilities, poles or antennas, smoke-generating activities, or places of public assembly, such as churches, schools, parks, office buildings, shopping centers, stadiums or athletic fields. In the event that the Owner all suffers to remain upon the Property over which said easement and right of flight is situated any obstruction as defined above after said date, the Authority shall have the right, at its sole option after giving five (5) days notice to Owner, to remove any such obstruction or to mark and light any obstruction, and to use any and all means necessary to effectuate such right. In the event the Runway Protection Zone, as prescribed in the U.S. Department of Transportation, Federal Aviation Administration, AC 150/5300-13, as currently in effect and as the same may, from time to time, be amended, modified, superseded, or replaced, hereinafter the FAA Regulation, located within the Property over which said easement and right of flight is situated is reduced for any reason, Parcel A shall likewise be reduced by an equivalent amount and Parcel B shall expand by an equivalent amount upon written notice from the Authority to Owner, without the need for a written amendment to this Easement.

3. Parcel B. For that property identified as Parcel B on the attached Exhibit A, Owner shall not hereafter plant or construct, cause or permit to be planted or constructed, or suffer to remain upon the Property over which said easement and right of flight is situated, any bush, shrub, tree, pole, fence, building, structure, or other obstruction of any kind or nature whatsoever which the Authority shall determine now extends, or which may at any time on the date hereof or in the future extend, into the airspace above the Property to an elevation exceeding that elevation prescribed in Part 77 of the Federal Aviation Administration Regulation, 14 Code of Federal Regulation §77.1 et. seq., as currently in effect and as the same may, from time to time, be amended, modified, superseded, or replaced, hereinafter the "FAA Regulations." In the event that the Owner permits or suffers to remain upon the Property over which said easement and right of flight is situated any obstruction as defined above, the Authority shall have the right, at its sole option after giving five (5) days' notice to Owner, to remove any such obstruction or to mark and light any obstruction, and to use any and all means necessary to effectuate such right.

4. Parcel C. For that property identified as Parcel C on the attached Exhibit A, provided each person operating an aircraft complies with any routes or altitudes specifically prescribed by the FAA, Owner shall provide a right of flight above, across and over the Property without undue hazard at altitudes equivalent to or less than the minimum altitudes prescribed by 14 CFR, §91.119, when necessary for the emergency or non-emergency takeoff or landing of aircraft at the Airport.

5. Parcel D. For that property identified as Parcel D on the attached Exhibit A, except for any obstructions (i.e., buildings, landscaping, facilities, antennas, and other obstruc-

tions) which exist as of the date of this Easement, Owner shall provide and shall continually maintain uninterrupted thereafter throughout the life of this Easement, as the same may, from time-to-time, be amended, modified, superseded, or replaced by the Parties, an unobstructed surface thereon and shall not hereafter plant or construct, cause or permit to be planted or constructed, or suffer to remain upon the Property any form of natural or man-made obstruction above the surface of the ground, including but not limited to, the construction of residential, commercial or industrial buildings, fuel handling and storage facilities, poles or antennas, smoke-generating activities, or places of public assembly, such as churches, schools, parks, office buildings, shopping centers, stadiums or athletic fields. In the event that the Owner suffers to remain upon the Property over which said easement and right of flight is situated any new obstruction as defined above, the Authority shall have the right, at its sole option after giving five (5) days notice to Owner, to remove any such new obstruction or to mark and light any obstruction, and to use any and all means necessary to effectuate such right. Notwithstanding the foregoing, Owner shall not be required to remove any obstructions existing as of the date of this Easement. However, in the event any such preexisting obstruction is impaired or destroyed by any means, including by casualty, intentional act, or otherwise, to an extent of more than 50 percent of its actual replacement cost at time of impairment or destruction, or becomes functionally obsolete or inhabitable to an extent of more than 50 percent of its actual replacement cost at time of impairment or destruction it shall not be reconstructed, it shall not be reconstructed, and Owner shall, no later than 90 days after the date of the impairment or destruction, cause the underlying land to be unobstructed pursuant to the terms of this Section 5 (and if Owner fails to do so, the Authority shall have the right to do so as set forth in this Section 5). In addition, no such preexisting obstruction may be enlarged or altered beyond the height and footprint of the obstruction existing as of the date of this Easement. In the event the Runway Protection Zone, as prescribed in the U.S. Department of Transportation, Federal Aviation Administration, AC 150/5300-13, as currently in effect and as the same may, from time to time, be amended, modified, superseded, or replaced, hereinafter the FAA Regulation, located within the Property over which said easement and right of flight is situated is reduced for any reason, Parcel D shall likewise be reduced by an equivalent amount and Parcel B shall expand by an equivalent amount upon written notice from the Authority to Owner, without the need for a written amendment to this Easement.

6. Owner shall not hereafter use, cause or permit to be used, or suffer use of the Property in such a manner as to create electrical, electronic or other interference with radio, radar, microwave or other similar means of communications between the Airport and aircraft, or to make it difficult for the operators of aircraft to distinguish between Airport and regularly installed air navigation lights and visual aids and other lights, or so as to result in glare in the eyes of operators of aircraft, or to impair visibility in the vicinity of the Airport, or to otherwise endanger approaching, landing upon, taking off from, maneuvering about or operating of aircraft on, above and about the Airport. If the Owner hereafter uses, causes or permits to be used, or suffers use of the Property in violation of this paragraph 5, Authority shall have the right, with or without instituting legal action, after giving five (5) days' notice to Owner, to enter onto the Property, and use any and all means necessary to terminate such activity, including removing any natural obstruction, man-made obstruction, or instrumentality described above. Without limiting the generality of the foregoing, Authority may institute in any court of competent jurisdiction an action to prevent, restrain, correct, or abate such violation.

7. This easement shall be perpetual in nature and shall bind and run with the title to the Property and shall run to the benefit of Authority or its successor in interest as owner and operator of the Airport forever.

8. To the extent permitted by law, but without waiver of sovereign immunity, Owner on behalf of Owner, its heirs, assigns and successors in interest, does hereby release and hold harmless the Authority, and any and all related parties of Authority, including but not limited to Authority members, officers, managers, agents, servants, employees and lessees, from any and all claims, demands, damages, debts, liabilities, costs, attorneys' fees or causes of action of every kind or nature for which Owner or its heirs, assigns, or successors currently have, have in the past possessed, or will in the future possess, as a result of Airport operations or aircraft activities or noise levels related to or generated by Airport activity, or may hereafter have as a result of use of this easement, including but not limited to damage to the above-mentioned property or contiguous property due to noise, vibrations, fumes, dust, fuel particles and other effects of the operation of the Airport or of aircraft landing or taking off at the Airport.

9. Should either party hereto or any of their successors or assigns in interest retain counsel to enforce any of the provisions herein or protect its interest in any matter arising under this Easement Agreement, or to recover damages by reason of any alleged breach of any provision of this Easement Agreement, the prevailing party shall be entitled to all costs, damages and expenses incurred including, but not limited to, attorneys' fees and costs incurred in connection therewith, including appellate action.

10. No provision of this Easement Agreement is to be interpreted for or against any party because that party or that party's legal representative drafted such provision. This agreement shall be interpreted and construed according to the laws of the State of Florida.

11. No breach of any provision of this Easement Agreement may be waived unless in writing. Waiver of any one breach of any provision of this Easement Agreement shall not be deemed to be a waiver of any other breach of the same or any other provision of this Easement Agreement. This Easement Agreement may be amended only by written instrument executed by the parties in interest at the time of the modification. If any one or more covenant, condition or provision contained herein is held invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Easement Agreement and shall in no way affect, impair or invalidate any other provision hereof so long as the remaining provisions do not materially alter the rights and obligations of the parties. If such condition, covenant or other provision shall be deemed invalid due to this scope or breadth, such covenants, condition or other provision shall be deemed valid to the extent of the scope or breadth permitted by law.

12. In the event the Airport shall be subdivided into more than one parcel, or the Airport or a portion thereof becomes subject to operations, management or administration by a party in addition to or in lieu of the Authority, then and in that event the parties agree that same shall not terminate or otherwise affect this Easement Agreement so long as a portion of the Airport continues to operate for standard airport flight purposes, and that any such successor in interest to the Authority shall be entitled to all of the benefits running to Authority hereunder.

12. Owner hereby covenants with Authority that Owner is lawfully seized of said property in fee simple; that it is free of encumbrances except as above stated; that Owner has good right and lawful authority to convey this easement. Owner does hereby warrant title to the easement and will defend the same against the lawful claim of all persons whomsoever.

[Signature page follows]

THIS EASEMENT AGREEMENT is executed as of the date first above written.

Signed, sealed, and delivered.
in the presence of:

SARASOTA-MANATEE AIRPORT
AUTHORITY

Signature of Witness

By: _____

As its _____

Print Name of Witness

“Authority”

Signature of Witness

Print Name of Witness

Signature of Witness

Print Name of Witness

Signature of Witness

Print Name of Witness

“Owner”

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ 202__ by _____, as _____ of SARASOTA-MANATEE AIRPORT AUTHORITY, a body politic and corporate. The above-named person is personally known to me or has produced _____ as identification. If no type of identification is indicated, the above-named person is personally known to me.

