November 17, 2026 Regular Meeting Agenda

Dan McClure Auditorium East
6000 Rick Piccolo Circle
Sarasota, FL 34243

SARASOTA BRADENTON INTERNATIONAL

November 17, 2026 01:00 PM

Agenda Topic			Presenter	Page
1.	Call to Order, Invocation, and Pledge to Flag		Chairman Spencer	
2.	Election of Officers		C. Dan Bailey	
	2.1	Chairman - Sarasota County		
	2.2	Vice Chairman - Manatee County		
	2.3	Secretary - Manatee County		
3.	Presentation of Plaque to Chairman Spencer		New Chairman	
4.	Introduction of New Employees		Kevin Podsiad	
5.	Approval: Minutes of August 24, 2026, Regular Meeting and Minutes of August 24, 2026 Workshop		Chairman	4
6.	Public Comments - Items on the Agenda		Chairman	
7.	Items Needing Action		Paul Hoback	13
	7.1	PUBLIC HEARING: Resolution No. 2026-09 to approve FY 2027 Budget	Chairman	
	7.2	Approval: Resolution 2026-09, FY 2027 SMAA Budget		13
	7.3	Approval: Proposed Schedule of Calendar Year 2027 SMAA Board Meeting Dates		19
	7.4	Approval: Calendar Year 2027 Employee Holiday Schedule		20

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.

7.5	Approval: Joint Participation Agreement with Florida Department of Transportation for FAA BEYOND Phase 2 eVTOL Integration Pilot Program and Advanced Air Mobility Extension		21
7.6	Approval: Purchase Agreement for Three Passenger Buses from Model 1 Commercial Vehicles, Inc. dba Creative Bus Sales, Inc.		69
7.7	Approval: Ranking of Most Preferred Firms in Response to RFQ-04-2026 – Master Plan Update and Enter Negotiations for Professional Services		74
7.8	Approval:Amendment to Contract for Professional Engineering Services with C&S Engineers, Inc.		76
7.9	Approval: Amendment No. 3 to Lease and Development Agreement with Aircraft Services Hangar Group, L.L.C.		93
7.10	Approval: Amendment No. 5 to Lease and Development Agreement with SRQ Hangar, L.L.C.		100
7.11	Approval: General Services Administration Public Building Lease Amendment for Transportation Security Administration		107
7.12	Approval: General Aviation Federal Inspection Station Facility Lease Agreement with U.S. Customs and Border Protection Agency		121
7.13	Approval: Terminal Building Lease Agreement with ALCLEAR, L.L.C.		159
7.14	Approval: Approval of Amendment No. 1 to Development and Operating Agreement with Pilatus Business Aircraft Ltd.		185
8.	Items Needing Action - Over $500,000 Threshold	Paul Hoback	192
	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.		
8.1	Approval: Purchase and Sale Agreement for the Purchase of Land at 1200 University Parkway		192
8.2	Approval: Construction Contract for Taxiway Alpha Reconstruction/Rehabilitation – Bid Package 1		221
8.3	Approval: Professional Services Agreement for Construction Phase Services for Taxiway Alpha Reconstruction/Rehabilitation – Bid Package 1		226
8.4	Approval: General Aviation Federal Inspection Station Contract Change Orders No. 1 and No. 6 with Rycon Construction, Inc.		267
8.5	Approval: Amendment to Building Lease Agreement with DaVinci Inflight Training Institute, Inc.		302
9.	Department Reports	FJP	311

9.1	Financial Statements	311
9.2	Finance & Administration	320
9.3	Real Estate Development & Properties	321
9.4	ARFF, Operations & Police	323
9.5	Development/Community Relations & Activity Report	329
9.6	Engineering, Planning & Facilities	330
9.7	Internal Audit & Investment Compliance	334
9.8	Information Technologies	335

10.	Attorney Presentations	C. Dan Bailey
11.	Old/New Business	J. Jackson, Acting Chair
12.	Public Comments - Items Not on the Agenda	J. Jackson, Acting Chair

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.

13.	Comments by Commissioners	J. Jackson, Acting Chair
14.	Adjournment	J. Jackson, Acting Chair

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

Minutes for August 24, 2026, Board Meeting

Dan P. McClure Auditorium | 01:00 PM

Attendees – Board:

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

Attendees – Staff:

Paul Hoback; Kevin Podsiad; Mark Stuckey; Dan Bailey; Robert Furr; Evan Knighting; Ray Anderson; Josh Talkington; Carina Renault; Kimberly Steele.

Agenda

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

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

Item 2. Introduction of New Employees

Kevin Podsiad introduced four new employees: Joseph Centani, Chief of Airport Police; Emin “Aydin” Aydin, Senior Vice President of Commercial and Revenue Development; Amy Butler, Senior Human Resources Business Partner; and Erin Jones, Procurement Director.

Item 3. Employee Recognitions

Paul Hoback recognized Derek Buchholz, Operations Supervisor, for receiving the Florida Airports Council Award for Excellence in Airport Operations and recognized Kevin Podsiad, CFO, for being named to the Tampa Bay Business Journal’s 40 Under 40.

Item 4 & 5 Approval: Resolutions of Appreciation for Governor Ron DeSantis and Senator Joe Gruters

Staff presented resolutions of appreciation recognizing support for a $7.5 million appropriation to design and construct a secure, hurricane-hardened Emergency Operations Center at SRQ.

Item 6. Approval: Minutes of Regular Meeting of May 11, 2026

The Board unanimously approved the minutes of the Regular Meeting of May 11, 2026.

Item 7. Public Comments - Items on the Agenda

No public comments were received.

Item 8. Items Needing Action

8.1 Approval: Set Public Hearing for Adoption of Fiscal Year 2027 Budget

Staff requested approval to set the public hearing for adoption of the Fiscal Year 2027 budget for the September 28, 2026, Board meeting.

MOTION: Commissioner Holder moved to approve as presented. Commissioner Biter seconded.

MOTION PASSED UNANIMOUSLY (5-0).

8.2 Approval: Revisions to Sarasota Manatee Airport Authority Investment Policy

Staff presented revisions to the investment policy delegating authority to the Chief Financial Officer to establish detailed investment and accounting procedures for day-to-day investment activities under Board-approved policy and guidelines.

MOTION: Commissioner Holder moved to approve as presented. Commissioner Beruff seconded.

MOTION PASSED UNANIMOUSLY (5-0).

8.3 Approval: Purchase of Four Preconditioned Air Units for Concourse B

Staff requested approval to purchase four preconditioned air units from ITW GSE for Gates B3, B5, B7, and B9 at a not-to-exceed amount of $498,178. The existing units are beyond their useful life.

MOTION: Commissioner Biter moved to approve as presented. Commissioner Beruff seconded.

MOTION PASSED UNANIMOUSLY (5-0).

8.4 Approval: Resolution No. 2026-08, Replacing Resolution No. 2023-08, Adopting the Sarasota County Unified Local Mitigation Strategy

Staff presented the 2026 Sarasota County Unified Local Mitigation Strategy, required every five years per FEMA, to reduce risks associated with natural and human-caused hazards.

MOTION: Commissioner Biter moved to approve as presented. Commissioner Beruff seconded.

MOTION PASSED UNANIMOUSLY (5-0).

8.5 Approval: Memorandum of Agreement with U.S. Customs and Border Protection for Flight Inspection Services

Staff requested approval of a one-year memorandum of agreement with U.S.

Customs and Border Protection in the amount of $217,282, plus a 15% contingency, for Flight Inspection Services in the terminal and the new General Aviation FIS facility. The Board discussed the importance of increasing scheduling flexibility and availability of Customs services, particularly on Sundays and holidays. Staff advised that the issue would be addressed with Customs.

MOTION: Commissioner Biter moved to approve as presented. Commissioner Incrocci seconded.

MOTION PASSED UNANIMOUSLY (5-0).

8.6 Approval: Reassignment of Broadcast Tower Lease

Staff requested approval to reassign the lease for a 130-foot broadcast tower located south of the FBO on the east side of North Tamiami Trail from Synovus Bank to Main Site, LLC, and subsequently to EIP Holdings, IV, LLC.

MOTION: Commissioner Biter moved to approve as presented. Commissioner Holder seconded.

MOTION PASSED UNANIMOUSLY (5-0).

8.7 Approval: Air Cargo Building Lease to Worldwide Flight Services, Inc.

Staff requested approval of a one-year lease, with a one-year renewal option, to Worldwide Flight Services, Inc. for 2,077 square feet in the air cargo building at 1164 Cargo Avenue at an initial rental rate of $28.75 per square foot plus taxes, subject to annual rate adjustment.

MOTION: Commissioner Biter moved to approve as presented. Commissioner Holder seconded.

MOTION PASSED UNANIMOUSLY (5-0).

8.8 Approval: Air Cargo Building Lease to Dade GSE, Inc.

Staff requested approval of a one-year lease, with a one-year renewal option, to Dade GSE, Inc. for 2,077 square feet in the air cargo building at 1164 Cargo Avenue at an initial rental rate of $28.75 per square foot plus taxes, subject to annual rate adjustment.

MOTION: Commissioner Biter moved to approve as presented. Commissioner Holder seconded.

MOTION PASSED UNANIMOUSLY (5-0).

8.9 Approval: License Agreement with New College

Staff requested approval of a license agreement with New College for approximately 0.32 acres along University Parkway for signage and landscaping. The agreement is contingent upon FAA concurrence and will expire with the New College land lease on November 30, 2056.

MOTION: Commissioner Biter moved to approve as presented. Commissioner Holder seconded.

MOTION PASSED UNANIMOUSLY (5-0).

8.10 Approval: Amendment to Professional Services Agreement with Garver USA

Staff requested approval of an amendment to the professional services agreement with Garver USA in the amount of $152,083.50 plus a 15% contingency for construction-phase services for the Runway 14/32 Object Free Area Improvements Project.

MOTION: Commissioner Holder moved to approve as presented. Commissioner Biter seconded.

MOTION PASSED UNANIMOUSLY (5-0).

Item 9. Items Needing Action – Over $500,000 Threshold

9.1 Approval: Award of Contract for the Runway 14/32 Object Free Area Improvements Project

Staff recommended award to E.O. Koch Construction Company as the lowest responsible bidder for the Runway 14/32 Object Free Area Improvements Project. The contract term is 99 calendar days from notice to proceed, with a total bid price of $531,012 plus a 15% contingency.

MOTION: Commissioner Beruff moved to approve; Commissioner Biter seconded.

MOTION PASSED UNANIMOUSLY (5-0).

9.2 **Approval: Design-Build Contract for Inbound Baggage Handling System Expansion and Baggage Claim Improvements**

Staff requested approval of a design-build contract with DeAngelis Diamond for professional design and pre-construction phase services in the amount of $2,369,779.15 plus a 15% contingency for expansion of the inbound baggage handling system and improvements to baggage claim at SRQ.

In response to a Board question, staff confirmed that this work is part of the previously discussed approximately $20 million baggage claim project.

MOTION: Commissioner Holder moved to approve as presented; Commissioner Beruff seconded.

MOTION PASSED UNANIMOUSLY (5-0).

9.3 **Approval: Use of Concourse A Buyout Savings for Additional Facility Improvements**

Staff requested authorization to process change orders using buyout savings under the DeAngelis Diamond Concourse A contract. No additional contract cost was requested. The work includes Concourse B roof repairs, second-floor kitchen demolition, second-floor office and support space work, third-floor office improvements, and other facility improvements as directed.

MOTION: Commissioner Biter moved to approve as presented. Commissioner Holder seconded.

MOTION PASSED UNANIMOUSLY (5-0).

Item 10. Department Reports Accepted

10.1 SRQ Spotlights
10.2 Financial Statements
10.3 Finance & Administration
10.4 Real Estate Development & Properties
10.5 ARFF, Operations & Police
10.6 Development/Community Relations & Activity Report
10.7 Engineering, Planning & Facilities
10.8 Internal Audit & Investment Compliance
10.9 Information Technologies

Item 11. Attorney Presentations

Dan Bailey reminded the Board of the September 28, 2026, workshop at 11:00 a.m. for the CEO evaluation and advised Board members to notify staff if unable to attend. The workshop will provide an opportunity for Board members to present comments and provide feedback to the CEO.

Item 12. Old/New Business

There was no old/new business.

Item 13. Public Comments – Items Not on the Agenda

There were no comments regarding items not on the agenda.

Item 14. Comments by Commissioners

There were no comments by Commissioners.

Item 15. Adjournment

The meeting was adjourned at 1:24 p.m.

ATTEST:

_____

Jesse Biter, Secretary

APPROVE:

_____

Robert Spencer, Chairman

Minutes for August 24, 2026, Budget Workshop Meeting
8/24/2026 | 11:00 AM – 12:15 PM

Dan P. McClure Auditorium

Attendees:

Attendees - Board: Robert Spencer; Jesse Biter; Doug Holder; Carlos Beruff; Kristin Incrocci
Attendees - Staff: Paul Hoback; Mark Stuckey; Ray Anderson; Dan Bailey; Evan Knighting; Josh Talkington; Carina Renault

Agenda

Item 1. Call to Order

Chairman Spencer called the Workshop Meeting to order at 11:00 a.m.

Item 2. PRESENTATION OF THE FY 2027 SARASOTA MANATEE AIRPORT AUTHORITY BUDGET

Mr. Hoback opened the FY 2027 Budget presentation by emphasizing collaboration and inviting Board questions throughout the workshop. He stated that the proposed budget was developed around the theme of “grow with purpose,” with a focus on operational efficiency, revenue opportunities, and preparing the Authority for future borrowing and capital needs. He noted the importance of maintaining strong cash reserves to support favorable bond ratings and interest rates.

STRATEGIC PLAN AND PRIORITIES

Mr. Hoback reviewed the Authority’s draft strategic direction, including the vision to be a global model for mobility and the mission of elevating regional prosperity through connection and commerce. He discussed the foundational principles of safety and security, innovation, and storytelling, and reviewed five strategic pillars: delivering business resilience and flexibility; developing one team behind the regional brand; growing facilities and infrastructure to meet increasing demand; diversifying transportation solutions; and providing unrivaled hospitality.

AIR SERVICE DEVELOPMENT

Mr. Hoback reported that SRQ currently has 10 airlines serving 68 nonstop destinations. Airline partners are evaluating opportunities to convert seasonal routes to year-round service. Additional opportunities under consideration include markets west of Denver, with Phoenix identified as the leading unserved market, as well as San Francisco and Los Angeles. International opportunities discussed included Mexico, the Caribbean, Europe, and expanded Canadian service. The proposed FY 2027 budget assumes approximately 4.72 million passengers, representing about 2% growth. Mr. Hoback characterized that projection as conservative.

SAFETY AND SECURITY

Mr. Hoback reviewed safety and security investments, including vehicle transponders for vehicles operating on airport runways, the addition of an Authority explosive-detection canine, implementation of recommendations from a vulnerability study, and development of the FAA-required Safety Management System. He noted that an SMS Manager has been hired to implement the program.

BUSINESS RESILIENCE AND FLEXIBILITY

Mr. Hoback discussed efforts to improve operational efficiency and identify additional revenue opportunities, including advertising in passenger boarding bridges and other airport spaces. He also reviewed plans to issue an RFP for a public-private partnership to develop a microgrid intended to improve power reliability and, over time, reduce utility costs. The Authority is also seeking a consultant for a new airport master plan because passenger growth has substantially exceeded the projections contained in the 2021 plan. He noted that $7.5 million was secured in the Governor's budget for an emergency operations center at the fire facility.

REGIONAL BRAND, FACILITIES AND TRANSPORTATION

Mr. Hoback discussed planned customer research, employee coaching and professional development, and the Authority's first employee engagement survey. Facility priorities include a parking garage, improved rental car facilities funded in part through customer facility charges, airfield pavement improvements including Taxiway Alpha and the primary runway, and baggage claim improvements. He also discussed the Authority's regional advanced air mobility task force and efforts to attract aviation manufacturing and related businesses to the airport campus.

CUSTOMER EXPERIENCE

Mr. Hoback stated that the Authority plans to participate in the Airports Council International Airport Service Quality customer survey program beginning in the next fiscal year. He also discussed creating a stronger sense of place throughout both terminals by incorporating more of the region's arts, culture, and identity into the passenger experience.

FY 2027 BUDGET OVERVIEW

The proposed FY 2027 budget is based on approximately 4.72 million passengers and includes $63.3 million in operating revenues, $48.6 million in operating expenses, and a proposed capital budget of $86.5 million covering 24 capital projects. The projected cost per enplanement is $9.73, which remains lower than comparable regional airports. The presentation compared SRQ with Tampa and Fort Myers, noting that SRQ's projected cost per enplanement remains lower than both airports.
Board discussion focused on the increase in SRQ's cost per enplanement over the past several years, economies of scale as passenger traffic has grown, the impact of added infrastructure such as Concourse A, and the importance of controlling operating expenses as the Authority prepares for future debt and major capital projects. A Board Member requested an updated comparison showing passenger levels for each year and each comparable airport; staff also discussed including facility square footage to provide additional context. Mr. Hoback noted that more than $4 million is planned to be added to cash reserves in both the current and next fiscal years.

OPERATING REVENUES

Mr. Hoback reviewed sources of additional revenue, including airline cost recovery, increased interest income, higher parking revenue, permit fees, concessions, advertising

and sponsorship opportunities, new leases and development in the North Quad, fuel flowage, and hangar rentals. The proposed budget would increase the shade parking lot rate by $2 to $18 per day. Short-term parking would remain $29 per day and long-term parking $16 per day. Staff advised the Board that operational plans are in place to manage peak parking demand in December and January.

OPERATING EXPENSES

Mr. Hoback stated that FY 2027 operating revenues are projected to exceed operating expenses by more than $1 million. Personnel items include enhanced medical and life insurance benefits, new positions supporting the strategic plan, and a proposed mid-year 5% cost-of-living increase in April. Operational investments include the ERP platform, maintenance management technology, consulting services, ASQ customer surveys, a website refresh, elevator and escalator maintenance, baggage handling system costs, and airfield marking assessments. Administrative costs include professional services, software support, insurance, and janitorial and canine-related supplies. Utility rates are projected to increase approximately 7%.
Mr. Hoback also noted that Sheltair plans to hold a 5K runway event in January to raise funds in support of the Authority's new canine program.

Item 3. MISCELLANEOUS MATTERS

No miscellaneous matters were noted.

Item 4. ADJOURNMENT

The meeting was adjourned at 12:15 p.m.

ATTEST:	**APPROVE:**
_____	_____
Secretary	**Chairman**

SARASOTA MANATEE AIRPORT AUTHORITY RESOLUTION 2026-09

ADOPTING FISCAL YEAR 2027 BUDGET, ESTABLISHING AIRLINE RATES, FEES AND CHARGES, AIRLINE MARKETING SUPPORT, TERMINAL ADVERTISING RATES, PUBLIC PARKING RATES, UNIVERSITY SELF STORAGE RATES, VEHICLE STORAGE RATES, GENERAL AVIATION HANGAR RATES, COMMERCIAL PERMIT FEES AND BADGE FEES, DESIGNATING EMPLOYEE PROMOTION INCREASES, CONTRIBUTIONS TO EMPLOYEE DEFINED CONTRIBUTION RETIREMENT PLAN, AND EMPLOYER CONTRIBUTION CREDIT TO 457(f) RETIREMENT PLAN,

WHEREAS, the SARASOTA MANATEE AIRPORT AUTHORITY (hereinafter called "Authority") is AN INDEPENDENT Special District, created by Chapter 2003-309, Laws of Florida (as amended and hereinafter called "Enabling Act"), and is the owner and operator of the Sarasota Bradenton International Airport (hereinafter called "Airport"); and

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

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

WHEREAS, Resolution 2025-04 requires the contribution credit percentage for the Authority's 457(f) Retirement Plan be determined each new fiscal year's budget; and

WHEREAS, Resolution No. 2021-06, passed September 26, 2021, established a methodology and process for determining terminal rates, fees, and charges, and Airport landing fees, and the Authority intends to supersede said resolution in the manner identified below; and

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

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

WHEREAS, the Authority wishes to allocate additional monetary funding for marketing support to the Air Carrier Incentive Program; and

WHEREAS, the Authority wishes to modify its existing rental rate structure at Vehicle Storage lots to maintain market pricing; and

WHEREAS, the Authority wishes to modify its parking rates at the Shade lot to maintain market pricing; and

WHEREAS, the Authority wishes to modify its "Rack Rates" by type and location for terminal advertising; and

WHEREAS, the Authority intends to amend Resolution 2025-05 in the manner identified herein below; and

WHEREAS, the Authority held a public hearing, following publication of a notice of such hearing in a newspaper of general circulation in Sarasota and Manatee Counties at least one time not less than ten days nor more than twenty-five days before such hearing to consider the revision of all said rates, fees, and charges, to be assessed to persons who use the Airport facilities,

NOW, THEREFORE, BE IT RESOLVED:

SECTION 1. The proposed budget for the fiscal year commencing **October 1, 2026 and ending September 30, 2027** is hereby approved and adopted as presented below:

Airline Revenues-net of incentives	$ 22,988,292
Non-Airline Revenues	40,330,384
Total Revenues	**$ 63,318,676**
Operating Expenses	$ 48,694,435
Marketing	800,000
Funding Provided from Operations	**$ 13,824,241**
External Capital Funding – Grants, CFC and PFC, Bonds	68,500,000
Total Sources	**$ 82,324,241**
Capital Projects	$ 76,981,656
Capital Equipment	2,512,336
Total Uses	**$ 79,493,992**
Deposit to Authority General Purpose Account	**$ 2,830,249**

SECTION 2. The proposed Airline Rentals Fees and Charges for the fiscal year commencing **October 1, 2026, and ending September 30, 2027**, are hereby approved and adopted as presented below:

	Signatory Airline	Non-Signatory Airline
Terminal Building Space Rental ($ per square foot per year)		
Ticket Counter, Ticket Office, Queuing	107.71	134.64
Holdroom and Concourse Circulation Area	107.71	134.64
Baggage Claim Area	80.79	100.98
Baggage Service Offices	80.79	100.98
Operations Area (First level concourse)	53.86	67.32
Baggage Make-Up Area	53.86	67.32
Non-Preferentially Assigned Gate Use Fee ($ per use)	290.00	N/A
Non-Signatory Gate Use Fee ($ per turn)		
Aircraft seating capacity (all classes):		
50 seats or less	N/A	570.00
51 to 70 seats	N/A	660.00
71 to 100 seats	N/A	680.00
101 to 149 seats	N/A	910.00
150 seats and more	N/A	1,110.00
Non-Signatory Terminal Use Fee ($ per 4 hours – 2 positions):	N/A	65.23

All Aircraft:		
Landing Fee Rate ($ per 1,000 pounds maximum gross certificated landed weight)	1.98	2.51
Air Cargo:		
Air Cargo Facility Space Rental ($ per square foot per year)	28.75	28.75

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

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

SECTION 5. The 457(f) Plan employer contribution credit for Fiscal Year 2026 shall be up to twenty-five percent (25%) of the individual's annual salary in accordance with the methodology defined in Resolution 2025-04.

SECTION 6. The public parking rates herein established have been adjusted. The rates shall be updated as follows:

SHORT TERM LOT		**SHADED LOT**	
Every 20 minutes	$ 2.00	Every 20 minutes	$ 2.00
Maximum per day	$ 29.00	Maximum per day	$ 18.00
LONG TERM LOT		**REMOTE LOTS**	$ 10.00
Every 20 minutes	$ 2.00	Flat Fee – per day	
Maximum per day	$ 16.00		
OVERFLOW LOT A		**OVERFLOW LOT D**	
Every 20 minutes	$ 2.00	Every 20 minutes	$ 2.00
Maximum per day	$ 14.00	Maximum per day	$14.00

SECTION 7. Marketing Air Service budget shall roll forward marketing support dollars in the amount of One-Million Three Hundred Twelve Thousand and Thirty-Eight Dollars ($1,312,038) from unrestricted funds and request an additional $ 500,000 appropriation for the promotion of additional domestic and international air service.

SECTION 8. The following general aviation hangar monthly rates shall take effect as of October 1, 2025:

Size	**Monthly Rate ($)**
42' Wide Door	610.00
42' Wide Door w/additional storage	755.00
48' Wide Door	835.00
Storage Room	120.00
51.5' Wide Door	2,040.00
T-Hangar waiting list fee	100.00

SECTION 9. The regular rental rates charged at University Self Storage are subject to Manatee County sales tax and shall be as follows; Staff shall be delegated the authority to adjust pricing to meet market conditions.

Surface Lot Storage	
Semi Truck Parking:	220.00

SECTION 10. Monthly Advertising Rack Rates shall be subject to Sarasota and Manatee County sales tax and as follows: Staff may adjust pricing to meet market conditions.

Three-Foot Backlit Signs:	
Concourse:	450
Taxi Stand:	450
Escalator:	500
Five-Foot Backlit Signs:	
Concourse:	500
Taxi Stand:	500
Escalator:	500
Five-Foot Backlit Signs:	
Concourse	875
Video Displays:	
Back Wall Video	350
Carousel Video	450
Aquarium Video	200
Concourse	200
Gate Hold Backlit:	
B7	350
Second Level Atrium	875
Concourse	1,000

Outside Billboard:	
University Pkwy:	2,750
US 41	3,750
Welcome Center Brochure Rack:	
Small:	40
Medium:	N/A
Large:	75
Specialty Displays:	
Baggage Claim Vehicle	750
Photo Booth	500
Custom Free Standing	350
Security Glass Wall	1,000
Specialty Tension Fabric:	
Baggage Claim Belts	550
Down Escalator	2,000
Up Escalator	960
Welcome Soffit	1,750
Baggage Claim Displays:	
Charging Column Backlit	250
Backwall Murals	1,250
Digital	450

SECTION 11. Transportation Network Companies and On-Demand Limousine companies' per-pick-up fee shall increase to Four Dollars ($4.00) per trip. Baggage Delivery Service company's annual permit fee shall remain One Thousand Dollars ($1,000.00).

SECTION 12. In consideration for the privilege to conduct a commercial aeronautical activity at the Airport, Permittee shall submit on or before the Effective Date of this Permit an Annual Access Fee to Authority in the amount of One Thousand Three Hundred Dollars ($1,300.00), which Fee shall contribute in part to the Authority's cost to administer this Permit. All Commercial Permits are issued by Authority on a Fiscal Year basis. If the Term of this Permit is less than a full calendar year, the Annual Access Fee shall be prorated. In no event shall the Access Fee for any prorated period be less than Five Hundred Dollars ($500.00).

SECTION 13. Access badges shall remain at Sixty Dollars ($60.00) for all badges with a criminal history records check and Thirty Dollars ($30.00) for STA-only badges. Non-returned badges shall remain at Two Hundred Dollars ($200.00). Damaged badges remain at Twenty-Five Dollars ($ 25.00). A security fee of One Hundred Dollars ($100.00) shall be added to each red or green badge, new or renewal.

SECTION 14. **Provisions and definitions:**

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

2. Signatory Airlines shall pay a Terminal Building Space Rental rate, Preferential Apron Area Fee, Non-Preferential Gate Use Fee (if used), and Landing Fee, including apron, for all revenue flight landings, in the foregoing amounts which have been calculated annually in accordance with Article 6 of the Agreement.

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

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

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

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

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

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

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

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

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

Adopted on this 17th day of November 2026.

SARASOTA MANATEE AIRPORT AUTHORITY

_____

Robert Spencer, Chairman

ATTEST: _____

Jesse Biter, Secretary

SARASOTA MANATEE AIRPORT AUTHORITY
NOVEMBER 17, 2026
STAFF NARRATIVE

REQUEST FOR APPROVAL
SCHEDULE OF 2027 SARASOTA MANATEE AIRPORT AUTHORITY BOARD MEETING DATES

EXECUTIVE SUMMARY: Staff is requesting approval of the following meeting dates for Calendar Year 2027.

NARRATIVE: In accordance with SMAA By-Laws, the Board conducts regular meetings a minimum of six times per year. The meetings shall include:

January, to approve the audited financials before January 31 of each year.

August and September, to review and approve the Airport's fiscal year budget, with **September** also including the President/CEO evaluation workshop.

November, conduct the annual organizational meeting and elect Board officers. In accordance with the Authority's by-laws, the November meeting in an even-numbered year shall be held on the third Tuesday following the first Monday of the year.

Staff proposes the following SMAA Regular and Workshop Board Meeting dates for 2027:

Monday, January 25, 2027, at 1:00 p.m. – Regular Meeting
Monday, March 22, 2027, at 1:00 p.m. – Regular Meeting
Monday, May 24, 2027, at 1:00 p.m. – Regular Meeting
Monday, August 23, 2027, at 11:00 a.m. – includes Budget Workshop
Monday, September 27, 2027, at 11:00 a.m. – includes President/CEO Evaluation Workshop
Monday, November 22, 2027, at 1:00 p.m. – Regular Meeting

The By-Laws state that, if necessary, the Board will schedule a second Budget **Workshop on the first Wednesday after Labor Day, September 8th.** Additionally, nothing precludes the Board from holding a regular Board or committee meeting on dates or at times or places other than those specified herein.

RECOMMENDED MOTION: Approval of the schedule of meeting dates for Regular Meetings and Workshops for 2027 as presented.

SARASOTA MANATEE AIRPORT AUTHORITY
NOVEMBER 17, 2026, REGULAR MEETING
STAFF NARRATIVE

REQUEST FOR APPROVAL
CALENDAR YEAR 2027 EMPLOYEE HOLIDAY SCHEDULE

EXECUTIVE SUMMARY: The proposed Calendar Year 2027 Employee Holiday Schedule is consistent with the Calendar Year 2026 Employee Holiday Schedule previously approved by the Airport Authority.

NARRATIVE: The proposed Calendar Year 2027 Employee Holiday Schedule is as follows:

HOLIDAY	DAY OBSERVED
New Year's Day 2026	January 1, Friday
Martin Luther King, Jr. Day	January 18, Monday
Memorial Day	May 31, Monday
Independence Day	July 5, Monday
Labor Day	September 6, Monday
Veterans' Day	November 11, Thursday
Thanksgiving Day	November 25, Thursday
Day after Thanksgiving	November 26, Friday
Christmas Eve*	December 24, Friday
Christmas Day*	December 25, Monday
Two Floating Holidays	Not Designated

Any scheduled holiday that falls on a Saturday will be observed on the previous Friday. Any holiday that falls on a Sunday will be observed on the following Monday. For scheduled shift workers, the paid scheduled holiday shall be defined as the day nationally observed as the actual holiday.

Based on the value of these benefits to all our employees and the information presented, the President, Chief Executive Officer, recommends that the Authority Board approve the proposed Calendar Year 2027 Employee Holiday Schedule, as presented.

RECOMMENDED MOTION: It is hereby recommended that the Airport Authority Board approve the proposed Calendar Year 2027 Employee Holiday Schedule, as presented.

ATTACHMENTS: None.

SMAA11172026

SARASOTA MANATEE AIRPORT AUTHORITY
NOVEMBER 17, 2026, REGULAR MEETING
STAFF NARRATIVE

REQUEST TO APPROVE
JOINT PARTICIPATION AGREEMENT WITH FLORIDA DEPARTMENT OF TRANSPORTATION
FOR FAA BEYOND PHASE 2 eVTOL INTEGRATION PILOT PROGRAM
AND ADVANCED AIR MOBILITY EXTENSION

EXECUTIVE SUMMARY: The Florida Department of Transportation (FDOT) is the Lead Participant in the Federal Aviation Administration (FAA) "BEYOND" Phase 2 Electric Vertical Takeoff and Landing (eVTOL) Integration Pilot Program (eIPP) and Advanced Air Mobility (AAM) Extension Program. Approval of the proposed Joint Participation Agreement (JPA) with FDOT is requested to establish Sarasota Manatee Airport Authority as a participant in the Program. No funding is requested.

NARRATIVE: The FAA BEYOND Phase 2 eIPP and AAM Extension (the "Program") partners with state and local governments and private industry to accelerate the safe statewide integration of eVTOL and other AAM aircraft in the National Airspace System. The Program information and lessons learned will inform, benefit, and guide future FAA policy and rulemaking.

As a member of the Program, the Authority would provide the FAA and FDOT access to Sarasota Bradenton International Airport (the "Airport") for demonstration flights, data collection flights, technology tests, infrastructure development, and various related research and experimental activities requested by FDOT or the FAA related to the Program. In return, the Authority will receive reports on the findings, research data, and lessons learned during the Program that are expected to inform, benefit, and guide the Airport's implementation and obtain favorable status for potential future funding.

All activities will be coordinated at the Airport by Authority senior staff members. The key terms and conditions of the JPA include:

- Funding**:** No funding or reimbursement of expenses is provided by the parties. Each party shall bear its own expenses.
- Data**:** Each party shall retain title to its own information. All data is delivered with Government Purpose Rights, and the Authority may not assert copyright privileges in any findings, reports, or other deliverables.
- Safety**:** The Authority must follow all Federal and State Aviation Regulations and the Airport's Safety Management System.
- Authority. Participation in the Program confers no waiver or authorization by the FAA, and the FAA may halt operations at any time.
- Liability**:** The Authority must release, indemnify, and defend the FAA and FDOT from any third-party claims and hold them harmless for any claims arising from its own negligence.
- Termination**:** Either party may terminate the Agreement upon thirty (30) days' prior written notice.

Based on the information and potential benefits to be gained from participation in the Program, the President, Chief Executive Officer, recommends approval of the proposed Joint Participation Agreement with FDOT to establish the Authority as a participant in the FAA BEYOND Phase 2 eIPP and AAM Extension Program.

RECOMMENDATION: It is hereby recommended that the Sarasota Manatee Airport Authority Board approve the proposed Joint Participation Agreement with the Florida Department of Transportation for the FAA BEYOND Phase 2 eIPP and AAM Extension Program, and authorize the President, Chief Executive Officer, to execute the appropriate Agreement and all related documents required to implement this action.

ATTACHMENT: Joint Participation Agreement with Exhibits

JOINT PARTICIPATION AGREEMENT

Between the Florida Department of Transportation and Sarasota Manatee Airport Authority.

Supporting the Federal Aviation Administration BEYOND Phase 2 Electric Vertical Takeoff and Landing (eVTOL) Integration Pilot Program (eIPP) and Advanced Air Mobility (AAM) Extension Program.

Prepared Pursuant to the Other Transaction Agreement Between the Federal Aviation Administration and the Florida Department of Transportation.

Effective Date: _____

TABLE OF CONTENTS

Purpose 1
Background 1
Article 1. Parties 1
Article 2. Authority 2
Article 3. Purpose of Agreement 2
Article 4. Definitions 2
Article 5. Participant Responsibilities and Scope of Participation 3
Article 6. Intellectual Property 4
Article 7. Legal Authority 8
Article 8. Points of Contact 8
Article 9. Funding and Payment 9
Article 10. Approval of Team Members 9
Article 11. Changes and Modifications 9
Article 12. Termination 10
Article 13. Order of Precedence 10
Article 14. Obligations of the Parties 10
Article 15. Disputes 12
Article 16. Warranties 12
Article 17. Insurance 12
Article 18. Liability 12
Article 19. Lower Tier Agreements 13
Article 20. Civil Rights Act 13
Article 21. Officials Not to Benefit 13
Article 22. Protection of Information 13
Article 23. Publicity and Publication 14
Article 24. Amendments 14
Article 25. Execution 14
Exhibit A. Statement of Participation and Scope of Work ..... Attachment
Exhibit B. Other Transaction Agreement Between FAA and FDOT ..... Attachment

PURPOSE

The purpose of this Participation Agreement ("Agreement") is to establish the terms and conditions governing the participation of **Sarasota Manatee Airport Authority** ("Participant") in activities coordinated by the **Florida Department of Transportation ("FDOT")** in support of the **Federal Aviation Administration ("FAA")** BEYOND Phase 2 Electric Vertical Takeoff and Landing (eVTOL) Integration Pilot Program ("eIPP") and Advanced Air Mobility ("AAM") Extension **Program** (collectively, the "Program").

This Agreement defines the respective responsibilities, expectations, and obligations of **FDOT** and the **Participant** in support of the Program.

This Agreement is executed pursuant to the Other Transaction Agreement ("**OTA**") between the **FAA** and **FDOT** and satisfies the lower-tier agreement requirements established under Article 19 of the **OTA**.

BACKGROUND/PRIME AGREEMENT

FDOT is a **Lead Participant** in the **Program** pursuant to an **OTA** executed with the **FAA** on or about July 1, 2026.

A copy of the portions of the Prime Agreement ("**OTA"**) pertinent to the **Participant's** responsibilities has been attached hereto as Exhibit "B" and is incorporated herein by this reference. All portions of the **OTA** are incorporated into this Agreement with the same force and effect as though set forth in full herein.

As authorized under Article 19 of the **OTA, FDOT** may enter into lower-tier participation agreements with organizations that contribute to the advancement of **Program** objectives.

The **Participant** possesses expertise, personnel, facilities, technology, operational capabilities, or other resources that support the Program.

Accordingly, **FDOT** and the **Participant** desire to enter into this Agreement to define the Participant's role, responsibilities, and scope of participation in support of the Program.

ARTICLE 1

PARTIES

This Participation Agreement ("Agreement") is entered into by and between:

Florida Department of Transportation (FDOT)
605 Suwannee Street
Tallahassee, Florida 32399

and

Sarasota Manatee Airport Authority ("Participant")

6000 Rick Piccolo Circle, Sarasota, FL 34243

FDOT and the **Participant** may be referred to individually as a "**Party**" and collectively as the "**Parties**."

Nothing contained in this Agreement shall be construed to create a partnership, joint venture, agency relationship, employer-employee relationship, procurement contract, grant agreement, or cooperative agreement between the **Parties**.

Unless otherwise agreed to in writing by the **Parties**, each **Party** shall bear its own costs and expenses associated with the performance of this Agreement. This Agreement does not create any obligation for either Party to provide funding or reimbursement to the other.

Each Party shall remain solely responsible for its own officers, employees, agents, contractors, and representatives.

ARTICLE 2

AUTHORITY

This Agreement is executed pursuant to the **OTA** entered into between the **FAA** and **FDOT** supporting the Program.

The provisions of the **OTA** applicable to lower-tier participation agreements are incorporated into this Agreement and govern the Participant's responsibilities under this Agreement.

ARTICLE 3

PURPOSE OF AGREEMENT

The purpose of this Agreement is to establish the Participant's role, responsibilities, and scope of participation in support of the Program.

The **Parties** agree to collaborate in advancing the safe integration of AAM technologies through research, planning, operational demonstrations, infrastructure development, workforce initiatives, public engagement, data collection, and other mutually agreed activities supporting **Program** objectives.

The Participant's specific activities shall be identified in **Exhibit A – Statement of Participation and Scope of Work.**

ARTICLE 4

AGREEMENT-SPECIFIC DEFINITIONS

The following definitions apply to this Agreement. In the event a term is expressly defined in the incorporated **FAA** Articles, the **FAA** definition shall govern with respect to those provisions.

Deliverables means reports, operational data, technical documentation, presentations, analyses, or other work products identified in **Exhibit A**, or otherwise required under this Agreement to support applicable **Program** and **FAA** reporting requirements.

Exhibit means any attachment incorporated into this Agreement by reference.

FAA means the Federal Aviation Administration.

FDOT means the Florida Department of Transportation.

Lead Participant means the **Florida Department of Transportation ("FDOT")**, the entity that entered into the Other Transaction Agreement ("**OTA**") with the Federal Aviation Administration ("**FAA**") and is responsible for administering the Program, coordinating lower-tier participants, and fulfilling the responsibilities assigned to **FDOT** under the **OTA**.

OTA means the Other Transaction Agreement executed between the **FAA** and **FDOT**.

Participant means the organization executing this Agreement with **FDOT**.

Parties means **FDOT** and the **Participant** collectively.

Program means the **FAA** BEYOND Phase 2 Electric Vertical Takeoff and Landing (eVTOL) Integration Pilot **Program** (eIPP) and Advanced Air Mobility (AAM) Extension Program.

Project means the activities described in **Exhibit A**.

ARTICLE 5

PARTICIPANT RESPONSIBILITIES AND SCOPE OF PARTICIPATION

The **Participant** agrees to perform the activities identified in **Exhibit A – Statement of Participation and Scope of Work.**

Activities performed under this Agreement may include, as applicable:

- Research and development
- Aircraft operations
- Flight demonstrations
- Operational planning
- Technology demonstrations
- Infrastructure planning, evaluation, and development
- Data collection and analysis
- Safety assessments
- Workforce development
- Community engagement
- Technical evaluations
- Other mutually agreed-upon activities supporting **Program** objectives

The **Participant** shall perform all activities in accordance with:

- This Agreement; including all incorporated Exhibits;
- Applicable federal, state, and local laws and regulations;
- Applicable FAA regulations, policies, guidance, and approvals; and
- Written administrative or technical direction provided by FDOT, including email, memoranda, meeting summaries, technical instructions, schedules, or other written communications, issued in support of the Program and consistent with this Agreement.

The **Parties** acknowledge that the **Participant's** scope of participation may evolve during the **Program**. Written administrative or technical direction issued by **FDOT** shall not modify the Participant's responsibilities, scope of participation, or other contractual obligations. Any substantive changes shall be made only through a written amendment to this Agreement or **Exhibit A**, as applicable, in accordance with Article 24.

FAA FLOW-DOWN PROVISIONS

The following Articles are incorporated into this Agreement pursuant to the requirements of the **OTA** between the **FAA** and the **FDOT**.

Articles 6 through 23 are included to satisfy the applicable lower-tier agreement requirements established under the **OTA**. Except for administrative modifications necessary to identify the **Parties** to this Agreement, the incorporated provisions shall remain unchanged.

Where necessary, references within the incorporated provisions shall be interpreted in a manner consistent with the relationship established between **FDOT** and the **Participant** under this Agreement.

ARTICLE 6

INTELLECTUAL PROPERTY

6.1 Definitions

a. "Data" means recorded information, regardless of form or the media on which it may be recorded. The term includes Technical Data and Computer Software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information. Technical data as used in this definition means recorded information, regardless of the form or method of the recording, of a scientific or technical nature. The term includes computer databases, including recorded information of a scientific or technical nature in the computer database, and computer software documentation. It does not include computer software, or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. Computer software as used in this definition means computer programs that comprise of a series of instructions, rules or routines, or statements regardless of the media in which they are recorded, that allow or cause a computer to perform a specific operation or series of operations;

and recorded information comprising of source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created or compiled.

b. “Government Purpose” means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national organizations, or sales or transfers by the United States Government to foreign governments or international organizations. Government Purposes include competitive procurement but do not include the rights to use, modify, reproduce, perform, display, or disclose data for commercial purposes or authorize others to do so.

c. “Government Purpose Rights” means the rights to: use, modify, reproduce, release, perform, display, or disclose Data within the U.S. Government without restriction; and, to release or disclose Data outside the U.S. Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data for Government Purposes. Such rights must be irrevocable and must include a paid-up, non-exclusive, irrevocable, worldwide license to the Data and all intellectual property rights in Data for Government Purposes.

d. “Proprietary Data” means that Data that embodies trade secrets created prior to or independently of this Agreement and/or that is business or commercial data that is privileged or business confidential under the Freedom of Information Act, 5 U.S.C. §552 et seq. Proprietary Data does not include Data that:

    i. Is publicly known or available at the time of disclosure or that becomes generally available to the public through no act or failure to act on the part of the FAA its employees and/or contractors;

    ii. Was or subsequently is made available by/received from the Participant, team member, outside associate, and/or consultant with no restrictions as to its confidentiality, including otherwise protected Subject Data submitted under this Agreement that is not marked in accordance with the provisions of this Agreement;

    iii. Was or subsequently made available by/received from another source who was under no obligation as to its confidentiality at the time of disclosure or receipt;

    iv. Was developed independently by persons who have/had no access to any Proprietary Data; or,

    v. Is otherwise lawfully available to the FAA, the United States Government, and/or their respective employees and contractors.

e. “Subject Data” means all Data created, developed, and/or delivered or specified to be delivered under any Article or Appendix of this Agreement. For avoidance of doubt, Subject Data as specified to be delivered used herein includes, but is not limited to, that Data identified in APPENDIX A – DATA AND REPORTING DELIVERABLES, and any attachments thereto.

6.2 Rights in Data

a. Each **Party** retains Title to the Subject Data it generates under the Agreement. The Participant must only deliver the Subject Data specified under this Agreement.

b. Subject Data will be delivered with the following rights:

    i. Subject Data will be delivered with Government Purpose Rights.

6.3 Subject Data Containing Proprietary Information

a. Subject Data that is identified and marked as proprietary information will be delivered to the **FAA** with the right to use, modify, reproduce, release, perform, display, disclose, and/or perform the proprietary data in whole or in part within the **FAA**, **FAA** support contractors, and US Government Agencies.

b. Subject Data containing proprietary information may be de-identified by the **FAA**, in its discretion, to share analysis and raw data with other entities when it does not fall within the purposes of Section 6.2(b)(i).

6.4 Marking Requirements

a. The **Participant** must conspicuously and legibly mark the appropriate notice on all Subject Data that qualifies for the marking.

    The notice must be placed on the transmittal document and, for printed material, on each page of the printed material containing the Subject Data for which the restrictions are asserted. When only portions of a page of printed material are subject to the asserted restrictions, such portions of the printed material must be identified with specificity and clarity.

    Subject Data transmitted directly from one computer or computer terminal to another must contain a notice of asserted restrictions. Reproductions of the Subject Data or any portions thereof subject to restrictions must also reproduce the asserted restrictions.

b. Government Purpose Rights Notice

    i. All Subject Data delivered with Government Purpose Rights must be marked with the following notice:

Government Purpose Rights Notice
The U.S. Government's rights to use, modify, reproduce, release, perform, display, or disclose the Subject Data are restricted under the terms of the FAA Memorandum of Agreement No. _____, dated _____.

c. Proprietary Data

    i. The Participants must include a legend identifying the location and data it asserts to be proprietary. The Subject Data delivered with Proprietary Data must also be marked with the following notice:

Proprietary Information
The Subject Data contained in this submission includes proprietary information. The U.S. Government's right to use the proprietary information is restricted under the terms of the **FAA** Memorandum of Agreement No. ____, dated ____.

d. The **Parties** agree that any Subject Data provided to the **FAA** with no marking or legend will be treated by the **FAA** as Government Purpose Rights. The **FAA** will not be liable for any use, disclosure, release, reproduction, modification, display and/ or performance of such Subject Data not properly marked by the Participant and transmitted to **FDOT**.

e. The **Participant** may request to have a restrictive notice added to the Subject Data at the **Participant's** expense if the request is made after thirty (30) days of discovery and the unmarked data has not been disclosed without restriction outside the Government at the time of the request.

6.5 Rights to Inventions

a. Neither party shall have the rights to any background intellectual property of the other party. No license, express or implied, for commercial application(s) is granted to either party.

b. The **Parties** do not anticipate the conception, discovery and/or development of inventions under this agreement.

c. Should the **Parties** require the rights to any background intellectual property, or the Parties discover or anticipate inventions under this agreement, the **Parties** agree to negotiate in good faith an agreement covering the terms and conditions for the invention or license.

6.6 Copyright

The **Participant** must not assert copyright in any Deliverables. The **Participant** may request the right to assert copyright and submit the request in writing to the Contracting Officer. The Contracting Officer determines whether the **FAA** at its discretion will provide the consent to

copyright.

6.7 Trademark

a. The **Participant** acknowledges that the Government is the first to use and has priority to use and register any trademarks, service marks, trade names, and/or domain names for the marks: “BEYOND”, “BEYOND 2”, “BEYOND PHASE 2”, “eIPP”, “eVTOL Integration Pilot Program” and “Electric Vertical Takeoff and Landing Integration Pilot Program” (“eIPP Marks”) and shall not oppose or otherwise challenge the Governments rights to the eIPP Marks.

b. Notwithstanding the above, in the event the **Participant**, or any entity under its control, owns or holds rights to grant license in any trademarks, service marks, trade names, and/or domain names for the eIPP marks or substantially similar name in aviation related fields, now or in the future, the **Participant** herein agrees to grant to the **FAA** a perpetual, non-exclusive, irrevocable, royalty free, fully paid up, worldwide license to use such trademarks, service marks, trade names, and/or domain names. In the event that any of the **Participant’s** team members own or hold rights to grant license in any trademarks, service marks, trade names, and/or domain names for the eIPP marks the **Participant** further agrees to use best efforts to assist the **FAA** in obtaining a perpetual, non-exclusive, irrevocable, royalty-free, fully paid-up, worldwide license or non-assertion covenant from such team member.

ARTICLE 7

LEGAL AUTHORITY

This Agreement is entered into under the authority of 49 U.S.C. § 106(l) which authorizes agreements and other transactions on such terms and conditions as the **FAA** determines necessary.

ARTICLE 8

POINTS OF CONTACT

a. FAA Contracting Officer (CO):
Federal Aviation Administration
Attn: Kristin T. Frantz
1701 Columbia Avenue
Atlanta, GA 30337
Phone: (404) 305-5779
Email: Kristin.T.Frantz@FAA.gov

b. FAA Contracting Officer Representative (COR):
Federal Aviation Administration
Attn: Vishal Gupta

Atlantic City International Airport FAA William J Hughes Technical Center, Bldg. 300
Atlantic City, NJ 08405
Phone: (609) 338-9923
Email: Vishal.Gupta@FAA.gov

c. Lead Participant Name:

Florida Department of Transportation
Attn: Chief Operations Officer William N. Watts, Jr.
Address: 605 Suwannee Street
Phone: (386) 867-0271
Email: will.watts@dot.state.fl.us

SMAA Contact:
Kevan Hoffman, A.A.E.
Director, Air Service Development
Phone: (941) 424-6122
Email: kevan.hoffman@flysrq.com

ARTICLE 9

FUNDING AND PAYMENT

The **FAA** is not providing funding for this Agreement. Any costs associated with the performance of this Agreement will be the responsibility of the non-FAA Agreement holder. Each **Party** will be responsible for all of its own costs to perform under this Agreement, and there is no current plan for the transfer of funds between the **Parties** under this Agreement.

Should the **Parties** execute a modification to add funding to this Agreement, it is considered within the scope of this endeavor.

ARTICLE 10

APPROVAL OF TEAM MEMBERS

The responsible **FAA** Contracting Officer shall be notified 30 days in advance of the **Participant** changing their organizational structure by entering into any subcontract or agreement with any contractors, consultants, teammates, independent consultants, state entities (hereinafter “subordinates”) that use UAS, eVTOL, and/or AAM aircraft and technologies related to this Agreement. Any subordinates required by the **Participant** in connection with the services covered by this Agreement shall be limited to individuals or firms that have agreed to be bound to the terms of this Agreement. The government reserves the right to disapprove subordinates.

ARTICLE 11

CHANGES, MODIFICATIONS

Changes and/or modifications to this Agreement must be in writing and signed by an **FAA** Contracting Officer and an authorized Agreement representative of the **Participant**. The Modification must cite the subject Agreement and must state the exact nature of the modification. No oral statement by any person shall be interpreted as modifying or otherwise affecting the terms of this Agreement.

ARTICLE 12

TERMINATION

In addition to any other termination rights provided by this Agreement, either **Party** may terminate this Agreement at any time prior to its expiration date, with or without cause, and without incurring any liability or obligation to the terminated party by giving the other party at least 30 calendar days prior written notice of termination. Upon receipt of a notice of termination, the receiving party must take immediate steps to stop the accrual of any additional obligations that might require payment. The **FDOT** (or FDOT on behalf of the **FAA**) reserves the right to terminate this Agreement immediately if any of the terms and conditions within this Agreement are not met.

ARTICLE 13

ORDER OF PRECEDENCE

This Agreement and its attachments will be read and interpreted as a consistent whole.
In the event of any inconsistency between the terms of the Agreement and its attachments, any inconsistency will be resolved by giving preference in the following order:

1. The Agreement
2. The Appendices

Some, all, or none of the information contained within the Applicant's submissions may be incorporated into the Agreement at the discretion of the **FAA**.

ARTICLE 14

OBLIGATIONS OF THE PARTIES

a. Expected Results
A Participant must be authorized by the **FAA** to facilitate the integration of UAS, eVTOL or AAM into the NAS as well as validating processes and procedures for such integration. In addition, industry and users must have an authorized/legal flight area to perform safe operations.

b. Obligations of the Parties

1. Obligations of the U.S. Government

i. The **FAA** may provide authorizations available under its regulatory scheme or powers to authorize UAS and/or AAM operations to **FDOT**.

ii. The **FAA** may provide feedback during all phases of the development of the BEYOND Phase 2 eIPP program, including the requirements, design,

implementation, evaluation, and oversight stages.

iii. The **FAA** retains the right to conduct oversight of all operations conducted pursuant to this Agreement, including on-site visits, and has the authority to halt, suspend or modify operations hereunder at any time.

2. Obligations of Participant
The **Participant** and its partners must ensure that eIPP operations are safe and secure.

i. The **Participant** must be aware of and follow all applicable aviation policies and regulations. Participation in the BEYOND Phase 2 eIPP **Program** does not automatically confer, grant, or constitute approval for any exemptions, waivers, or authorizations necessary for operations. This includes, but is not limited to:

    a. Environmental considerations – the **Participant** must consider **FAA's** obligations under the National Environmental Policy Act (NEPA) and **FAA** Order 1050.1 **FAA** National Environmental Policy Act.

ii. The **Participant** must use a Safety Management System (SMS) approach to integrate the management of safety risk into planning, operations and decision making. Additionally, a Safety Risk Management (SRM), approach must be used for the entire phase of preparation, management and actual UAS, eVTOL, and AAM aircraft flights as defined in this Agreement.

iii. The **Participant** accepts the risk and high consequence decision of the analyses which eventually leads to NAS operation. Any mishaps (including accidents and incidents) that occur under this Agreement will be reported to the **FAA** and other appropriate government agencies in accordance with current aviation practices and requirements.

iv. The **Participant** must be cognizant of, abide by and address all security regulations and laws that apply to UAS, eVTOL or AAM operations. **Participant** must take necessary and appropriate steps to mitigate risks to public safety, homeland, aviation, and national security and ensure compliance with relevant laws, regulations, security directives, orders, and requests to ensure that BEYOND eIPP **Program** activities do not interfere with or introduce risk related to national defense, homeland security, aviation security, or law enforcement operations and missions. Requirements and reporting for security elements are listed in Appendix A.

ARTICLE 15

DISPUTES

Where possible, disputes will be resolved by informal discussion between the **Parties**. To the extent any dispute is not resolved by informal discussion, the **FAA** Contracting Officer signatory to this Agreement will make the final decision. Following the Contracting Officer's final decision, the **Parties** can pursue any legal remedies in accordance with 49 U.S.C. 46110 or the applicable federal law.

ARTICLE 16

WARRANTIES

No Warranty. The **FAA** makes no express or implied warranty as to any matter whatsoever, including the conditions of the research or any invention or product, whether tangible or intangible, made or developed under this Agreement, or the ownership, merchantability, or fitness for a particular purpose of the research or any invention or product.

ARTICLE 17

INSURANCE

The **Participant** must arrange by insurance or otherwise for the full protection of **FAA** from and against all liability to third **Parties** arising out of, or related to, the **Participant's** performance of this Agreement. The **FAA** assumes no liability under this Agreement for any losses arising out of any action or inaction by the **Participant**, its employees, or contractors, or any third party acting on its behalf. The **Participant** agrees to hold the U.S. Government AND **FDOT** harmless against any claim by third persons for injury death or property damage arising out of or in connection with the **Participant's** performance under this Agreement, to the extent permitted by law.

ARTICLE 18

LIABILITY

Tort Liability of U.S. Government. The U. S. Government will not, except for gross negligence, fraud, abuse, or misuse, be responsible for any property of the **Participant** consumed, damaged, or destroyed in the performance of this Agreement. Any liability of the U.S. Government is determined pursuant to the Federal Tort Claims Act, 28 U.S.C. 2671 et seq.

Personal Injury and Damage to Property. The **Participant** agrees to save and hold **FDOT** and the U.S. Government, its officers, agents, and employees harmless from liability of any nature or kind, including costs and expenses, for, or on account of, any or all suits or damages of any character whatsoever resulting from injuries or damages sustained by any person or persons or property by virtue of negligence or omissions on the part of the **Participant**, its officers, agents, and employees in the performance of this Agreement.

ARTICLE 19

LOWER TIER AGREEMENTS

The **FDOT** must include Articles 6 – Intellectual Property through 23 – Publicity and Publication suitably modified in all lower tier agreements, regardless of tier.

ARTICLE 20

CIVIL RIGHTS ACT

The **Participant** must comply with applicable provisions of Title VI of the Civil Rights Act of 1964 relating to nondiscrimination in Federally assisted programs and provide a certification to that effect.

ARTICLE 21

OFFICIALS NOT TO BENEFIT

No member of or delegate to Congress, or resident commissioner, will be admitted to any share or part of this Agreement, or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this Agreement is made with a corporation for the corporation's general benefit.

ARTICLE 22

PROTECTION OF INFORMATION

The **Parties** agree that they must take appropriate measures to protect any proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this Agreement. Confidential information as used in this context is not classified information as determined pursuant to Executive Order 12958 as amended by Executive Order 13292.

The **Parties** agree to protect from release information that is proprietary, privileged, or otherwise confidential to the extent permitted by law. The **FAA** will protect data and or information in its possession in accordance with requirements and procedures set forth under the Freedom of Information Act, 5 U.S.C. § 552, and any other applicable law, including but not limited to the Trade Secrets Act, 18 U.S.C. § 1905. Each party agrees to mark data as prescribed in Article 6. Each **Party** shall maintain, and to the extent necessary reproduce, any and all restrictive markings set forth on, applied to, and/or associated with, the information provided by the other party.

The **FAA** may deliver data that includes Sensitive Unclassified Information (SUI) in accordance with **FAA** Order 1600.75. The data may be marked "Sensitive Unclassified Information "SUI" or identify a specific form of SUI. Any additional handling or protection requirements associated with SUI may be negotiated and included in a modification to this agreement. The **Participant**

may not distribute or discuss (verbally or in writing) SUI with anyone not a party to this Agreement except for the **Participant's** employees, agents, advisors, or team members, or to the extent required by law, including state and/or local Freedom of Information-type law.

ARTICLE 23

PUBLICITY AND PUBLICATION

The **FAA's** Office of Communications and **FDOT** must review and approve all marketing materials, including press releases and articles about the work being performed under the contract on behalf of the agency, prior to release. Media inquiries about work being performed under the contract on behalf of the agency must be referred to the **FAA** Contracting Officer for coordination and direction.

ARTICLE 24

AMENDMENTS AND INCORPORATED EXHIBITS

This Agreement may be amended only by a written instrument executed by authorized representatives of both **Parties**.

Exhibit A – Statement of Participation and Scope of Work is incorporated into and made a part of this Agreement. Any amendment affecting the **Participant's** responsibilities, scope of participation, reporting requirements, **Deliverables**, schedule, or other project-specific obligations shall be reflected in a revised **Exhibit A** executed by the **Parties**, unless otherwise agreed to in writing.

Additional **Exhibits** or attachments may be incorporated into this Agreement by written amendment executed by the **Parties**.

Each executed **Exhibit** incorporated into this Agreement shall have the same force and effect as if fully set forth herein.

In the event of any conflict between the terms of this Agreement and an incorporated **Exhibit**, the provisions of this Agreement shall govern unless the **Parties** expressly agree otherwise in writing.

No oral statement, course of conduct, or prior correspondence shall be construed to amend or modify the terms and conditions of this Agreement.

ARTICLE 25

EXECUTION

This Agreement becomes effective upon the date of the last signature below ("Effective Date") and shall remain in effect in accordance with the terms of this Agreement and the applicable

provisions of the **OTA**.

Each individual signing this Agreement represents and warrants that they are duly authorized to execute this Agreement on behalf of the **Party** they represent and to bind that **Party** to the terms and conditions contained herein.

This Agreement, including all incorporated **Exhibits**, attachments, and written amendments executed by the **Parties**, constitutes the entire agreement between the **Parties** concerning the **Participant's** involvement in the **Program** and supersedes all prior negotiations, representations, or understandings relating to the subject matter herein.

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

Electronic signatures shall be deemed original signatures for all purposes and shall have the same force and effect as original handwritten signatures.

IN WITNESS WHEREOF,

The **Parties**, intending to be legally bound, have caused this Participation Agreement to be executed by their duly authorized representatives.

FLORIDA DEPARTMENT OF TRANSPORTATION

By: Title:

Signature: Date:

PARTICIPANT

Organization: Sarasota Manatee Airport Authority

By: Paul Hoback Jr. Title: President, Chief Executive Officer

Signature: Date:

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

Florida Department of Transportation
605 Suwannee Street
Tallahassee, FL 32399-0450

RON DESANTIS
GOVERNOR

JARED W. PERDUE, P.E
SECRETARY

EXHIBIT A

STATEMENT OF PARTICIPATION AND SCOPE OF WORK

This Exhibit is incorporated into and made a part of the Participation Agreement ("Agreement") between the Florida Department of Transportation ("FDOT") and Sarasota Manatee Airport Authority.

The purpose of this Exhibit is to document the Participant's project-specific role, scope of work, deliverables, and other requirements supporting the Federal Aviation Administration ("FAA") BEYOND Phase 2 Electric Vertical Takeoff and Landing (eVTOL) Integration Pilot Program ("eIPP") and Advanced Air Mobility ("AAM") Extension Program (collectively, the "Program").

1. PARTICIPANT INFORMATION

Organization Name:	Sarasota Manatee Airport Authority	Address:	6000 Rick Piccolo Circle Sarasota, FL 34243
Primary Point of Contact:	Kevan Hoffman	Title:	Director, Air Service Development
Telephone:	941-424-6122	Email:	kevan.hoffman@flysrq.com
Effective Date:	9/15/2026	Anticipated Completion Date:	July 2029

2. PARTICIPANT OVERVIEW

Provide a brief description of the Participant and its role in the Program.

Authority (SMAA) is the sponsor and operator of Sarasota Bradenton Int'l

3. PROGRAM OBJECTIVES SUPPORTED

Objective	Applies to this Participant
Data Collection and Delivery	✓
90-Day Operations Commencement	
Public-Private Partnership	✓
Complete Demonstration Flights in First 90 Days	
Collect Data for Programmatic Advancement	✓
Airspace Integration	✓
Ramp Up to Commercial Launch	✓
Identify and Help Resolve Infrastructure, Regulatory Gaps, and Workforce Development Needs	✓
Demonstrate Interoperability between OEMs and Florida Airports	✓
OEM Certification and Pathway Solidification	✓
Supporting Technology Certification and Pathway	✓
Safety, Risk Management, and Operational Assurance	✓
Community Integration and Public Acceptance	✓
Scalability, Replicability, and Statewide Readiness	✓

4. SCOPE OF WORK

Describe the activities the Participant will perform in support of the Program. Include any specialized personnel, equipment, facilities, aircraft, technology, software, or other resources the Participant will provide that are necessary to perform these activities.

SMAA can offer SRQ for the planning, implementation and execution of demonstration flights, data collection flights, tests (of aircraft and/or supporting technology), infrastructure development, and other tasks as needed by FDOT and/or the FAA.

5. PARTICIPANT DELIVERABLES

Identify the work products the Participant will provide.

Deliverable	Description	Due Date / Frequency	Recipient
Report & Data (as/when applicable)	Report of findings/data and lessons learned	4 weeks following conclusion of task	FDOT

6. DATA SHARING

The Participant agrees to collect and provide data, as applicable, to support Program objectives and applicable FAA reporting requirements.

Data provided under this Agreement shall be submitted to the FDOT for administration of the Program and may be shared with the FAA, as necessary, to support Program objectives and satisfy applicable reporting requirements.

The Participant is responsible for identifying and appropriately marking any proprietary, confidential, or otherwise protected information in accordance with the applicable data protection, document marking, intellectual property, and disclosure provisions incorporated into this Agreement, including Article 6. FDOT shall handle such information in accordance with the terms of this Agreement and applicable law.

The Participant shall reasonably cooperate with FDOT in responding to FAA data requests applicable to the Participant's activities under the Program. Upon request by FDOT, the Participant shall assist in evaluating the feasibility of collecting requested data and, where applicable, provide information necessary to support FDOT's response to the FAA and any required updates to project-specific data collection activities.

The specific data to be collected, reporting frequency, submission requirements, and any applicable data handling requirements shall be identified by the Parties based on the Participant's role and responsibilities under this Exhibit.

7. KEY PERSONNEL

Name	Organization	Role
Kevan Hoffman	SMAA	AAM Implementation Lead
Mark Stuckey	SMAA	AAM Implementation Co-Lead

8. SPECIAL CONDITIONS

Identify any project-specific assumptions, limitations, approvals, dependencies, operational considerations, or other unique requirements applicable to the Participant's involvement.

Tasks may require coordination with the FAA Air Traffic Control Tower (ATCT), Aircraft Rescue and Firefighting (ARFF) and other local stakeholders

9. ACCEPTANCE

The undersigned acknowledge that they have reviewed and accepted the Statement of Participation and Scope of Work described in this Exhibit.

FLORIDA DEPARTMENT OF TRANSPORTATION

By:	Title:
Date:	

PARTICIPANT

Organization: Sarasota Manatee Airport Authority (SMAA)	
By: Paul Hoback Jr.	Title: President, CEO
Date:	

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BEYOND Phase 2

Electric Vertical Takeoff and Landing (eVTOL) Integration Pilot Program (eIPP) and Advanced Air Mobility (AAM) Extension

MEMORANDUM OF AGREEMENT (MOA) BETWEEN FEDERAL AVIATION ADMINISTRATION AND FLORIDA DEPARTMENT OF TRANSPORTATION

Date: July 1, 2026

Docusign Envelope ID: 1AB0AF38-5D9D-886C-8117-A3C04F734E9E

Table of Contents

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ARTICLE 6INTELLECTUAL PROPERTY 8
ARTICLE 7LEGAL AUTHORITY 11
ARTICLE 8POINTS OF CONTACT 11
ARTICLE 9FUNDING AND PAYMENT 12
ARTICLE 10 APPROVAL OF TEAM MEMBERS 12
ARTICLE 11 CHANGES, MODIFICATIONS 12
ARTICLE 12 TERMINATION 12
ARTICLE 13 ORDER OF PRECEDENCE 12
ARTICLE 14 OBLIGATIONS OF THE PARTIES 13
ARTICLE 15 DISPUTES 14
ARTICLE 16 WARRANTIES 14
ARTICLE 17 INSURANCE 14
ARTICLE 18 LIABILITY 14
ARTICLE 19 LOWER TIER AGREEMENTS 15
ARTICLE 20 CIVIL RIGHTS ACT 15
ARTICLE 21 OFFICIALS NOT TO BENEFIT 15
ARTICLE 22 PROTECTION OF INFORMATION 15
ARTICLE 23 PUBLICITY AND PUBLICATION 16
[redacted]
ATTACHMENTS 17
APPENDIX A – SYSTEMS AND OPERATIONS DATA 18
APPENDIX B – PROGRAMMTIC REPORTS AND PRESENTATIONS 19
APPENDIX C – ACRONYMS 20
APPENDIX D – LEAD PARTCIPANT OBJECTIVES 21

Docusign Envelope ID: 1AB0AF38-5D9D-886C-8117-A3C04F734E9E



Docusign Envelope ID: 1AB0AF38-5D9D-886C-8117-A3C04F734E9E



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Docusign Envelope ID: 1AB0AF38-5D9D-886C-8117-A3C04F734E9E

ARTICLE 6 INTELLECTUAL PROPERTY

1. **Definitions**

a. **"Data"** means recorded information, regardless of form or the media on which it may be recorded. The term includes Technical Data and Computer Software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information. Technical data as used in this definition means recorded information, regardless of the form or method of the recording, of a scientific or technical nature. The term includes computer databases, including recorded information of a scientific or technical nature in the computer database, and computer software documentation. It does not include computer software, or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. Computer software as used in this definition means computer programs that comprise of a series of instructions, rules or routines, or statements regardless of the media in which they are recorded, that allow or cause a computer to perform a specific operation or series of operations; and recorded information comprising of source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created or compiled.

b. **"Government Purpose"** means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national organizations, or sales or transfers by the United States Government to foreign governments or international organizations. Government Purposes include competitive procurement but do not include the rights to use, modify, reproduce, release, perform, display, or disclose data for commercial purposes or authorize others to do so.

c. **"Government Purpose Rights"** means the rights to: use, modify, reproduce, release, perform, display, or disclose Data within the U.S. Government without restriction; and, to release or disclose Data outside the U.S. Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data for Government Purposes. Such rights must be irrevocable and must include a paid-up, non-exclusive, irrevocable, worldwide license to the Data and all intellectual property rights in Data for Government Purposes.

d. ***"Proprietary Data"*** means that Data that embodies trade secrets created prior to or independently of this Agreement and/or that is business or commercial data that is privileged or business confidential under the Freedom of Information Act, 5 U.S.C. §552 *et seq.* Proprietary Data does not include Data that:
a). Is publicly known or available at the time of disclosure or that becomes generally available to the public through no act or failure to act on the part of the FAA its employees and/or contractors;

Docusign Envelope ID: 1AB0AF38-5D9D-886C-8117-A3C04F734E9E

b). Was or subsequently is made available by/received from the Lead Participant, team member, outside associate, and/or consultant with no restrictions as to its confidentiality, including otherwise protected Subject Data submitted under this Agreement that is not marked in accordance with the provisions of this Agreement;

c). Was or subsequently made available by/received from another source who was under no obligation as to its confidentiality at the time of disclosure or receipt;

d). Was developed independently by persons who have/had no access to any Proprietary Data; or,

e). Is otherwise lawfully available to the FAA, the United States Government, and/or their respective employees and contractors.

e. **"Subject Data"** means all Data created, developed, and/or delivered or specified to be delivered under any Article or Appendix of this Agreement. For avoidance of doubt, Subject Data as specified to be delivered used herein includes, but is not limited to, that Data identified in APPENDIX A – DATA AND REPORTING DELIVERABLES, and any attachments thereto.

1.2 Rights in Data

f. Each party retains Title to the Subject Data it generates under the Agreement. The Lead Participant must only deliver the Subject Data specified under the Agreement.

g. Subject Data will be delivered with the following rights:
   i. Subject Data will be delivered with Government Purpose Rights.