(Notary Seal)

Signature of Notary Public

Print Name of Notary Public

I am a Notary Public of the State of Florida, and my commission expires on _____.

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, by _____ who personally known to me or who has produced _____ identification. If no type of identification is indicated, the above-named person is personally known to me.

(Notary Seal)

Signature of Notary Public

Print Name of Notary Public

I am a Notary Public of the State of Florida, and my commission expires on _____.

Exhibit “A”

(To Avigation Easement)

[Legal description to be provided by Authority during Inspection Period per Purchase and Sale Agreement]

EXHIBIT "C"

College's Land Encumbered by the Avigation Easement

Parcel A:



Parcel A is shown as the areas in green and blue, above.

The Runway Protection Zone is outlined in purple.

Parcel B:



Parcel B is shown as the portion of the College campus, outlined in red, located within the Part 77 cone, shown in white.

The boundaries of Parcel B shall be the points of intersection between the College campus and the Part 77 cone.

Parcel C:



Parcel C is shown as the area outlined in red, being the College's campus, including the Land.

Parcel D:



Parcel D is the area shown in yellow, being the portion of the College's campus inside the Runway Protection Zone that is not otherwise included in Parcel A.

The Runway Protection Zone is outlined in purple.

AGENDA ITEM NO. 7.1

**Sarasota Manatee Airport Authority
Balance Sheet
Thursday, February 29, 2024**

Assets*Current Assets*

Cash & Investments	\$32,268,340
Accounts Receivable	1,963,455
Grants Receivable	4,434,584
Accrued Interest Receivable	13,423
Inventory	346,135
Prepaid Insurance	174,322
Prepaid Expense & Other Assets	2,798,138
<i>Total Current Assets</i>	<u>41,998,396</u>

Non-Current Assets

<i>Customer Facility Funds</i>	19,764,622
<i>Passenger Facility Funds</i>	1,102,416
Airport Facilities & Equipment	375,573,961
Accumulated Depreciation	(222,063,226)
Intangible Assets, net	566,857
Construction in Progress	124,353,687
<i>Total Non-Current Assets</i>	<u>299,298,316</u>

Total Assets**\$341,296,712****Deferred Outflow of Resources - Pension****6,123,275****Liabilities and Net Position***Current Unrestricted Liabilities*

Accounts Payable	1,374,777
Unearned Income	649,264
Accrued Expenses & Other Liabilities	1,682,647
<i>Total Unrestricted Liabilities</i>	<u>3,706,688</u>

Non-Current Liabilities

Net Pension Liabilities	7,958,292
<i>Total Non-Current Liabilities</i>	<u>7,958,292</u>

Total Liabilities**11,664,981****Deferred Inflow of Resources - Pension****1,487,992****Net Position**

Net Assets	310,399,787
Current Profit Account	23,867,228

Total Net Position**334,267,014**

Sarasota Manatee Airport Authority
Budget/Year to Date Actual
For the Period Ending Thursday, February 29, 2024

	<u><i>This Month</i></u> <u><i>This Year</i></u>	<u><i>Total</i></u> <u><i>Budget</i></u>	<u><i>Year to Date</i></u> <u><i>This Year</i></u>	<u><i>Budget Less</i></u> <u><i>Actual YTD</i></u>	<u><i>Actual</i></u> <u><i>YTD %</i></u>
<i>Supplies</i>					
Fabrication Supplies	139	19,000	8,064	10,936	42.4%
Extinguishing Agent	705	40,000	705	39,295	1.8%
First Aid Supplies	3,895	12,000	4,342	7,658	36.2%
Gas & Fuel	139	126,900	1,593	125,307	1.3%
Identification	0	20,000	11,204	8,796	56.0%
Janitorial Supplies	29,085	376,338	134,554	241,784	35.8%
Lighting	0	41,200	4,934	36,266	12.0%
Lighting - Airfield	5,849	60,000	65,740	(5,740)	109.6%
Miscellaneous Supplies	834	12,500	4,149	8,351	33.2%
Miscellaneous Terminal Furnishings	0	12,000	648	11,352	5.4%
Non-Capital Equipment	4,159	90,100	16,024	74,076	17.8%
Safety Supplies	0	4,000	428	3,572	10.7%
Shop Supplies	273	22,500	7,476	15,024	33.2%
Signage	3,865	55,000	21,453	33,547	39.0%
Small Tools and Equipment	4,116	55,750	20,521	35,229	36.8%
Vegetation Control	466	27,000	3,993	23,007	14.8%
Ammunition/Wildlife Disbursement	834	13,500	864	12,636	6.4%
<i>Subtotal</i>	<u>54,359</u>	<u>987,788</u>	<u>306,693</u>	<u>681,095</u>	<u>31.0%</u>
<i>Total Operating Expenses</i>	<u>3,250,676</u>	<u>30,757,641</u>	<u>12,837,607</u>	<u>17,920,034</u>	<u>41.7%</u>
<i>Profit (Loss) from Operations</i>	<u>5,251,592</u>	<u>28,942,537</u>	<u>29,330,009</u>	<u>(387,472)</u>	<u>101.3%</u>
<i>Depreciation and Amortization</i>					
Amortization	31,441	366,046	157,204	208,842	42.9%
Depreciation	1,005,441	12,120,309	5,064,564	7,055,745	41.8%
<i>Total Depreciation and Amortization</i>	<u>1,036,882</u>	<u>12,486,356</u>	<u>5,221,768</u>	<u>7,264,587</u>	<u>41.8%</u>
<i>Other Expenses</i>					
Marketing	22,930	300,000	241,013	58,987	80.3%
<i>Total Other Expenses</i>	<u>22,930</u>	<u>300,000</u>	<u>241,013</u>	<u>58,987</u>	<u>80.3%</u>
<i>Net Profit (Loss)</i>	<u>\$4,191,780</u>	<u>\$16,156,181</u>	<u>\$23,867,228</u>	<u>(\$7,711,047)</u>	<u>147.7%</u>

**SARASOTA MANATEE AIRPORT AUTHORITY
INVESTMENT PORTFOLIO
FOR THE MONTH OF FEBRUARY 2024**

<u>Description</u>	<u>Cusip/Invest</u>	<u>Coupon</u>	<u>Par Value Orig Face</u>	<u>Purchase or Book Yield</u>	<u>Acquisition Cost</u>	<u>Purchase Date</u>	<u>Maturity Date</u>	<u>Int. Rec'd</u>	<u>Market Value</u>	<u>Yield @ Market</u>	<u>Market Price</u>	<u>Purchase or Book Price</u>
				(1)				(2)	(3)			
1 US Treasury Bill	912797HH3		4,070,000	5.31	4,031,361	2/13/2024	5/2/2024		4,033,044	5.31	99.092	99.05
2 US Treasury Bill	91297GX9		4,300,000	4.96	4,273,612	2/1/2024	3/14/2024		4,291,830	4.96	99.81	99.39
3 US Treasury Bill	91297JN8		4,700,000	5.28	4,661,507	2/20/2024	4/16/2024		4,668,228	5.28	99.324	99.18
4 US Treasury Bill	91297GZ4		4,291,000	5.28	4,234,272	1/4/2024	4/4/2024		4,269,588	5.23	99.501	98.68
5 US Treasury Bill	91297LL9		4,090,000	5.12	4,067,889	2/13/2024	3/21/2024		4,077,975	5.12	99.706	99.46
6 US Treasury Bill	91297HG5		4,650,000	5.3	4,606,132	2/20/2024	4/25/2024		4,612,475	5.3	99.193	99.06
7 Cash			6,918		6,918				6,918	4.97	1.000	1.00
Total Investments			<u>26,107,918</u>		<u>25,881,691</u>			<u>-</u>	<u>25,960,058</u>			

(1) Yield to Maturity.

(2) Interest on Notes is paid semi-annually, accrued monthly (USTN)

(3) Market value on non-restricted funds are provided by the Custodian, US Bank.

FINANCE DEPARTMENT

February 2024

Budget/Financial Information: Included in the Board packet are the unaudited preliminary financial statements for February.

Summary information contained therein for February is as follows:

Operating revenues for the month of February were approximately 6.4% lower than anticipated in the FY 24 budget.

Operating expenses for the month of February were approximately 21.1% higher than anticipated in the FY 24 budget.

On a year to date basis, operating income is 5.5% above budget and operating expenses are .002% below budget.

As part of the ongoing development of investment policies and procedures, reports have been developed based on information provided by Sarasota County Clerk of the Court. The current disclosure reflects an Investment Portfolio Analysis, along with a Portfolio Activity Report. Staff continues to work closely with the Clerk's office. Investments earned total \$ 144,631 for February 2024. Year to Date investment earnings is \$ 1,035,754

Passenger Facility Charge (PFC): A separate detail which reflects PFC collections for the month of February and cumulative to date.

Summary Costs and Grant Reimbursements on both the Capital Projects and in-house projects are as follows:

In February 2024, we expended \$ 11,927,754 and received grant reimbursements of \$ 5,974,141 which represent prior months filings. Cumulatively, we have expended \$ 135,008,701 with grant reimbursements of \$ 59,566,512 for a current cash flow deficit of \$ 75,442,189.