1.3 Subject Data that is identified and marked as proprietary information will be delivered to the FAA with the right to use, modify, reproduce, release, perform, display, disclose, and/or perform the proprietary data in whole or in part within the FAA, FAA support contractors, and US Government Agencies.

   ii. Subject data containing proprietary information may be de-identified by the FAA, in its discretion, to share analysis and raw data with other entities when it does not fall within the purposes of b.ii. above.

1.4 Marking Requirements

h. The Lead Participant must conspicuously and legibly mark the appropriate notice on all Subject Data that qualifies for the marking.

i. The notice must be placed on the transmittal document and, for printed material, on each page of the printed material containing the Subject Data for which the restrictions are asserted. When only portions of a page of printed material are subject to the asserted restrictions, such portions of the printed material must be identified with

Docusign Envelope ID: 1AB0AF38-5D9D-886C-8117-A3C04F734E9E

specificity and clarity. Subject Data transmitted directly from one computer or computer terminal to another must contain a notice of asserted restrictions. Reproductions of the Subject Data or any portions thereof subject to restrictions must also reproduce the asserted restrictions.

j. Government Purposes Rights Notice: All Subject Data delivered with Government Purpose Rights must be marked with the following notice:

> Government Purpose Rights Notice
> The U.S. Government's rights to use, modify, reproduce, release, perform, display, or disclose the Subject Data are restricted under the terms of the FAA Memorandum of Agreement No. _____, dated _____.

k. Proprietary Data: The Lead Participants must include a legend identifying the location and data it asserts to be proprietary. The Subject Data delivered with Proprietary Data must also be marked with the following notice:

> Proprietary Information
> The Subject Data contained in this submission includes proprietary information. The U.S. Government's right to use the proprietary information is restricted under the terms of the FAA Memorandum of Agreement No. ____, dated ____.

l. The parties agree that any Subject Data provided to the FAA with no marking or legend will be treated by the FAA as Government Purpose Rights. The FAA will not be liable for any use, disclosure, release, reproduction, modification, display and/or performance of such Subject Data not properly marked by the Lead Participant.

m. The Lead Participant may request to have a restrictive notice added to the Subject Data at the Lead Participant's expense if the request is made after thirty (30) days of discovery and the unmarked data has not been disclosed without restriction outside the Government at the time of the request.

2. Rights to Inventions

a. Neither party shall have the rights to any background intellectual property of the other party. No license, express or implied, for commercial application(s) is granted to either party.

b. The parties do not anticipate the conception, discovery and/or development of inventions under this agreement.

c. Should the parties require the rights to any background intellectual property, or the parties discover or anticipate inventions under this agreement, the parties agree to negotiate in good faith an agreement covering the terms and conditions for the invention or license.

3. Copyright

The Lead Participant must not assert copyright in any deliverables. The Lead Participant

Docusign Envelope ID: 1AB0AF38-5D9D-886C-8117-A3C04F734E9E

may request the right to assert copyright and submit the request in writing to the Contracting Officer. The Contracting Officer determines whether the FAA at its discretion will provide the consent to copyright.

4. Trademark

a) The Lead Participant acknowledges that the Government is the first to use and has priority to use and register any trademarks, service marks, trade names, and/or domain names for the marks: "BEYOND", "BEYOND 2", "BEYOND PHASE 2", "eIPP", "eVTOL Integration Pilot Program" and "Electric Vertical Takeoff and Landing Integration Pilot Program" ("eIPP Marks"), and shall not oppose or otherwise challenge the Governments rights to the eIPP Marks.

a) Notwithstanding the above, in the event the Lead Participant, or any entity under its control, owns or holds rights to grant license in any trademarks, service marks, trade names, and/or domain names for the eIPP marks or substantially similar name in aviation related fields, now or in the future, the Lead Participant herein agrees to grant to the FAA a perpetual, non-exclusive, irrevocable, royalty free, fully paid up, worldwide license to use such trademarks, service marks, trade names, and/or domain names. In the event that any of the Lead Participant's team members own or hold rights to grant license in any trademarks, service marks, trade names, and/or domain names for the eIPP marks the Lead Participant further agrees to use best efforts to assist the FAA in obtaining a perpetual, non-exclusive, irrevocable, royalty-free, fully paid-up, worldwide license or non-assertion covenant from such team member.

ARTICLE 7 LEGAL AUTHORITY

This Agreement is entered into under the authority of 49 U.S.C. § 106(l) which authorizes agreements and other transactions on such terms and conditions as the FAA determines necessary.

ARTICLE 8 POINTS OF CONTACT

a. FAA Contracting Officer (CO):
Federal Aviation Administration
Attn: Kristin T. Frantz
1701 Columbia Avenue
Atlanta, GA 30337
Phone: (404) 305-5779
Email: Kristin.T.Frantz@faa.gov

b. FAA Contracting Officer Representative (COR):
Federal Aviation Administration
Attn: Vishal Gupta
Atlantic City International Airport FAA
William J Hughes Technical Center , Bldg 300
Atlantic City, NJ 08405

SMAA Contact:
Kevan Hoffman, A.A.E.
Director, Air Service Development
Phone: (941) 424-6122
Email: kevan.hoffman@flysrq.com

Docusign Envelope ID: 1AB0AF38-5D9D-886C-8117-A3C04F734E9E

Phone: (609) 338-9923
Email: Vishal.Gupta@faa.gov

Lead Participant Name: Florida Department of Transportation
Attn: William N. Watts, Jr.
Address: 605 Suwannee Street
Phone: (386) 867-0271
Email: will.watts@dot.state.fl.us

ARTICLE 9 FUNDING AND PAYMENT

The FAA is not providing funding for this Agreement. Any costs associated with the performance of this Agreement will be the responsibility of the non-FAA Agreement holder. Each party will be responsible for all of its own costs to perform under this Agreement, and there is no current plan for the transfer of funds between the parties under this Agreement.

Should the parties execute a modification to add funding to this Agreement, it is considered within the scope of this endeavor.

ARTICLE 10 APPROVAL OF TEAM MEMBERS

The responsible FAA Contracting Officer shall be notified 30 days in advance of the Lead Participant changing their organizational structure by entering into any subcontract or agreement with any contractors, consultants, teammates, independent consultants, state entities (hereinafter "subordinates") that use UAS, eVTOL, and/or AAM aircraft and technologies related to this Agreement. Any subordinates required by the Lead Participant in connection with the services covered by this Agreement shall be limited to individuals or firms that have agreed to be bound to the terms of this Agreement. The government reserves the right to disapprove subordinates.

ARTICLE 11 CHANGES, MODIFICATIONS

Changes and/or modifications to this Agreement must be in writing and signed by an FAA Contracting Officer and an authorized Agreement representative of the Lead Participant. The Modification must cite the subject Agreement and must state the exact nature of the modification. No oral statement by any person shall be interpreted as modifying or otherwise affecting the terms of this Agreement.

ARTICLE 12 TERMINATION

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, and without incurring any liability or obligation to the terminated party by giving the other party at least 30 calendar days prior written notice of termination. Upon receipt of a notice of termination, the receiving party must take immediate steps to stop the accrual of any additional obligations that might require payment. The FAA reserves the right to terminate this Agreement immediately if any of the terms and conditions within this Agreement are not met.

ARTICLE 13 ORDER OF PRECEDENCE

Docusign Envelope ID: 1AB0AF38-5D9D-886C-8117-A3C04F734E9E

This Agreement and its attachments will be read and interpreted as a consistent whole.

In the event of any inconsistency between the terms of the Agreement and its attachments, any inconsistency will be resolved by giving preference in the following order:

- The Agreement
- The Appendices

Some, all, or none of the information contained within the Applicant's submissions may be incorporated into the Agreement at the discretion of the FAA.

ARTICLE 14 OBLIGATIONS OF THE PARTIES

a. Expected Results

A Lead Participant must be authorized by the FAA to facilitate the integration of UAS, eVTOL or AAM into the NAS as well as validating processes and procedures for such integration. In addition, industry and users must have an authorized/legal flight area to perform safe operations.

b. Obligations of the Parties

1. Obligations of the U.S. Government

(i) The FAA may provide authorizations available under its regulatory scheme or powers to authorize UAS and/or AAM operations to the Lead Participant.

(ii) The FAA may provide feedback during all phases of the development of the BEYOND Phase 2 eIPP program, including the requirements, design, implementation, evaluation, and oversight stages.

(ii) The FAA retains the right to conduct oversight of all operations conducted under this Agreement, including on-site visits, and has the authority to halt, suspend or modify operations hereunder at any time.

2. Obligations of Lead Participant

The Lead Participant and its partners must ensure that eIPP operations are safe and secure.

(i) The Lead Participant must be aware of and follow all applicable aviation policies and regulations. Participation in the BEYOND Phase 2 eIPP program does not automatically confer, grant, or constitute approval for any exemptions, waivers, or authorizations necessary for operations. This includes, but is not limited to:

a. Environmental considerations – the Lead Participant must consider FAA's obligations under the National Environmental Policy Act (NEPA) and FAA Order 1050.1 FAA National Environmental Policy Act.

(ii) The Lead Participant must use a Safety Management System (SMS) approach to integrate the management of safety risk into planning, operations and decision making. Additionally, a Safety Risk Management (SRM), approach must be used for the entire phase of preparation, management and actual UAS, eVTOL, and AAM aircraft flights

Docusign Envelope ID: 1AB0AF38-5D9D-886C-8117-A3C04F734E9E

as defined in this Agreement.

(iii) The Lead Participant accepts the risk and high consequence decision of the analyses which eventually leads to NAS operation. Any mishaps (including accidents and incidents) that occur under this Agreement will be reported to the FAA and other appropriate government agencies in accordance with current aviation practices and requirements.

(iv) The Participant must be cognizant of, abide by and address all security regulations and laws that apply to UAS, eVTOL or AAM operations. Lead Participant must take necessary and appropriate steps to mitigate risks to public safety, homeland, aviation, and national security and ensure compliance with relevant laws, regulations, security directives, orders, and requests to ensure that BEYOND eIPP program activities do not interfere with or introduce risk related to national defense, homeland security, aviation security, or law enforcement operations and missions. Requirements and reporting for security elements are listed in Appendix A.

ARTICLE 15 DISPUTES

Where possible, disputes will be resolved by informal discussion between the parties. To the extent any dispute is not resolved by informal discussion, the FAA Contracting Officer signatory to this Agreement will make the final decision. Following the Contracting Officer's final decision, the parties can pursue any legal remedies in accordance with 49 U.S.C. 46110 or the applicable federal law.

ARTICLE 16 WARRANTIES

No Warranty. The FAA makes no express or implied warranty as to any matter whatsoever, including the conditions of the research or any invention or product, whether tangible or intangible, made or developed under this Agreement, or the ownership, merchantability, or fitness for a particular purpose of the research or any invention or product.

ARTICLE 17 INSURANCE

The Lead Participant must arrange by insurance or otherwise for the full protection of FAA from and against all liability to third parties arising out of, or related to, the Lead Participant's performance of this Agreement. The FAA assumes no liability under this Agreement for any losses arising out of any action or inaction by the Lead Participant, its employees, or contractors, or any third party acting on its behalf. The Lead Participant agrees to hold the U.S. Government harmless against any claim by third persons for injury, death or property damage arising out of or in connection with the Lead Participant's performance under this Agreement, to the extent permitted by law.

ARTICLE 18 LIABILITY

Tort Liability of U.S. Government. The U. S. Government will not, except for gross negligence, fraud, abuse, or misuse, be responsible for any property of the Lead Participant consumed, damaged, or destroyed in the performance of this Agreement. Any liability of the U.S. Government is determined pursuant to the Federal Tort Claims Act, 28 U.S.C. 2671 et seq.

Docusign Envelope ID: 1AB0AF38-5D9D-886C-8117-A3C04F734E9E

Personal Injury and Damage to Property. The Lead Participant agrees to save and hold the U.S. Government, its officers, agents, and employees harmless from liability of any nature or kind, including costs and expenses, for, or on account of, any or all suits or damages of any character whatsoever resulting from injuries or damages sustained by any person or persons or property by virtue of negligence or omissions on the part of the Lead Participant, its officers, agents, and employees in the performance of this Agreement.

ARTICLE 19 LOWER TIER AGREEMENTS

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Docusign Envelope ID: 1AB0AF38-5D9D-886C-8117-A3C04F734E9E

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Docusign Envelope ID: 1AB0AF38-5D9D-886C-8117-A3C04F734E9E

AGREED:

Florida Department of Transportation	**Federal Aviation Administration**
BY: William N. Watts, Jr.	**BY**: Kristin T. Frantz
TITLE: Chief Operations Officer, Assistant Secretary	**TITLE**: Contracting Officer
SIGNATURE: DocuSigned by: 022E6284290B41A...	**SIGNATURE**: KRISTIN TUCKER FRANTZ Digitally signed by KRISTIN TUCKER FRANTZ Date: 2026.08.18 20:43:37 -04'00'
DATE: 2026-08-15	**DATE**:

ATTACHMENTS

APPENDIX A – SYSTEMS AND OPERATIONS DATA

APPENDIX B – PROGRAMMATIC REPORTS AND PRESENTATIONS

APPENDIX C – ACRONYMS

APPENDIX D – LEAD PARTICIPANT OBJECTIVES

Docusign Envelope ID: 1AB0AF38-5D9D-886C-8117-A3C04F734E9E

APPENDIX A – SYSTEMS AND OPERATIONS DATA

See separate Appendix A document included with this OTA.

Docusign Envelope ID: 1AB0AF38-5D9D-886C-8117-A3C04F734E9E

APPENDIX B – PROGRAMMTIC REPORTS AND PRESENTATIONS

Programmatic reports and presentation are included in the separate Appendix A document to this OTA.

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APPENDIX C – ACRONYMS

AMS	Acquisition Management System
BVLOS	Beyond visual line of sight
C2	Control and Command
CFR	Code of Federal Regulations
CO	Contracting Officer
COA	Certificate of Waiver or Authorization (FAA form 7711)
COR	ContractOfficer Representative
DHS	Department of Homeland Security
DoD	Department of Defense
FAA	Federal Aviation Administration
NAS	National Airspace System
ODRA	Office of Dispute Resolution for Acquisition
UA	Unmanned aircraft
UAS	Unmanned aircraft system
VLOS	Visual line of sight

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APPENDIX D – LEAD PARTCIPANT OBJECTIVES

See Lead Participant Project Plans for Lead Participant Objectives.

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APPENDIX A – SYSTEMS AND OPERATIONS DATA

The Lead Participant's (LP) ability to effectively communicate plans and provide accurate information will determine the eIPP's success. This appendix describes the LP's responsibilities for providing information and data deliverables required by this agreement.

Deliverables and Reporting Requirements

a. Reporting Format – The LP must submit required information for the purpose of informing FAA policy and safety decisions. FAA has sole discretion to determine the format and platform for data reporting. The LP's primary method of providing data is a web-based platform specifically developed for the purpose of collecting eIPP information. However, the FAA reserves the right to change format and platform. For example, the AAT-200 Project Manager (PM) may request that the LP provide certain information via email.

   Deliverables and Reporting Requirements – Per Article 5, *Deliverables and Reporting Requirements*, the LP will provide certain data deliverables to the FAA. Table 1, *Deliverables and Reporting Requirements* and Subsection *Additional Details* describes the required data deliverables and reporting requirements. In the event that the LP does not have access to or is unable to attain the information requested, the LP will facilitate the exchange of the information between the partner and the FAA according to the reporting format outlined above. LP partners may send proprietary data directly to the FAA as long as the partner notifies the LP of the direct exchange.

Table 1: Deliverables and Reporting Requirements

#	Type of Report/Data Deliverable	Due Date
1	Project Plan	Initial copy provided within 7 days of the effective date of the modification to incorporate Appendix A into the OTA. Substantive changes provided within 7 days of change
2	Project Plan Progress Updates	Every Tuesday
3	Safety Plan Overview	1 day prior to each eIPP flight campaign
4	FAA Authorizations	All existing relevant authorizations within 7 days of the effective date of the modification to incorporate Appendix A into the OTA. Within 7 days of the issuance of a new authorization but not later than the first flight under that authorization
5	Data Needs	Initial response due within 7 days of FAA request
6	Anomaly Notifications	Within 1 day after the event
7	Annual Reports	Every June 30 starting in 2027

Docusign Envelope ID: 1AB0AF38-5D9D-886C-8117-A3C04F734E9E

8	Annual Briefings	Every September 30 starting in 2027

Note: All due date durations are based on calendar days.

Additional Details

1. Project Plan - The LP will develop and maintain a Project Plan, with PM acceptance, throughout the eIPP. The Project Plan is the primary communication tool for LP and PM collaboration. The LP must submit the original Project Plan within 7 days of the effective date of the modification to incorporate Appendix A into the OTA. The LP must update the Project Plan with current information including completion of, or changes to, planned activities, tasks, etc. The LP must provide the PM an updated Project Plan within 7 days of all substantive (i.e. nonadministrative) changes. The Project Plan must include the following information:
    - High Level Objectives – Describe the concept of operations, specific LP objectives, and how LP objectives align with eIPP/FAA objectives.
    - Task List – Describe phases, milestones, and tasks including planned flights and activities, expected start and completion dates, and related information.
    - Communication List – Describe how the LP will communicate project information to the PM, Contracting Officer (CO), and other FAA offices as necessary. At a minimum the LP will meet with the PM monthly for near term activities, and quarterly to assess overall project progress.
    - Stakeholder Register – List pertinent project stakeholders including their contact information, influence, interest levels, roles, and communication needs.
    - Risk Register – Describe the potential obstacles that could put successful completion of an activity or task at risk. Include proposed mitigations to address each obstacle.
    - Data List – Describe each data deliverable the LP expects to attain, which FAA data need it addresses, expected data delivery date, data attributes, format, and methodology.
    - Revision Log – Document significant changes to the accepted plan, as determined by the LP and PM.
    - Team POCs – List the LP primary Points of Contact (POC). POCs are a part of the project team and are responsible for execution of project tasks.

    Note: LP may proceed with Project Plan elements once the Project Plan is accepted by the PM.

2. Project Plan Progress Updates – The LP must provide a weekly progress update, including reports of no progress, for each planned flight, activity, milestone, and task, as applicable. Updates should include any obstacles to progress and highlight when the LP requires FAA engagement.

3. Safety Plan Overview – The LP must provide a written and updated overview of its safety program/plan prior to each eIPP flight campaign.

    Note: This is a separate document than any application for any exemption, waviers, or authorizations necessary for operations. As per Article 14 §b(2)(i) of the MOA, the Lead

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Participant must be aware of and follow all applicable aviation policies and regulations. Participation in the BEYOND Phase 2 eIPP program does not automatically confer, grant, or constitute approval for any exemptions, waivers, or authorizations necessary for operations.

4. FAA Authorizations – The LP must provide the PM all FAA approvals, authorizations, etc. for all aircraft utilized, and flight operations conducted, during the eIPP. This requirement includes the current Certificate of Authorization (COA), Special Airworthiness Certificate - Experimental Certificate (SAC-EC), and/or other applicable FAA authorizations, waivers or exemptions issued to the LP or partners for purposes of authorizing Advanced Air Mobility (AAM) operations.

   Note: The LP and/or partners are responsible for complying with the FAA approvals, authorizations, etc. including any additional reporting requirements.

5. Data Needs – The FAA will include specific data needs for various flight operations in a web-based platform. The LP must determine the feasibility of collecting the requested data within 7 calendar days of the data request being made available to the LP. The LP must add the response to the web-based platform and state whether or not collecting the specific data is feasible. If the request is feasible, the LP must update the Project Plan Data List accordingly. Data requirements and associated timelines will depend on the type of flight operation and feasibility of the request. If the LP disagrees with the data request, the LP must provide a justification within the 7 calendar days.

6. Anomaly Notifications – The LP must notify the PM following any operational anomaly or unintended behavior such as any injury to persons, any damage to aircraft, flight cancellations, diversions, any equipment malfunctions, abnormal or emergency operations, system errors and alerts, lost communication links, loss of separation between ownship and aircraft or obstacles/terrain, etc. The LP must provide all related data about the event to the FAA upon request.

   Note: This deliverable does not replace any existing aviation policy regarding accident and incident reporting.

7. Annual Reports – The LP must provide the PM a 508-compliant, plain language annual report that includes an evaluation of program goals and outcomes to date, recommendations for the permanent integration of AAM operations into the national airspace system (NAS), and any proposed future initiatives to maintain United States leadership in AAM flight. Do not include proprietary information as the FAA may share the reports publicly.

8. Annual Briefings – The LP must conduct an annual briefing from a shareable presentation for the PM, CO, CO Representative (COR), and other FAA stakeholders as necessary on the following:
   - Overview of Project Plans including updates on operational timelines, and an assessment of risks to project success and possible mitigations,

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- Evaluation of initial program objectives, changes to the objectives, and completion of the objectives,
- Overview of LP Safety Plan and lessons learned regarding aviation safety,
- Identification of technical challenges and/or regulatory limitations discovered throughout the eIPP and proposed solutions,
- Recommendations for the permanent integration of AAM operations into the NAS,
- Any proposed future initiatives to maintain United States leadership in AAM flight, and
- Programmatic lessons learned.

SARASOTA MANATEE AIRPORT AUTHORITY
NOVEMBER 17, 2026, REGULAR MEETING
STAFF NARRATIVE

REQUEST TO APPROVE
PURCHASE AGREEMENT FOR THREE PASSENGER BUSES FROM
MODEL 1 COMMERCIAL VEHICLES, INC. DBA CREATIVE BUS SALES, INC.

EXECUTIVE SUMMARY: Staff requests approval to purchase three StarCraft Allstar 22" passenger buses from Model 1 Commercial Vehicles, Inc. d/b/a Creative Bus Sales, Inc., for $344,688.00 to replace three existing passenger buses.

NARRATIVE: During the Fiscal Year 2027 budget process, staff identified an immediate long-term capital allocation requirement to replace six existing 22' passenger buses that have exceeded their useful life. Staff determined that the purchase of three 22' passenger buses was required to meet the operational demands of the upcoming holiday travel season. As a result, staff requested competitive quotes for three passenger buses to satisfy the Authority's immediate needs.

In response to its request for quotes, staff received a quote from Nations Bus Corporation for two Turtle Top Terra Transit 22' passenger buses for $201,290.00. However, Nations Bus Corporation could not provide a third passenger bus. The two buses available from Nations Bus Corporation also required the Authority to make alterations to the buses to comply with the Authority's existing fleet configuration. The modifications would result in additional costs to the Authority and delay deployment of the buses until after the holiday travel season.

Also, in response to its requests for quotes, staff also received a quote from Model 1 Commercial Vehicles d/b/a Creative Bus Sales, Inc. for three StarCraft Allstar 22' passenger buses for $347,688.00. All three buses were available for immediate delivery with no modifications required. As a result, Staff issued a deposit of $3,000.00 to Model 1 Commercial Vehicles d/b/a Creative Bus Sales, Inc. to secure the three buses for purchase, subject to the Board's approval.

Based on the need to replace three existing passenger buses before the upcoming peak holiday travel season, the President, Chief Executive Officer, recommends approval of the proposed purchase of three StarCraft Allstar 22' passenger buses from Model 1 Commercial Vehicles d/b/a Creative Bus Sales, Inc. in the total amount of $347,688.00.

RECOMMENDATION: It is hereby recommended that the Sarasota Manatee Airport Authority Board approve the purchase of three StarCraft Allstar 22' passenger buses from Model 1 Commercial Vehicles d/b/a Creative Bus Sales, Inc. in the total amount of $347,688.00, less the security deposit, and authorize the President, Chief Executive Officer, to execute the appropriate purchase agreement.

Attachment: Model1 Commercial Vehicles d/b/a Creative Bus Sales, Inc. Quote, dated October 23, 2026

SMAA101172026

MODEL 1

Model 1 Commercial Vehicles, Inc.
3314 SW 49th Way Ste 3
Davie, FL 33314

Phone: (754) 529-4390
Fax: (904) 241-0507
model1.com

BUYER'S ORDER CONTRACT

Date:	October 23, 2026	Unit #(s):	1.72851E+12
Buyer Name:	SARASOTA MANATEE AIRPORT AUTHORITY		
Contact:	ERIN JONES	Phone:	941-724-2517
Address:	1164 AIR CARGO AVE SUIT 50	Fax:	
City, State, Zip:	SARASOTA MANATEE AIRPORT AUTHORITY, FL 34243	E-Mail:	erin.jones@flysrq.com
Buyer ID:		Salesperson:	JOE REILLY
Ship To Address:	Attn: ERIN JONES - SARASOTA MANATEE AIRPORT AUTHORITY - 1164 AIR CARGO AVE SUIT 50		
Ship To Address Cont'd:	SARASOTA MANATEE AIRPORT AUTHORITY, FL 34243		
Ship To Phone:	941-724-2517	Ship To Email:	erin.jones@flysrq.com
Finance Source:		Contact:	
Address:		Phone:	
City, State, Zip:		Fax:	
Description of Vehicle:	2025 STARCRAFT ALLSTAR 22'		
VIN #:	1FDEE3FN5SDD12737 ,1FDEE3FN1SDD12766 , 1FDEE3FN3SDD12591		
Engine Type:	Gas	Shipping Terms:	CPT Shipping
Number of Passengers:	13	Wheelchair Positions:	2
Estimated Delivery Date:	November 18, 2026	Payment Terms:	Net Upon Receipt

		Unit Price	$ 114,038.00
		Delivery	$ 2,200.00
Possession State:	FL	Incentive (Non-Taxable)	$ -
		Rebates (Taxable)	$ (1,000.00)
		Doc Prep Fee (Taxable)	$ 150.00
		Base Selling Price	**$ 115,388.00**
			$ -
		Total Taxable Amount	$ 116,388.00
		Sales Tax* (Estimated)	$ -
0.000%			$ -
			$ -
			$ -
		DMV Fees* (Estimated)	$ 500.00
		DMV Electronic Filing Fee	$ -
		Tire Fee	$ 8.00
		Fees Sub-Total	**$ 508.00**
		Total Price Per Unit	$ 115,896.00
		Quantity	3
		Contract Total	**$ 347,688.00**
		Customer Net Trade	
		Customer Net Trade	$ -
		Customer Deposit	$ (3,000.00)
			$ -
		Balance Due	**$ 344,688.00**

Notes:
*** The tax and fees reflected on this agreement are based on the regulations applicable at the time of drafting this contract. The actual amounts due will be based on the regulations applicable at the time title for each vehicle transfer.**

All rebates and incentives will be signed over to Dealer.

" The Authority shall pay the required deposit upon execution of this Agreement, which deposit shall be non-refundable. However, any subsequent obligations of the Authority that require financial funding are subject to and contingent upon annual budgetary funding and appropriations by the Authority's Board of Commissioners. If the Board fails to approve or appropriate such funding for any fiscal period, this Agreement shall terminate without any penalty, liability, or further obligation of the Authority to purchase goods or services."

Remit To: PO Box 713176, Chicago, IL 60677-0376

General Terms and Conditions of Dealer Vehicle Sale

1. APPLICABILITY. These General Terms and Conditions of Dealer Vehicle Sale (these **"Terms"**) are the only terms that govern the sale of all vehicles and any services thereto (**"Vehicle"**) by Model 1 Commercial Vehicles, Inc. (**"Dealer"**) to the buyer named on this Agreement (as defined below) to which these Terms are attached (**"Buyer"** or **"You"**). Collectively Buyer and Dealer are referred to as the **"Parties"** and individually as **"Party."** As applicable, a Buyer's Order Contract (the **"BOC"**) and/or an Order Confirmation setting forth the Vehicle to be purchased, and these Terms (collectively, this **"Agreement"**) comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. This Agreement supersedes any of Buyer's general terms and conditions of purchase regardless of whether or when Buyer has submitted a purchase order or such terms. Dealer expressly rejects Buyer's general terms and conditions of purchase, and fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions or serve to modify or amend these Terms. Acceptance of this Agreement by Buyer shall be deemed as the earlier of (i) Buyer's signature to the BOC and (ii) Buyer's acceptance of the Vehicle. In the event of any conflict or inconsistency between the terms of an Order Confirmation and a BOC, the Order Confirmation shall prevail. Notwithstanding anything herein to the contrary, if a written contract signed by both Parties is in existence covering the sale of the Vehicle (**"Master Agreement"**), then the Master Agreement shall prevail to the extent of any inconsistency with these Terms.

2. DEALER MAKES NO GUARANTEE OR WARRANTY, EXPRESS OR IMPLIED. The Vehicle is sold by Dealer "AS-IS" with no Dealer guarantee or warranty, implied or express, except as noted in Section 3. All warranties on this Vehicle are made by the manufacturer, and not the Dealer. DEALER HEREBY DISCLAIMS AND EXCLUDES FROM THIS SALE ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PURPOSE; OR WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. Buyer understands Dealer does not warrant the year of this Vehicle, the year of the chassis, or the year of any of its component parts, and that the manufacturer(s) of the Vehicle chassis or component is solely responsible for the year assigned to this Vehicle to the extent its year is referenced in the Agreement. If Buyer is purchasing a "new" Vehicle as indicated above, Buyer acknowledges that "new" means that the Vehicle has not been previously titled to an end user although the Vehicle may have been used in a demo or a show. Buyer understands and agrees that manufacturer(s)' written warranties, if any are applicable to this Vehicle, will be provided by Dealer at the time of Vehicle delivery, or made available earlier upon Buyer's request. Buyer acknowledges that Dealer is not an agent of the manufacturer and that Dealer has not represented or misrepresented the terms of any applicable manufacturer(s)' written warranties. Buyer understands and agrees that if either of Buyer or Dealer should breach this Agreement or if Buyer institutes any claim arising out of the purchase of the Vehicle, the statute of limitations for any such claim is limited to one (1) year from the date of sale.

3. LIMITED SERVICE WARRANTY. Dealer represents and warrants to Buyer that it shall perform any services performed to the Vehicle using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement. Dealer shall not be liable for a breach of this Section 3 unless Buyer gives written notice of the defective services, reasonably described, to Dealer within seven (7) days of the time when Buyer discovers or ought to have discovered that the services were defective, and in no event shall Dealer be responsible for any defective services later than sixty (60) days following Notification (as set forth in Section 8). Dealer shall, in its sole discretion, either (a) repair or re-perform such services; or (b) credit or refund the price of such services at the pro rata contract rate. THE REMEDIES SET FORTH IN THIS SECTION 3 SHALL BE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND DEALER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED SERVICE WARRANTY SET FORTH IN THIS SECTION 3. If the services include the installation of accessories, parts or components manufactured by third parties, Dealer makes no warranty whatsoever regarding such third-party accessories, parts and components. Dealer will pass through any third-party warranties on such accessories, parts and components.

4. DEALER NOT AGENT OF MANUFACTURER. Dealer is not the agent of the manufacturer. Dealer is not responsible for changes by the manufacturer in the price, available rebate, design or accessories of specially ordered vehicles. If Dealer's price increases on a Vehicle, or if a rebate to be received by Dealer is reduced or eliminated, or the Vehicle becomes subject to a tariff, the Buyer's price will be increased by a like amount. If the Vehicle price increases by more than 10% (excluding price increases due to tariffs) and Buyer is dissatisfied with the increase, Buyer may cancel this order and Buyer's deposit and trade-in or the actual cash value of the trade-in, if sold, minus any loan, will be refunded. Buyer understands that manufacturer may, from time to time, change the model, design, or other elements, including the parts and accessories, in the Vehicle and at any time a manufacturer makes such changes, neither Dealer nor manufacturer are obligated to make the same changes to Buyer's Vehicle, even if such changes are made prior to delivery of the Vehicle.

5. DEPOSIT; PAYMENT. Unless other payment terms are indicated on the Agreement, (i) a deposit is due at the time of signing the Agreement and before the Vehicle will be ordered or prepared for delivery by Dealer, and (ii) the balance due shall be paid in full within 48 hours of Notification (as set forth in Section 8) and before the Vehicle will be released to the Buyer. Any credit, voucher, rebate, or similar incentive from any state, federal, or other governmental or third-party program that is listed on the BOC is acknowledged as a potential incentive, without guarantee. Dealer neither controls nor assumes any responsibility for the approval, administration, funding, or timing of such programs. Unless otherwise agreed, if Dealer does not receive such funds for any reason, Buyer remains fully responsible for payment of the entire contract price. For any payment terms, in the event Buyer does not make timely payment in full, Dealer may charge Buyer interest on any overdue amount at a rate of 10% per annum or the maximum allowable rate under applicable law, whichever is less, until the overdue amount is paid in full. The Vehicle will not be titled to the Buyer until the contract total for such Vehicle plus any interest charges indicated herein are paid in full.

6. CANCELLATION; CHANGE FEES. There is no "cooling off" or other cancellation period for vehicle sales or services. Therefore, Buyer cannot later cancel this Agreement without the agreement of Dealer, or for legal cause. Further, if either party wishes to change any term of this Agreement or the details of the Vehicle as set forth therein after acceptance of this Agreement, neither party shall be bound by such changes after the date of this Agreement unless mutually agreed upon in writing. If Buyer wishes to change any detail of the Agreement related to the Vehicle being purchased, Buyer shall submit details of the requested change to the Dealer in writing. Dealer shall, within a reasonable time after such request, respond to Buyer's request indicating (i) the acceptance or denial of the change, (ii) the likely impact to timing of the Vehicle's delivery, and (iii) any necessary variations to the fees (including any change fees that may be charged by Dealer). Promptly after receipt of the written estimate, the parties shall negotiate and agree in writing on the terms of the change.

7. DELAYS. Buyer will not hold Dealer liable for any failure or delay in performing this Agreement if such failure or delay is caused by any event outside of Dealer's reasonable control, including, without limitation, (a) any act or omission of the Vehicle manufacturer or any component part manufacturer; (b) Buyer's delay to respond promptly to any Dealer request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Dealer to perform services in accordance with the Agreement, (c) acts of God, natural disasters, flood, fire, earthquake, or explosion; (d) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (e) government order, law, or action; (f) embargoes or blockades in effect on or after the date of this Agreement; (g) national or regional emergency; (h) telecommunication breakdowns or power outages or shortages; (i) epidemics, pandemics, or acts of quarantine; and (j) other similar events beyond the reasonable control of Dealer.

8. DELIVERY; INSPECTION; RISK OF LOSS. The method of delivering the Vehicle ("Delivery") shall be set forth in the BOC and if no such method is defined, then Buyer is responsible for picking up the Vehicle at the Dealer location within forty-eight (48) hours after being notified that the Vehicle is ready for delivery ("Notification"). Unless otherwise set forth in the BOC, the Vehicle will be delivered ExWorks (Dealer location) and full risk of loss will pass upon Notification that the Vehicle is ready for Delivery. If the Buyer delays Delivery of the Vehicle more than five (5) days after Notification, Dealer will have the right to charge a storage fee of $50 per day for storage of the Vehicle.