Sarasota Manatee Airport Authority
Sarasota Bradenton International Airport (SRQ)
PFC Collections by Carrier

Carrier	2/29/2024	Collected since inception	Carrier	2/29/2024	Collected since inception	Carrier	2/29/2024	Collected since inception
Aces Airlines		24.86	Croatia Airlines		79.02	Northwest		1,996,108.91
Aer Lingus		1,394.24	Czech Airlines (Aviation Industry Consultants)		2,516.42	Olympic Airways		165.43
Aero California		8.64	Delta Air Lines	116,261.69	33,637,636.80	Pan American		5.84
Aero Costa Rico		2.92	El Al Israel Airlines	17.23	1,478.07	Panamena De Aviacion		8.78
Aeroflot - Russian Airlines		965.48	Elite		61,345.86	Paradise Island		28.80
Aeromexico	87.80	6,137.95	Emirates	8.78	4,410.82	PenAir (Penninsula Airways)		13.17
AeroPeru		19.02	Empire		757.44	Philippine Air		188.77
Aerpostal Venezuela		17.52	Eva Airways		831.92	Private Jet		3,719.95
Air Aruba		11.68	ERA Aviation		84.84	Qantas	17.56	4,104.18
Air Canada	4,359.24	1,105,838.59	Etiyah Airways		698.01	Qatar	20.63	4,052.90
Air Europa		401.46	Express One		8,387.70	Reno Air		35,332.00
Air France	261.53	36,230.03	Falcon Express		1,454.16	Republic Airlines		3,612.86
Air India		2.88	Faucett		8.76	Royal Air Maroc		69.66
Air New Zealand		1,984.22	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	13.17	588.26	Frontier Airlines	33,471.76	752,219.37	SAHSA		5.28
Air Sunshine		109,075.76	G-P Express		89.28	SAS (Scandinavian)		4,489.93
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		118.53	Sevicios Avensa		280.28
Alaska Airlines	61.35	6,336.38	Great Lakes Aviation		44.06	Silver Airways Corp		114.14
Alitalia/ITA		4,465.90	Hahn Air		2,956.82	Singapore	30.73	3,356.91
All Nippon Airways (ANA)	17.45	623.16	Hawaiian Airlines		1,026.82	Skyservice		9,903.84
Allegiant Air	130,481.05	6,917,700.05	Iberia	13.17	1,567.19	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	222,166.24	6,095,048.10
American (AMR)	91,265.76	7,342,394.02	JAL (Japan Airlines)		936.04	Sun Country	10,193.58	475,125.86
ATA Airlines, Inc.		2,527,486.80	Jet Airways		114.14	Sun Pacific Int'l (HMHF)		3,612.04
Asiana Airlines		886.30	Jet Blue	34,173.13	6,092,050.32	Sunworld Int'l Airlines		224.84
ATA Leisure Corp.		90,614.78	JetsGo		6,418.18	SwissAir	13.17	5,648.15
Austrian Airlines		1,060.00	Kenya		215.21	Taca Int'l Air		348.76
AV Atlantic		1,027.84	KLM	116.22	12,301.09	TAM Airlines (Aviation Industry Consultants)		1,056.56
Avelo Airlines	12,557.93	309,903.82	Korean Air	39.58	17,935.98	TAP Air Portugal	21.95	242.82
Avensa		43.20	Kuwait Airways		2.92	Tower Air		17.52
Avianca		245.09	Lacsa		36.54	Trans Brasil Airlines		33.61
Aviateca, S.A.		5.84	Laker Airways		803.00	Trans World Airways		781,609.36
Azul Brasileiras	8.78	35.12	Lan Airlines		21.95	Turk Hava (Turkish)	30.62	2,371.39
Big Sky		2.92	Lan Argentina		17.56	Ultrair		2.88
Breeze Airlines	9,596.54	168,123.83	Lan Chile	17.56	425.40	United	77,783.01	4,850,270.71
British Airways		11,950.95	Lan Peru		21.95	US Air Shuttle		2.92
Brussels Airlines		215.00	LATAM Airlines Group		539.97	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		1,533.40	Vietnam Airlines		83.41
CanJet		120,295.00	LTU		74.88	Virgin Atlantic	43.90	8,140.34
Cape Air / Hyannis Air Service		242.90	Lufthansa	52.68	8,350.79	Viscount Air Service		2,006.04
Carnival Air Lines		1,883.40	Malaysia		406.88	Viscount Air Tours		353.32
Casino Air Link		887.68	Malev Hungarian		241.88	Vision		2,809.60
Casino Express		8,389.66	Mark Travel Corp.		10,856.56	WestJet		59,780.01
Cathay Pacific		3,276.36	Mesa Airlines		132.20	World Airways		35.04
Cayman Airways		101.96	Compania Mexicana		438.74	Total	743,208.18	92,741,116.66
Champion Air (MLT, Inc.)		9,343.96	MGM Grand Air		302.40	PFC checking Interest	2,253.84	1,758,811.04
China Airlines	4.39	2,459.12	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		95,129,299.19
Continental Micronesia		44.05	North American Airlines		443.39	Balance		1,102,406.17
Copa		11.56						



SARASOTA MANATEE AIRPORT AUTHORITY MONTHLY INVESTMENT REPORT

January 2024

Prepared by Karen E. Rushing, Clerk of the Circuit Court and County Comptroller



Summary of Investment Strategy: The FOMC left interest rates unchanged in January at 5.25% - 5.50%, where it has been now for six months. In considering any adjustments to the target range for the federal funds rate, the Committee said in this month's statement, "The Committee does not expect it will be appropriate to reduce the target range until it has gained greater confidence that inflation is moving sustainably toward 2%. In addition, the Committee will continue reducing its holdings of Treasury securities and agency debt and agency mortgage-backed securities, as described in its previously announced plans." Current investable U.S. Treasury yields range from 3.85% to 5.33%. January investment portfolio activity consisted of \$12.2 million in purchases and \$19.3 million in maturities. Upon clearer identification of future cash flow needs by Airport Authority staff - overnight funds will be deployed to enhance investment performance.

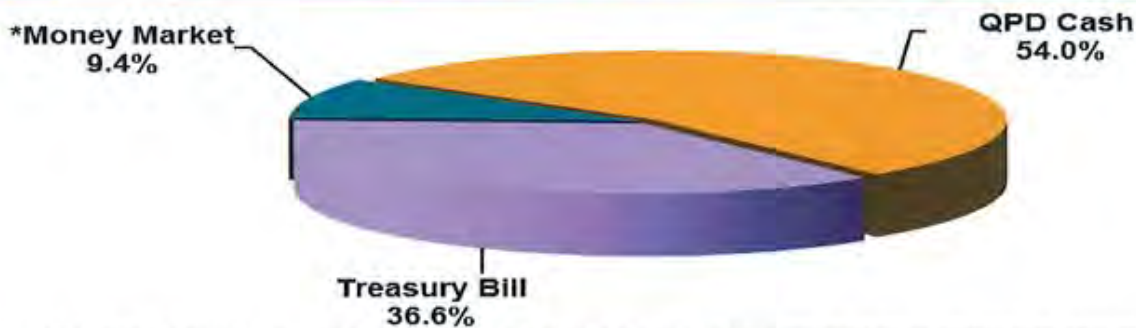
KEY ECONOMIC INDICATORS

- ▶ ISM Manufacturing came in at 47.4 in December, above expectations of 47.1 and higher than prior month's value of 46.6.
- ▶ Non-Farm Payrolls increased by 216k in December which was above expectations of 175k. November's figure was revised lower to 182k from the previously reported 199k.
- ▶ Average hourly earnings were up 4.1% in December – higher than expectations of 3.9% and below last month's revised increase of 4.3%.
- ▶ Producer prices ex-food and energy, YOY 1.8% in December; below expectations of 2.0% increase and below prior month's 2.0% increase.
- ▶ Retail sales ex auto and gas increased by 0.6% in December; higher than expectations of 0.3% and matching prior month's 0.6% increase.

NEWS and EVENTS

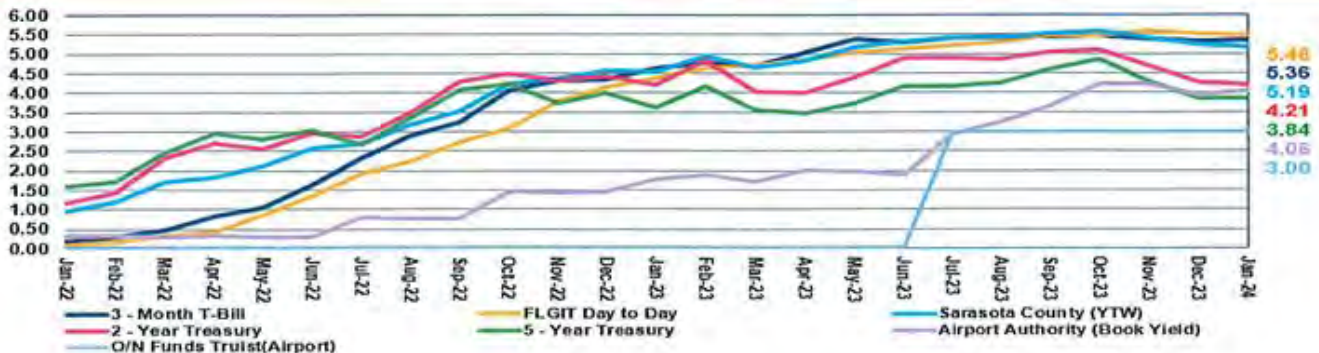
- ▶ The Federal Reserve ran an operating loss of \$114.3 billion last year, its largest operating loss ever.
- ▶ Fed officials will start deliberations on slowing, though not ending, the central bank's contraction of its bond and other asset holdings as soon as their policy meeting this month.
- ▶ American shoppers spent strongly this holiday season, helping to lift retail sales a seasonally adjusted 0.6% in December from a month earlier, in a sign that consumers can drive economic growth in 2024.
- ▶ Consumer sentiment surged 29% since November, the biggest two-month increase since 1991, the university of Michigan said.
- ▶ The U.S. economy, defying economists' outlook for a likely recession in 2023, grew 3.1% from a year earlier in the fourth quarter on the back of a resilient labor market and strong consumer spending.

PORTFOLIO COMPOSITION



*Money Market holding was not purchased through delegation to the Clerk of Court and County Comptroller and does not conform to the Sarasota Manatee Airport Authority Investment Policy.

YIELD COMPARISON





January 2024



PORTFOLIO STATISTICS

*Includes Cash

	August	September	October	November	December	January
Portfolio at Cost	69,608,246	66,384,143	69,511,504	61,163,631	56,240,110	56,054,757
Market Value Portfolio	69,591,471	66,552,697	69,714,895	61,405,804	56,488,930	56,221,000
Yield Based Upon Cost	3.24%	3.66%	4.23%	4.24%	3.95%	4.06%
Interest Accrued	77,677	89,962	105,737	94,576	105,016	97,683
Interest Accrued Fiscal Year to Date						\$ 403,011

SHOCK ANALYSIS

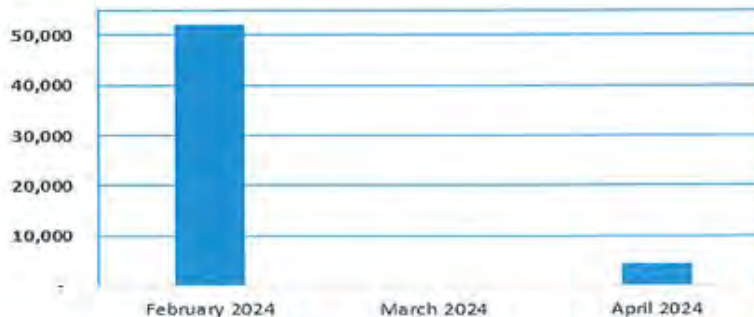
The portfolio shock analysis is a proactive risk management tool, utilized to evaluate how the Airport Authority's current portfolio would react to certain defined interest rate scenarios. This tool enables us to monitor the county's interest rate risk exposure to ensure it is aligned with the requirements of the investment policy. The table below presents the base scenario on how the portfolio is performing in the current interest rate environment, accompanied by scenarios of interest rate increases, and decreases.

	Down 50 Basis Points	Down 25 Basis Points	Base	Up 25 Basis Points	Up 50 Basis Points
Book Value	\$ 56,054,757	\$ 56,054,757	\$ 56,054,757	\$ 56,054,757	\$ 56,054,757
Market Value	56,225,776	56,223,388	56,221,000	56,218,616	56,216,233
Gain/(loss) unrealized	171,019	168,631	166,243	163,859	161,476
Market price	99.90	99.89	99.88	99.87	99.85
Book Yield	4.06	4.06	4.06	4.06	4.06
WAL	0.06	0.06	0.06	0.06	0.06
Effective Duration	0.06	0.06	0.06	0.06	0.06
Effective Convexity	0.00	0.00	0.00	0.00	0.00

CASH FLOW FORECAST

The cash flow forecast chart is a graphical representation of the annual projected cash flows of the Airport Authority's investment portfolio resulting from expected investment maturities and calls. This management tool is utilized to evaluate portfolio liquidity, to make sure there is sufficient cash on hand to meet day-to-day expenses, and optimize reinvestment of excess funds.

Principal Cash Flow (1,000's)



Sarasota Manatee Airport Authority
 6000 Airport Circle, Sarasota, FL 34243 + www.srq-airport.com

HUMAN RESOURCES

FEBRUARY 2024

**HUMAN RESOURCES DEPARTMENT
ACTIVITY FOR THE MONTH OF FEBRUARY 2024**

OPEN POSITIONS

POSITION	NUMBER OF POSITIONS	POSITIONS FILLED	APPLICANT(S) HIRED	STARTING DATE
Baggage Handling System Technicians PT	3			
Firefighter EMT	1			
IT System Technicians	3	2	Wiley Tost, Scott Barber	2/15/2024 2/24/2024
Fleet Mechanic I or II	1			
Maintenance Technician	3			
Floor Maintenance Technican	1			
Admin. Assistant - Operations, ARFF, Marketing & PR	1			
Operations Officer	1			
Police Officer - FT	3	1	Brian Turner	2/12/2024
Real Estate Development & Properties Coordinator	1			
Senior Project Manager	1			
Property Leasing Manager	1	1	Diane Drakulich	2/7/2024
Engineering Assistant	1			
Traffic Control Specialist	3			
TOTALS	24	4		

SEPERATIONS

NAME	HIRE DATE	SEPARATION DATE	POSITION
Kimberly Camacho	5/10/2019	2/11/2024	Police Officer
Jacob Weinberger	12/6/2021	2/16/2024	IT System Technician
Roger Miller	10/20/2021	2/28/2024	Baggage Handling System Technician

The following positions(s) are funded in the FY 24 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**FEBRUARY 2024****BIDS/QUOTES:**

Schindler Elevator finished work on the Concourse Service Elevator and the 2 Stop Elevator in the Terminal. Both have passed state inspection. They have started work on the 3 Stop elevator and should be completed by the end of March before starting work on the Terminal Freight Elevator.

The new Parking Lot Equipment has been installed in all lots. The LPR Camera System has shown to be running about 98.7% accuracy so far. The new Pay on Foot kiosk and the Mobile Pay APP are now working. We are working with Properties, Marketing, and Facilities on an advertising campaign to inform our passengers of these new services. The plan is to use the visual paging monitors at the gates, signage in the baggage area, and the website. We will also install signs in all of the Shuttles. The protective bollards have been installed by Facilities to protect the LPR cameras.

Purchasing has received all three bid packages for the new ground boarding equipment. These purchases will be for Passenger Stairs, ADA Aircraft Ramps, and combination PCA/GPU units to be used at the new GBF. Allegiant has approved the equipment specifications, and we will take the bids to the March Board meeting. We are trying to get grant funds from FAA and FDOT for these purchases.

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 \$5413.00 of sales in the month of February 2024.**

DEPARTMENT PROJECTS:

- Elevator Modernization Project and the new Parking Lot Equipment Replacement Projects are moving forward.
- Received bid packages for needed ground equipment to support airport operations at the new GBF.
- Writing new Management directives for our Cellphone Program.

CONTRACTS ISSUED: NONE.

SUMMARY OF DEPARTMENT ACTIVITY FOR THE MONTH:**PURCHASING:**

- Purchase Orders Issued: 112
- Blanket Purchase Orders Issued: 3
- Emergency Purchase Orders Issued: 0
- Change Orders Issued: 3

WAREHOUSE/RECEIVING:

- Inventory Stock Transactions 92

NOTICE TO THE BOARD: Per the Purchasing Policy, all purchases up to \$150,000 require at least three informal quotes. All purchases above \$150,000 value shall be publicly noticed and made on the basis of competitive sealed bids, competitive sealed proposals, or competitive sealed replies. All exceptions shall be noted to the Authority at its next regular meeting. The following are exceptions to this policy for **February 2024: NONE.**

AGENDA ITEM NO. 7.4

SARASOTA MANATEE AIRPORT AUTHORITY
REAL ESTATE DEVELOPMENT & PROPERTIES STAFF REPORT
MARCH 25, 2024 REGULAR MEETING

REAL ESTATE DEVELOPMENT & PROPERTIES

FEBRUARY 2024

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 #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 complete, but on hold until post season to implement. A meeting with the three rental car companies is scheduled in May to discuss current/short term and long-term plans.

NORTH QUAD DEVELOPMENT:

- Sheltair FBO: Sheltair proceeding, design plans in permitting at the county. Sheltair to commence with construction mid 2024 while obtaining final vertical permits.
- SRO Hangar, LLC: SRO Hangar site design plans underway and to be submitted spring 2024.
- EAA: EAA has commenced with due diligence and conceptual site planning. Fundraising is underway.
- GA FIS: The GA FIS facility is in redesign to include downsizing and merging with Sheltair ramp to reduce construction requirements.
- Roper Tech: Roper Tech applied for a 20,000-sf hangar in the N Quad, a lease has been drafted and will be submitted to the Board for consideration/approval at the March meeting.
- ASG: ASG, a lease has been approved by the Board at the January meeting, to include a two-phase development for charter services. ASG due diligence underway and ASG working to obtain financing commitment.
- Pilatus Aircraft: Properties is in negotiations with Pilatus for a sales/service center to be developed on 17 acres of the N Quad and is contemplated to be submitted at the May Board meeting.