9. BUYER'S INSPECTION. If the Vehicle is delivered via a transportation carrier, Buyer shall immediately inspect the Vehicle upon arrival and report any defects resulting from transportation of the Vehicle directly to the transportation carrier through such carrier's reporting processes. Separately, within forty-eight (48) hours after Delivery, Buyer shall inspect the Vehicle for conformance to the Agreement and report any issues to Dealer ("Inspection"). Upon Delivery and Inspection, Buyer acknowledges: (i) having received ample opportunity for, and actually inspecting the Vehicle as fully as Buyer desires and (ii) utilizing and relying solely upon Buyer's own judgment to inspect and determine that the Vehicle is of adequate quality, merchantable, and otherwise fit for the purposes intended by Buyer. Buyer further acknowledges that Buyer did not make Dealer aware, and that Dealer was unaware, implicitly or expressly, of any particular purpose intended by Buyer for the Vehicle. Consequently, Buyer has not relied upon Dealer's skill or judgment in the selection or delivery of the Vehicle. Buyer acknowledges that Dealer has not made any representation regarding the Vehicle's condition, history, status, prior usage, quality of or regularity of care or servicing, nor the existence of prior damage and/or repair of damage except as required by law.

10. FINANCING OR INSTALLMENT SALES CONTRACTS. IF YOU ARE FINANCING THIS VEHICLE, PLEASE READ THIS NOTICE: YOU ARE PROPOSING TO ENTER INTO A RETAIL INSTALLMENT SALES CONTRACT WITH THE DEALER. PART OF YOUR CONTRACT INVOLVES FINANCING THE PURCHASE OF YOUR VEHICLE. IF YOU ARE FINANCING THIS VEHICLE AND THE DEALER INTENDS TO TRANSFER YOUR FINANCING TO A FINANCE PROVIDER SUCH AS A BANK, CREDIT UNION OR OTHER LENDER, YOUR VEHICLE PURCHASE DEPENDS ON THE FINANCE PROVIDER'S APPROVAL OF YOUR PROPOSED RETAIL INSTALLMENT SALES CONTRACT. IF YOUR RETAIL INSTALLMENT SALES CONTRACT IS APPROVED WITHOUT A CHANGE THAT INCREASES THE COST OR RISK TO YOU OR THE DEALER, YOUR PURCHASE CANNOT BE CANCELLED. IF YOUR RETAIL INSTALLMENT SALES CONTRACT IS NOT APPROVED, THE DEALER WILL NOTIFY YOU VERBALLY OR IN WRITING. YOU CAN THEN DECIDE TO PAY FOR THE VEHICLE IN SOME OTHER WAY OR YOU OR THE DEALER CAN CANCEL YOUR PURCHASE. IF THE SALE IS CANCELLED, YOUNEED TO RETURN THE VEHICLE TO THE DEALER WITHIN 24 HOURS OF VERBAL OR WRITTEN NOTICE IN THE SAME CONDITION IT WAS GIVEN TO YOU, EXCEPT FOR NORMAL WEAR AND TEAR. ANY DOWN PAYMENT OR TRADE-IN YOU GAVE THE DEALER WILL BE RETURNED TO YOU. IF YOU DO NOT RETURN THE VEHICLE WITHIN 24 HOURS OF VERBAL OR WRITTEN NOTICE OF CANCELLATION, THE DEALER MAY LOCATE THE VEHICLE AND TAKE IT BACK WITHOUT FURTHER NOTICE TO YOU AS LONG AS THE DEALER FOLLOWS THE LAW AND DOES NOT CAUSE A BREACH OF THE PEACE WHEN TAKING THE VEHICLE BACK.

11. TITLE; ODOMETER STATEMENT. Title to the Vehicle will remain with Dealer until the agreed upon purchase price is paid in full in cash or Buyer has signed a retail installment contract and it has been accepted by a bank or finance company, at which time title shall pass to Buyer even though the actual delivery of the Vehicle may be made at a later date. Buyer agrees that no statement has been made as to the number of miles on any new, used, or demo vehicles, except as set forth in the odometer mileage statement as provided by the Federal Odometer Law and on the face of this Agreement as required under state law which does not constitute a warranty, express or implied, or a contractual term of this Agreement as required under state law which does not constitute a warranty, express or implied, or a contractual team of this Agreement. Buyer acknowledges receipt of such Federal Odometer Statement.

12. TRADE-IN. If Buyer is trading in a vehicle, Buyer will give Dealer the original bill of sale or the title to the trade-in. Buyer promises that any trade-in which Buyer gives in this purchase transaction is owned by Buyer free of any lien or other claim except as noted on the other side of this Agreement. Buyer promises that all taxes of every kind levied against the trade-in have been fully paid. If any government agency makes a levy or claims a tax lien or demand against the trade-in, Dealer may, at Dealer's option, either pay it and Buyer will reimburse Dealer on demand, or Dealer may add that amount to this Agreement as if it had been originally included. Any trade-in delivered by Buyer to Dealer in connection with this Agreement shall be accompanied by documents sufficient to enable the Dealer to obtain a title to the trade-in in accordance with applicable state law. Buyer warrants that the trade-in is or will be properly titled to Buyer and/or Buyer has the right to sell or otherwise convey the trade-in and the trade-in has never been a salvaged, reconditioned or rebuilt, flooded or a lemon buyback, and the trade-in is free and clear of all liens or encumbrances except as may be noted on the front of this Agreement. If Buyer's initial trade-in value is determined by anything other than a physical appraisal by Dealer, Dealer may later reappraise and amend the value of the trade-in allowance at such time Dealer has the opportunity to perform a physical appraisal of the trade-in. This physical appraisal will then determine the actual trade-in allowance provided on the front side of this Agreement.

13. FAILURE TO COMPLETE PURCHASE. Failure to timely accept Delivery by Buyer shall give Dealer the right to dispose of any trade-in, trading any cash consideration received as a deposit and retaining the same, and at Dealer's option, the right to retain any deposit and pursue any other remedy available under the law to adequately compensate Dealer's damages, costs, expenses, or losses incurred by Dealer because Buyer failed to complete this purchase; further, Dealer may make the Vehicle available for sale to other customers. If Dealer paid any negative equity balance on the trade-in, Buyer shall pay to Dealer the amount paid on Buyer's behalf. If Dealer brings an action or involves an attorney to enforce the terms of this section, Buyer agrees to pay Dealer's reasonable attorneys' fees, court costs, and other expenses incurred in pursuing such action.

14. EXCLUSION OF CERTAIN DAMAGES. IN NO EVENT SHALL DEALER OR ANY OF ITS REPRESENTATIVES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER BUYER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. Such excluded damages may include, but are not limited to, any loss of use, loss of time, inconvenience, aggravation, loss of wages/earnings/income, fuel/transportation expenses, hotel/motel costs, insurance, storage, rental or replacement, altered or cancelled trips/vacations, the cost of any food/meals and any other consequential, indirect, incidental, special, exemplary, punitive or enhanced damages. Buyer acknowledges that Buyer shall not seek or recover such damages from Dealer. Buyer acknowledges this disclaimer of damages is independent of and shall survive any failure of the essential purpose of any warranty or remedy. DEALER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL NOT EXCEED TOTAL CONTRACT PRICE OF THE VEHICLE BEING SOLD UNDER THIS AGREEMENT.

15. PATENT LIABILITY. Where Dealer supplies goods to Buyer's specifications and/or manufactured or fabricated from Buyer's blueprint, sketch, specifications, or tooling Buyer, at its own expense, shall defend any suit or proceeding of any kind whatsoever brought against Dealer in any capacity if such suit or proceeding involves a claim that any goods or any part thereof constitutes an infringement of any patent, copyright or trademark and Buyer shall pay or indemnify any and all judgments, expenses and costs which may be awarded against or incurred by Dealer related to such legal action.

16. TAXES, INSURANCE. Buyer shall be liable for all sales, use, or other taxes of a similar nature applicable to the transaction unless such payment is otherwise prohibited by law. Buyer assumes responsibility to cover the Vehicle described on the front of this Agreement with necessary and proper insurance coverage and assumes all legal liability arising from the operation of the Vehicle from the time of Delivery. Buyer understands that Buyer is not covered by insurance on the Vehicle until Buyer's insurance company accepts coverage on the Vehicle. Buyer agrees to hold Dealer harmless from any and all claims due to loss or damage prior to Buyer's insurance company accepting coverage on the Vehicle.

17. CHOICE OF LAW AND VENUE, FEES. Any controversy, dispute or claim arising out of or relating to this Agreement or breach thereof shall be interpreted under the laws of the state in which Dealer is located and venue will be in the state and county in which Dealer is located or the applicable federal court. If Dealer brings a legal action to enforce or interpret this Agreement and prevails, Buyer shall pay Dealer's reasonable attorneys' fees and costs incurred in such action. If Buyer brings an action based on this Agreement and does not prevail, Buyer shall pay Dealer's reasonable attorneys' fees and costs incurred in the defense of such action or any part thereof.

18. WAIVER OF JURY TRIAL; CLASS ACTIONS. Buyer agrees that any controversy, dispute or claim arising out of or relating to this Agreement or breach thereof will be decided by a judge, rather than a jury. Buyer further agrees in connection with this purchase to waive Buyer's right to participate as a class member in any class action lawsuit that might be brought against Dealer.

19. SEVERABILITY. Buyer and Dealer agree that each portion of this Agreement is such that if any term, provision or paragraph is found to be invalid, voidable, or unenforceable for any reason, such provision or paragraph may be severed and all other portions of this Agreement shall remain valid and enforceable.

Authorized Customer's Representative

Signature: _____

Name: _____

Title: _____

Date: _____

Model 1 Commercial Vehicles, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

10.23.26

SARASOTA MANATEE AIRPORT AUTHORITY
NOVEMBER 17, 2026, REGULAR MEETING
STAFF NARRATIVE

REQUEST TO APPROVE
RANKING OF MOST PREFERRED FIRMS AND
ENTER NEGOTIATIONS FOR SERVICES IN RESPONSE TO RFQ-04-2026-MASTER PLAN UPDATE

EXECUTIVE SUMMARY: Staff issued Request for Qualifications, RFQ-04-2026, "Master Plan Update", to obtain professional planning and technical expertise to update the Master Plan for development at Sarasota-Bradenton International Airport. Based on the responses received to the RFQ, staff requests approval of the initial ranked firms and to enter negotiations with the top-ranked firm.

NARRATIVE: The Sarasota Manatee Airport Authority (the "Authority") adopted the last update of the Master Plan for the Sarasota Bradenton International Airport (the "Airport") in March 2021, which was subsequently accepted by the Federal Aviation Administration ("FAA") and Florida Department of Transportation ("FDOT"). Soon thereafter, the Airport experienced unprecedented passenger growth. By July 2021, monthly enplanements were 121% higher than two years earlier, and annual enplanements were projected to reach approximately 1.6 million by the end of 2021, levels not anticipated until 2030. As a result, the Airport's existing Master Plan needs updating to reflect current conditions and provide additional guidance for informed long-term planning. Updating the Master Plan is also required to maintain compliance with FAA planning standards, ensure eligibility for federal funding, and to facilitate safe, secure, efficient, and responsible development.

To that end, on July 1, 2026, staff issued Request for Qualifications, RFQ-04-2026, "Master Plan Update," to obtain qualified and experienced firms to provide professional planning and technical expertise required to update the Airport's Master Plan, including airspace planning, strategic planning, terminal and roadway planning, airport forecasting, financial analysis, land use planning, transportation planning, engineering assessments, cost estimating, noise compatibility planning, resiliency and sustainability planning, public outreach, and on-call support. In response, staff received responses from the following firms:

1. InterVISTAS Consulting USA, L.L.C.
2. Ricondo & Associates, Inc.
3. RS&H, Inc.
4. Merchant Aviation, L.L.C.

On August 26, 2026, a staff-appointed selection committee reviewed, discussed, and ranked all firms based on the evaluation criteria outlined in RFQ-04-2026, "Master Plan Update". The results of the selection committee's ranking of the top firms were as follows:

1. Ricondo & Associates, Inc.
2. RS&H, Inc.
3. InterVISTAS Consulting USA, L.L.C.

On September 2, 2026, the top-ranked firms made presentations to the selection committee, and the committee's final ranking following the presentations was determined as follows:

1. Ricondo & Associates, Inc.
2. RS&H, Inc.
3. InterVISTAS Consulting USA, L.L.C.

In accordance with the Consultants Competitive Negotiation Act, F.S. 287.055, and the FAA's qualification-based selection requirements, staff requests the Board to approve the selection committee's ranking of the most qualified firms and to enter negotiations with the top-ranked firm, Ricondo & Associates, Inc., to determine the final scope and fees to update the Airport Master Plan, and to return the results of the negotiations to the Board for consideration at its next regular meeting. If the results of negotiations with Ricondo & Associates, Inc. prove unsuccessful, staff will terminate negotiations with Ricondo & Associates, Inc. and enter negotiations with the second-ranked firm, RS&H, Inc., and return the results of negotiations to the Board for consideration.

Based on the responses received to the RFQ and the information presented by staff, the President, Chief Executive Officer, recommends the Board approve the selection committee's ranking of the qualified firms, to enter negotiations with the top-ranked firm, Ricondo & Associates, Inc., and if negotiations prove unsuccessful, to enter negotiations with the second-ranked firm, RS&H, Inc., and to return the results of negotiations to the Board at its next regular meeting for consideration.

RECOMMENDATION: It is hereby recommended that the Sarasota Manatee Airport Authority Board approve the selection committee's ranking of the qualified firms in response to RFQ-04-2026, "Master Plan Update", direct staff to enter negotiations with the top-ranked firm, Ricondo & Associates, Inc., and if negotiations prove unsuccessful, to enter negotiations with the second-ranked firm, RS&H, Inc., and return the results of the negotiations to the Board at its next regular meeting for its consideration.

ATTACHMENT: RFQ-04-2026, "Master Plan Update"; firm submittals are available upon request.

SARASOTA MANATEE AIRPORT AUTHORITY
NOVEMBER 17, 2026, REGULAR MEETING
STAFF NARRATIVE

REQUEST TO APPROVE
AMENDMENT TO CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES
WITH C&S ENGINEERS, INC.

EXECUTIVE SUMMARY: Request approval of an Amendment to the Contract for Professional Engineering Services with C&S Companies, Inc., d/b/a C&S Engineers, Inc. (hereinafter, "C&S" or "C&S Engineers"), to provide additional construction phase services for the General Aviation Federal Inspection Station.

NARRATIVE: The General Aviation ("GA") Federal Inspection Station ("FIS"), collectively, the "GA FIS Project," originated from the need to relocate existing U.S. Customs & Border Protection ("CBP") operations from Gate B-8 in the Passenger Terminal to a dedicated, standalone facility in the North Quadrant of the Airport. The relocation will increase the gates available in the Passenger Terminal and improve operational efficiency for arriving general aviation federal inspections.

In March 2021, the Board selected C&S Engineers, Inc. as the top-ranked firm to provide planning, architectural, engineering, and construction phase services for the GA FIS Project. In August 2021, the Authority awarded C&S a Contract for Professional Engineering Services for the GA FIS Project for $480,775.83, plus 10% contingency (the "C&S Contract"). C&S thereafter completed full design of the GA FIS Project, and the Project was advertised for bids for construction in July 2022.

During review of the construction bids, staff learned that all bids exceeded the Authority's budget for the Project. In response, the Authority worked with CBP and C&S to value-engineer the design to reduce the total Project cost. As a result, the Project was redesigned and solicited for new bids for construction in August 2024. Construction phase services were thereafter added to the C&S Contract in November 2022, and the Project was issued a notice to proceed in February 2025.

Prior amendments to the C&S Contract for the design and construction of infrastructure to support tenant development in the north quadrant have exhausted the original contract contingency. Because of the extended length of the Project, affected in part by the value engineering process and the need to extend the Airport's infrastructure in the north quadrant, additional construction phase services are required to complete the GA FIS Project, which is scheduled for completion in April 2027.

The proposed Amendment to the Contract for Professional Engineering Services with C&S for additional construction phase services includes pavement observation and inspection services, waterproof inspection and testing, utility coordination with multiple North Quadrant tenants, and general project management assistance for $126,297.80. Based on the need to complete the GA FIS project and the information presented, the President, Chief Executive Officer, recommends the Board approve the proposed Amendment with C&S to provide the additional construction services required to complete the GA FIS Project.

RECOMMENDATION: It is hereby recommended that the Sarasota Manatee Airport Authority Board approve an Amendment to the Professional Services Contract with C&S Engineers, Inc. for additional construction phase services for the General Aviation Federal Inspection Station for

$126,297.80 and authorize the President, Chief Executive Officer, to execute the appropriate documentation required to complete this action.

ATTACHMENT: Amendment to the Federal Inspection Station Construction Contract between the Sarasota Manatee Airport Authority and C&S Engineers, Inc., dated November 17, 2026.

AMENDMENT NO. 13
TO
PROFESSIONAL ENGINEERING SERVICES AGREEMENT FOR
GENERAL AVIATION FEDERAL INSPECTION STATION FACILITY PROJECT
BETWEEN
THE SARASOTA MANATEE AIRPORT AUTHORITY
AND
C & S ENGINEERS, INC.

(Additional Construction Phase Services)

This Amendment to the Agreement for Professional Engineering Services, for the General Aviation Flight Inspection Facility at Sarasota Bradenton International Airport, dated August 16, 2021, by and between the Sarasota Manatee Airport Authority, an Independent Special District existing under the laws of the State of Florida hereinafter referred to as the "AUTHORITY", and C&S Engineers, Inc., a corporation under the laws of the State of New York, licensed to do business in the State of Florida, hereinafter referred to as "CONSULTANT", collectively, hereinafter referred to as the "Parties."

WITNESSETH

WHEREAS, the AUTHORITY and CONSULTANT are Parties to that certain Agreement for Professional Engineering Services for the General Aviation Facility at Sarasota Manatee Airport Authority, dated August 16, 2021 (the "Agreement"); and

WHEREAS, the AUTHORITY and CONSULTANT are Parties to that certain Amendment No. 1 to the Agreement for rebidding services, dated March 3, 2023; and

WHEREAS, the AUTHORITY and CONSULTANT are Parties to that certain Amendment No. 2 to the Agreement for additional design concepts, dated September 12, 2023; and

WHEREAS, the AUTHORITY and CONSULTANT are Parties to that certain Amendment No. 3 to the Agreement for project re-design, dated February 28, 2024; and

WHEREAS, the AUTHORITY and CONSULTANT are Parties to that certain Amendment No. 4 to the Agreement for construction phase services, dated November 19, 2024; and

WHEREAS, the AUTHORITY and CONSULTANT are Parties to that certain Amendment No. 5 to the Agreement for field testing services, dated January 31, 2025; and

WHEREAS, the AUTHORITY and CONSULTANT are Parties to that certain Amendment No. 6 to the Agreement for field testing services, dated January 31, 2025; and

WHEREAS, the AUTHORITY and CONSULTANT are Parties to that certain Amendment No. 7 to the Agreement for additional design services, dated February 21, 2025; and

WHEREAS, the AUTHORITY and CONSULTANT are Parties to that certain Amendment No. 8 to the Agreement for additional design services, dated July 22, 2025; and

WHEREAS, the AUTHORITY and CONSULTANT are Parties to that certain Amendment No. 9 to the Agreement for additional construction phase services, dated October 23, 2025; and

WHEREAS, the AUTHORITY and CONSULTANT are Parties to that certain Amendment No. 10 to the Agreement for additional construction phase services, dated October 23, 2025; and

WHEREAS, the AUTHORITY and CONSULTANT are Parties to that certain Amendment No. 11 to the Agreement for additional design services for Florida Power and Light (FPL) work completed, dated May 8, 2026; and

WHEREAS, the AUTHORITY and CONSULTANT are Parties to that certain Amendment No. 12 to the Agreement for additional construction administration services for FPL work completed, dated May 8, 2026; and

WHEREAS, it is the intent of the AUTHORITY and the CONSULTANT to amend the Agreement to provide for additional construction administration services, as are outlined in the attached Scope of Services, dated September 24, 2026,

WHEREAS, the original agreement mistakenly referred to CONSULTANT as "C&S Companies, Inc." and the correct legal name of CONSULTANT is "C&S Engineers, Inc.",

NOW, THEREFORE, for and in consideration of the terms, covenants, and conditions of the Agreement, as amended, and the terms, covenants, and conditions set forth herein, the Parties do hereby agree as follows:

1. Correct Entity Name: All references to "C&S Companies, Inc." shall be stricken and replaced with "C&S Engineers, Inc.".

2. Scope of Services: The Scope of Services outlined in the Agreement, as amended, shall be further amended to include the Additional Construction Phase Services outlined in "Exhibit A" to this Amendment (the "Additional Construction Phase Services").

3. Compensation: The CONSULTANT'S Compensation under the Agreement, as amended, shall be further amended as outlined in Exhibit B to this Amendment to increase the total amount of compensation by One Hundred Twenty-Six Thousand, Two Hundred Ninety-Seven Dollars and Eighty Cents ($126,297.80).

4. Payment of Additional Services: Payment shall be made by the AUTHORITY to the CONSULTANT upon receipt of the deliverables outlined in Exhibit A, Additional Construction Phase Services, to this Amendment.

5. Time of Performance: The CONSULTANT's Time of Performance of the Scope of Services of the Agreement, as amended, shall remain unchanged.

6. Effect of Amendment: Except as expressly stated herein, all other terms, covenants, and conditions of the Agreement, as amended, shall remain in full force and effect without further amendment thereto.

7. Warranty of Authority: Each person signing this Amendment warrants that he or she has the authority to bind their respective Party to this Amendment and is duly authorized to do so.

IN WITNESS WHEREOF, this Thirteenth Amendment to the Agreement for Engineering Services for the GA FIS Project at the Sarasota Manatee Airport Authority has been executed by the Parties hereto. A facsimile or electronic (including "PDF") copy of this Amendment 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.

Approved as to Form and Legal Sufficiency for SARASOTA MANATEE AIRPORT AUTHORITY

Signature:_____

By: Raymond D. Anderson, Esq.
SVP, Legal Affairs and Compliance

Date _____

SARASOTA MANATEE AIRPORT AUTHORITY

Signature:_____

By: Paul L. Hoback, Jr.
President, CEO

Date _____

WITNESS FOR C & S ENGINEERS, INC.

Signature: Jack Ditmyer

By: Jack Ditmyer

Title: Engineer

Date 11/5/2026

C & S ENGINEERS, INC.

Signature: Douglas R. Saunders

By: Douglas R. Saunders, P. E.

Department Manager

Date 11-5-2026

EXHIBIT A
ADDITIONAL CONSTRUCTION PHASE SERVICES

EXHIBIT B
COMPENSATION

Original Contract (dated August 16, 2021)	$	490,775.33
Amend No. 1, Add Rebid Services (March 3, 2023)	$	21,002.00
Amend No. 2, Concept Design (September 12, 2023)	$	26,878.00
Amend No. 3, Relocation Concepts (February 28, 2024)	$	249,600.00
Amend No. 4, Construction Phase Services (November 19, 2024)	$	297,314.00
Amend No. 5, Field Testing Services (January 31, 2025)	$	6,608.00
Amend No. 6, Additional Design Services (January 31, 2025)	$	32,643.00
Amend No. 7, Project Schedule Oversight (February 21, 2025)	$	30,400.00
Amend No. 8, Design Water Line (July 22, 2025)	$	53,958.60
Amend No. 9, Additional Construction Phase Services (October 23, 2025)	$	24,971.25
Amend No. 10, Design FPL Infrastructure for N. Quad (October, 23, 2025)	$	53,550.80
Amend No. 11, Estimate of FPL Work Completed (May 8, 2026)	$	5,645.90
Amend No. 12, Additional CPS for FPL Installation (May 8, 2026)	$	70,721.60
Amend No. 13, Additional CPS (November, 2026)	**$**	**126,297.80**
TOTAL FEE AMENDMENTS:	$	1,490,366.28

EXHIBIT A
ADDITIONAL CONSTRUCTION PHASE SERVICES

September 24, 2026

Kenneth Hinkle, ken.hinkle@flysrq.com
Sarasota Manatee Airport Authority
6000 Airport Circle
Sarasota, Florida 34243-2105

Re: SRQ GA Federal Inspection Station Facility – Additional Construction Administration Services – Additional Construction Phase Services

Dear Mr. Hinkle,

We appreciate the opportunity to continue working with you and your team to perform additional construction phase services for the GA FIS Facility. Following discussions with staff, we have outlined our understanding of the effort required as follows:

PROJECT UNDERSTANDING

C&S previously completed the design and bidding for the aforementioned GA FIS Facility. Based on the Construction NTP date on February 10, 2025, and the contract construction duration of 395 days, the construction final completion should have been March 12, 2026. Addendum #12 to C&S's original contract added 219 calendar days to the construction duration to bring the final completion date to October 16, 2026. However, construction has been delayed further, and the new anticipated final completion date is currently February 17, 2027, which equates to 125 additional calendar days. Additionally, C&S has provided additional services due to issues during construction that were not included in the original scope for construction services.

Construction phase services to be provided by the Consultant shall include engineering services, as applicable, required to accomplish the following items ("Basic Services"):

SCOPE OF SERVICES – ADDITIONAL CONSTRUCTION ADMINISTRATION

The specific services to be provided or furnished for this Phase of the Project are the following:

Task 1 – Additional Services Performed

This task includes additional construction administration services that have been provided to date that were not included in the original scope, and therefore considered additional services:

1. As the Contractor did not install waterproofing for the foundations and slab per plan prior to pouring the concrete for them, additional reviews were required for the Contractor's waterproofing mitigation plan. This includes reviewing the reports from the manufacturer regarding the installation after the waterproofing material was installed on the stem walls.

2. Additional structural reviews were required for the following items:
    - As the structural inspections were not performed by the Contractor as required per Sheet S-003 of the plans, additional coordination and on-site meetings were required to determine how to proceed.
    - Review of repairs needed to address deficiencies found in the structural elements after the inspections were performed.
    - Responding to an RFI regarding procedures to install conduits the Contractor missed installing into the building to maintain structural integrity, and reviewing the concerns SMAA had for the cores through the slab where rebar was encountered and the backfill used.
    - Performing additional structural calculations to address concerns from SMAA for cores made through the sheer walls where rebar was encountered to install conduit above the ceiling.
3. Attended bi-weekly virtual OAC meetings starting on 4/9/2026, for a total of 14 meetings through the previous final completion date of 10/16/2026.
4. The original scope only included one pre-drywall security inspection with CBP, which was conducted on 12/16/2025. As the Contractor did not pass the inspection, three additional inspections have since been conducted on 3/4/2026, 5/13/2026, and 9/2/2026. C&S has been in attendance for all these past inspections. Therefore, there are 3 additional inspections that are considered additional services outside the original scope.
5. After one of the pre-drywall security inspections, CBP requested the data cables above the ceiling to be installed in conduit and not in a cable tray as shown on the plans, which required changes to the plans that were not anticipated.
6. A separate accessory permit from the County was required for dumpster pad/enclosure outside of the building permit that was unanticipated. In addition to preparing a drawing package to submit to the County, C&S also spent additional time revising drawings to respond to County comments.
7. The original scope included up to two (2) reviews of each submittal, including the review of the original submittal and up to one (1) revision. The following submittals required additional reviews of additional revisions beyond what was included in the original scope:
    - Masonry
    - Concrete Mix
    - Door Hardware
    - Fixed Louvers
    - Exterior Paint
    - Display Case
    - Signage Package
    - Fixed Louvers and VGM Substitutions
    - Corner Guards
    - Benches and Tables

- Generator
- Fire Alarm
- P-219 Base Course for Taxiway
- P-401 Hot Mix Asphalt for Taxiway
- Epoxy Flooring
- Access Control
- Contractor Quality Control Program
- Taxiway Edge Lights

8. The Contractor replaced their project manager in April 2026. Additional coordination was required from the C&S project manager to get the Contractor's new project manager up to speed, including weekly calls to discuss current submittals and RFI's.
9. Unanticipated meetings were held to discuss the door hardware with CBP and SMAA on 5/28/2026 and with the Contractor on 8/7/2026. Additionally, after the meeting with CBP and SMAA, revisions to the plans needed to be made to reflect the changes to the door hardware from the meeting.
10. C&S was requested by SMAA to be on site to help support inspection of the paving operations which was not in our original scope. The Contractor is paving each lift on a different day, so C&S will make up to four(4) site visits to observe the full paving of the taxiway connector and the driveway/parking lot.
11. The Contractor has to re-roof the new building. SMAA has requested C&S to provide inspection services for the re-roofing, which will include:
    - Third-party inspections of the re-roofing operations
        - Inspection during tear off of the existing roof cover membrane and review underlying insulation board to be left in-place, mark "wet" boards for removal and replacement.
        - Inspection during installation of new roofing cover membrane.
        - Inspection after substantial completion and generate punch list.
        - Site visit reports will be provided detailing observations to include our findings, identify conformance to project documents, items of concern, and observable significant physical, material, and functional deficiencies, inclusive of representative photographic documentation, and provide deficiency log and recommended action items for remediation.
    - Roof Moisture Survey of the re-roof after substantial completion.
        - Conduct survey per ASTM C1153, to be conducted at night, by walk-over method.
        - Provide a roof moisture survey report conforming to ASTM C1153.

Task 2 – Additional Construction Duration

This task includes assisting SMAA as required for an additional 125 calendar days, including the following:

1. Provide consultation and advice to SMAA during construction.
2. C&S project manager will attend bi-weekly virtual construction progress meetings, attend bi-weekly OAC meetings, and perform monthly site visits throughout construction for the additional duration. We have assumed 8 progress meetings, 8 OAC meetings, and 4 site visits.
    - It is understood that unforeseen conditions arise, and C&S will address additional site visits on a case-by-case basis.
3. Provide monthly schedule update maintenance including review, analysis and reporting for the additional duration.
4. Review Payment Applications and recommend all Contractor payments for the additional duration.

ASSUMPTIONS / EXCLUSIONS

The conditions and considerations in developing the scope and fee for the project described above include:

1. Additional attendance for bi-weekly coordination calls with the North Quadrant (NQD) tenants after October 16, 2026 is not anticipated and excluded.

2. Any services not specifically identified in this scope of work are not anticipated and excluded.

SCHEDULE OF FEES

We propose to offer the services outlined above, on a LUMP SUM basis of **$126,297.80** including direct expenses. The detailed breakdown for this fee is included in the attached Exhibit A.

The terms and conditions governing the performance of and payment for our services proposed herein, including respective responsibilities and other pertinent matters, are set forth in the Prime Agreement dated August 16, 2021, executed by C&S and SMAA.

This proposal, together with the Prime Agreement constitutes the entire agreement between C&S and you with respect to the subject matter and supersedes all prior and contemporaneous written or oral understandings with respect to that subject matter. This proposal may be amended, supplemented, modified, or canceled only by a written instrument signed by both parties. This proposal will remain open for acceptance for 30 calendar days from the date of this letter unless such date is modified by C&S in writing.

Our team is looking forward to working with you! If you have any questions or require additional information, please do not hesitate to contact us.

Sincerely,

C&S ENGINEERS, INC.

Lori Steiner, lsteiner@cscos.com
Managing Engineer

cc: Doug Saunders, dsaunders@cscos.com
Cameron Newhouse, cameron.newhouse@flysrq.com
Elisa Traub, elisa.traub@flysrq.com

Enclosures: Exhibit A Fee Estimate

EXHIBIT A FEE ESTIMATE

Project Fee Proposal - C&S Team - Summary Sheet							
SRQ GA FIS Facility							
September-26							
Basic Design Services		Additional	Total	W/MBE %	% W/MBE	% Construction	
Additional CA Services - Additional Duration		Design		of CA Fee	Goal	Cost	
C&S		$ 114,352.80	$ 114,352.80				
Orlando Project Controls		$ 6,460.00	$ 6,460.00				
Tierra		$ 2,385.00					
Additional CA Services Phase	Sub Total	$ 123,197.80	$ 123,197.80				
Reimbursable Expenses							
ATSM C1153 Infrared Roof Moisture Survey (Tierra)		$ 2,000.00	$ 2,000.00				
Mileage for Travel		$ 1,100.00	$ 1,100.00				
Allowances							
Sub Total		$ 3,100.00	$ 3,100.00				
Total Fee, Allowances, Reimbursable Expenses		$ 126,297.80	$ 126,297.80				

Additional Construction Administration Fee

Project Fee Proposal - C&S Team - Summary Sheet

SRQ GA FIS Facility

September-26

	Scope/Task			Service Group Mgr	Dept. Manager	Prin Eng/Arch	Man. Eng/Arch	S. Proj Eng/Arch	Proj Eng/Arch	S. Designer	Eng/Arch	Total
Additional CA Services - Additional Duration				Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
Task - Construction Services - C&S												
1	**Additional Services Performed**											
	Waterproofing mitigation reviews				1	17			8			26
	Structural reviews				12	12				4		28
	OAC Meetings				2		14					16
	CBP Security Inspections/Site Visits				12		6					18
	Added Conduit							6				6
	Dumpster Pad Permitting					16	8	4	4		4	36
	Additional submittal reviews				1	52	16	8	4			81
	Coordination with New Contractor PM				8	8	32					48
	Door Hardware Meetings and Changes				1	36	8	16				61
	Roof Testing & Inspection						2					2
	Paving Inspection				8		24					32
2	**Additional Construction Duration**											
	Consultation and Advice to SMAA				4		40					44
	Attend Bi-Weekly Progress Meetings, OAC Meetings, and Monthly Site Visit				4	2	40	2				48
	Provide Monthly Schedule Update Maintenance						8					8
	Review Pay Applications						8					8
	Subtotal Hours			-	53.00	143.00	206.00	36.00	16.00	4.00	4.00	462
	Rate			$ 97.00	$ 87.00	$ 77.00	$ 85.00	$ 67.00	$ 59.00	$ 50.00	$ 50.00	
	Subtotal Direct Labor			$ -	$ 4,611.00	$ 11,011.00	$ 17,510.00	$ 2,412.00	$ 944.00	$ 200.00	$ 200.00	$ 36,888.00
	Subtotal Burdened Labor @	3.1		$ -	$ 14,294.10	$ 34,134.10	$ 54,281.00	$ 7,477.20	$ 2,926.40	$ 620.00	$ 620.00	$ 114,352.80

Project Fee Proposal - C&S Team - Summary Sheet

SRQ GA FIS Facility

September-26

	Scope/Task			Scheduler								Total
Additional CA Services - Additional Duration				Hours								
Task - Construction Services - OPC												
1	**Additional Services Performed**											
	Waterproofing mitigation reviews											0
	Structural reviews											0
	OAC Meetings											0
	CBP Security Inspections/Site Visits											0
	Added Conduit											0
	Dumpster Pad Permitting											0
	Additional submittal reviews											0
	Coordination with New Contractor PM											0
	Door Hardware Meetings and Changes											0
	Roof Testing & Inspection											0
	Paving Inspection											0
2	**Additional Construction Duration**											
	Consultation and Advice to SMAA											0
	Attend Bi-Weekly Progress Meetings and Monthly Site Visit											0
	Provide Monthly Schedule Update Maintenance			34								34
	Review Pay Applications											0
	Subtotal Hours			34.00								34
	Rate			$ 190.00								
	Subtotal Direct Labor			$ 6,460.00								$ 6,460.00
	Subtotal Burdened Labor @	1		$ 6,460.00								$ 6,460.00

Additional Construction Administration Fee

Project Fee Proposal - C&S Team - Summary Sheet												
SRQ GA FIS Facility												
September-26												
Scope/Task			Inspector	Project Mgr								Total
Additional CA Services - Additional Duration			Hours	Hours								
Task - Construction Services - Tierra												
1	**Additional Services Performed**											
	Waterproofing mitigation reviews											0
	Structural reviews											0
	OAC Meetings											0
	CBP Security Inspections/Site Visits											0
	Added Conduit											0
	Dumpster Pad Permitting											0
	Additional submittal reviews											0
	Coordination with New Contractor PM											0
	Door Hardware Meetings and Changes											0
	Roof Testing & Inspection			24	1.5							26
	Paving Inspection											0
2	**Additional Construction Duration**											
	Consultation and Advice to SMAA											0
	Attend Bi-Weekly Progress Meetings and Monthly Site Visit											0
	Provide Monthly Schedule Update Maintenance											0
	Review Pay Applications											0
	Subtotal Hours			24.00	1.50							26
	Rate			$ 90.00	$ 150.00							
	Subtotal Direct Labor			$ 2,160.00	$ 225.00							$ 2,385.00
	Subtotal Burdened Labor @	1		$ 2,160.00	$ 225.00							$ 2,385.00

EXHIBIT B
COMPENSATION

Original Contract (dated August 16, 2021)	$	490,775.33
Amend No. 1, Add Rebid Services (March 3, 2023)	$	21,002.00
Amend No. 2, Concept Design (September 12, 2023)	$	26,878.00
Amend No. 3, Relocation Concepts (February 28, 2024)	$	249,600.00
Amend No. 4, Construction Phase Services (November 19, 2024)	$	297,314.00
Amend No. 5, Field Testing Services (January 31, 2025)	$	6,608.00
Amend No. 6, Additional Design Services (January 31, 2025)	$	32,643.00
Amend No. 7, Project Schedule Oversight (February 21, 2025)	$	30,400.00
Amend No. 8, Design Water Line (July 22, 2025)	$	53,958.60
Amend No. 9, Additional Construction Phase Services (October 23, 2025)	$	24,971.25
Amend No. 10, Design FPL Infrastructure for N. Quad (October 23, 2025)	$	53,550.80
Amend No. 11, Estimate of FPL Work Completed (May 8, 2026)	$	5,645.90
Amend No. 12, Additional CPS for FPL Installation (May 8, 2026)	$	70,721.60
Amend No. 13, Additional CPS (November, 2026)	**$**	**126,297.80**
TOTAL FEE AMENDMENTS:	$	1,490,366.28

SARASOTA MANATEE AIRPORT AUTHORITY
NOVEMBER 17, 2026, REGULAR MEETING
STAFF NARRATIVE

REQUEST TO APPROVE
AMENDMENT NO. 3 TO LEASE AND DEVELOPMENT AGREEMENT WITH
AIRCRAFT SERVICES HANGAR GROUP, L.L.C.