School District of Manatee County, Florida: Manatee Schools value engineer facility plans which may include eliminating one of two hangars, then proceed to permit and construction.

Team Success: Sitework and buildings are complete, opening of the school is scheduled for the fall of 2024.

Boca Aircraft Maintenance: BAM is planning certain needed improvements to outfit the hangar for MRO services.

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.

Ferrovial vertiports: Negotiations with Ferrovial have been placed on hold to a lease of 3.5 acres to develop a vertiport, while the airport research/investigate best practices for this operation prior to entering an agreement.

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 (approx. 3.5 acres) is planned for a vertiport operation.

Concessions: The Concessions redevelopment process is underway with the SSP and Paradies, initial plans have been submitted for all new concessions.

HMS Host: HMS Host submitted a schedule and submitted 75% design plans for this Island Bar project.

Mitchell Management of Florida, Inc.: The HMS Host Island Bar will be coordinated with this project to provide bar/lounge services to replace the Kona and allow Huey Magoo's to move into the space. Huey Magoo's submitted a schedule, and 30% plans are underway.

Property #10/M-lot hangars: A lease with ASG a charter company has been completed for the two hangars. ASG plans to transition from rental hangars and develop a hangar facility in the N Quad as described above. Lease extension to be provided as needed until such time ASG transitions into its planned hangar(s).

A lease with Elixir aircraft was approved at the September Board. Elixir aircraft is working towards its FAA certification and will transition into the hangars one at a time. Thus, ASG will be transitioned out one hangar at a time as Elixir takes occupancy of each hangar. The Authority is negotiating with Atlantic FBO for additional parking areas for Elixir employees, an amendment to add parking is fourth coming.

Property #2/Tallevast: Properties is reviewing/considering a developer proposal to jointly develop Property 2 as an industrial park.

Parking: SKIDATA parking revenue equipment was installed and is operational.

Dolphin FBO Expansion: Construction underway on six planned hangars at Dolphin/Hawthorne. This hangar project has been delayed due to permit oversights and Dolphin is working to correct same. The hangars are anticipated to receive C.O. in Sep. 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.

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 design plans underway.

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.

T-HANGAR MONTHLY STATUS REPORT
For the Month of FEBRUARY 2024

Item	Qty.	No. Leased	Wait List	Leased %	Monthly Rate	Monthly Rent	Annual Rent
T-Hangars							
51'5 W Oversize	4	4	26	100%	\$1,700.00	\$6,800.00	\$81,600.00
48' W Large	27	27	65	100%	\$695.00	\$18,765.00	\$225,180.00
42' W Standard w/additional 176 sq. ft. storage	4	4	3	100%	\$629.00	\$2,516.00	\$30,192.00
42' Standard (42' wide)	121	121	112	100%	\$508.00	\$61,468.00	\$737,616.00
42' W Standard Discounted rate for CAP & EAA	2	2		100%	\$250.00	\$500.00	\$6,000.00
Storage Rooms	7	4		57%	\$100.00	\$400.00	\$4,800.00
Storage Rooms (Discounted rate for CAP & EAA)	2	2		100%	\$10.00	\$20.00	\$240.00
TOTALS	167	164	206			\$90,469.00	\$1,085,628.00

GENERAL AVIATION:

- Maintenance Requests: 2
- Total number of tenants: 164
- Total rentable spaces: 167
- 108 tenants using auto credit card method of payment
- 4 co-tenancies

AGENDA ITEM NO 7.5**Operations Department
Monthly Report
February 2024**

Projects and Activities

- Operations corrected several minor issues with the Access Control System during the month.
- Operations attended construction meetings for In-line Baggage System, East Ramp Expansion, West Ramp/Employee Parking Lot Expansion, Ground Boarding Facility, Overflow Parking Lots, and Ground Transportation Center.
- Operations conducted multiple vehicle and aircraft escorts throughout the month.
- Operations conducted multiple "drivers training" sessions on the airfield.
- Operations responded to multiple wildlife and FOD calls throughout the month.
- Operations personnel received driver training on the Cobus vehicles.
- 02/06 & 07 – Runway 4/22 closed midnight to 6AM, daily, for pressure washing.
- 02/19, 20, & 21 – Runway 4/22 closed 10PM to 6AM, daily, for painting.
- 02/29 – Reconstructed Taxiway Connector R5 opened. GA Customs Clearance relocated from west ramp to area near R5.

Alerts and Incidents

- 02/01 – Alert III: A Piper Arrow landed on Runway 22 with the nose gear retracted. No injuries were reported, and no fuel leak observed. ARFF lift bag was used to lift the aircraft and the nose gear was pulled down manually (by Universal Flight Services personnel) and locked in place. The aircraft was towed to the UFS hangar.
- 02/02 – Vehicle Fire: Operations assisted APD w/traffic control at a vehicle (brake) fire near the entrance to the Long/Short Term Parking.
- 02/03 - ATCT reported a landing Cirrus Vision SF50 jet on Taxiway A4 with a flat main; Operations and ARFF responded. The aircraft's right main was placed on the ARFF PlaneSkate and towed (by Dolphin tug) to Dolphin.
- 02/12 – Fuel Spill: Less than 10 gallons of jet fuel vented out of a B737-700 at gate B14; Operations and ARFF responded. Menzies Aviation personnel contained the fuel spill and applied absorbent to the spilled area. ARFF washed down the area after the absorbent was removed.
- 02/14 - A Diamond DA62 blew a left main tire upon landing on Runway 32; runway closed. Operations contacted ARFF for response with the PlaneSkate. The aircraft was towed to Dolphin Aviation by a Dolphin tug. Runway 32 closed for approximately 30 minutes. One Southwest departure delayed, and one Southwest arrival diverted to TPA.
- 02/20 - ATCT reported a disabled Piper Warrior on Taxiway C, near C7. Operations responded with an Atlantic Aviation tug. The aircraft was towed back to the Pilot Place.

- 02/25 - Eclipse Jet taxiing to Runway 32 (from Dolphin) was notified he may have a fuel leak by another aircraft. While attempting a U-turn at Taxiway A/D intersection, the left main went into the grass on Taxiway D (near intersection with A). Operations escorted Dolphin tug to aircraft, then both to back to Dolphin.
- 02/25 - Alert II: C-172 with a battery failure on short final for Runway 32. Aircraft landed without incident and cleared runway at Taxiway D. Aircraft was towed back to the Dolphin ramp by Dolphin tug.
- 02/26 - ATCT reports arriving Hawker Jet on Taxiway A4/Runway 32 with steering failure. Escorted tug from Dolphin, then both to Dolphin. Runway 32 closed for approximately 10 minutes.

Miscellaneous Activities

February 2024 Activity	2024	2023	
Medical Runs Dispatched by AIRCOM	44	32	34%
Medical Runs requiring County EMS Response	11	11	0%
Aircraft Alerts/Incidents	7	5	40%
NOTAMs Issued	38	51	-25%
Notice of Violations	5	7	-28%
CHRC (Fingerprint check) conducted	142	134	6%
New I.D. Badges Issued	123	129	-5%
I.D. Badges Renewed	91	99	-8%
Security Threat Assessments *	700	337	108%
Computer Based Training Classes completed	668	635	5%

* Large increase due to a special project that generated many STA's

FIRE DEPARTMENT – FEBRUARY 2024

FIRE DEPARTMENT ACTION REPORT

February 2024

SAFETY INCIDENT/RESPONSES			
TYPE OF RESPONSE	AREA OF RESPONSE	NUMBER OF RESPONSES	TOTAL YEAR TO DATE
EMT FIRST AID RESPONSES:	Ticket wing	3	4
	Main	4	7
	Baggage Wing	1	5
	Escalator		1
	Curbside	3	13
	2nd Floor	1	1
	3rd Floor	1	1
	TSA Checkpoint	4	5
	Walk-in		2
	Restaurant		0
	Concourse 1st	2	4
	Concourse 2nd	8	19
	Ramp	1	3
	Aboard Aircraft	9	19
	Parking lot		5
	Toll Booth		0
	Airfield		0
TOTAL EMT FIRST AID:		52	104
FIRE RESPONSES:	Aircraft Fire		0
	Structural Fire		0
	Vegetation Fire		0
	Vehicle Fire	1	1
	Trash Fire		1
FIRE ALARM RESPONSES:	Fire Alarms	1	7
	Bomb Scare		0
TOTAL FIRE / ALARM:		2	9
HAZARDOUS MATERIALS RESPONSES:	Fuel Spill	2	2
	Chemical Spill		0
	Other		0
TOTAL HAZARDOUS MATERIAL:		2	2
AIRCRAFT EMERGENCY RESPONSES:	Alert I		1
	Alert II	1	2
	Alert III	1	2
	Stand By/Hot Fuel	3	6
TOTAL AIRCRAFT EMERGENCY:		5	11
SUPPLEMENT REPORT		12	20
TOTAL RESPONSES		73	146

POLICE DEPT ACTIVITIES REPORT
February 2024

CRIMES	2024
ASSAULT/BATTERY	0
BOMB THREATS	0
GRAND THEFT AUTO	0
DAMAGE TO PROPERTY	0
DISORDERLY CONDUCT	0
FIELDS INTERVIEWS	2
DOMESTIC VIOLENCE	0
NARCOTICS	0
PERSONAL PROPERTY THEFT	0
RECOVER GRAND THEFT AUTO	0
SUSPICIOUS PERSON	2
SUSPICIOUS VEHICLE	0
TRESPASS	0
OTHER CRIMES	0
TOTAL:	4
PATROLS	
AOA	2
CONCOURSE PATROL	2
SECURITY CHECKPOINT	5
GROUND TRANS	0
PARKING LOTS	7
PERIMETER (INSIDE)	1
ROADWAY	4
BAGGAGE AREA PATROL	3
TACTICAL PATROLS	2
SECURITY PATROLS	12
TOTAL:	38
ASSISTANCE	
BAKER/MARCHMAN ACT	0
CUSTOMERS	1
MOTORISTS	0
OUTSIDE AGENCIES	1
SMAA EMPLOYEE/DEPT	0
TENANTS	0
MEDICAL CALLS	1

INSPECTIONS	2024
COMMERCIAL INSPECTION	0
GATE INSPECTION	7
GT INSPECTION	6
SIDA CHECK	7
OTHER INSPECTIONS	0
TOTAL:	20
TRAFFIC	
DISABLED VEHICLE/TOWING	0
PARKING TICKETS	1
TRAFFIC CRASHES	1
TRAFFIC CITATIONS	5
WARNINGS	0
OTHER TRAFFIC	0
TOTAL:	7
CHECKPOINTS	
AOA BREACH	0
ASSIST ASM MISC.	0
CHECKPOINT BREACH	0
DOOR ALARMS	1
NARCOTICS	0
EXIT LANE ALARM	0
EXIT LANE BREACH	0
OTHER	0
TOTAL	1
WEAPONS	
EXPLOSIVES	0
FIREARM PARTS/AMMO	0
FIREARMS AT CHECKPOINT	0
UNDECLARED WEAPONS	0
OTHER WEAPONS	1
TOTAL:	1
ARRESTS	
ARRESTS FELONY	0
ARRESTS JUVENILE	0
ARRESTS MISD	0

POLICE DEPT ACTIVITIES REPORT
February 2024

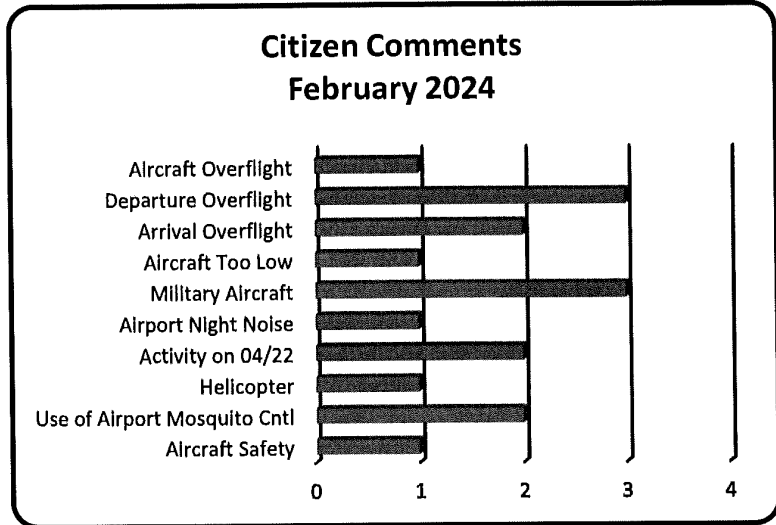
ASSISTANCE (cont)	
LOST & FOUND LOGGED	2
LOST & FOUND RETURNED	2
LOST & FOUND INQUIRIES	58
TOTAL:	65

ARRESTS (cont)	
SAO REFERRAL	0
NOTICE TO APPEAR	0
OTHER ARRESTS	0
TOTAL:	0

OPERATIONS DEPARTMENT NOISE MONITORING AND FLIGHT TRACKING MONTHLY REPORT FEBRUARY 2024

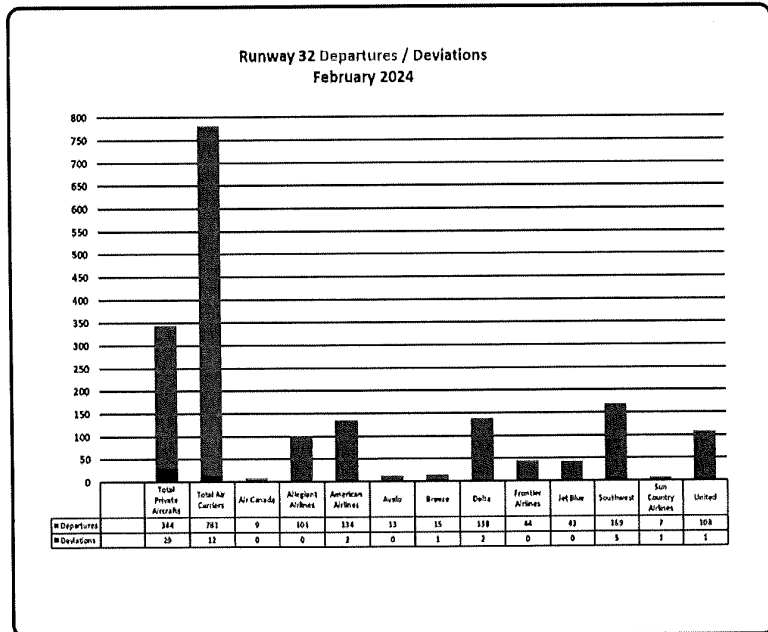
The chart to the right displays the distributions of noise complaints for the month of **February 2024**. There were **13 calls and 4 web forms** which **generated 17 complaints** by the Noise Abatement Hotline, web site or by the Operations Department.

Of the total complaints, **24% were from Sarasota County and 76% from Manatee County**. The average number of calls received for the month were **.55 calls per day**.



Flight Tracking & Runway 32 Deviation data is for **February 2024**. There were **12 air carrier and 29 private jet deviations** observed during this period.

In February 2024, Southwest (SWA) had 5 deviations, American (AAL) had 2 deviations, Delta (DAL) had 2 deviations, United (UAL) had 1 deviation, Sun Country (SCX) had 1 deviation and Breeze (MXY) had 1 deviation. This office continues to work with representatives from the airlines, private jets and the SRQ ATCT to ensure compliance with SRQ Five & SRKUS Four Departure Procedures (NADP for Runway 32).



RUNWAY UTILIZATION

The overall runway utilization for the month of **February 2024** is distributed as follows:

Operations	Runway 04	Runway 22	Runway 14	Runway 32
Arrivals	2%	5%	42%	51%
Departures	12%	7%	40%	41%

**SARASOTA MANATEE AIRPORT AUTHORITY
DEVELOPMENT/COMMUNITY RELATIONS & ACTIVITY REPORT
FEBRUARY 2024**

SRQ AMBASSADORS

In February, the SRQ Ambassadors volunteered 910 hours. Our ambassadors gave 7 guided tours with 163 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: February 1 – February 29, 2024

Feb 5 Participated in Sarasota County Breeze Trolley– Ribbon Cutting
Feb 6 Teleconference – Allegiant Air – lease space needs
Meeting – Kroll Aerospace Defense and Government Services – TIFIA Airport Bond
Feb 7 Teleconference – Southwest Airlines – future schedule review
Feb 8 Meeting – Hernando DeSoto Historical Society
Meeting – Attended Council of Governments Meeting
Feb 9 Meeting – Bradenton Area CVB & Bradenton Area EDC – UK Initiative
Feb 12 Teleconference – Allegiant – Air Cargo Facility design
Feb 14 Attended Manatee Chamber – State of Tourism Luncheon
Feb 23 Meeting – Vertiport study scoping meeting
Feb 28 Meeting – onsite meeting & tour of GBF for corporate Allegiant staff

Fredrick Piccolo, President, CEO: February 1 – February 29, 2024

Feb 1 Speaker, Longboat Key Kiwanis
Feb 5 Meeting, ACI-NA Political Affairs Subcommittee
Feb 6 Interview, SNN Sarasota
Feb 9 Interview, ABC7
Feb 12-15 Conference, ACI-NA CEO Forum, Austin TX
Feb 20 Meeting, Tom Cunningham Gamma Xi Boule organization for disadvantaged youth
Feb 21 Speaker, Lakewood Ranch Republican Club

Mr. Piccolo participates in various impromptu media interviews throughout the month.