EXECUTIVE SUMMARY: Requesting approval of Amendment No. 3 to the Lease and Development Agreement with Aircraft Services Hangar Group, L.L.C., to extend the commencement date of the agreement to deliver permanent power to the Premises and to grant rent credits for the cost of temporary power before the delivery of permanent power to the Premises.

NARRATIVE: Aircraft Services Hangar Group, L.L.C. ("ASHG") is a Specialized Aviation Service Operator providing aircraft sales, aircraft management, and on-demand aircraft charter services, headquartered at Teterboro Airport in New Jersey. On January 29, 2024, the Authority awarded a Lease and Development Agreement to ASHG for the lease, development, and operation of certain land at the Airport, comprised of Parcel I, containing approximately 2.83 acres of undeveloped land, and Parcel II, containing approximately 2.23 acres of undeveloped land (collectively, the "Premises"), to provide said services and related limited aircraft self-fueling at the Airport (the "Agreement").

Subsequently, on November 17, 2025, the Authority approved an amendment to the Agreement to: i) grant ASHG the right to accelerate construction of the Parcel II aircraft apron; ii) incorporate a taxiway connector between Parcel II and Taxiway H; iii) extend the Commencement Date of Parcel II not to exceed thirty-six (36) months following the date of substantial completion of the Phase I Improvements; iv) modify the description of the Premises to align with the survey of the Premises provided by the ASHG; and v) expand the Authority's right to reclaim Parcel II and the Parcel II Improvements if ASHG fails to complete the Phase II Required Improvements within thirty-six (36) months following substantial completion of the Phase I Required Improvements ("Amendment No. 1").

On February 9, 2026, the Authority approved an additional amendment to the Agreement to extend the Commencement Date of the Agreement through May 31, 2026, for the Authority to provide electrical conduit to the Premises boundary and for Florida Power & Light ("FPL") to deliver permanent power to the Premises boundary ("Amendment No. 2"). Subsequently, the Authority has provided electrical conduit to the Premises boundary, FPL has provided permanent power to the Premises boundary, and ASHG has nearly completed its required improvements.

Before receiving permanent power at the Premises, ASHG was required to use temporary power to conduct inspections and to initiate use and occupancy of the improvements. As equitable consideration for the temporary delay in permanent power, Staff requests approval of this amendment to: i) affirm the Authority's obligation to deliver permanent power; ii) extend the Agreement's Commencement Date to 30 days following the delivery of permanent power to the Premises boundary; iii) toll all construction deadlines from the Agreement's original Commencement Date to the date permanent power was delivered to the Premises boundary; and iv) grant rent credits for the cost of temporary power before permanent power was delivered to the Premises boundary ("Amendment No. 3").

Based on the information presented, the President, Chief Executive Officer, recommends approval of this Amendment No. 3 to the Agreement with ASHG to i) affirm the Authority's obligation to deliver permanent power to the Premises boundary; ii) extend the Commencement Date of the Agreement to 30 days following the delivery of permanent power to the Premises boundary; iii) toll all deadlines for construction of improvements from the original Commencement Date of the Agreement to the date that permanent power was delivered to the Premises boundary; and iv) grant rent credits for the cost of temporary power before the delivery of permanent power to the Premises boundary.

RECOMMENDATION: It is hereby recommended that the Sarasota Manatee Airport Authority Board approve proposed Amendment No. 3, dated November 17, 2026, to the Lease and Development Agreement with Aircraft Services Hangar Group, L.L.C., dated January 29, 2024, to i) affirm the Authority's obligation to deliver permanent power to the Premises boundary; ii) extend the Commencement Date of the Agreement to 30 days following the delivery of permanent power to the Premises boundary; iii) toll all deadlines for construction of improvements from the original Commencement Date of the Agreement to the date that permanent power was delivered to the Premises boundary; iv) grant rent credits for the cost of temporary power before the delivery of permanent power to the Premises boundary, and v) authorize the President, Chief Executive Officer, to execute the appropriate amendment.

ATTACHMENT: Proposed Amendment No. 3, dated November 17, 2026, to the Lease and Development Agreement between the Sarasota Manatee Airport Authority and Aircraft Services Hangar Group, L.L.C., dated January 29, 2024.

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SARASOTA
BRADENTON
INTERNATIONAL
AIRPORT

AMENDMENT NO. 3

TO

DEVELOPMENT AND OPERATING AGREEMENT

BETWEEN

SARASOTA MANATEE AIRPORT AUTHORITY

AND

AIRCRAFT SERVICES HANGAR GROUP, L.L.C.

September 28, 2026

SMAA-09102026

Docusign Envelope ID: AB76A736-6E28-8A1D-8005-F1CAEE6C6A96

AMENDMENT NO. 3
TO
DEVELOPMENT AND OPERATING AGREEMENT
BETWEEN
SARASOTA MANATEE AIRPORT AUTHORITY
AND
AIRCRAFT SERVICES HANGAR GROUP, L.L.C.

This Amendment No. 3 to the Development and Operating Agreement, dated January 29, 2024 (this "Amendment") is made and entered into by and between the **Sarasota Manatee Airport Authority**, an Independent Special District organized and existing under the laws of the State of Florida (the "Authority"), and **Aircraft Services Hangar Group, L.L.C.**, a Limited Liability Company organized and existing under the laws of the State of Florida, as successor in interest to Aircraft Services Hangar Group, Inc. and Aircraft Services Group, Inc. (the "Lessee"), collectively hereinafter referred to as the "Parties".

WITNESSETH:

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

WHEREAS, the Authority is permitted to lease land and facilities at the Airport pursuant to the Florida Statutes for aeronautical use; and

WHEREAS, the Lessee is a Specialized Aviation Service Operator providing aircraft sales, aircraft management and on-demand charter services, headquartered at Teterboro Airport, in Bergen County, New Jersey; and

WHEREAS, the Authority and Lessee are Parties to that certain Development and Operating agreement, dated January 29, 2024, as amended, (the "Agreement"), for the Agreement, development and operation of certain undeveloped land at the Airport, comprised of Parcel I, containing approximately 2.83 acres of undeveloped land, and Parcel II, containing approximately 2.23 acres of undeveloped land, to provide aircraft management and on-demand charter, limited aircraft self-fueling and aircraft sales at the Airport, as defined in Articles 17, 19 and 20, respectively, of the Minimum Standards for Aeronautical Activities at the Airport, as amended; and

WHEREAS, the Authority and Lessee are Parties to that certain Amendment No. 1 to the Agreement, dated November 17, 2025, which Amendment No. 1: i) granted Lessee the right to accelerate construction of the Parcel II aircraft apron, ii) incorporate a taxiway connector between Parcel II and Taxiway H, iii) revised the Commencement Date of Parcel II Rent to the first of the following dates to occur: a) Lessee's receipt of a certificate of occupancy for the Phase II Required Improvements, b) Lessee commences use of the Phase II Aircraft Hangar for the conduct of its business, other than construction, or c) thirty-six (36) months immediately following the date of substantial completion of the Phase I Required Improvements, as evidenced by Lessee's receipt of a certificate of occupancy for said Improvements, iv) modified the description of the Premises to align with the survey of the Premises provided by the Lessee, dated October 24, 2024, and v) expanded the Authority's right to reclaim Parcel II and the Improvements thereon if Lessee fails to complete the Phase II Required Improvements withing thirty-six (36) months following the date of substantial completion of the Phase I Required Improvements (the "First Amendment"); and

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WHEREAS, the Authority and Lessee are Parties to that certain Amendment No. 2 to the Agreement, dated February 9, 2026 (the "Second Amendment"), which Second Amendment extended the Commencement Date of the Initial Term of the Agreement from not to exceed twenty-four (24) months following the Effective Date of the Agreement to not to exceed twenty-eight (28) months following the Effective Date of the Agreement to defer the start of the Initial Term, Parcel I Rent and Common Area Maintenance Fees, Agreement Year calculations, Rental Rate adjustments, and Security Deposit requirement until the Commencement Date, as revised; and

WHEREAS, the Parties wish to further amend the Agreement to: i) extend the Commencement Date for the Initial Term of the Agreement from not to exceed twenty-eight (28) months following the Effective Date of the Agreement to not to exceed sixty (60) days following the date that permanent electrical power is provided to the Premises boundary, to defer that start of the Initial Term, Parcel I Rent and Common Area Maintenance Fees, Agreement Year calculations, Rental Rate adjustments, and Security Deposit requirement until the Commencement Date, as revised; ii) avow the Authority's obligation to provide permanent electrical power to the Premise boundary; iii) toll all deadlines for construction of improvements imposed by the Agreement from the original not to exceed Commencement Date of January 29, 2026, to the date that permanent electrical power is provided to the Premises boundary, and iv) reimburse Lessee for all costs incurred by Lessee to provide temporary electrical power at the Premises before the date that permanent electrical power is provided to the Premises boundary, which costs shall be credited by the Authority to the Lessee against the Land Rent until all such costs have been fully credited (this "Third Amendment"),

NOW, THEREFORE, in consideration of the premises and of the mutual terms, covenants, and conditions herein contained, and other good and valuable consideration, the receipt of which the Parties hereby expressly acknowledge, the Parties hereto covenant and agree as follows:

1. **Article 3.01, "Initial Term".** Article 3.01, "Initial Term", is hereby deleted in its entirety and replaced with the following Article 3.01, "Initial Term":

3.01 Initial Term. The Initial Term of this Agreement shall commence on the first of the following events to occur (the "Commencement Date"), which Commencement Date shall be memorialized by the Authority in writing to this Agreement: (a) the date Lessee commences using the Premises, or any portion thereof, for the storage of Private Aircraft; (b) the date of substantial completion of the Improvements, as evidenced by Lessee's receipt of a certificate of occupancy; or (c) in no event later than thirty (30) days following the date that permanent electrical power is provided to the Premises boundary, and shall expire twenty (20) years following the Commencement Date (the "Initial Term"), unless sooner terminated pursuant to the terms of this Agreement. As used herein, "Agreement 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 Agreement Years shall mean the annual periods that immediately succeed the end of the first Agreement Year. Provided, however, Lessee acknowledges that Authority is responsible for extending electrical conduit to the Premises boundary and Florida Power and Light ("FPL") is responsible for extending the electrical lines and energizing power to the Premises boundary. Lessee further acknowledges that FPL is a monopoly regulated utility, a subsidiary of NextEra Energy, Inc., a publicly traded company licensed by the Florida Public Service Commission, and is not a contractor, agent, member, or employee of the Authority. As such, the Authority shall be responsible to Lessee for any delay in extending electrical conduit to the Premises boundary; however, the Authority shall not be responsible to Lessee for any delay attributable to FPL extending electrical lines and energizing power to the Premises boundary or force majeure event attributable to any Acts of God, Acts of State, Acts of Political Disruption, or Impossibility of Performance. If any said delay occurs, the period of delay shall not be counted against the Authority.

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2. **Article 5.15, "Deferral of Milestones".** Article 5.15, "Deferral of Milestones", is hereby incorporated in the Agreement in its entirety as follows:

5.15 Deferral of Milestones. All Agreement Year calculations and rent Adjustment Dates, the Appraisal Adjustment Date, and the Security Deposit requirement set forth under Articles 5.06, 5.07, and 5.09 herein shall be measured from the Commencement Date, as revised, which Commencement Date shall be memorialized in writing by the Parties hereto.

3. **Article 5.16, "Land Rent Credits".** Article 5.16, "Land Rent Credits", is hereby incorporated in the Agreement in its entirety as follows:

5.16 Land Rent Credits. The Authority shall reimburse Lessee for all costs incurred by Lessee attributable to providing temporary electrical power at the Premises before the date that permanent electrical power is provided to the Premises boundary, which costs shall be credited by the Authority to the Lessee against the Land Rent, as the Land Rent becomes due, until all such costs have been fully credited. Such costs shall include, but not be limited to, the cost of renting generators, generator connection costs, generator fuel costs, and related transportation costs, if any, to acquire such generators. Lessee shall provide the Authority with copies of all supporting documentation including invoices and payment receipts, which shall be subject to review and approval by the Authority. Approval by the Authority shall not be unreasonably withheld.

4. **Article 8.07, "Tolling of Deadlines".** Article 8.07, "Tolling of Deadlines", is hereby incorporated in the Agreement in its entirety as follows:

8.07 Tolling of Deadlines. All deadlines for construction of improvements imposed on Lessee by the terms of this Agreement for construction completion, certificate of occupancy, and use of the Premises shall be tolled from the original not-to-exceed Commencement Date of January 29, 2026, to the date that permanent electrical power is provided to the Premises boundary, which later date shall be memorialized in writing by the Parties hereto.

5. **Article 11.01, "Utility Costs".** Article 11.01, "Utility Costs", the final sentence of said Article is hereby deleted in its entirety and replaced with the following sentences, which shall be incorporated in their entirety:

11.01 Utility Costs. The Authority shall extend and maintain, throughout the Term of this Agreement, all water, sewer and electrical utility mains and services to the Premises boundary. The Lessee shall extend and maintain, throughout the Term of this Agreement, all water, sewer and electrical utility mains and services from the Premises boundary to Lessee's Improvements as required to meet the needs of the Lessee, which utility mains and services shall become the property of the Authority upon the expiration or earlier termination of this Agreement. The Lessee shall further extend and maintain, throughout the Term of this Agreement, all other utility mains and services to the Premises boundary and from the Premises boundary to Lessee's Improvements as required to meet the needs of the Lessee, which other utility mains and services shall become the property of the Authority upon the expiration or earlier termination of this Agreement.

6. **Capitalized Terms.** Capitalized terms used herein and not otherwise defined shall have the meaning outlined in the Agreement.

7. **Counterparts.** This Amendment may be executed by the Parties hereto on any number of separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute the same instrument.

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8. **Full Force and Effect.** Except as specifically amended herein, all other terms, covenants and conditions of the Agreement between the Parties, as amended, shall remain unchanged and in full force and effect.

9. **Reservation of Rights.** Nothing in this Amendment shall constitute or be construed as a waiver of any rights or remedies of either Party arising under the Agreement, at law, or in equity, including with respect to any costs, damages, or claims arising or accruing before the effective date of this Amendment, and any such rights and remedies are hereby expressly reserved and shall survive execution of this Amendment.

DS AR

IN WITNESS WHEREOF, the Parties hereto have duly executed this Amendment No. 3 to the Agreement as of the day and year first above written.

Approved to Form and Legal Sufficiency for Sarasota Manatee Airport Authority,

Signature

Name

Title

Date

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

Signature

Name

Title

Date

Approved to Form and Legal Sufficiency for Aircraft Services Hangar Group, L.L.C.

DocuSigned by:
Andrew Reenstra
B0397B09C3D3428...
Signature
Andrew Reenstra
Name
President
Title
9/18/2026
Date

AIRCRAFT SERVICES HANGAR GROUP, L.L.C. a Limited Liability Company under the Laws of the State of Florida

DocuSigned by:
Andrew Reenstra
B0397B09C3D3428...
Signature
Andrew Reenstra
Name
President
Title
9/18/2026
Date

SARASOTA MANATEE AIRPORT AUTHORITY
NOVEMBER 17, 2026, REGULAR MEETING
STAFF NARRATIVE

REQUEST TO APPROVE
AMENDMENT NO. 5 TO LEASE AND DEVELOPMENT AGREEMENT WITH
SRQ HANGAR, L.L.C.

EXECUTIVE SUMMARY: Requesting approval of Amendment No. 5 to the Lease and Development Agreement with SRQ Hangar, L.L.C., to extend the commencement date of the Agreement to deliver permanent power to the Premises and to grant rent credits for the cost of temporary power before the delivery of permanent power to the Premises.

NARRATIVE: On April 25, 2022, the Authority awarded a Lease and Development Agreement to SRQ Hangar, L.L.C. ("SRQ Hangar") for approximately 2.0 acres of undeveloped land in the North Quadrant of the Airport (the "Premises") to provide corporate aircraft sales and for the storage of its private aircraft (the "Agreement"). Subsequently, on November 22, 2022, the Authority approved an amendment to the Agreement to i) relocate the Premises to an adjacent lot; ii) increase the Premises from approximately 2.0 acres to approximately 3.0 acres of undeveloped land; and iii) grant the right to perform related Limited Aircraft Self-Fueling ("Amendment No. 1").

Subsequently, on November 27, 2023, the Authority approved an amendment to the Agreement to: i) further relocate the Premises to improve the efficient use of adjoining lands; ii) grant a temporary easement and permanent right-of-way to SRQ Hangar to construct a common vehicle driveway; and iii) extend the Commencement Date of the Agreement from not to exceed twenty-four (24) months to not to exceed thirty-six (36) months following the Effective Date of the Agreement ("Amendment No. 2"). Thereafter, on March 31, 2025, the Authority approved an amendment to the Agreement to extend the Commencement Date of the Agreement from not to exceed thirty-six (36) months to not to exceed forty-eight (48) months following the Effective Date of the Agreement, to account for delays beyond SRQ Hangar's control ("Amendment No. 3").

On February 9, 2026, the Authority approved an additional amendment to the Agreement to extend the Commencement Date of the Agreement through May 31, 2026, for the Authority to provide electrical conduit to the Premises boundary and for Florida Power & Light ("FPL") to deliver permanent power to the Premises boundary ("Amendment No. 4"). Subsequently, the Authority has provided electrical conduit to the Premises boundary, FPL has provided permanent power to the Premises boundary, and SRQ Hangar has nearly completed its required improvements.

Before receiving permanent power at the Premises, SRQ Hangar was required to use temporary power to conduct inspections and initiate use and occupancy of the improvements. As equitable consideration for the temporary delay in permanent power, Staff requests approval of this amendment to: i) affirm the Authority's obligation to deliver permanent power to the Premises boundary; ii) extend the Agreement's Commencement Date to 30 days following the delivery of permanent power to the Premises boundary; iii) toll all construction deadlines from the Agreement's original Commencement Date to the date permanent power was delivered to the Premises boundary; and iv) grant rent credits for the cost of temporary power before permanent power was delivered to the Premises boundary ("Amendment No. 3").

Based on the information presented, the President, Chief Executive Officer, recommends approval of this Amendment No. 5 to the Agreement with SRQ Hangar to i) affirm the Authority's obligation to deliver permanent power to the Premises boundary; ii) extend the Commencement Date of the Agreement to 30 days following the delivery of permanent power to the Premises boundary; iii) toll all deadlines for construction of improvements from the original Commencement Date of the Agreement to the date that permanent power was delivered to the Premises boundary; and iv) grant rent credits for the cost of temporary power before the delivery of permanent power to the Premises boundary.

RECOMMENDATION: It is hereby recommended that the Sarasota Manatee Airport Authority Board approve proposed Amendment No. 5, dated November 17, 2026, to the Lease and Development Agreement with SRQ Hangar, L.L.C., dated April 25, 2022, to i) affirm the Authority's obligation to deliver permanent power to the Premises boundary; ii) extend the Commencement Date of the Agreement to 30 days following the delivery of permanent power to the Premises boundary; iii) toll all deadlines for construction of improvements from the original Commencement Date of the Agreement to the date that permanent power was delivered to the Premises boundary; iv) grant rent credits for the cost of temporary power before the delivery of permanent power to the Premises boundary, and v) authorize the President, Chief Executive Officer, to execute the appropriate amendment.

ATTACHMENT: Proposed Amendment No. 5, dated November 17, 2026, to the Lease and Development Agreement between the Sarasota Manatee Airport Authority and SRQ Hangar, L.L.C., dated April 25, 2022.

SARASOTA
BRADENTON
INTERNATIONAL
AIRPORT

AMENDMENT NO. 5

TO

DEVELOPMENT AND OPERATING AGREEMENT

BETWEEN

SARASOTA MANATEE AIRPORT AUTHORITY

AND

SRQ HANGAR, L.L.C.

September 28, 2026

SMAA-09102026

AMENDMENT NO. 5
TO
DEVELOPMENT AND OPERATING AGREEMENT
BETWEEN
SARASOTA MANATEE AIRPORT AUTHORITY
AND
SRQ HANGAR, L.L.C.

This Amendment No. 5 to the Development and Operating Agreement, dated April 25, 2022 (this "Amendment") is made and entered into by and between the **Sarasota Manatee Airport Authority**, an Independent Special District, organized and existing under the laws of the State of Florida (the "Authority"), and **SRQ Hangar, L.L.C.,** a Limited Liability Company, organized and existing under the laws of the State of Florida (the "Lessee"), collectively hereinafter referred to as the "Parties".

WITNESSETH:

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

WHEREAS, the Authority is permitted to lease land and facilities at the Airport pursuant to the Florida Statutes for aeronautical use; and

WHEREAS, the Authority and Lessee are Parties to that certain Agreement and Development Agreement, dated April 25, 2022 (the "Agreement"), for the Agreement, development, and operation of approximately 2.0 acres of undeveloped land for aircraft sales and the storage of Lessee's private aircraft, as defined in the Minimum Standards for Aeronautical Activities at the Airport, as amended (the "Minimum Standards"); and

WHEREAS, the Authority and Lessee are Parties to that certain amendment to the Agreement, dated November 22, 2022 (the "First Amendment"), which First Amendment relocated the Premises to an adjacent lot to avoid an embedded parcel and increased the Premises from approximately two (2) acres of undeveloped land to approximately three (3) acres of undeveloped land, and amended the grant of rights of the Agreement to include Limited Aircraft Self-Fueling, as defined in the Authority's Minimum Standards for Aeronautical Activities at the Airport, as amended; and

WHEREAS, the Authority and Lessee are Parties to that certain Amendment No. 2 to the Agreement, dated November 27, 2023 (the "Second Amendment"), which Second Amendment relocated the Premises to improve the efficient use of certain adjoining undeveloped land, granted Lessee a temporary easement and perminate right away for the Lessee to construct a common vehicle driveway for use of adjacent lands, and extended the Commencement Date from not to exceed twenty-four (24) months following the Effective Date of the Agreement to not to exceed thirty-six (36) months following the Effective Date of the Agreement; and

WHEREAS, the Authority and Lessee are Parties to that certain Amendment No. 3 to the Agreement, dated March 31, 2025 (the "Third Amendment"), which Third Amendment extended the Commencement Date for the Initial Term of the Agreement from not to exceed thirty-six (36) months following the Effective Date of the Agreement to not to exceed forty-eight (48) months following the Effective Date of the Agreement to account for delays attributable to the design, permitting and construction of Lessee's improvements beyond its control; and

WHEREAS, the Authority and Lessee are Parties to that certain Amendment No. 4 to the Agreement, dated February 9, 2026 (the "Fourth Amendment"), which Fourth Amendment extended the Commencement Date for the Initial Term of the Agreement from not to exceed forty-eight (48) months following the Effective Date of the Agreement to not to exceed forty-nine (49) months following the Effective Date of the Agreement to defer the start of the Initial Term, Land Rent and Common Area Maintenance Fees, Agreement Year calculations, Rental Rate adjustments, and Security Deposit requirement until the Commencement Date, as revised (the "Fourth Amendment"); and

WHEREAS, the Parties wish to further amend the Agreement to: i) extend the Commencement Date for the Initial Term of the Agreement from not to exceed forty-nine (49) months following the Effective Date of the Agreement to not to exceed sixty (60) days following the date that permanent electrical power is provided to the Premises boundary, to defer that start of the Initial Term, Land Rent and Common Area Maintenance Fees, Agreement Year calculations, Rental Rate adjustments, and Security Deposit requirement until the Commencement Date, as revised; ii) avow the Authority's obligation to provide permanent electrical power to the Premise boundary; iii) toll all deadlines for construction of improvements imposed by the Agreement from the original not to exceed Commencement Date of April 25, 2024, to the date that permanent electrical power is provided to the Premises boundary, and iv) reimburse Lessee for all costs incurred by Lessee to provide temporary electrical power at the Premises before the date that permanent electrical power is provided to the Premises boundary, which costs shall be credited by the Authority to the Lessee against the Land Rent until all such costs have been fully credited (this "Fifth Amendment"),

NOW, THEREFORE, in consideration of the premises and of the mutual terms, covenants, and conditions herein contained, and other good and valuable consideration, the receipt of which the Parties hereby expressly acknowledge, the Parties hereto covenant and agree as follows:

1. Article 3.01, "Initial Term". Article 3.01, "Initial Term", is hereby deleted in its entirety and replaced with the following Article 3.01, "Initial Term":

3.01 Initial Term. The Initial Term of this Agreement shall commence on the first of the following events to occur (the "Commencement Date"), which date shall be memorialized by the Authority in writing to this Agreement: (a) the date of substantial completion of the Improvements, as evidenced by Lessee's receipt of a certificate of occupancy; (b) the date Lessee commences use of the Premises, or any part thereof, for the storage of Private Aircraft, other than construction; or (c) in no event later than thirty (30) days following the date that permanent electrical power is provided to the Premises boundary, and shall expire twenty (20) years following the Commandment Date (the "Initial Term"), unless sooner terminated pursuant to the terms of this Agreement. As used herein, "Agreement 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 Agreement Years shall mean the annual periods that immediately succeed the end of the first Agreement Year. Provided, however, Lessee acknowledges that Authority is responsible for extending electrical conduit to the Premises boundary and Florida Power and Light ("FPL") is responsible for extending the electrical lines and energizing power to the Premises boundary. Lessee further acknowledges that FPL is a monopoly regulated utility, a subsidiary of NextEra Energy, Inc., a publicly traded company licensed by the Florida Public Service Commission, and is not a contractor, agent, member, or employee of the Authority. As such, the Authority shall be responsible to Lessee for any delay in extending electrical conduit to the Premises boundary; however, the Authority shall not be responsible to Lessee for any delay attributable to FPL extending electrical lines and energizing power to the Premises boundary or force majeure event attributable to any Acts of God, Acts of State, Acts of Political Disruption, or Impossibility of Performance. If any said delay occurs, the period of delay shall not be counted against the Authority.

2. Article 5.13, "Deferral of Milestones". Article 5.13, "Deferral of Milestones", is hereby incorporated in the Agreement in its entirety as follows:

5.13 Deferral of Milestones. All Agreement Year calculations and rent Adjustment Dates, the Appraisal Adjustment Date, and the Security Deposit requirement set forth under Articles 5.05, 5.06, and 5.08 herein shall be measured from the Commencement Date, as revised, which Commencement Date shall be memorialized in writing by the Parties hereto.

3. Article 5.14, "Land Rent Credits". Article 5.14, "Land Rent Credits", is hereby incorporated in the Agreement in its entirety as follows:

5.14 Land Rent Credits. The Authority shall reimburse Lessee for all costs incurred by Lessee attributable to providing temporary electrical power at the Premises before the date that permanent electrical power is provided to the Premises boundary, which costs shall be credited by the Authority to the Lessee against the Land Rent, as the Land Rent becomes due, until all such costs have been fully credited. Such costs shall include, but not be limited to, the cost of renting generators, generator connection costs, generator fuel costs, and related transportation costs, if any, to acquire such generators. Lessee shall provide the Authority with copies of all supporting documentation including invoices and payment receipts, which shall be subject to review and approval by the Authority. Approval by the Authority shall not be unreasonably withheld.

4. Article 6.06, "Tolling of Deadlines". Article 6.06, "Tolling of Deadlines", is hereby incorporated in the Agreement in its entirety as follows:

6.06 Tolling of Deadlines. All deadlines for construction of improvements imposed on Lessee by the terms of this Agreement for construction completion, certificate of occupancy, and use of the Premises shall be tolled from the original not to exceed Commencement Date of April 25, 2024, to the date that permanent electrical power is provided to the Premises boundary, which later date shall be memorialized in writing by the Parties hereto.

5. Article 9.01, "Utility Costs". Article 9.01, "Utility Costs", the final sentence of said Article is hereby deleted in its entirety and replaced with the following sentences, which shall be incorporated in their entirety:

9.01 Utility Costs. The Authority shall extend and maintain, throughout the Term of this Agreement, all water, sewer and electrical utility mains and services to the Premises boundary. The Lessee shall extend and maintain, throughout the Term of this Agreement, all water, sewer and electrical utility mains and services from the Premises boundary to Lessee's Improvements as required to meet the needs of the Lessee, which utility mains and services shall become the property of the Authority upon the expiration or earlier termination of this Agreement. The Lessee shall further extend and maintain, throughout the Term of this Agreement, all other utility mains and services to the Premises boundary and from the Premises boundary to Lessee's Improvements as required to meet the needs of the Lessee, which other utility mains and services shall further become the property of the Authority upon the expiration or earlier termination of this Agreement.

6. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meaning outlined in the Agreement.

7. Counterparts. This Amendment may be executed by the Parties hereto on any number of separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute but the same instrument.

8. **Full Force and Effect.** Except as specifically amended herein, all other terms, covenants and conditions of the Agreement between the Parties, as amended, shall remain unchanged and in full force and effect.

9. **Reservation of Rights.** Nothing in this Amendment shall constitute or be construed as a waiver of any rights or remedies of either Party arising under the Agreement, at law, or in equity, including with respect to any costs, damages, or claims arising or accruing before the effective date of this Amendment, and any such rights and remedies are hereby expressly reserved and shall survive execution of this Amendment.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Amendment No. 5 to the Agreement as of the day and year first above written.

Approved to Form and Legal Sufficiency for Sarasota Manatee Airport Authority,

_____
Signature

_____
Name

_____
Title

_____
Date

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

_____
Signature

_____
Name

_____
Title

_____
Date

Approved to Form and Legal Sufficiency for SRQ Hangar, L.L.C.

_____
Signature

_____
Name

_____
Title

_____
Date

SRQ HANGAR, L.L.C. a Limited Liability Company under the Laws of the State of Florida


Signature

Mark W. Mitchell
Name

Manager
Title

9/18/2026
Date

SARASOTA MANATEE AIRPORT AUTHORITY
NOVEMBER 17, 2026, REGULAR MEETING
STAFF NARRATIVE

REQUEST TO APPROVE
GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING LEASE AMENDMENT
FOR TRANSPORTATION SECURITY ADMINISTRATION

EXECUTIVE SUMMARY: Request approval of General Services Administration Public Building Lease Amendment for Transportation Security Administration to provide passenger security screening services at Sarasota Bradenton International Airport.

NARRATIVE: The Sarasota Manatee Airport Authority (the "Authority") and General Services Administration (the "GSA") are parties to that certain Public Building On-Airport Lease No. GS-04P-LFL01771, as amended (the "Building Lease"), for the use and occupancy of approximately 3,098 square feet of office and support space in the Passenger Terminal at the Airport by the Transportation Security Administration ("TSA").

Under the Aviation and Transportation Security Act (ATSA), Pub. L. 107-71, codified at 49 U.S.C. § 114, the TSA is responsible for providing security across all modes of transportation, including day-to-day Federal screening operations at airports under 49 U.S.C. § 44901. The proposed Amendment will enable TSA to continue to deliver critical security-related services at the Airport, including: (i) passenger and property screening at TSA checkpoints, conducted and supervised by uniformed Federal personnel; (ii) comprehensive checked-baggage screening utilizing explosives detection systems or other approved alternative methods; and (iii) issue and implement Security Directives and Information Circulars, along with ongoing threat assessments and related security measures, coordinated closely with the Airport Security Coordinator.

The proposed amendment to the Building Lease includes the following updated terms, covenants, and conditions:

1. Extend the term of the Building Lease for 3,092 square feet of office and support space through February 28, 2029;
2. Establish the annual rent for March 1, 2026, through September 30, 2026, at $225,162.64, and increase the annual rent for October 1, 2026, through February 28, 2029, to $247,592.16;
3. Update the address of the Premises from 6000 Airport Circle, Sarasota, FL 34243 to 6000 Rick Piccolo Circle, Sarasota, FL 34243; and
4. Incorporate updated required Federal Aviation Regulation and GSA lease terms and conditions including, but not limited to, non-discrimination by federal contractors, security requirements, prohibitions and exclusions, foreign ownership and financing representation, and access requirements for high-security terminal areas;
5. All other terms, covenants, and conditions of the Building Lease shall remain unchanged and in force (collectively, the "Amendment").

Based on the critical nature of TSA security services provided at the Airport and the terms, covenants, and conditions of the proposed Amendment, the President, Chief Executive Officer, recommends approval of the Amendment to the Building Lease, as presented, for the continued use and occupancy of approximately 3,098 square feet of office and support space in the Passenger Terminal by the TSA.