ACTIVITY REPORT
FEBRUARY 2024

ACTIVITY REPORT
SARASOTA-MANATEE AIRPORT AUTHORITY
SARASOTA BRADENTON INTERNATIONAL AIRPORT

ACTIVITY MONTH: **FEBRUARY**

	2024			2023			12 MONTHS ACTIVITY THRU FEBRUARY		
	2024	2023	% CHANGE	2024 YEAR TO DATE	2023 YEAR TO DATE	% CHANGE	2024	2023	% CHANGE
AIRCRAFT OPERATIONS									
ITINERANT									
AIRLINES	3,334	2,971	12.22%	6,683	6,026	10.90%	33,400	30,113	10.92%
AIR TAXI	1,493	1,454	2.68%	2,952	2,886	2.29%	15,588	14,346	8.66%
GENERAL AVIATION	7,229	6,439	12.27%	13,849	12,697	9.07%	74,571	71,500	4.30%
MILITARY	287	212	35.38%	506	460	10.00%	1,973	2,218	-11.05%
TOTAL ITINERANT	12,343	11,076	11.44%	23,990	22,069	8.70%	125,532	118,177	6.22%
GENERAL AVIATION (Local)	2,665	2,194	21.47%	5,182	4,569	13.42%	43,679	33,406	30.75%
TOTAL OPERATIONS	15,008	13,270	13.10%	29,172	26,638	9.51%	169,211	151,583	11.63%
TOTAL PASSENGERS:									
ON	209,737	191,890	9.30%	410,621	382,281	7.41%	2,191,125	1,988,585	10.19%
OFF	220,611	201,917	9.26%	415,720	389,143	6.83%	2,186,194	1,987,791	9.98%
TOTAL	430,348	393,807	9.28%	826,341	771,424	7.12%	4,377,319	3,976,376	10.08%

SARASOTA BRADENTON INTERNATIONAL AIRPORT
 TOTAL PASSENGERS - FEBRUARY 2024
 MONTH / YEAR-TO-DATE COMPARISON

AIRLINES	MONTH			YEAR-TO-DATE			YTD MKT SHARE	
	2024	2023	% CHG	2024	2023	% CHG	2024	2023
[MAJOR CARRIERS]								
AIR CANADA	3,299	6,681	-50.6%	6,100	12,670	-51.9%	0.8%	1.7%
ALLEGHANT	75,710	79,174	-4.4%	149,354	156,602	-4.6%	18.3%	20.8%
AVELO	7,612	7,005	8.7%	13,574	12,169	11.5%	1.7%	1.6%
BREEZE	6,434	4,026	59.8%	12,463	8,950	39.3%	1.5%	1.2%
DELTA	83,798	76,531	9.5%	164,382	155,914	5.4%	20.1%	20.8%
FRONTIER	21,072	3,572	489.9%	37,761	7,011	438.6%	4.6%	0.9%
JETBLUE	19,687	20,492	-3.9%	38,175	41,132	-7.2%	4.7%	5.5%
UNITED	45,445	42,254	7.6%	85,871	78,952	8.8%	10.5%	10.5%
AMERICAN	65,761	55,658	18.2%	123,123	101,883	20.8%	15.1%	13.6%
SOUTHWEST	90,761	84,460	7.5%	174,315	165,810	5.1%	21.3%	22.1%
SUN COUNTRY	6,600	5,315	24.2%	11,969	10,260	16.7%	1.5%	1.4%
MAJOR TOTAL:	426,179	385,168	10.6%	817,087	751,353	8.7%	100.0%	100.0%
(AFFILIATE AIRLINES)								
MESA AIRLINES-United Express	3,365	3,832	-12.2%	6,744	7,602	-11.3%	76.8%	39.6%
PSA AIRLINES -American	0	423	-100.0%	711	1,346	-47.2%	8.1%	7.0%
REPUBLIC-American	511	488	4.7%	1,043	4,387	-76.2%	11.9%	22.9%
Republic - United	0	878	-100.0%	146	1,506	-90.3%	1.7%	7.8%
Republic-Delta	0	0	0.0%	0	0	0.0%	0.0%	0.0%
SKY WEST - United	0	2,696	-100.0%	143	4,215	-96.6%	1.6%	22.0%
ENDEAVOR-Delta	0	0	0.0%	0	0	0.0%	0.0%	0.0%
ENVOY-American	0	0	0.0%	0	143	-100.0%	0.0%	0.7%
REGIONAL TOTAL:	3,876	8,317	-53.4%	8,787	19,199	-54.2%	100.0%	100.0%
[DOMESTIC-CHTR]								
SUN COUNTRY	293	322	-9.0%	467	872	-46.4%	100.0%	100.0%
SUBTOTAL:	293	322	-9.0%	467	872	-46.4%	100.0%	100.0%
CHARTER TOTAL:	293	322	-9.0%	467	872	-46.4%	0.1%	0.1%
GRAND TOTAL:	430,348	393,807	9.3%	826,341	771,424	7.1%	100.0%	100.0%

SARASOTA BRADENTON INTERNATIONAL AIRPORT
TOTAL YOY PASSENGER COMPARISON - BY MONTH

	2024				2023				YOY	
JAN	252,136	143,683	174	395,993	JAN	232,060	145,007	550	377,617	4.9%
FEB	272,628	157,427	293	430,348	FEB	240,742	152,743	322	393,807	9.3%
MAR	0	0	0	0	MAR	292,811	222,078	0	514,889	-100.0%
APR	0	0	0	0	APR	253,246	197,790	0	451,036	-100.0%
MAY	0	0	0	0	MAY	200,947	141,568	322	342,837	-100.0%
JUNE	0	0	0	0	JUNE	178,835	130,139	153	309,127	-100.0%
JULY	0	0	0	0	JULY	186,274	136,973	149	323,396	-100.0%
AUG	0	0	0	0	AUG	143,343	117,460	288	261,091	-100.0%
SEPT	0	0	0	0	SEPT	130,276	100,409	0	230,685	-100.0%
OCT	0	0	0	0	OCT	207,489	126,705	338	334,532	-100.0%
NOV	0	0	0	0	NOV	226,723	150,549	0	377,272	-100.0%
DEC	0	0	0	0	DEC	248,604	157,206	303	406,113	-100.0%
TOTAL:	524,764	301,110	467	826,341	TOTAL:	2,541,350	1,778,627	2,425	4,322,402	-80.9%

AGENDA ITEM NO. 7.7

SARASOTA MANATEE AIRPORT AUTHORITY
ENGINEERING, PLANNING & FACILITIES ACTIVITY REPORT
MARCH 25, 2024

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 is installing landscape, fencing, and anticipates substantial completion in early November. Revenue Control equipment has been installed, and parking is now available. Contractor is completing punchlist items and staff is beginning project closeout.

→ Baggage Handling System Project

The Baggage Handling System Project will consolidate the three-existing mini-inline systems into one fully inline system. This project will allow all bag belts in ticketing to feed to one checked baggage inspection room and will allow for redundant screening machines. The project was advertised for bids and the low responsive bidder was approved at the May 2022 Board meeting. Staff received funding from TSA and conducted a preconstruction meeting in October 2022. A Notice to Proceed was issued on December 7th, 2022, and construction is near complete for Phase 4. Contractor is also working concurrently in Phase 5. Contractor continues installing lighting, electrical panels, conveyors, and controls. The new (3) EDS machines have been delivered to site and power has been provided through a new transformer set by FPL. Contractor is testing controls and conveyors for the Phase 5 portion. Phase 5 is scheduled for completion in May of 2024. A change order will be presented to the March 2024 Board for the addition of a runoff pier. The runoff pier was requested by the airlines and will provide a location for misread bags. Original project duration is 24-months and will be substantially complete in January 2025, the addition runoff pier will extend project by 2-months.

→ Consolidated Rental Car Facility Project

The Consolidated Rental Car Facility project will relocate all three rental car families to one lot to perform maintenance, fueling, cleaning, and storage. The Project will allow for future development of property along University Parkway and will improve the 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. The Contractor is substantially complete, and the new cell lot is open to public parking. Two new FIDS screens have been installed, and punchlist items have been completed. Staff is working to closeout project.
- The QTA Bid Package is being evaluated and a portion of the project may be constructed in CY 2024.

→ 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 received permits, the old DMA has been demolished, and site grading, utility work, and canopy structures are underway. The project duration is 365 calendar days and should be complete by August.

→ 15th Street Observation Area Project

The 15th Street Observation Area will improve the area off 15th Street East that is currently utilized for parking and aircraft viewing. Improvements will include a seating area, shade, lighting, pavement parking, landscape, a playground, and other enhancements. Project was advertised for architectural/engineering qualifications, and the Board selected Sweet Sparkman as the number one ranked firm to complete the design, bidding and permitting for the project. A funding agreement with Manatee County has been executed, and the contract with the approved architect has been

executed. The project was advertised for public bids, and the Board approved the low responsive bidder at the January Board meeting. Staff conducted a preconstruction meeting March 8th, and construction is expected to begin in early May.

→ 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 Project was determined to be substantially complete in February, and contractor has submitted a claim for additional time and costs. Staff is evaluating their claim.