RECOMMENDATION: It is hereby recommended that the Sarasota Manatee Airport Authority Board approve the proposed Building Lease Amendment to General Service Administration Public Building On-Airport Lease No. GS-04P-LFL01771, as previously amended, for the continued use and occupancy of approximately 3,098 square feet of office and support space in the Passenger Terminal at the Airport by the Transportation Security Administration, subject to the terms, covenants, and conditions presented, and authorize the President, Chief Executive Officer, to execute the appropriate Amendment.

ATTACHMENTS: Proposed Public Building Lease Amendment to GSA Lease No. GS-04P-LFL01771, dated November 17, 2026.

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1 TO LEASE NO. GS-04P-LFL01771
ADDRESS OF PREMISES TSA, SARASOTA, FL 6000 RICK PICCOLO CIR SARASOTA, FL 34243-2105	PDN Number: N/A

THIS AMENDMENT is made and entered into between

SARASOTA MANATEE AIRPORT AUTHORITY
whose address is: 6000 RICK PICCOLO CIR
SARASOTA, FL 34243-2105

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to extend the term of the Lease, reflect a change in the current lessor address and to reflect a change in the current building address.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective March 1, 2026 as follows:

A. Paragraph C, “Lease Term” of the Lease is hereby deleted in its entirety and the following is inserted in lieu thereof:

“To Have and To Hold the said Premises with its appurtenances for the term beginning upon March 1, 2021 through February 28, 2029, subject to termination and renewal rights as may be hereinafter set forth.”

B. Sub-Paragraph “A” of Paragraph 1.03 “Rent and Other Consideration (On-Airport)” is hereby deleted in its entirety and the following is inserted in lieu thereof:

“A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

This Lease Amendment contains two (2) pages and the following attachment: ADDITIONAL FAR AND GSAR CLAUSES FOR LEASE EXTENSIONS.

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:	**FOR THE GOVERNMENT:**
_____	_____
Name: _____	Name:
Title: _____	Title: Lease Contracting Officer
Entity: _____	General Services Administration, Public Buildings Service
Date: _____	Date: _____

FINAL DRAFT

Lease Amendment Form
REV (10/20)

	EFFECTIVE March 1, 2026 - September 30, 2026	**EFFECTIVE October 1, 2026 - February 28, 2029**
	ANNUAL RENT	**ANNUAL RENT**
SHELL RENT	$225,162.64	$247,592.16
OPERATING COSTS	$0.00	$0.00
PARKING	$0.00	$0.00
ANNUAL RENT	**$225,162.64**	**$247,592.16**

C. Paragraph 1.04 "***Termination Rights (On-Airport)***" sub-paragraph B is hereby deleted in its entirety and the following is inserted in lieu thereof:

B. The Government may terminate this Lease, in whole or in part, at any time by providing not less than 60 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

D. The clauses contained in the attachment "Additional FAR and GSAR Clauses for Lease Extensions and Renewals" are hereby attached to and incorporated into the lease.

E. *Current Lessor and Current Building Old Address*
SARASOTA MANATEE AIRPORT AUTHORITY
6000 AIRPORT CIR
SARASOTA, FL 34243-2105

Current Lessor and Current Building New Address
SARASOTA MANATEE AIRPORT AUTHORITY
6000 RICK PICCOLO CIR
SARASOTA, FL 34243-2105

FINAL DRAFT

ADDITIONAL FAR AND GSAR CLAUSES FOR LEASE EXTENSIONS

The following clauses are hereby incorporated into the Lease and replace any prior versions of these clauses contained in the Lease or its attachments:

1. 52.222-90 ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS (APR 2026)

(a) *Definitions*. As used in this clause—

Program participation means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.

Racially discriminatory diversity, equity, and inclusion (DEI) activities means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (*e.g.*, vendor agreements), program participation, or allocation or deployment of an entity's resources.

(b) In connection with the performance of work under this contract, the Contractor agrees as follows:

(1) The Contractor will not engage in any racially discriminatory DEI activities;

(2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;

(3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts;

(4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; and

(5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.

(6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).

(c) The Contractor must include the substance of this clause, including this paragraph (c), in subcontracts at any tier, including those for commercial products and commercial services, except those where the place of delivery or performance is outside the United States.

2. 52.240-91 SECURITY PROHIBITIONS AND EXCLUSIONS (NOV 2025 – GSA CLASS DEVIATION RFO-2025-40)

As prescribed in 40.205(b), insert the following clause:

Security Prohibitions and Exclusions (Deviation Date)

(a) *Definitions.* As used in this clause—

FINAL DRAFT

American Security Drone Act-covered foreign entity means an entity included on a list that the Federal Acquisition Security Council (FASC) develops and maintains and publishes in the System for Award Management (SAM) at https://www.sam.gov (section 1822 of Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered application means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.

Covered article, as defined in 41 U.S.C. 4713(k), means:

(1) Information technology, as defined in 40 U.S.C. 11101, including cloud computing services of all types;

(2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);

(3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or

(4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(5) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(6) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

FINAL DRAFT

(ii) For reasons relating to regional stability or surreptitious listening;

(7) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(8) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(9) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(10) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

FASC-prohibited unmanned aircraft system means an unmanned aircraft system manufactured or assembled by an American Security Drone Act—covered foreign entity.

FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring removing covered articles from executive agency information systems or excluding one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201-1.303(d) and (e):

(1) The Secretary of Homeland Security may issue FASCSA orders that apply to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.

(2) The Secretary of Defense may issue FASCSA orders that apply to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.

(3) The Director of National Intelligence (DNI) may issue FASCSA orders that apply to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

Information technology, as defined in 40 U.S.C. 11101(6)—

(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use—

(i) Of that equipment; or

(ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;

(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but

(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

Intelligence community, as defined by 50 U.S.C. 3003(4), means the following—

(1) The Office of the Director of National Intelligence;

FINAL DRAFT

(2) The Central Intelligence Agency;

(3) The National Security Agency;

(4) The Defense Intelligence Agency;

(5) The National Geospatial-Intelligence Agency;

(6) The National Reconnaissance Office;

(7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;

(8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;

(9) The Bureau of Intelligence and Research of the Department of State;

(10) The Office of Intelligence and Analysis of the Department of the Treasury;

(11) The Office of Intelligence and Analysis of the Department of Homeland Security; or

(12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connecting a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Kaspersky Lab-covered article means any hardware, software, or service that—

(1) Is developed or provided by a Kaspersky Lab-covered entity;

(2) Includes any hardware, software, or service developed or provided in whole or in part by a Kaspersky Lab-covered entity; or

(3) Contains components using any hardware or software developed in whole or in part by a Kaspersky Lab-covered entity.

Kaspersky Lab-covered entity means—

(1) Kaspersky Lab;

(2) Any successor entity to Kaspersky Lab, including any change in name, e.g., "Kaspersky";

(3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or

(4) Any entity of which Kaspersky Lab has a majority ownership.

National security system, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—

(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of

FINAL DRAFT

military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or

(2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.

Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.

Subsidiary means an entity in which more than 50 percent of the entity is owned directly by a parent corporation or through another subsidiary of a parent corporation.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

Unmanned aircraft means an aircraft that is operated without the possibility of direct human intervention from within or on the aircraft (49 U.S.C. 44801(11)).

Unmanned aircraft system means an unmanned aircraft and associated elements (including communication links and the components that control the unmanned aircraft) that are required for the operator to operate safely and efficiently in the national airspace system (49 U.S.C. 44801(12)).

(b) *Prohibitions on providing or using specific products or services in performance of contract*. Unless a waiver or exception applies, the Contractor is prohibited from providing any products or services to the Government or using in the performance of the contract any of the following:

(1) A covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor's employees (section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328));

(2) A Kaspersky Lab-covered article (Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91));

(3) Covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system (paragraphs (a)(1)(A) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)). This does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

FINAL DRAFT

(c) Prohibition on unmanned aircraft systems manufactured or assembled by American Security Drone Act—covered foreign entities.

(1) Prohibition. The Contractor is prohibited from—

(i) Delivering any FASC-prohibited unmanned aircraft system, which includes unmanned aircraft (i.e., drones) and associated elements (sections 1823 and 1826 of American Security Drone Act of 2023, within the National Defense Authorization Act for Fiscal Year 2024, Pub. L. 118-31, Div. A, Title XVIII, Subtitle B, 41 U.S.C. 3901 note prec.);

(ii) On or after December 22, 2025, operating a FASC-prohibited unmanned aircraft system in the performance of the contract (section 1824 of Pub. L. 118-31); and

(iii) On or after December 22, 2025, using Federal funds to procure or operate a FASC-prohibited unmanned aircraft system (section 1825 of Pub. L. 118-31).

(2) *Procedures*. The Contractor shall search SAM for the FASC-maintained list of American Security Drone Act—covered foreign entities before proposing, or using in performance of the contract, any unmanned aircraft system. Also, the Contractor shall ensure any effort or expenditure associated with a FASC-prohibited unmanned aircraft system is consistent with a corresponding exemption, exception, or waiver determination expressly stated in the contract.

(3) *Exemptions, exceptions, and waivers*. The prohibitions in paragraph (c) of this clause do not apply where the agency has determined an exemption, exception, or waiver applies, and the contract indicates that such a determination has been made. See sections 1823 through 1825 and 1832 of Public Law 118-31 for statutory requirements pertaining to exemptions, exceptions, and waivers.

(d) *Prohibition on using or providing specific products or services or conducting certain transactions regardless of connection to contract*.

(1) *Certain telecommunications and video surveillance equipment, systems, or services*.

(i) Unless an applicable waiver has been issued by the Government, the Contractor cannot use any equipment, systems, or services that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system (paragraph (a)(1)(B) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)).

(ii) This prohibition applies to using covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. This does not prohibit the contractor from using—

A. A service that connects to the facilities of a third party, such as backhaul, roaming, or interconnection arrangements; or

B. Telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) *Office of Foreign Assets Control Restrictions*.

(i) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

FINAL DRAFT

(ii) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas.

A. For lists of entities and individuals subject to economic sanctions, see OFAC's List of Specially Designated Nationals and Blocked Persons at https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists.

B. For more information about these restrictions, as well as updates, see OFAC's regulations at 31 CFR chapter V and at https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information.

C. To conduct electronic screens of potential parties to regulated transactions, see the consolidated screening list at https://www.trade.gov/consolidated-screening-list, which consolidates multiple export screening lists of the Departments of Commerce, State, and the Treasury.

(3) *Sudan prohibition*. The Contractor is prohibited from conducting any restricted business operations in Sudan in accordance with Accountability and Divestment Act of 2007 (Pub. L. 110-174).

(4) *Iran prohibitions*.

(i) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, the contractor shall not engage in certain activities or transactions relating to Iran (section 6(b)(1)(A) of Iran Sanctions Act (50 U.S.C. 1701 note).

(ii) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, contractor shall not export certain sensitive technology to Iran, as determined by the President, and has an active exclusion in SAM (22 U.S.C. 8515).

(iii) The prohibition in paragraphs (d)(4)(i) and (d)(4)(ii) do not apply if the acquisition is subject to trade agreements and the offeror certifies that all the offered products are designated country end products or designated country construction material (see part 25).

(iv) Unless an exception applies or the Government grants a waiver, contractors are prohibited from knowingly engaging in any significant transaction (i.e., over $15,000) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked according to the International Emergency Economic Powers Act (section 6(b)(1)(B) of Iran Sanctions Act (50 U.S.C. 1701 note)).

(e) *Governmentwide exclusion and removal orders*.

(1) Unless the Government has issued an applicable waiver, contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order as follows:

(i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSA orders apply.

(ii) For all other solicitations and contracts, DHS FASCSA orders apply.

(2) The Contractor shall search for the phrase "FASCSA order" in the System for Award Management (SAM) at https://www.sam.gov to locate applicable FASCSA orders.

(3) The Government may identify in the solicitation other FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resulting contract.

FINAL DRAFT

(4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 40.204-1(c)).

(f) *Reasonable inquiry*. The contractor shall conduct a reasonable inquiry to determine if there are any prohibited products or services. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.

(g) *Removal of prohibited products and services*. For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that this clause prohibits.

(h) *General report*.

(1) If the Contractor identifies or is notified by any source, (including a subcontractor at any tier), that any product or service provided or used (or to be provided or used) during contract performance does not comply with any prohibition in this clause, then the Contractor shall report the following information, or as much information is known, in writing to the contracting office as identified in paragraph (h)(2) within 72 hours:

(i) Contract number and order number, if applicable;

(ii) The specific prohibition the product or service is not complying with;

(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));

(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;

(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the contractor would like the Government to consider a waiver, and asks for such a waiver);

(vii) Whether alternative products or services are available that would comply with the prohibition;

(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:

A. Brand;

B. Model number, OEM number, manufacturer part number, or wholesaler number; and

C. Item description, as applicable.

(ix) Any readily available information about mitigation actions implemented or recommended.

FINAL DRAFT

(2) If a report must be submitted to a contracting office, the Contractor shall submit the report as follows:

(i) If a Department of Defense contracting office, the Contractor shall report to the website at https://dibnet.dod.mil.

(ii) For all other contracting offices, the Contractor shall report to the Contracting Officer.

(iii) For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.

(3) If the report provided does not contain any of the information required by paragraph (h)(1) of this clause, and the contractor later discovers new information that is required by paragraph (h)(1) of this clause, then the contractor shall submit a subsequent report within 72 hours of discovering the new information.

(4) The contractor shall also report the information in paragraph (h)(1) if the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification.

(i) *New FASCSA orders report*.

(1) During contract performance, the Contractor shall review SAM at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (e) of this clause.

(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.

(3) The Contractor shall submit a report to the contracting office identified in paragraph (h)(2) of this clause if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s). For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order. The Contractor shall report the following information within 72 hours for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order:

(i) Contract number and order number, if applicable;

(ii) Name of the covered article or source subject to a FASCSA order;

(iii) The specific FASCSA order the product or service does not comply with;

(iv) The elements of (h)(1)(iii) through (ix) of this clause.

(j) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (j) but excluding subparagraphs (d)(1) and (i)(1), in all subcontracts and other contractual instruments, including subcontracts for acquiring commercial products or commercial services.

3. 552.270-33 FOREIGN OWNERSHIP AND FINANCING REPRESENTATION FOR HIGH-SECURITY LEASED SPACE (JUN 2021)

The attached representation is hereby attached to and incorporated into this Lease Amendment.

FINAL DRAFT

4. 552.270-34 ACCESS LIMITATIONS FOR HIGH-SECURITY LEASED SPACE (JUN 2021)

(a) The Lessor, including representatives of the Lessor's property management company responsible for operation and maintenance of the leased space, shall not—

(1) Maintain access to the leased space; or

(2) Have access to the leased space without prior approval of the authorized Government representative.

(b) Access to the leased space or any property or information located within that Space will only be granted by the Government upon determining that such access is consistent with the Government's mission and responsibilities.

(c) Written procedures governing access to the leased space in the event of emergencies shall be documented as part of the Government's Occupant Emergency Plan, to be signed by both the Government and the Lessor.

FINAL DRAFT

SARASOTA MANATEE AIRPORT AUTHORITY
NOVEMBER 17, 2026, REGULAR MEETING
STAFF NARRATIVE

REQUEST FOR APPROVAL
GENERAL AVIATION FEDERAL INSPECTION STATION FACILITY LEASE AGREEMENT
WITH U.S. CUSTOMS AND BORDER PROTECTION AGENCY

EXECUTIVE SUMMARY: Request for approval of General Aviation Federal Inspection Station Facility Lease Agreement ("GA FIS Lease") with the U.S. Customs and Border Protection Agency for international arrival flight inspection services.

NARRATIVE: Under Section 236 of the Trade and Tariff Act of 1984 (P.L. 98-573), as amended (19 U.S.C. 58b), U.S. Customs and Border Protection Agency ("CBP") is authorized to perform international inspectional services at U.S. airports and to charge fees for such services. The purpose of this proposed GA FIS Lease is to enable CBP to provide international arrival flight inspection services at the Airport at the Authority's new GA FIS Facility.

Under CBP's user-fee framework, CBP currently provides inspectional personnel and services necessary to process international arrivals at the Airport, including Federal Inspection Services for GA and commercial aircraft, passengers, and crew; enforcement of applicable customs, immigration, and agriculture laws; examinations and verifications; and security-related functions at the Passenger Terminal at the Airport. Under the terms of the proposed Lease, CBP will use and occupy the new GA FIS Facility and continue to have access to the Commercial Terminal for inspections when needed. The Authority will also provide 24/7, 365-day operational support, utilities, maintenance, and janitorial services, and reimburse CBP for its operating costs under the terms of the existing Memorandum of Agreement between the parties for Flight Inspection Services.

The proposed Lease will commence upon CBP's use and occupancy of the new GA FIS Facility and shall renew annually thereafter at CBP's option for up to nineteen (19) years and is scheduled to expire on or before January 1, 2046. CBP may terminate the Lease upon ninety (90) days' prior written notice to the Authority. If required for airport development, the Authority may relocate CBP's premises at the Authority's expense to similar suitable space with at least 120 days' prior written notice.

The proposed GA FIS Lease will supersede the Authority's existing lease with CBP for FIS services at the Airport, dated December 1, 2017, as amended. Based on the information presented, the President, Chief Executive Officer, recommends the Board approve the proposed GA FIS Lease with CBP at the GA FIS Facility at the Airport, subject to the terms, covenants, and conditions presented.

RECOMMENDATION: It is hereby recommended that the Sarasota Manatee Airport Authority Board approve the proposed General Aviation Federal Inspection Station Facility Lease Agreement with U.S. Customs and Border Protection Agency for international arrival flight inspection services at the Airport, subject to the terms, covenants, and conditions presented, and authorize the President, Chief Executive Officer, to execute the lease agreement.

SMAA-11172026

ATTACHMENTS: Proposed General Aviation Federal Inspection Station Facility Lease Agreement between Sarasota Manatee Airport Authority and U.S. Customs and Border Protection Agency for International Arrival Flight Inspection Services, dated November 17, 2026, et.al.

LEASE NO. HSBP-7125-L-DA1653

On-Airport Lease
Modified GSA FORM L201D (OCT 2021) CBP October 2021

This Lease is made and entered into between

Sarasota Manatee Airport Authority

(Lessor), whose principal place of business is 6000 Rick Piccolo Circle, Sarasota, FL 34243, and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(Government), acting by and through the designated representative of the U.S. Customs and Border Protection (CBP), upon the terms and conditions set forth herein.

Witnesses**:** The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

SRQ General Aviation Inspection Station, 7820 Pilatus Court, Sarasota, FL 34243.

and more fully described in Section 1 and Exhibit A, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by CBP.

LEASE TERM

To Have and To Hold the said Premises with their appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a term of one-year. The Lease Term shall include an initial term of one year beginning upon the commencement date of the Lease and renewing automatically thereafter for successive twelve (12) month periods, subject to the renewal and termination rights as may be hereinafter set forth. The commencement date of this Lease, estimated to be March 1, 2027, shall more specifically be set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

The signatory to this Lease for the Lessor represents and warrants that he or she is a duly authorized representative of the Lessor, with full power and authority to enter into this Lease and to bind the Lessor with regard to all matters relating to this agreement.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR:

_____

Name: Paul L. Hoback, Jr.

Title: President/CEO

Entity Name: Sarasota Manatee Airport Authority

Date: _____

FOR THE GOVERNMENT:

_____

Name: Dennis H. Haessig

Title: Lease Contracting Officer

Entity Name: U.S. Customs and Border Protection

Date: _____

WITNESSED FOR THE LESSOR BY:

_____

Name: _____

Title: _____

Date: _____

TABLE OF CONTENTS

ON-AIRPORT LEASE

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS 3
1.01 THE PREMISES (SEP 2015) 3
1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013) 3
1.03 RENT AND OTHER CONSIDERATION (ON-AIRPORT) (OCT 2021) 3
1.04 TERMINATION RIGHTS (ON-AIRPORT) (SEP 2013) 3
1.05 RENEWAL RIGHTS (OCT 2016) 3
1.06 DOCUMENTS INCORPORATED IN THE LEASE (ON-AIRPORT) (OCT 2020) 4
1.07 LESSOR'S UNIQUE ENITITY IDENTIFIER (OCT2020) 4

SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS 5
2.01 DEFINITIONS AND GENERAL TERMS (OCT 2016) 5
2.02 AUTHORIZED REPRESENTATIVES (OCT 2016) 5
2.03 WAIVER OF RESTORATION (OCT 2021) 5
2.04 RELOCATION RIGHTS (OCT 2021) 5
2.05 NOTICES 6
2.06 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (ON-AIRPORT) (MAY 2015) 6
2.07 ALTERATIONS PRIOR TO ACCEPTANCE (JUN 2012) 6
2.08 ALTERATIONS (SEP 1999) 6
2.09 SYSTEM FOR AWARD MANAGEMENT (MAR 2020) 6
2.10 SECURITY UPGRADES DUE TO IMMEDIATE THREAT (APR 2011) 6
2.11 FIRE AND CASUALTY DAMAGE 6
2.12 DEFAULT BY LESSOR (APR 2012) 6
2.13 INTEGRATED AGREEMENT (JUN 2012) 7
2.14 MUTUALITY OF OBLIGATION 7
2.15 COMPLIANCE WITH APPLICABLE LAW (JAN 2011) 7
2.16 MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (APR 2015) 7
2.17 DELIVERY AND CONDITION 7
2.18 FAILURE IN PERFORMANCE 7
2.19 CHANGE OF OWNERSHIP/NOVATION (OCT 2021) 8
2.20 CLAUSES INCORPORATED BY REFERENCE (OCT 2021) 8

SECTION 3 CONSTRUCTION STANDARDS AND COMPONENTS 9
3.01 CBP STANDARDS (ON-AIRPORT) (SEP 2013) 9
3.02 MEANS OF EGRESS (MAY 2015) 9
3.03 AUTOMATIC FIRE SPRINKLER SYSTEM (SEP 2013) 9
3.04 FIRE ALARM SYSTEM (SEP 2013) 9
3.05 ENERGY INDEPENDENCE AND SECURITY ACT (DEC 2011) 10
3.06 ACCESSIBILITY (FEB 2007) 10
3.07 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011) 10
3.08 RESTROOMS (ON-AIRPORT) (JUN 2012) 10
3.09 HEATING, VENTILATION, AND AIR CONDITIONING (ON-AIRPORT) (APR 2011) 10
3.10 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (ON-AIRPORT) (SEP 2013) 10

SECTION 4 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM 11
4.01 SERVICES, UTILITIES, AND MAINTENANCE (ON-AIRPORT) (OCT 2021) 11
4.02 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS FOR AIRPORT OCCUPANCIES (SEP 2013) 11
4.03 SECURITY MONITORING AND INTRUSION DETECTION SYSTEM (APR 2017) 11
4.04 MAINTENANCE AND TESTING OF SYSTEMS (SEP 2013) 11
4.05 RECYCLING (ON-AIRPORT) (JUN 2012) 12
4.06 RANDOLPH-SHEPPARD COMPLIANCE (SEP 2013) 12
4.07 MAINTENANCE OF PROVIDED FINISHES 12
4.08 SAFEGUARDING AND DISSEMINATION OF CONTROLLED UNCLASSIFIED INFORMATION (CUI) BUILDING INFORMATION (FEB 2020) 12
4.09 INDOOR AIR QUALITY (OCT 2019) 13
4.10 HAZARDOUS MATERIALS (ON-AIRPORT) (OCT 2018) 14
4.11 OCCUPANT EMERGENCY PLANS (OCT 2020) 14

SECTION 5 ADDITIONAL TERMS AND CONDITIONS 14
5.01 IDENTITY VERIFICATION OF PERSONNEL 14
5.02 SECURITY 15
5.03 LIABILITY 15
5.04 AVAILABILITY OF FUNDS 15
5.05 SOVEREIGN IMMUNITY 15
5.06 NO PRIVATE RIGHT OR BENEFIT CREATED 16

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (SEP 2015)

The Premises are described as follows:
A. Federal Inspection Services (FIS): Approximately **6,689** square feet of FIS Space (the Premises), 7820 Pilatus Court, Sarasota, FL 34243, as depicted on the floor plan(s) attached hereto as Exhibit A.

1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)

The Government shall have the non-exclusive right to the use of Appurtenant Areas and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

A. Parking: Two (2) reserved parking spaces for Government Official Vehicles, two (2) reserved parking spaces for Government employee vehicles, and twelve (12) reserved parking spaces for visitors as depicted on the plan attached hereto as Exhibit **B**. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

B. Antennas, Satellite Dishes and Related Transmission Devices: (1) Space located on the roof of the Building sufficient in size for the installation and placement of telecommunications equipment, (2) the right to access the roof of the Building, and (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease.

1.03 RENT AND OTHER CONSIDERATION (ON-AIRPORT) (OCT 2021)

A. The Government shall pay no rent.

B. This facility has been designated as an user fee facility; Under the provisions of Section 236 of the Trade and Tariff Act of 1984 (P.L. 98-573), as amended (19 U.S.C. 58b), the Commissioner of U.S. Customs and Border Protection (CBP) is authorized to make inspectional services available at airports, seaports, and other facilities and to charge a fee for such services. The SRQ General Aviation Inspection Station is designated as eligible for such services under the conditions set forth herein.

C. In exchange for the Government's agreement to locate inspectional personnel on-site, the Lessor shall do the following:

1. Provide the leasehold interest in the Property described in the paragraph entitled "The Premises,"

2. Bear all costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;

3. Perform or satisfy all other obligations set forth in this Lease, and in its attached exhibits, including, but not limited to, Exhibit **F** pertaining to information technology services and equipment costs; and,

4. Provide all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

1.04 TERMINATION RIGHTS (ON-AIRPORT) (SEP 2013)

The Government may terminate this Lease, in whole or in part, at any time during the term of this Lease, or any renewal periods with **90** days' prior written notice to the Lessor if the operations supported by the Premises are closed, if the Lessor does not meet its obligations set forth in this Lease, or if the Government exercises its discretion to reduce its operational presence. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later.

1.05 RENEWAL RIGHTS (OCT 2016)

At the expiration of the initial term of one year, this Lease will automatically renew on a year-to-year basis at the option of the Government for 19 years but not beyond February 28, 2047, and all other terms and conditions of this Lease, as same may have been amended, shall remain in force and effect during any renewal term or holdover period.

1.06 DOCUMENTS INCORPORATED IN THE LEASE (ON-AIRPORT) (OCT 2020)

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
Floor Plan(s)	1	A
Parking Plan(s)	1	B
GSA Form 3518-SAM, Addendum to System for Award Management (SAM) Representations and Certifications (Acquisitions of Leasehold Interests in Real Property)	2	C
Lessor's SAM.gov Registration	2	C1
Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Acquisitions of Leasehold Interests in Real Property)	3	D
Memorandum of Agreement to Reimburse CBP	3	E
Cost Sign-Off Document & Importer Identity Form	5	F
552.270-33 Foreign Ownership and Financing Representation for High-Security Leased Space	3	G

1.07 LESSOR'S UNIQUE ENITITY IDENTIFIER (OCT2021)

Lessor's Unique Entity Identifier (UE):

UEI-SAM: UB7CPFJAYN95

SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS

2.01 DEFINITIONS AND GENERAL TERMS (OCT 2016)

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas:

A. Appurtenant Areas. Appurtenant Areas are defined as those areas and facilities on the Property that are not located within the Premises, but for which rights are expressly granted under this Lease, or for which rights to use are reasonably necessary or reasonably anticipated with respect to the Government's enjoyment of the Premises and express appurtenant rights. Appurtenant Areas include, but are not limited to, parking areas and space located on the roof of the Building where telecommunications devices may be located.

B. Building. The building(s) situated on the Property in which the Premises are located.

C. Contract. Contract and contractor means Lease and Lessor, respectively.

D. Contractor. Contractor shall mean Lessor.

E. Days. All references to “day” or “days” in this Lease shall mean calendar days, unless specified otherwise.

F. FAR. All references to the FAR shall be understood to mean the Federal Acquisition Regulation, codified at 48 CFR Chapter 1.

G. GSAR. All references to the GSAR shall be understood to mean the GSA supplement to the FAR, codified at 48 CFR Chapter 5.

H. Lease Term Commencement Date. The Lease Term Commencement Date means the date on which the Lease term commences.

I. Lease Award Date. The date the Lease Contracting Officer (LCO) executes the lease and mails or otherwise furnishes written notification of the executed Lease to the Lessor (date on which the parties’ obligations under the Lease begin).

J. Premises. The Premises are defined as the total Office Area or other type of Space, together with all associated common areas, described in Section 1 of this Lease, and delineated by plan in the attached exhibit. Parking and other areas to which the Government has rights under this Lease are not included in the Premises.

K. Property. The Property is defined as the land and Buildings in which the Premises are located, including all Appurtenant Areas (e.g., parking areas) to which the Government is granted rights.

L. Space. The Space shall refer to that part of the Premises to which the Government has exclusive use, such as Office Area, or other type of Space. Parking areas to which the Government has rights under this Lease are not included in the Space.

M. Office Area. For the purposes of this Lease, Space shall be measured in accordance with the standard (Z65.1-2017) provided by American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) for Office Area, which means “the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed.” References to ABOA mean ANSI/BOMA Office Area.

N. Working Days. Working Days shall mean weekdays, excluding Saturdays and Sundays and Federal holidays.

2.02 AUTHORIZED REPRESENTATIVES (OCT 2016)

Signatories to this Lease shall have full authority to bind their respective principals with regard to all matters relating to this Lease. No other persons shall be understood to have any authority to bind their respective principals, except to the extent that such authority may be explicitly delegated by notice to the other party, or to the extent that such authority is transferred by succession of interest. The Government shall have the right to substitute its LCO by notice, without an express delegation by the prior LCO.

2.03 WAIVER OF RESTORATION (OCT 2021)

Lessor shall have no right to require the Government to restore the Premises upon expiration or earlier termination (full or partial) of the Lease, and waives all claims against the Government for:
a) waste, or,
b) damages or restoration arising from or related to:
(1) the Government's normal and customary use of the Premises during the term of the Lease (including any extensions thereof), as well as
(2) any initial or subsequent alteration to the Premises regardless of whether such alterations are performed by the Lessor or by the Government.

At its sole option, the Government may abandon property in the Space following expiration or earlier termination (full or partial) of the Lease, in which case the property will become the property of the Lessor and the Government will be relieved of any liability in connection therewith.

Notwithstanding the above, all data entered and/or stored in any manner on the equipment used or operated by the Government on or in connection with the Property shall belong to the United States and is confidential and protected information. It shall be CBP’s responsibility to properly remove said data before possession of any equipment is transferred to the Lessor. In the event data inadvertently remains on any of the equipment upon transfer, Lessor shall keep the information confidential and immediately notify CBP so that CBP can remove the data.

2.04 RELOCATION RIGHTS (OCT 2021)

If it becomes necessary in the orderly development of the Airport, Lessor may require the relocation of Premises to other space at the Airport which, in the reasonable judgment of Lessor, is similar and suitable for the purposes for which this Lease is entered as such purposes are set forth herein. Should such relocation be necessary, the Lessor shall provide the CBP a minimum of 120 days prior written notice. Lessor shall be responsible for all costs for

such relocation, including all costs for moving furniture, office equipment, telephone and data lines, and any other costs associated with replicating necessary operational features provided in the space originally leased. The Airport shall provide such relocated Premises at the same rental rate as the original Premises, unless the new Premises are located in an area for which the Airport charges tenants a lower rate, in which event the parties shall negotiate a reduction in the rental rate. The Government will not reimburse the Lessor for any increased square footage as a result of such relocation.

2.05 NOTICES

A. Any notice, consent, or approval to be given under this Lease shall be in writing, and delivered by hand or sent by Express Mail or comparable service, or by a certified or registered mail, postage prepaid and return receipt requested, to the following addresses:

To the Lessor at: Sarasota Manatee Airport Authority, 6000 Rick Piccolo Circle, Sarasota, FL 34243.

To CBP at: U.S. Customs and Border Protection, Field Operations Facilities, Program Management Office; ATTN: FOF Lease Contracting Officer; 150 Westpark Way, Suite 300, Euless, TX 76015.

Notice shall be computed commencing with the day after the date of mailing.

B. In the event of an emergency, either party may provide notice by telephone, and all telephone notice shall be followed by a written notice as soon as practicable to the respective officials designated as follows:

The emergency contact and phone number for the Lessor is: Emin Aydin, SVP, Commercial & Revenue Development, 941-390-4303

The emergency contact and phone number for CBP is: 24-hour sector # (800) 973-2867.

2.06 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (ON-AIRPORT) (MAY 2015)

A. The Lessor shall provide floor plans for the Space and a valid Certificate of Occupancy (C of O), issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue C of O's or if the C of O is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that verifies that the Space complies with all applicable local fire protection and life safety codes and ordinances and all fire protection and life safety-related requirements of this Lease.

B. Neither the Government's acceptance of the Premises for occupancy or acceptance of related appurtenances, nor the Government's occupancy of the Premises, shall be construed as a waiver of any requirement or right of the Government under this Lease, or as otherwise prejudicing the Government with respect to any such requirement or right, or as an acceptance of any latent defect or condition.

2.07 ALTERATIONS PRIOR TO ACCEPTANCE (JUN 2012)

The Government's rights stated in paragraph 2.08 "Alterations" also apply to initial build-out of the Premises.

2.08 ALTERATIONS (SEP 1999)

With prior written approval by the Lessor, the Government shall have the right during the term of this Lease and any renewal periods to make alterations, attach fixtures, and erect structures or signs in or upon the Premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said Premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. Nothing herein alters, limits, or waives the Lessor's obligation to provide modifications, repairs, replacements, and improvements required for the proper operation of the Property, the Building, and the Premises.

2.09 SYSTEM FOR AWARD MANAGEMENT (MAR 2020)

The Lessor must have an active registration in the System for Award Management (SAM), via the Internet at https://www.acquisition.gov, prior to the Lease award and throughout the life of the Lease. To remain active, the Lessor is required to update or renew its registration annually. No change of ownership of the leased Premises will be recognized by the Government until the new owner registers in SAM.

2.10 SECURITY UPGRADES DUE TO IMMEDIATE THREAT (APR 2011)

The Government reserves the right, at its own expense, with its own personnel, and at its sole discretion, to heighten security in the Building under Lease during heightened security conditions due to emergencies such as terrorist attacks, natural disaster, and civil unrest.

2.11 FIRE AND CASUALTY DAMAGE

If the Building in which the Premises are located is totally destroyed or damaged by fire or other casualty, this Lease shall immediately terminate. If the Building in which the Premises are located is only partially destroyed or damaged, so as to render the Premises untenantable, or not usable for their intended purpose, the Lessor shall have the option to elect to repair and restore the Premises or terminate the Lease. The Lessor shall be permitted a reasonable amount of time, not to exceed **180 days** from the event of destruction or damage, to repair or restore the Premises, if the Lessor submits to the Government a reasonable schedule for repair of the Premises within **30 days** of the event of destruction or damage. If the Lessor fails to timely submit a reasonable schedule for completing the work, the Government may elect to terminate the Lease effective as of the date of the event of destruction or damage. If the Lessor elects to repair or restore the Premises, but fails to repair or restore the Premises within **180 days** from the event of destruction or damage, or fails to diligently pursue such repairs or restoration so as to render timely completion commercially impracticable, the Government may terminate the Lease effective as of the date of the destruction or damage. Termination of the Lease by either party under this clause shall not give rise to liability for either party. This clause shall not apply if the event of destruction or damage is caused by the Lessor's negligence or willful misconduct. In the event of termination under this clause, should Lessor continue to require inspectional services to be performed by the Government at the Airport, Lessor agrees to provide the Government with suitable, alternate space at the Airport at no cost to the Government.