→ 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 is working on the baggage wing escalator. The new escalators were delivered and are being installed. New Bag Claim escalator should be operational at the end of March. Ticket wing escalator will begin 1-week after completion of baggage wing escalator.
- Work Package 2: Concourse B Realignment work package was approved by Board. Contractor has completed the restrooms. New gate kiosks/podiums have been installed, carpet has been replaced, and additional seats have been replaced. Contractor is working on final cabling at American/Allegiant gates and removal of the two remaining kiosks. Work Package 2 has been determined substantial complete in February, contractor is completing punch items.
- Work Package 3: The Utility Relocation Package was 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 a new lift station, completed sewer and storm utilities. Contractor continues to work on force main, water and gas. Engineer/Contractor has accepted concrete near Gate B1 allowing reopening of Gate B1 for use.
- 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 completed the steel erection, roof panels, concrete slab on grade, exterior framing and is near completion of window installation. Contractor anticipates is Central Energy Plant (CEP) expansion along with fire protection and MEP. Work Package 5 is on schedule for a substantial completion in December of 2024.
- Work Package 6: Concourse B Improvements & Dedicated outside Air Systems (DOAS); work package is in final design and should be complete in April.
- Work Package 7: Fire Alarm Upgrades and Modifications design plans have been completed and the Board approved the GMP at the September Board meeting. Contract has been executed and work is underway.

→ 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 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 coordinated with CBP and the project Engineer/Architect to reduce project size and costs. Redesign work is underway, and staff anticipate advertising for bids in Fall 2024.

- ➔ 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. Project is complete and final reconciling change order is being executed. Staff is working on 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 is currently under construction and the contractor has installed foundations for the relocation of the existing equipment. Contractor has coordinated with FAA and NWS to relocate the existing equipment in late March.
- ➔ 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 (RON) 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 contractor has mobilized to the site and has begun grading and installing storm and relocation of utilities. Project should be complete by end of 2024.
- ➔ Terminal Concessions
Project will renovate existing concessionaires on Terminal and Concourse B and construct new concessions within the Ground Boarding Facility (GBF). New Concessions will include Huey Magoo's, Motorworks, Starbucks, Dunkin Donuts, Peet's Coffee, Mattison's City Grille, Wahlburgers, Anna Maria Oyster Bar, among others. Design drawings are generally at 30-percent, with design for concessionaires located in GBF completing in late spring. Concessionaires will begin construction this summer and will be phased in as appropriate to allow continued service on Concourse B and new service in GBF beginning mid-January.
- ➔ 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 conducted the fifth workshop to review progress. The next workshop with staff is scheduled for April 2024 and will provide refinement for recommended alternative. Staff anticipates Board presentation at the May Board meeting.

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: Repairs made to defects noted in fire panel inspection. Working on irrigation system. Working to correct "bad smell" in base building. Working to establish HVAC closed loop water testing schedule and new provider.
 - Graphics: Cell lot signage changes/additions. Hand-outs for various departments. Construction related signs. Directional signage for parking. Graphics for vehicles.
 - Loading Bridge: Training for B15 scheme. Repairing airstairs as needed.
 - Public Works: Assisting with various contractor projects. New plantings in beds and mulching. Insecticide/fertilizer application. Installing bollards at parking lots for SP+.

- Airfield: Sealcoating underway. Edge line painting, post sealcoating. Filling of washouts. Mowing.
 - Conveyor Coverage: CT-80 relocated and in use successfully over peak season. Ongoing. Staff training on the new system is likely to start in April. Assisting contractor with testing procedure.
 - Industrial Mechanics: Construction of dump trailer from surplus/scrap materials. Various equipment repairs and PM's.
 - HVAC: Multiple PC-Air repairs. Seasonal filter changes are underway. Working through control issues with new system. Assisting with chiller room switch over to temporary plant. System replacements underway.
 - Electronics: Multiple cameras installed and repaired. Access control system maintenance. Assisting contractors with Concourse remodel. SP+ IT room build and repairs/testing of fiber.
 - Electrical: Verifying circuits for BHS project. Multiple electrical repairs and diagnosis. Re-lamping stairwells. Auto door repairs/PMC&S.
 - Carpentry: Potable water cabinet repairs. Eyewash station repairs and relocations completed. Multiple office/furniture moves. Advertising installs and BSO moves. SP+ projects.
 - Vehicle Fleet: Mowing equipment repairs and service. Fleet PMC&S. Equipping of new trucks/carts for APD/OPS. Shuttle bus repairs. Cobus training for B15 scheme. ARFF equipment repair.
 - Janitorial: Devising different seasonal scheduling strategies for floor crew. Crew training is underway. Monitoring Owens performance. Short one floor tech.
- ➔ TOTAL WORK ORDERS: 508

VEHICLE MAINTENANCE/EQUIPMENT REPAIR - 14 PMs, 51 work orders

SIGN/CADD – 9 PMs, 30 work orders

AIRSIDE (Airfield) - 22 PMs, 8 work orders

LANDSIDE (Landscape, Equip Oper, Public Works) - 62 PMs, 9 work orders

INDUSTRIAL TRADES – 153 PMs, 148 work orders

AGENDA ITEM NO. 7.8

SARASOTA MANATEE AIRPORT AUTHORITY
INTERNAL AUDIT/RECORDS RETENTION DEPARTMENT AND INVESTMENT COMPLIANCE REPORT
MARCH 25, 2024 REGULAR MEETING

The following is a recap of Internal Audit Department projects and activities during February 2024:

Audited Schedules of Revenue for Concessionaires: Authority leases with terminal concessionaires typically include a clause requiring the tenant to retain a certified public accountant to audit an annual schedule of gross revenues earned at the airport and to attest that the schedule is fairly presented. These schedules are utilized to settle the net receivable/payable on the tenant's account with the Authority for the year. These audit reports and schedules are typically received during the first calendar quarter. Internal audit reviews these reports in detail and reconciles all revenues and payments to Authority records and interim reporting from the tenant. Year-end settlements are then authorized or required adjustments to the schedule are brought to the attention of the tenant. During February 2024, the reconciliation of these audit reports continued for concession years ending in 2023.

Monthly Investment Activity Compliance Report: During February, US T-Bills totaling \$16.176 million matured. All proceeds, as well as funds held in a money market fund at 1/31/2024, were reinvested in US T-Bills totaling \$21.6 million with terms ranging from 37 to 65 days and an average yield of 5.38%. This activity is compliant with the Authority's duly adopted Investment Policy.

Civil Rights Compliance Activities: Completed preparation of annual report of ACDBE participation and submitted to FAA Office of Civil Rights in advance of 3/1/24 deadline. Continued efforts to obtain fleet purchase data from rental car concessionaires to enable completion of airport-wide ACDBE goal for triennial period ending 9/30/2024.

Began work on Community Participation Plan (CPP) to supplement Title VI Plan submitted to FAA in January. CPP is due at FAA by 4/1/2024.

Risk Management Activities: Continued to supply agent with information requested by various insurance carriers being solicited for quotes on coverage expiring 4/15/2024. Also began working with Public Risk Management, the insurance pool providing multiple insurance coverages to SMAA, to obtain a quote for property coverage beginning 4/15/2024.

The Authority's is a defendant in four active lawsuits involving injuries to passengers on Authority premises. AIG, the Authority's liability insurance carrier has engaged counsel to handle the defense. The Department was heavily involved in supplying information and documentation to the lawyers involved in these cases.

Parking: A total of 330 all-day parking passes were distributed to the Badge Office, Marketing, Engineering, and Operations departments during the month. At month end, there was one abandoned vehicle scheduled for auction.

Records Requests: The Records Department received and processed 15 external/public record requests and 1 internal record request during February.

Management of Paper Records: The Records Department received and processed 11 central file records to the Authority's electronic records inventory software. Six boxes of paper records were

received and processed, five of which were scanned to Laserfiche ECM and paper destroyed. Scanned 7 boxes of permanent-retention records to Laserfiche and destroyed paper copies as duplicates. Twenty bags of documents equaling 15.0 cubic feet of non-record material (duplicates, drafts, or obsolete/superseded) were shredded in the normal course of Department activity. In addition, 14.0 cubic feet of records having met retention requirements as of 12/31/23 were also shredded in-house rather than outsourcing the annual retention shred operation to a third party as has been done historically.

Continuing Education: The RRC attended the Association of Records Managers and Administrators Sunshine Conference and IT Security Training during February.

AGENDA ITEM NO. 7.9

SARASOTA MANATEE AIRPORT AUTHORITY INFORMATION TECHNOLOGY DEPARTMENT March 2024

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 - Complete.
- Vertiv UPS Upgrade and Rack consolidation in TC6- In progress.

Common Use:

- Working with airlines on continual support for Ticket/Gate operations- ongoing
- Use of Aerocloud CUPPS for expanded gate capacity- ongoing.
- Working with Engineering and contractor on Concourse B realignment- ongoing

Phone System:

- Replacement of pay phones with Courtesy phones- complete.
- ShoreTel phones will continue their upgrade to new Mitel phones- Ongoing.
- Shoretel phones system upgraded to new Mitel platform- planned for Summer 2024

SRO 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 PA system switches- switches installed and configured.
- New Common Use switches for CUPPS- Complete