2.12 DEFAULT BY LESSOR (APR 2012)

The following conditions shall constitute default by the Lessor, and shall give rise to the following rights and remedies for the Government:

A. Prior to Acceptance of the Premises. Failure by the Lessor to diligently perform all obligations required for acceptance of the Premises within the times specified, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and

provision of a reasonable opportunity for the Lessor to cure its default, the Government may terminate the Lease on account of the Lessor's default of a material obligation required for acceptance of the Premises (i.e., Lessor's material breach of the Lease, as determined under the federal common law of government contracts).

B. After Acceptance of the Premises. Failure by the Lessor to perform any service, to provide any item, or satisfy any requirement of this Lease, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may terminate the Lease on account of the Lessor's default of any obligation under this Lease.

C. Grounds for Termination. The Government may terminate the Lease if:

1. The Lessor's default persists notwithstanding provision of notice and reasonable opportunity to cure by the Government, or

2. The Lessor fails to take such actions as are necessary to prevent the recurrence of default conditions.

D. Excuse. Failure by the Lessor to timely deliver the Premises or perform any service, provide any item, or satisfy any requirement of this Lease shall not be excused if its failure in performance arises from:

1. Circumstances within the Lessor's control;

2. Circumstances about which the Lessor had actual or constructive knowledge prior to the Lease Award Date that could reasonably be expected to affect the Lessor's capability to perform;

3. The condition of the Property;

4. The acts or omissions of the Lessor, its employees, agents or contractors; or

5. The Lessor's inability to obtain sufficient financial resources to perform its obligations.

The rights and remedies specified in this clause are in addition to any and all remedies to which the Government may be entitled as a matter of law or under this Lease.

2.13 INTEGRATED AGREEMENT (JUN 2012)

This Lease, upon execution, contains the entire agreement of the parties and supersedes any and all prior oral or written representations, understandings, or agreements among or between them. No prior written or oral agreement, express or implied, shall be construed or relied upon by either party to contradict the provisions of the Lease. Except as expressly attached to and made part of the Lease, communications by either party that occurred prior to Lease execution shall not be incorporated in the Lease.

2.14 MUTUALITY OF OBLIGATION

The obligations and covenants of the Lessor, and the Government's obligation to perform such other obligations as may be specified herein, are interdependent.

2.15 COMPLIANCE WITH APPLICABLE LAW (JAN 2011)

Lessor shall comply with all federal, state, and local laws applicable to its ownership and leasing of the Premises, including, without limitation, laws applicable to the construction, demolition, ownership or alteration and obtain all necessary permits, licenses and similar items at its own expense. Nothing in this Lease shall be construed as a waiver of the sovereign immunity of the Government. This Lease shall be governed by federal law.

2.16 MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (APR 2015)

The Lessor shall maintain the Premises, including the systems, equipment, fixtures, and appurtenances furnished by the Lessor under this Lease, in good repair and tenantable condition at the Lessor's sole expense. The Lessor shall maintain the Premises in a safe and healthful condition according to applicable OSHA standards, including standards governing indoor air quality, existence of mold and other biological hazards or hazardous materials, at the Lessor's sole expense. The Government shall have the right, at any time after the Lease is signed and during the term of the Lease, and any renewal periods, to inspect all areas of the Property to which access is necessary for the purpose of determining the Lessor's compliance with this clause. When accompanied by a Government escort, the Lessor shall have the right to enter any part of the Premises at reasonable or necessary times for the purposes of inspection, protection or exercising its right as owner and operator of the Airport and as Lessor.

2.17 DELIVERY AND CONDITION

A. Unless the Government elects to have the Premises occupied in increments, the Premises must be delivered ready for occupancy as a complete unit. The Government reserves the right to determine when the Premises are substantially complete.

B. If the Premises do not substantially comply with the provisions of this Lease, the Contracting Officer may terminate this Lease in accordance with Paragraph 1.04, Termination Rights, and/or Paragraph 2.12, Default by Lessor, of this Lease.

2.18 FAILURE IN PERFORMANCE

In the event of any failure by the Lessor to provide any service, utility, maintenance, repair or replacement required under this Lease, the Government may, by contract or otherwise, perform the requirement and seek reimbursement from the Lessor for the resulting costs to the Government, including all administrative costs; provided however, before undertaking to perform any obligation of Lessor, Government shall provide Lessor not less than thirty (30) days' prior written notice during which Lessor shall be permitted to cure any alleged default and further provided that such cure period shall be

extended by an additional thirty (30) days if, at the expiration of the notice/cure period, the Lessor is diligently pursuing to cure or otherwise resolve such alleged default. If the Government elects to perform any such requirement, the Government and each of its contractors shall be entitled to access the Premises to perform any such requirement, and the Lessor shall afford and facilitate such access. Alternatively, the Government may terminate this Lease pursuant to Paragraph 1.04, Termination Rights, and/or Paragraph 2.12, Default by Lessor, of this Lease. The aforementioned remedies are not exclusive and are in addition to any other remedies which may be available under this Lease or at law. Pursuant to 19 C.F.R. § 24.3a, any amounts due CBP under the terms of this agreement not reimbursed within 30 days of billing will begin accruing interest charges based on current U.S. Treasury borrowing rates and may ultimately be referred for collection.

2.19 CHANGE OF OWNERSHIP/NOVATION (OCT 2021)

A. If during the term of the Lease, title to the Property is transferred or the Lessor changes its legal name, the Lessor and its successor shall comply with the requirements of FAR Subpart 42.12. If title is transferred, the Lessor shall notify the Government within five days of the transfer of title.

B. The Government and the Lessor may execute a Change of Name Agreement if the Lessor is changing only its legal name, and the Government's and the Lessor's respective rights and obligations remain unaffected.

C. If title to the Property is transferred, the Government, the original Lessor (Transferor), and the new owner or assignee (Transferee) shall execute a Novation Agreement providing for the transfer of Transferor's rights and obligations under the Lease to the Transferee. When executed on behalf of the Government, a Novation Agreement will be made part of the Lease via Lease Amendment.

D. In addition to all documents required by FAR 42.1204, the LCO may request additional information (e.g., copy of the deed, bill of sale, certificate of merger, contract, court decree, articles of incorporation, operation agreement, partnership certificate of good standing, etc.) from the Transferor or Transferee to verify the parties' representations regarding the transfer, and to determine whether the transfer of the Lease is in the Government's interest.

E. If the LCO determines that recognizing the Transferee as the Lessor will not be in the Government's interest, the Transferor shall remain fully liable to the Government for the Transferee's performance of obligations under the Lease, notwithstanding the transfer. Under no condition shall the Government be obligated to release the Transferor of obligations prior to (a) the rent commencement date; and (b) any amounts due and owing to the Government under the Lease that have been paid in full or completely set off against the rental payments due under the Lease.

F. As a condition for being recognized as the Lessor and entitlement to receiving rent, the Transferee must register in the System for Award Management (SAM) for purposes of “All Awards” (See FAR 52.232-33), and complete all required representations and certifications within SAM. In addition, for leases FSL III or above, the Transferee must also complete 552.270-33 Foreign Ownership and Financing Representation for High Security Leased Space. This representation must be completed annually.

G. If title to the Property is transferred, rent shall continue to be paid to the original Lessor, subject to the Government's rights as provided for in this Lease. The Government's obligation to pay rent to the Transferee shall commence on the effective date of the Lease Amendment incorporating the Novation Agreement. The Lease Amendment will not be issued until the Government has received all information reasonably required by the LCO, the Government has determined that recognizing the Transferee as the Lessor is in the Government's interest (which determination will be prompt and not unreasonably withheld), and the Transferee has met all conditions specified in sub-paragraph F. The original Lessor must maintain an active registration in SAM until the Novation process is complete.

2.20 CLAUSES INCORPORATED BY REFERENCE (OCT 2021)

This Lease incorporates the following clauses by reference, with the same force and effect as if they were given in full text. All citations to the FAR or GSAR are provided for convenience of reference, and shall not be understood as subjecting this Lease to any provision of the FAR or GSAR except to the extent that clauses prescribed by the FAR or GSAR are expressly incorporated into this Lease.

1. FAR 52.204-7, SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
2. FAR 52.204-13, SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
3. FAR 52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES
4. FAR 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (DEVIATION 20-05)(DEC 2020)
5. FAR 52.222-21, PROHIBITION OF SEGREGATED FACILITIES (APRIL 2015)
6. FAR 52.222-26, EQUAL OPPORTUNITY (SEP 2016)
7. FAR 52.223-99, ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS (OCT 2021)
8. FAR 52.232-33, PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
9. FAR 52.233-1, DISPUTES (MAY 2014)
10. GSAR 552.215-70, EXAMINATION OF RECORDS BY GSA (JUL2016)
11. GSAR 552.270-31, PROMPT PAYMENT (JUN 2011)
12. GSAR 552.270-33, FOREIGN OWNERSHIP AND FINANCING REPRESENTATION FOR HIGH-SECURITY LEASES SPACE
13. GSAR 552.270-34, ACCESS LIMITATIONS FOR HIGH-SECURITY LEASES SPACE

SECTION 3 CONSTRUCTION STANDARDS AND COMPONENTS

3.01 CBP STANDARDS (ON-AIRPORT) (SEP 2013)

A. The Premises shall be designed, constructed, and maintained in accordance with the standards set forth herein and completed prior to acceptance of the Space. If there is a conflict on the standards the more stringent will apply. For the purposes of this Lease, the 2018 General Aviation Facilities Design Standard (GAFDS) (hereinafter referred to as "CBP Standards") shall apply.

B. Base structure and building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and service areas, shall be complete. Restrooms shall be complete and operational. All newly installed building components, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers, etc., shall be furnished, and installed. Circulation corridors are provided as part of the base building only on multi-tenanted floors where the corridor is common to more than one tenant. On single-tenant floors, only the fire egress corridor necessary to meet code is provided as part of the Space.

3.02 MEANS OF EGRESS (MAY 2015)

A. Prior to occupancy, the Premises and any parking garage areas shall meet or will be upgraded to meet, either the applicable egress requirements in the National Fire Protection Association, Life Safety Code (NFPA 101), or the International Code Council, International Building Code (IBC), each current as of the Lease Award Date, or use an alternative approach or method that achieves an equivalent level of safety deemed acceptable by the Government.

B. The Space shall have unrestricted access to a minimum of two remote exits on each floor of Government occupancy.

C. Interlocking or scissor stairs located on the floor(s) where Space is located shall only count as one exit stair.

D. A fire escape located on the floor(s) where Space is located shall not be counted as an approved exit stair.

E. Doors shall not be locked in the direction of egress unless equipped with special locking hardware in accordance with requirements of NFPA 101 or the IBC.

3.03 AUTOMATIC FIRE SPRINKLER SYSTEM (SEP 2013)

A. Any portion of the Space located below-grade, including parking garage areas, and all areas in a Building referred to as "hazardous areas" (defined in National Fire Protection Association (NFPA) 101) that are located within the entire Building (including non-Government areas) shall be protected by an automatic fire sprinkler system or an equivalent level of safety.

B. For Buildings in which any portion of the Space is on or above the sixth floor, then, at a minimum, the Building up to and including the highest floor of Government occupancy shall be protected by an automatic fire sprinkler system or an equivalent level of safety.

C. For Buildings in which any portion of the Space is on or above the sixth floor, and lease of the Space will result, either individually or in combination with other Government Leases in the Building, in the Government leasing 35,000 or more ANSI/BOMA Office Area SF of Space in the Building, then the entire Building shall be protected throughout by an automatic fire sprinkler system or an equivalent level of safety.

D. Automatic fire sprinkler system(s) shall be installed in accordance with the requirements of NFPA 13, Standard for the Installation of Sprinkler Systems that was in effect on the actual date of installation.

E. Automatic fire sprinkler system(s) shall be maintained in accordance with the requirements of NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems (current as of the Lease Award Date).

F. "Equivalent level of safety" means an alternative design or system (which may include automatic fire sprinkler systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by automatic fire sprinkler systems.

3.04 FIRE ALARM SYSTEM (SEP 2013)

A. A Building-wide fire alarm system shall be installed in the entire Building in which any portion of the Space is located on the 3rd floor or higher.

B. The fire alarm system shall be installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code that was in effect on the actual date of installation.

C. The fire alarm system shall be maintained in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date).

D. The fire alarm system shall transmit all fire alarm signals to the local fire department via any of the following means: directly to the local fire department, to the (911) public communications center, to a central station, to a remote supervising station, or to a proprietary supervising station.

E. If the Building's fire alarm control unit is over 25 years old as of the Lease Award Date, Lessor shall install a new fire alarm system in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date), prior to Government acceptance and occupancy of the Space.

3.05 ENERGY INDEPENDENCE AND SECURITY ACT (DEC 2011)

A. The Energy Independence and Security Act (EISA) establishes the following requirements for Government Leases in Buildings that have not earned the ENERGY STAR® Label conferred by the Environmental Protection Agency (EPA) within one year prior to the due date for final proposal revisions ("most recent year").

B. If this Lease was awarded under any of EISA's Section 435 statutory exceptions, the Lessor shall either:

1. Earn the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); or

2. Complete energy efficiency and conservation improvements if any, agreed to by Lessor in lieu of earning the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease).

C. If this Lease was awarded to a Building to be built or to a Building predominantly vacant as of the due date for final proposal revisions and was unable to earn the ENERGY STAR® label for the most recent year (as defined above) due to insufficient occupancy, but was able to demonstrate sufficient evidence of capability to earn the ENERGY STAR® label, then Lessor must earn the ENERGY STAR® label within 18 months after occupancy by the Government.

3.06 ACCESSIBILITY (FEB 2007)

The Building, leased Space, and areas serving the leased Space shall be accessible to persons with disabilities in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10). To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply.

3.07 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011)

The Lessor shall provide and operate all Building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in office Space.

3.08 RESTROOMS (ON-AIRPORT) (JUN 2012)

Government employees shall have access to all public restroom facilities for men and women in the Airport terminal at all times.

3.09 HEATING, VENTILATION, AND AIR CONDITIONING (ON-AIRPORT) (APR 2011)

A. Temperatures shall conform to local commercial equivalent temperature levels and operating practices to maximize tenant satisfaction. These temperatures shall be maintained throughout the leased Premises and service areas, regardless of outside temperatures, during the hours of operation specified in this Lease. The Lessor shall perform any necessary systems start-up required to meet the commercially equivalent temperature levels prior to the first hour of each day's operation. At all times, humidity shall be maintained below 60 percent relative humidity.

B. The Lessor shall conduct HVAC system balancing after all HVAC system alterations during the term of the Lease and shall make a reasonable attempt to schedule major construction outside of office hours.

C. Normal HVAC systems maintenance shall not disrupt tenant operations.

3.10 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (ON-AIRPORT) (SEP 2013)

A. The Government may elect to contract its own telecommunications (voice, data, video, Internet, or other emerging technologies) service in the Space. The Government may contract with one or more parties to have inside wiring (or other transmission medium) and telecommunications equipment installed pursuant to a separate agreement. In the event future upgrades are required, the Lessor shall bear all costs associated with the upgrade. Lessor has also agreed to the terms set forth in Exhibit F regarding Lessor's obligation to bear information technology costs.

B. The Lessor shall allow the Government's designated telecommunications providers access to utilize existing Building wiring to connect its services to the Government's Space. If the existing Building wiring is insufficient to handle the transmission requirements of the Government's designated telecommunications providers, the Lessor shall provide access from the point of entry into the Building to the Government's floor Space, subject to any inherent limitations in the pathway involved.

C. The Lessor shall allow the Government's designated telecommunications providers to affix telecommunications antennas (high frequency, mobile, microwave, satellite, or other emerging technologies), subject to weight and wind load conditions, to roof, parapet, or Building envelope as required.

SECTION 4 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM

4.01 SERVICES, UTILITIES, AND MAINTENANCE (ON-AIRPORT) (OCT 2021)

The Lessor is responsible for providing all utilities necessary for Premises and tenant operations at the Lessor's sole expense. The following services, utilities, and maintenance shall be provided by the Lessor seven (7) days per week, twenty-four (24) hours per day, including Saturday, Sunday and federal holidays. (check all that apply):

☒ HEAT
☒ ELECTRICITY
☒ POWER (Special Equip.)
☒ WATER (Hot & Cold)
☒ SNOW REMOVAL
☒ SECURITY & FIRE MONITORING SERVICES

☒ TRASH REMOVAL
☒ CHILLED DRINKING WATER
☒ AIR CONDITIONING
☒ RESTROOM SUPPLIES
☒ JANITORIAL SERV. & SUPP. 3 times weekly: Sweep entrances, lobbies & corridors, spot sweep floors, spot vacuum carpets, clean drinking fountains, sweep and damp mop or scrub restroom, clean all restroom fixtures, Clean all high-touch surfaces, Sweep sidewalks, parking areas & driveways (weather permitting).

☒ ELEVATOR SERVICE
☒ WINDOW WASHING
Frequency Twice per year all interior and exterior and other glass surfaces
☒ CARPET CLEANING
Frequency Annually shampoo carpets in corridors and lobbies & every 2 years shampoo carpets in all offices and other non-public areas.

☒ INITIAL & REPLACEMENT LAMPS, TUBES & BALLASTS & STARTERS
☒ PAINTING FREQUENCY
Space See 4.07 below
Public Areas See 4.07 below
☒ PEST CONTROL Pest Control: Control pests as appropriate, using Integrated Pest Management techniques, as specified in the GSA Environmental Management Integrated pest Management Technique Guide (E402-1001).

☒ OTHER
(Specify below)
Resilient Floors: twice per year clean per the specifications in main corridors and heavy traffic areas and annually in offices and secondary lobbies and corridors. Strip & apply 4 coats of finish to resilient floors in restrooms. Strip & refinish main corridors and other heavy traffic areas. As Required: Properly maintain plants and lawns. Provide and empty exterior ash cans and clean area of any discarded cigarette butts.

The Lessor shall have an onsite building superintendent or a locally designated representative available to promptly respond to deficiencies, and immediately address all emergency situations.

4.02 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS FOR AIRPORT OCCUPANCIES (SEP 2013)

The Government shall have access to the Premises and its Appurtenant Areas at all times at no cost, including the use, during other than normal hours, of necessary services and utilities such as elevators, restrooms, lights, and electric power. Cleaning shall be performed while CBP Officers are present. CBP's normal hours of operation are from M-F 9:00am-5:00pm local time.

4.03 SECURITY MONITORING AND INTRUSION DETECTION SYSTEM (APR 2017)

Lessor agrees to provide and maintain the following:

1) An intrusion detection system (IDS) that is connected to a 24-hour, staffed, central monitoring station, which in the event of an alarm, will immediately notify the Lessee. This must be a stand-alone system zoned specifically for and under the direct control of CBP;

2) A stand-alone video surveillance system that provides the following:
   a. Exterior View: A sufficient number of camera's to monitor the entire facility perimeter, as well as each access point, ensuring cameras are in a position to capture the image of each individual entering.

   b. Interior View: Ensure the coverage by cameras of any "strong-rooms" identified by the Lessee.

   c. Monitoring Station: The operator of the CCTV system shall be capable of providing all command related functions such as pan/tilt/zoom to the cameras, as well as retrieving recorded video.

   d. Digital Video Recorder: Provide 90-days of internal storage for each camera view. 24-hour time lapse high resolution colored monitoring with 90-day Digital Video Recorder (DVR) capabilities.

3) Physical Access Control Systems (PACS): Access points into the facility and strong rooms shall be controlled by card readers under the sole control of CBP using a standalone management platform.
   a. The PACS **must** comply with Homeland Security Presidential Directive 12 (HSPD-12), Federal Information Processing Standards Publication 201-1 (FIPS 201-1), Government Smart Card Interoperability Specification (GSC-IS V2.1) and GSA Schedule 70 for products and service components.

   b. Only vendors with a Certified System Engineer ICAM/PACS (CSEIP) can be used to design, purchase and install a PACS equipment. HTTPS://WWW.SECURETECHALLIANCE.ORG/ACTIVITIES-CSEIP-REGISTRY/

   c. Only equipment approved by the Government Services Administration (GSA), and listed on the idmanagement.gov, approved product list (APL) can be used. HTTPS://WWW.IDMANAGEMENT.GOV/IDM/IDMFICAMPRODUCTSEARCHPAGE

4.04 MAINTENANCE AND TESTING OF SYSTEMS (SEP 2013)

A. The Lessor is responsible for the total maintenance and repair of the Property and leased Premises at the Lessor's sole expense. Such maintenance and repairs include the site and private access roads. All equipment and systems shall be maintained to provide reliable, energy efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems shall be done in accordance with current applicable codes, and inspection certificates shall be displayed as appropriate. Copies of all records in this regard shall be forwarded to the Government's designated representative.

B. At the Lessor's sole expense, the Government reserves the right to require documentation of proper operations, inspection, testing, and

maintenance of fire protection systems, such as, but not limited to, fire alarm, fire sprinkler, standpipes, fire pump, emergency lighting, illuminated exit signs, emergency generator, to ensure proper operation. These tests shall be witnessed by the Government's designated representative.

4.05 RECYCLING (ON-AIRPORT) (JUN 2012)

Where state or local law, code, or ordinance requires recycling programs (including mercury-containing lamps) for the Space to be provided pursuant to this Lease, the Lessor shall comply with such state and local law, code, or ordinance in accordance with Paragraph 2.15, Compliance with Applicable Law. During the Lease term and any renewal period, the Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the Building and in the Leased Space.

4.06 RANDOLPH-SHEPPARD COMPLIANCE (SEP 2013)

During the term of the Lease and any renewal periods, the Lessor may not establish vending facilities within the leased Space that will compete with any Randolph-Sheppard vending facilities.

4.07 MAINTENANCE OF PROVIDED FINISHES

A. Paint, wall coverings. Lessor shall maintain all wall coverings and high performance paint coatings in "like new" condition for the life of the Lease. All painted surfaces, shall be repainted at the Lessor's sole expense, including the moving and returning of furnishings, any time during the occupancy by the Government if the paint is not "like new". All work shall be done after normal working hours as defined elsewhere in this Lease. In addition to the foregoing requirement,

1. Lessor shall repaint common areas at least every eight (8) years.

2. Lessor shall perform cyclical repainting of the Premises every four (4) years of occupancy. This cost, including the moving and returning of furnishings, as well as disassembly and reassembly of systems furniture, shall be at the Lessor's sole expense, however the Government is responsible for the secure removal and return of computer and related equipment and any files and documents.

B. Carpet and flooring.

1. The Lessor shall repair or replace flooring at any time during the Lease term when:

(i) Backing or underlayment is exposed;
(ii) There are noticeable variations in surface color or texture;
(iii) Carpet has curls, upturned edges, or other noticeable variations in texture;
(iv) Tiles are loose; or,
(v) Tears or tripping hazards are present.

2. Notwithstanding the foregoing, the Lessor shall replace all carpet in the Premises every ten (10) years with a product which meets the requirements in the CBP Standards.

Repair or replacement shall include the moving and returning of furnishings, including disassembly and reassembly of systems furniture, if necessary, at the Lessor's sole expense, however the Government is responsible for the secure removal and return of computer and related equipment and any files and documents. Work shall be performed after normal hours as established elsewhere in this Lease.

4.08 SAFEGUARDING AND DISSEMINATION OF CONTROLLED UNCLASSIFIED INFORMATION (CUI) BUILDING INFORMATION (FEB 2020)

This clause applies to all recipients of CUI building information (which falls within the CUI Physical Security category), including offerors, bidders, awardees, contractors, subcontractors, lessors, suppliers and manufacturers.

Marking CUI. Contractors must submit any contractor-generated documents that contain building information to GSA for review and identification of any CUI building information that may be included. In addition, any documents GSA identifies as containing CUI building information must be marked in accordance with the Order and the Marking Controlled Unclassified Information Handbook (the current version may be found at https://www.archives.gov/files/cui/20161206-cui-marking-handbook-v1-1.pdf) before the original or any copies are disseminated to any other parties. If CUI content is identified, the CO may direct the contractor, as specified elsewhere in this contract, to imprint or affix CUI document markings (CUI) to the original documents and all copies, before any dissemination, or authorized GSA employees may mark the documents.

1. Authorized recipients.
   a. Building information designated as CUI must be protected with access strictly controlled and limited to those individuals having a Lawful Government Purpose to access such information, as defined in 32 C.F.R. § 2002.4(bb). Those with such a Lawful Government Purpose may include Federal, state and local government entities, and non-governmental entities engaged in the conduct of business on behalf of or with GSA. Non-governmental entities may include architects, engineers, consultants, contractors, subcontractors, suppliers, utilities, and others submitting an offer or bid to GSA, or performing work under a GSA contract or subcontract. Recipient contractors must be registered as "active" in the System for Award Management (SAM) database at www.sam.gov, and have a Lawful Government Purpose to access such information. If a subcontractor is not registered in the SAM database and has a Lawful Government Purpose to possess CUI building information in furtherance of the

contract, the subcontractor must provide to the contractor its DUNS number or its tax ID number and a copy of its business license. The contractor must keep this information related to the subcontractor for the duration of the contract and subcontract.

b. All GSA personnel and contractors must be provided CUI building information when needed for the performance of official Federal, state, and local government functions, such as for code compliance reviews and the issuance of building permits. Public safety entities such as fire and utility departments may have a Lawful Government Purpose to access CUI building information on a case-by-case basis. This clause must not prevent or encumber the necessary dissemination of CUI building information to public safety entities.

2. Dissemination of CUI building information:
   a. By electronic transmission. Electronic transmission of CUI information outside of the GSA network must use session encryption (or alternatively, file encryption) consistent with National Institute of Standards and Technology (NIST) SP 800-171. Encryption must be through an approved NIST algorithm with a valid certification, such as Advanced Encryption Standard or Triple Data Encryption Standard, in accordance with Federal Information Processing Standards Publication 140-2, Security Requirements for Cryptographic Modules, as required by GSA policy.
   b. By nonelectronic form or on portable electronic data storage devices. Portable electronic data storage devices include CDs, DVDs, and USB drives. Nonelectronic forms of CUI building information include paper documents, photographs, and film, among other formats.
      i. By mail. Contractors must only use methods of shipping that provide services for monitoring receipt such as track and confirm, proof of delivery, signature confirmation, or return receipt.
      ii. In person. Contractors must provide CUI building information only to authorized recipients with a Lawful Government Purpose to access such information. Further information on authorized recipients is found in section 1 of this clause.
3. Record keeping. Contractors must maintain a list of all entities to which CUI is disseminated, in accordance with sections 2 and 3 of this clause. This list must include, at a minimum:
   1) The name of the state, Federal, or local government entity, utility, or firm to which CUI has been disseminated;
   2) The name of the individual at the entity or firm who is responsible for protecting the CUI building information, with access strictly controlled and limited to those individuals having a Lawful Government Purpose to access such information;
   3) Contact information for the named individual; and
   4) A description of the CUI building information provided.

   Once "as built" drawings are submitted, the contractor must collect all lists maintained in accordance with this clause, including those maintained by any subcontractors and suppliers, and submit them to the CO. For Federal buildings, final payment may be withheld until the lists are received.

4. Safeguarding CUI documents. CUI building information (both electronic and paper formats) must be stored within controlled environments that prevent unauthorized access. GSA contractors and subcontractors must not take CUI building information outside of GSA or their own facilities or network, except as necessary for the performance of that contract. Access to the information must be limited to those with a Lawful Government Purpose for access.

5. Destroying CUI building information. When no longer needed, CUI building information must either be returned to the CO or destroyed in accordance with guidelines in NIST Special Publication 800-88, Guidelines for Media Sanitization.

6. Notice of disposal. The contractor must notify the CO that all CUI building information has been returned or destroyed by the contractor and its subcontractors or suppliers in accordance with paragraphs 4 and 5 of this clause, with the exception of the contractor's record copy. This notice must be submitted to the CO at the completion of the contract to receive final payment. For leases, this notice must be submitted to the CO at the completion of the lease term.

7. CUI security incidents. All improper disclosures or receipt of CUI building information must be immediately reported to the CO and the GSA Incident Response Team Center at gsa-ir@gsa.gov. If the contract provides for progress payments, the CO may withhold approval of progress payments until the contractor provides a corrective action plan explaining how the contractor will prevent future improper disclosures of CUI building information. Progress payments may also be withheld for failure to comply with any provision in this clause until the contractor provides a corrective action plan explaining how the contractor will rectify any noncompliance and comply with the clause in the future.

8. Subcontracts. The contractor and subcontractors must insert the substance of this clause in all subcontracts.

4.09 INDOOR AIR QUALITY (OCT 2019)

A. The Lessor shall control airborne contaminants at the source and/or operate the Space in such a manner that indoor air quality action limits identified in the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8), OSHA regulatory limits, and generally accepted consensus standards are not exceeded. .

B. The Lessor shall avoid the use of products containing toxic, hazardous, carcinogenic, flammable, or corrosive ingredients as determined from the product label or manufacturer's safety data sheet. The Lessor shall use available odor-free or low odor products when applying paints, glues, lubricants, and similar wet products. When such equivalent products are not available, lessor shall use the alternate products outside normal working hours. Except in an emergency, the Lessor shall provide at least 72 hours advance notice to the Government before applying chemicals or products with noticeable odors in occupied Spaces and shall adequately ventilate those Spaces during and after application.

C. The Lessor shall serve as first responder to any occupant complaints about indoor air quality (IAQ). The Lessor shall promptly investigate such complaints and implement the necessary controls to address each complaint. Investigations shall include testing as needed, to ascertain the source and severity of the complaint.

D. The Government reserves the right to conduct independent IAQ assessments and detailed studies in Space that it occupies, as well as in space serving the Space (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by:

1. Making available information on Building operations and Lessor activities;

2. Providing access to Space for assessment and testing, if required; and
3. Implementing corrective measures required by the LCO. The Lessor shall take corrective action to correct any tests or measurements that do not meet GSA policy action limits in the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8), OSHA regulatory limits and generally accepted consensus standards.

E. The Lessor shall provide to the Government safety data sheets (SDS) upon request for the following products prior to their use during the term of the Lease: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within the Space, common building areas, ventilation systems and zones serving the Space, and the area above suspended ceilings and engineering space in the same ventilation zone as the Space.

F. The Lessor shall use high efficiency (HEPA) filtration vacuums for cleaning and minimum MERV 10 rated ventilation system filtration whenever feasible.

G. The Lessor is encouraged to comply with best practices outlined in Appendix D- Indoor Air Quality in GSA Leased Facilities (Best Practices) within the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8).

4.10 HAZARDOUS MATERIALS (ON-AIRPORT) (OCT 2018)

The leased Space shall be free of hazardous materials, hazardous substances, and hazardous wastes, as defined by and according to applicable Federal, state, and local environmental regulations including, but not limited to, the following:

A. The leased Space shall be free of all asbestos containing materials, except undamaged asbestos flooring in the Space or undamaged boiler or pipe insulation outside the Space, in which case an asbestos management program conforming to EPA guidance shall be implemented.

B. The Lessor shall provide Space to the Government that is free from ongoing water leaks or moisture infiltration. The space and ventilation zones serving the space shall also be free of visible mold or actionable airborne mold.

1. Actionable mold is either visible mold or airborne mold of types and concentrations in excess of that found in the local outdoor air or non-problematic control areas elsewhere in the same building, whichever is lower. The Lessor shall safely remediate all actionable mold in accordance with sub-paragraph B.2 below

2. The Lessor shall be responsible for conducting the remediation in accordance with the relevant provisions of the document entitled "Mold Remediation in Schools and Commercial Buildings" (EPA 402-K-01-001, September 2008), published by EPA, as same may be amended or revised from time to time, and any other applicable Federal, state, or local laws, regulatory standards, and guidelines.

3. The Lessor acknowledges and agrees that the Government shall have a reasonable opportunity to inspect the leased Space after conclusion of the remediation. If the results of the Government's inspection indicate that the remediation does not comply with the plan or any other applicable Federal, state, or local laws, regulatory standards, or guidelines, the Lessor, at its sole cost, expense, and risk, shall immediately take all further actions necessary to bring the remediation into compliance.

4. If the Lessor fails to exercise due diligence, or is otherwise unable to remediate the actionable mold, the Government may implement a corrective action program in accordance with 2.18, Failure in Performance.

4.11 OCCUPANT EMERGENCY PLANS (OCT 2020)

The Lessor is required to cooperate, participate and comply with the development and implementation of the Government's Occupant Emergency Plan (OEP) and if necessary, a supplemental Shelter-in Place (SIP) Plan. Periodically, the Government may request that the Lessor assist in reviewing and revising its OEP and SIP Plan. The Plans, among other things, must include an annual emergency evacuation drill, emergency notification procedures for the Lessor's Building engineer or manager, Building security, local emergency personnel, and Government agency personnel.

SECTION 5 ADDITIONAL TERMS AND CONDITIONS

5.01 IDENTITY VERIFICATION OF PERSONNEL

A The Government reserves the right to verify identities of personnel with routine pre-occupancy and/or unaccompanied access to the Premises. The Lessor shall comply with the agency personal identity verification procedures below that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended.

B. The Lessor shall insert this paragraph in all subcontracts when the subcontractor is required to have physical access to a federally controlled facility or access to a federal information system. Lessor compliance with sub-paragraphs below will suffice to meet the Lessor's requirements under HSPD-12, OMB M-05-24, and FIPS PUB Number 201.

C. The Government reserves the right to conduct background checks on Lessor personnel and contractors with routine access to the Premises.

D. Upon request, the Lessor will notify the Government whether it will use either the manual process and submit completed fingerprint charts and background investigation forms, or use the electronic process of ID verification, completed through the e-QIP system. This would be done for each employee of the Lessor, as well as employees of the Lessor's contractors or subcontractors, who will provide building operating services requiring routine access to the Premises for a period greater than six (6) months. The Government may also require this information for the Lessor's employees, contractors, or subcontractors who will be engaged to perform alterations or emergency repairs in the Government's Space or, in consultation with the Lessor, reasonably allow such employees, contractors, and subcontractors access to the Premises without such fingerprinting and background investigation if escorted at all times by a Lessor's contractor/personnel who has successfully undergone such fingerprinting and has a current background investigation.

MANUAL PROCESS

The Lessor shall provide Form FD 258, Fingerprint Chart (available from the Government Printing Office at http://bookstore.gpo.gov), and Standard Form 85P, Questionnaire for Public Trust Positions, completed by each person and returned to the Lease Contracting Officer (LCO) (or the LCO's designated representative) within thirty (30) days from receipt of the forms.

ELECTRONIC PROCESS

A. The electronic process will be done through the e-QIP system. The Lessor's contractor/personnel will receive an email along with instructions for completing the Office of Personnel Management Electronic Questionnaire (e-QIP).

B. The contractor/personnel will have up to seven (7) business days to login and complete the e-QIP for the background investigation.

C. The contractor/personnel will be instructed to access the website, and will receive on screen instructions which include but are not limited to:
1. How to Log In;
2. How to Answer and Create New Golden Questions;
3. What Additional Documents to Send;
4. How to Print and Sign two Signature Forms (Certification That My Answers Are True);
5. How to complete the submission process, press the "Release /Request Transmit to the Agency" and exit the process; and
6. Where to Send.

D. The Lessor must ensure prompt input, and timely receipt of the following, from its contractor/personnel:
1. Two (2) FBI Fingerprint Cards (Form FD-258) or one (1) card produced by a livescan device;
2. Certification That My Answers Are True; and
3. Authorization for Release of Information.

E. The Lessor must ensure the LCO (or the LCO's designated representative) has all of the requested documentation to ensure the completion of the background investigation.

F. Based on the information furnished, the Government will conduct background investigations of the contractor/personnel. The LCO will advise the Lessor in writing if a contractor/personnel fails the investigation, and, effective immediately, the individual will no longer be allowed to work or be assigned to work in the Premises. Provided however, the foregoing provisions of this subsection shall not apply to individuals under escort by a Lessor's contractor/personnel who has successfully undergone fingerprinting and has a current background investigation.

G. Throughout the life of the Lease, the Lessor shall provide the same data for any new employees, contractors, or subcontractors who will be assigned to the Premises. In the event the Lessor's contractor or subcontractor is subsequently replaced, the new contractor or subcontractor is not required to submit another set of these forms for contractor/personnel who were cleared through this process while employed by the former contractor or subcontractor. The Lessor shall resubmit Form FD 258 and Standard Form 85P for every contractor/personnel on a five (5) year basis. Provided however, the foregoing provisions of this subsection shall not apply to individuals under escort by a Lessor's contractor/personnel who has successfully undergone fingerprinting and has a current background investigation.

5.02 SECURITY

The Lessor shall ensure that the Premises conform, at the Lessor's sole expense to Department of Homeland Security and Customs and Border Protection Minimum Security Requirements, as well as the Physical Security Criteria for Federal Facilities established by the Interagency Security Committee.

5.03 LIABILITY

A. The Lessor may seek remedy for claims against the Government in accordance with the Federal Tort Claims Act, 28 U.S.C. §§ 2671 – 2680 as amended.

B. The Lessor shall save harmless and indemnify the Government from any claimed or adjudged liability arising out of the maintenance or condition of the Property.

5.04 AVAILABILITY OF FUNDS

In accordance with 31 U.S.C. § 1341 and 41 U.S.C. § 6301, and other applicable federal laws, CBP's liability under this Lease and every term and condition herein is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. Nothing in this Lease may be considered as implying that Congress will at a later date appropriate funds sufficient to meet deficiencies. Nothing in this Lease may be construed or interpreted to obligate the Government to any current or future expenditure of funds in advance of, or in excess of, the availability of appropriations, nor does this Lease obligate the Government to spend funds for any particular project or purpose, even if funds are available.

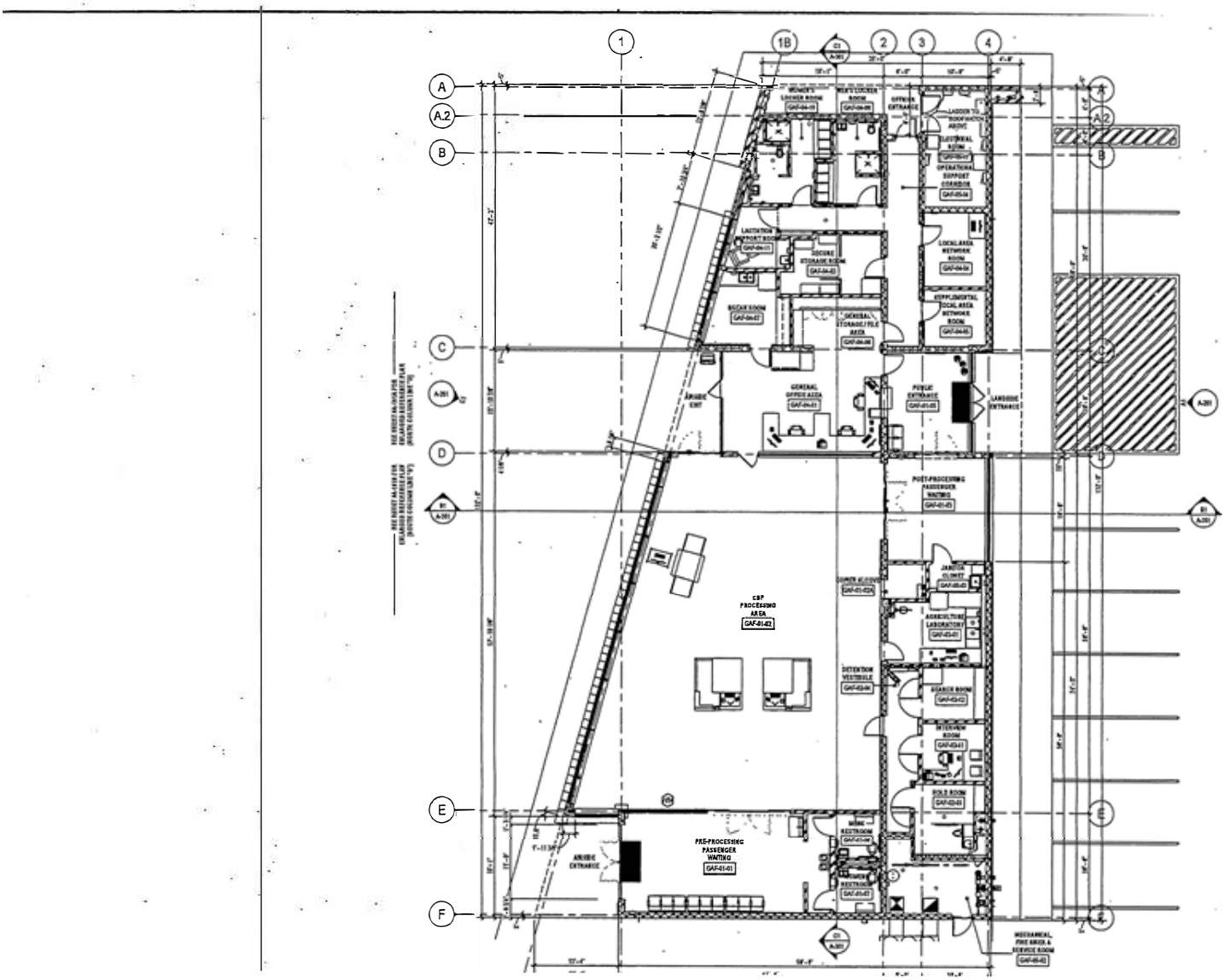
5.05 SOVEREIGN IMMUNITY

Nothing in this Lease constitutes or can be construed as a waiver of sovereign immunity.

5.06 NO PRIVATE RIGHT OR BENEFIT CREATED

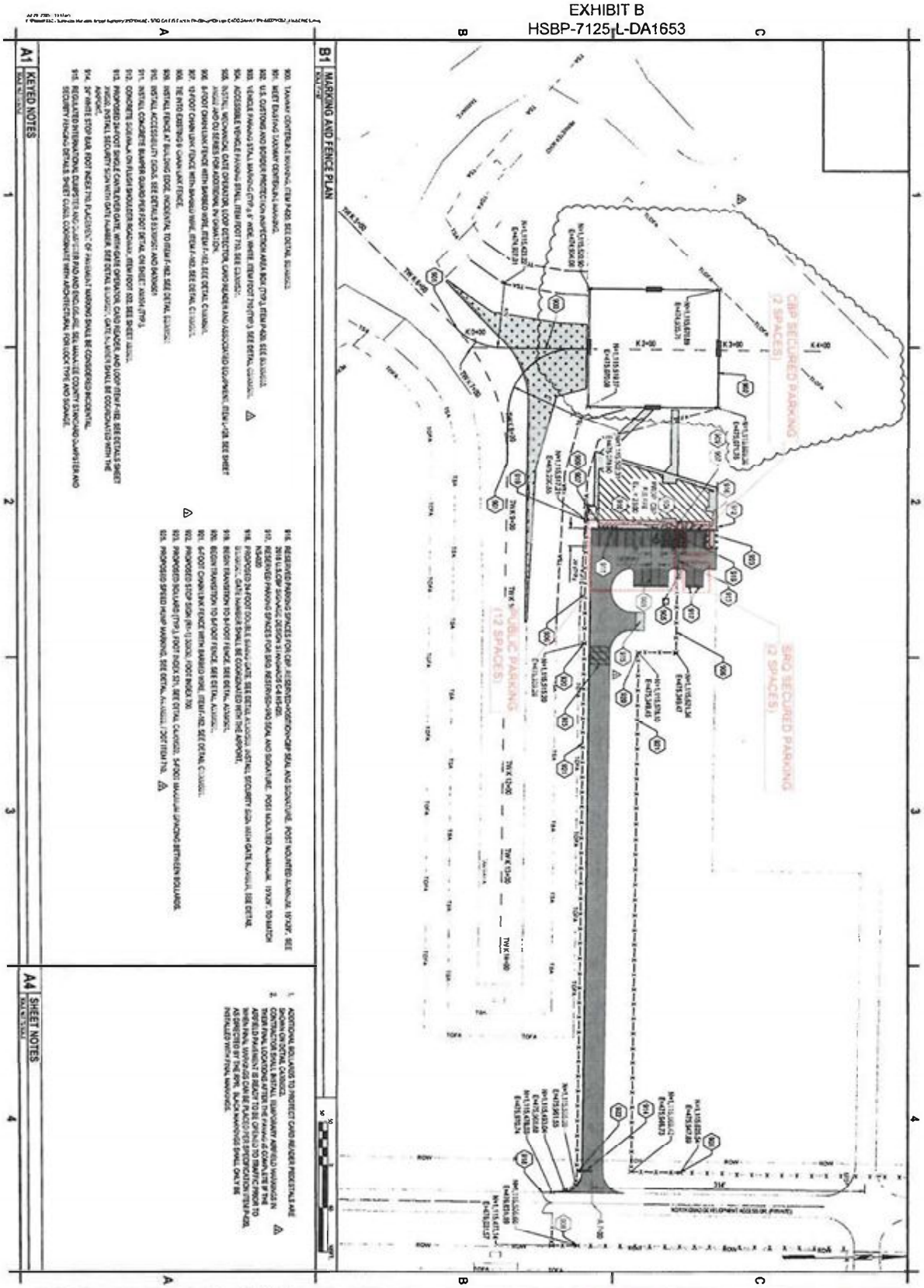
The parties agree that this Lease is not intended and should not be construed to create any right or benefit, substantive or procedural, enforceable at law by an outside party against either the Lessor or the Government.

Exhibit A
HSBP-7125-L-DA1653



INITIALS: _____ & _____
LESSOR GOVERNMENT

EXHIBIT B
HSBP-7125-L-DA1653



SARASOTA MANATEE AIRPORT AUTH.
GENERAL AVIAITON FEDERAL
INSPECTION STATION FACILITY
7820 PILATUS COURT
SARASOTA, FL 34243

C&S Engineers, Inc.

INITIALS: &
LESSOR GOVERNMENT

Exhibit C

ADDENDUM to the System for Award Management (SAM) REPRESENTATIONS AND CERTIFICATIONS (Acquisitions of Leasehold Interests in Real Property)	Request for Lease Proposals Number HSBP-7125-L-DA1653	Dated

Complete appropriate boxes, sign the form, and attach to offer.
The Offeror makes the following additional Representations. NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

1. ANNUAL REPRESENTATIONS AND CERTIFICATIONS FOR LEASEHOLD ACQUISITIONS (APR 2015)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 531120, unless the real property is self-storage (#531130), land (#531190), or residential (#531110).

(2) The small business size standard is 38.5 Million in annual average gross revenue of the concern for the last 3 fiscal years.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) The System for Award Management (SAM) is a centrally located, searchable database which assists in the development, maintenance, and provision of sources for future procurements. The Offeror, by signing this addendum, hereby certifies he is registered in SAM.

☒ Registration Active and Copy Attached

2. 552.203-72 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT FEDERAL TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION) (OCT 2013)

(a) In accordance with Sections 630 and 631 of Division of the Consolidated Appropriations Act, 2012 (Pub. L. 112-74), and Section 101 of the Continuing Appropriations Act, 2014 (Pub. L. 113-16) none of the funds made available by the Continuing Appropriations Act 2014 may be used to enter into a contract action with any corporation that---

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government, or

(2) Was convicted, or had an officer or agent of such corporation acting on behalf of the corporation convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation or such officer or agent and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Contractor represents that—

→ (1) It is [ ] is not [ ] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or

Exhibit C

have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(2) It is [ ] is not [ ] a corporation that was convicted, or had an officer or agent of the corporation acting on behalf of the corporation, convicted of a felony criminal violation under any Federal law within the preceding 24 months.

OFFEROR OR LEGALLY AUTHORIZED REPRESENTATIVE	NAME, ADDRESS (INCLUDING ZIP CODE) _____ Signature	TELEPHONE NUMBER _____ Date

SAM.GOV®

SARASOTA MANATEE AIRPORT AUTHORITY

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
UB7CPFJAYN95	**41UX5**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Aug 18, 2027**	
Physical Address	Mailing Address	
6000 Rick Piccolo CIR **Sarasota, Florida 34243-2105** **United States**	**6000 Rick Piccolo CIR** **Sarasota, Florida 34243-2105** **United States**	

Business Information

Doing Business as	Division Name	Division Number
(blank)	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Florida 17	**(blank) / (blank)**	**https://www.flysrq.com**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Sep 2, 2026	**Aug 18, 2026**	**Aug 3, 2026**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Jun 3, 1955	**Sep 30**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
U.S. Government Entity	**US State Government**	**(blank)**
Profit Structure		
(blank)		

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Other Government Entities

Airport Authority

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
Yes	**(blank)**

EFT Indicator	CAGE Code
0000	**41UX5**

Points of Contact

Electronic Business

KEVIN PODSIAD, EXEC. VP, CFO

Sarasota Manatee Airport Authority
6000 Rick Piccolo Circle
Sarasota, Florida 34243
United States

CONNIE REMSCHEID

Sarasota Manatee Airport Authority
6000 Rick Piccolo Circle
Sarasota, Florida 34243
United States

Government Business

KEVIN PODSIAD, Exec. VP, CFO

Sarasota Manatee Airport Authority
6000 Rick Piccolo
Sarasota, Florida 34243
United States

Past Performance

SONYA GRAY, Sr. Accountant

Sarasota Manatee Airport Authority
6000 Rick Piccolo Circle
Sarasota, Florida 34243
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**926120**	**Regulation And Administration Of Transportation Programs**

Product and Service Codes

PSC	PSC Name
E1BD	**Purchase Of Airport Runways And Taxiways**
E1BE	**Purchase Of Airport Terminals**
E1LA	**Purchase Of Airport Service Roads**
M1BD	**Operation Of Airport Runways And Taxiways**
M1BE	**Operation Of Airport Terminals**
M1LA	**Operation Of Airport Service Roads**

Disaster Response

This entity does not appear in the disaster response registry.

Exhibit D: Telecommunications and Video Services
CBP Lease Number: HSBP-7125-L-DA1653

Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment

See instructions within the representation regarding whether or not completion of this form is required If required, complete appropriate boxes, sign the form, and return form, along with any other required disclosure information, to LCO or his/her designee.
NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2025)

As prescribed in 4.2105(a), insert the following provision:

Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021) The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Products or Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a)Definitions. As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b)Prohibition.

(1)Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i)Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii)Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2)Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or

essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) Representation. The Offeror represents that—

(1) It □ will, □ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It □ does, □ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) Disclosures.

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and

explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

OFFEROR OR LEGALLY AUTHORIZED REPRESENTATIVE	NAME, ADDRESS (INCLUDING ZIP CODE)	TELEPHONE NUMBER
	_____ Signature	_____ Date

Exhibit E

HSBP-7125-L-DA1653

5519 W Hillsborough Avenue
Tampa, FL 33634

U.S. Customs and Border Protection

U. S. CUSTOMS AND BORDER PROTECTION (CBP)
MEMORANDUM OF AGREEMENT TO REIMBURSE CBP

This Memorandum of Agreement ("MOA") outlines the agreement between Sarasota"Bradenton International Airport (SRQ) (Sponsor) and CBP regarding the sponsor's responsibility to reimburse CBP for costs related to providing communications and information technology (IT) equipment and services at the below named User Fee Airport location. The legal authority for CBP to enter into and require such an agreement is found at 6 U.S.C. § 231; 8 U.S.C. §§ 1223-1224, 1356(a); 19 U.S.C. §§ 58(b), 1459, 1461, 1499, 1524, 1644a; 8 C.F.R. Patt234; 19 C.F.R. Pait 122.

User Fee Airport Owner/Operator: Sarasota/Bradenton IA General Aviation Facility

Location: 7820 Pilatus Court
Sarasota FL. 34243

AIRPORT OWNER/OPERATOR'S RESPONSIBILITIES

Data and Cabling
Sarasota/Bradenton IA General Aviation Facility is responsible for the procurement and installation of all data cabling and electrical components required for connectivity of systems and equipment, according to CBP Office of Information Technology (OIT) provided specifications. Sarasota-Bradenton International Airport is required to provide a two-week advanced notice of all cable pulls to allow CBP to observe installation.

Reimbursement of Equipment, Initial Service, and Recurring Costs
Sarasota/Bradenton IA General Aviation Facility agrees to reimburse CBP for all equipment and connectivity costs, including installation, maintenance, and recurring costs, at the Sarasota/Bradenton IA General Aviation Facility. Current estimated equipment and initial service costs total $14,057.50. The estimated annual recurring costs are $0.00. CBP OIT's Cost Estimate titled "SAR02JA" is attached.

Sarasota/Bradenton IA General Aviation Facility will be billed the actual costs for the equipment and services identified in CBP OIT's Cost Estimate SAR021A, along with any outstanding reimbursements due from any previously executed agreement(s). RecmTing out-year network circuit charges, and the cost of any necessary replacement equipment not covered under warranty, will also be billed to Sarasota/Bradenton IA General Aviation Facility.

Equipment Upgrades
Upgrades to CBP equipment and connectivity may be required on a schedule determined by CBP (approximately every 3-5 years, as needed). Sarasota/Bradenton IA General Aviation Facility is responsible for the cost of required upgrades. CBP will provide Sarasota/Bradenton IA General Aviation Facility a minimum of 180 days advance notice of any required upgrades.

INITIALS: _____ & _____
LESSOR GOVERNMENT

Exhibit E

HSBP-7125-L-DA1653

Payment Process

A copy of this signed agreement will be forwarded to the CBP National Finance Center (NFC). Upon receipt and acceptance of equipment by CBP, the NFC will issue Sarasota/Bradenton IA General Aviation Facility a bill for the actual equipment and initial services costs, as detailed in CBP OIT Cost Estimate SAR021A. The CBP NFC will bill Sarasota/Bradenton IA General Aviation Facility 30 days prior to the due date for recurring out-year network and connectivity charges owed, along with any sums owed for replacement equipment not covered by manufacturer warranties.

Pursuant to 19 C.F.R. § 24.3a, any amounts due CBP under the terms of this agreement that are more than 30 days past-due will begin accruing interest charges based on U.S. Treasury borrowing rates and may ultimately be referred for collection.

SRQ Payable Information

Tax Identification Number: 59-6001787

Bill To Representative: Kevin Podslad, EVP/CFO SMAA

Phone Number: 941-359-2770 Ext 4240

Email Address: kevin.podslad@flysrq.com

Address: 6000 Airport Circle Sarasota FL 34243

Equipment Ownership

CBP will retain possessory ownership of all equipment used in CBP operations until CBP vacates the premises. CBP will transfer the equipment reimbursed by Sarasota/Bradenton IA General Aviation Facility when CBP vacates the premises. Within two months (60-days) of installation and reimbursement, CBP OIT will deliver a list of serial numbers and/or other identification and warranty information for Sarasota/Bradenton IA General Aviation Facility reimbursed equipment to the point of contact listed below.

SRQ Equipment Administrator: Evan Knighting

Email Address: evan.knighting@flysrq.com

Phone Number: 941-359-2770 Ext 4224

Ship to Address: 6000 Airport Circle Sarasota FL 34243

U.S. CUSTOMS AND BORDER PROTECTION (CBP) RESPONSIBILITIES

Equipment Connectivity and Maintenance

CBP OIT will be responsible for ordering and installing required circuit, data equipment, and connection(s) from Sarasota/Bradenton IA General Aviation Facility to the CBP National Data Center. CBP is also responsible for imaging, maintaining, and controlling all equipment listed in the attached CBP OIT Cost Estimate SAR021A. Sarasota/Bradenton IA General Aviation Facility will incur no CBP OIT charged service fees for any equipment maintenance/repair/replacement covered by CBP procured equipment warranties.

INITIALS: _____ & _____

LESSOR GOVERNMENT

Exhibit E

HSBP-7125-L-DA1653

Data Ownership

All data entered and/or stored in any manner on the equipment covered by this MOA shall belong to the United States and is confidential and protected information. It is CBP's responsibility to properly remove data before possession of any equipment is transferred to Sarasota-Bradenton International Airport. In the event data inadvertently remains on any equipment after transfer, Sarasota-Bradenton International Airport shall keep the information confidential and immediately notify CBP so that CBP can remove the data.

AUTHORIZATION

Authorized Representative

The signatory to this MOA represents and warrants that he or she is a duly authorized representative of Sarasota-Bradenton International Airport, with full power and authority to enter into this MOA and to bind Sarasota-Bradenton International Airport with regard to all matters relating to this agreement.

Agreement to these terms is attested by the signatures below.

Fredrick J Piccolo
President and Chief Executive Officer
Sarasota-Bradenton International Airport

Fredrick.Piccolo@flysrq.com
Email Address

10-3-25
Date

Alberto Sabat
Assistant Area Port Director
Office of Field Operations, Miami Field Office
U.S. Customs and Border Protection

Albert.Sabat@cbp.dhs.gov
Email Address

10/6/25
Date

INITIALS: _____ & _____
LESSOR GOVERNMENT

Exhibit F

HSBP-7125-L-DA1653

U.S. Customs and Border Protection
Cost Sign-Off Document*

(*Actual costs will be derived from actual obligations)

This is a Rough Order of Magnitude Estimate.

Final costs will be determined once the network designs are completed

Site Code: SAR021A
Site Name: SARASOTA/BRADENTON IA GENERAL AVIATION FACILITY
Site Address: 7820 PILATUS COURT, SARASOTA, FLORIDA, 34243
Date Prepared: 9/23/2025
Preparer: Ricardo Espinoza

Equipment and Service Costs

Data Equipment Costs (OCC-31)

Line Item	Description	Qty	Unit Cost	Total
10	There are no Data Equipment Costs associated with this request. Note: Data Equipment was on CSO SAR021A-OFO-25383C	0	$0.00	**$0.00**
20	**15% Cost Contingency for Equipment**	0	$0.00	**$0.00**
	Total Data Equipment Costs:			**$0.00**

Network Equipment Costs (OCC-31)

30	There are no Network Equipment Costs associated with this request. Note: Network Equipment was on CSO SAR021A-OFO-25383C	0	$0.00	**$0.00**
40	**15% Cost Contingency for Equipment**	0	$0.00	**$0.00**
	Total Network Equipment Costs:			**$0.00**

Voice Equipment Costs (OCC-31)

50	There are no Voice Equipment Costs associated with this request.	0	$0.00	**$0.00**
60	**15% Cost Contingency for Equipment**	0	$0.00	**$0.00**
	Total Voice Equipment Costs			**$0.00**

BSDP Equipment Costs (OCC-31)

70	There are no BSDP Equipment Costs associated with this request.	0	$0.00	**$0.00**
80	**10% Equipment Contingency Costs**	0	$0.00	**$0.00**
	Total BSDP Equipment Costs:			**$0.00**

Tactical Communication (TACCOM) Equipment Costs (OCC-31):

90	MCD 5000 Deskset	4	$1,950.00	**$7,800.00**
100	Network Switch PoE 8 Port	1	$1,250.00	**$1,250.00**
110	Ancillary Equipment (cables, connectors, mount, SPD, etc.)	1	$1,000.00	**$1,000.00**
120	**15% Cost Contingency for Equipment**	1	$1,507.50	**$1,507.50**
	Total Communication Equipment Costs:			**$11,557.50**

	TOTAL EQUIPMENT COSTS:			**$11,557.50**

Service Costs

Circuit Costs (OCC-23)

130	There are no Circuit Service Costs associated with this request. Note: Circuit Service Costs was on CSO SAR021A-OFO-25383C	0	$0.00	**$0.00**
	Total Circuit Costs:			**$0.00**

BSDP Services Costs (OCC-25)

140	There are no BSDP Service Costs associated with this request.	0	$0.00	**$0.00**
150	**10% Service Costs**	0	$0.00	**$0.00**
	Total BSDP Contract Services Costs:			**$0.00**

INITIALS: _____ & _____

LESSOR GOVERNMENT

Exhibit F

HSBP-7125-L-DA1653

Line Item	Description	Qty	Unit Cost	Total
	Cabling Service Costs (OCC-25)			
160	There are no Cabling Service Costs associated with this request.	0	$0.00	$0.00
	Total Cabling Services Costs:			$0.00
	TACCOM Installation Services Costs (OCC-25)			
170	There are no TACCOM Installation Services Costs associated with this request.	0	$0.00	$0.00
	Total TACCOM Installation Services Costs :			$0.00
	Government Travel (OCC-21)			
180	TACCOM Travel (CONUS) - Site Survey/Installation	1	$2,500.00	$2,500.00
	Total Government Travel Costs:			$2,500.00
	TOTAL SERVICE COSTS:			$2,500.00
	TOTAL ESTIMATED INITIAL EQUIPMENT AND SERVICES COSTS			$14,057.50
	Out Year Recurring Service Costs			
	Circuit Recurring Costs (OCC-23)			
190	There are no Circuit Service Costs associated with this request. Note: Circuit Service Costs was on CSO SAR021A-OFO-25383C	0	$0.00	$0.00
200	15% Cost Contingency for Tax / USF	0	$0.00	$0.00
	Total Recurring Circuit Costs:			$0.00
	Network Equipment Service Costs (OCC-25)			
210	There are no Network Equipment Service Costs associated with this request. Note: Network Equipment Service Costs was on CSO SAR021A-OFO-25383C	0	$0.00	$0.00
	Total Recurring Network Service Costs:			$0.00
	BSDP Service Costs (OCC-25)			
220	There are no BSDP Service Costs associated with this request.	0	$0.00	$0.00
	Total Recurring BSDP Service Costs:			$0.00
	TACCOM Annual Operation and Maintenance Costs (OCC-25)			
230	There are no TACCOM Service Costs associated with this request.	0	$0.00	$0.00
	Total Recurring TACCOM Service Costs:			$0.00
	TOTAL ANNUAL RECURRING COSTS			$0.00

NOTE: The OIT Cost Sign-Off Document and the associated estimated costs listed above expires 90 days from the above Date Prepared or at the end of the Governments current fiscal year, whichever comes first. After such time, a new OIT Cost Sign-Off Document is required.

Acceptance

By signing below, I accept any and all costs associated with the purchase and installation of equipment itemized above.

Authority Signature:	**Date:**
	10-3-25
Authority Printed Name:	
Fredrick J. Piccolo, AAE, President/CEO, SMAA	
Phone/Email Address:	
(941) 359-2770 xt. 4200 / fredrick.piccolo@flysrq.com	

OIT REFERENCE Number: SAR021A-OFO-26012C
Document Expiration Date: 1/30/2026

INITIALS: _____ & _____
LESSOR GOVERNMENT

Exhibit F

HSBP-7125-L-DA1653

Line Item	Description	Qty	Unit Cost	Total
NOTE: The OIT Cost Sign-Off Document and the associated estimated costs listed above expires 90 days from the above Date Prepared or at the end of the Governments current fiscal year, whichever comes first. After such time, a new OIT Cost Sign-Off Document is required.				
Acceptance				
By signing below, I accept any and all costs associated with the purchase and installation of equipment itemized above.				
Authority Signature:			Date:	
			9-22-25	
Authority Printed Name:				
Fredrick J. Piccolo, AAE, President/CEO, SMAA				
Phone/Email Address:				
(941) 359-2770 xt. 4200 / fredrick.piccolo@flysrq.com				
OIT REFERENCE Number: SAR021A-OFO-25383C				
Document Expiration Date: 9/30/2025				

INITIALS: _____ & _____

LESSOR GOVERNMENT

Exhibit F
HSBP-7125-L-DA1653

DEPARTMENT OF HOMELAND SECURITY
U.S. Customs and Border Protection

OMB APPROVAL NO. 1651-0064
EXPIRATION DATE 05-31-2016

CREATE/UPDATE IMPORTER IDENTITY FORM

19 CFR 24.5

As the importer, consignee, or other party listed in block 1, you are responsible for the validity of the information provided in this document. Any Customs Broker or third party who is submitting the information on your behalf is only obligated to convey this information to Customs and Border Protection (CBP).

TYPE OF ACTION (Mark all applicable): ☒ Notification of identification number ☐ Change of name* ☐ Change of address*

1. NAME AND IDENTIFICATION NUMBER

1A. Importer/Business/Private Party Name:	1B. Internal Revenue Service (IRS) number/Social Security Number (SSN):
Sarasota Manatee Airport Authority	59-6001787
1C. ☐ DIV ☐ AKA ☐ DBA	1D. DIV/AKA/DBA Name: N/A

1E. ☐ I wish to be assigned a CBP Number. Check here if requesting a CBP-assigned number and indicate reason(s). Check all reasons that apply.
☐ I have a SSN, but wish to use a CBP-Assigned Number on all my entry documents ☐ I have no Social Security Number ☐ I have no IRS Number ☐ I have not applied for an IRS number or SSN ☐ I am not a U.S. Resident

1F. CBP-Assigned Number:

1G. Type of Company: ☐ Corporation ☐ Partnership ☐ LLC ☐ Sole Proprietorship ☐ Individual ☐ U.S. Government ☐ State/Local Government ☐ Foreign Government

1H. If you are an importer, how many entries do you plan on filing in a year? Please select from the following: ☐ 1-5 per year ☐ 5-25 per year ☐ 25 or more per year ☐ infrequent personal shipments, or ☐ I do not intend to import.

1I. How will the identification number be utilized? Please select all options that will apply: ☐ Importer of Record ☐ Consignee/Ultimate Consignee ☐ Drawback Claimant ☐ Refunds/Bills, or ☐ Other _____

1J. Program Code 1:	1K. Program Code 2:	1L. Program Code 3:	1M. Program Code 4:

2. ADDRESS INFORMATION

2A. MAILING ADDRESS

Street Address 1:	City:	State/Province:
6000 Airport Circle	Sarasota	FL
Street Address 2:	Zip Code:	Country ISO Code:
	34243	USA

Is the address in 2A, a ☐ Residence ☐ Corporate Office ☐ Warehouse ☐ Retail Location ☐ Office Building ☐ Business Service Center ☐ Post Office Box or ☒ Other - Explain: Airport Administrative Office

2B. PHYSICAL LOCATION ADDRESS

Street Address 1:	City:	State/Province:
6000 Airport Circle	Sarasota	FL
Street Address 2:	Zip Code:	Country ISO Code:
	34243	USA

Is the address in 2B, a ☐ Residence ☐ Corporate Office ☐ Warehouse ☐ Retail Location ☐ Office Building or ☒ Other - Explain: Airport Terminal/Admin Office

2C. Phone number:	Extension:	2D. Fax number:
941-359-2770	4200	941-359-5054
2E. Email address:		2F. Website:
fredrick.piccolo@flysrq.com		https://flysrq.com

3. COMPANY INFORMATION

3A. Provide a brief business description: Owner/Operator of Sarasota Bradenton International Airport

3B. Provide the 6-digit North American Industry Classification System (NAICS) code for this business: _____

3C. Provide the D-U-N-S Number for the Importer: _____

3D. If you are also a broker/self-filer, supply the filer code that will be used when conducting business with CBP: _____

INITIALS: _____ & _____
LESSOR GOVERNMENT

Exhibit F
HSBP-7125-L-DA1653

3E. Year established: 1989

3F. List the names and Internal Revenue Service (IRS) employer identification, Social Security or CBP-assigned numbers for current or previous related business entities.

Related Business	Name of Business Entities	IRS/SSN/CBP Assigned Number
☐ Current ☐ Previous		
☐ Current ☐ Previous		
☐ Current ☐ Previous		

3G. Primary Banking Institution: _____ (Name)

(Bank Routing Number) (City) (State) (Country ISO Code)

3H. Certificate or Articles of Incorporation - (Locator I.D.) _____

3I. Certificate or Articles of Incorporation – (Reference Number) _____

3J. Business Structure/Beneficial Owner/Company Officers - The officers listed in this section must have importing and financial business knowledge of the company listed in section 1 of this form and must have legal authority to make decisions on behalf of the company listed in section 1. Elements designated below with an asterisk are optional data fields.

Company Position Title:	Name (First, Middle, Last):		
Executive VP, CFO	Kevin Podsiad, CPA, CM		
Direct Phone Number:	Extension:	Direct Email:	
941-359-2770	4240	kevin.podsiad@flysrq.com	
*Social Security Number:	*Passport Number:	*Country of Issuance:	*Passport Expiration Date:
*Passport Type: ☐ Regular ☐ Official ☐ Diplomatic ☐ Passport Card			

Company Position Title:	Name (First, Middle, Last):		
Direct Phone Number:	Extension:	Direct Email:	
*Social Security Number:	*Passport Number:	*Country of Issuance:	*Passport Expiration Date:
*Passport Type: ☐ Regular ☐ Official ☐ Diplomatic ☐ Passport Card			

Company Position Title:	Name (First, Middle, Last):		
Direct Phone Number:	Extension:	Direct Email:	
*Social Security Number:	*Passport Number:	*Country of Issuance:	*Passport Expiration Date:
*Passport Type: ☐ Regular ☐ Official ☐ Diplomatic ☐ Passport Card			

Company Position Title:	Name (First, Middle, Last):		
Direct Phone Number:	Extension:	Direct Email:	
*Social Security Number:	*Passport Number:	*Country of Issuance:	*Passport Expiration Date:
*Passport Type: ☐ Regular ☐ Official ☐ Diplomatic ☐ Passport Card			

4. CERTIFICATION

By my signature below, I certify that, to the best of my knowledge and belief, all of the information included in this document is true, correct, and provided in good faith. I understand that if I make an intentional false statement, or commit deception or fraud in this 5106 document, I may be fined or imprisoned (18 U.S.C. § 1001).

Printed or Typed Full Name and Title:		Signature:	
Fredrick J. Piccolo, AAE, President/CEO			
Telephone Number:	Date:	Broker Name:	Telephone Number:
941-359-2770		N/A	

INITIALS: _____ & _____

LESSOR GOVERNMENT

EXHIBIT G

***Offerors' Initial Representation**: Complete the representation below, sign and return to the Lease Contracting Officer (LCO) or his/her designee. NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.*

***Lessors' Representation**: Complete the annual representation below, sign and return to the Administrative Lease Contracting Officer (ALCO) or his/her designee.*

***Novation Transferees' Representation**: Complete the representation below, sign and return to the ALCO or his/her designee along with other required novation documentation.*

552.270-33 Foreign Ownership and Financing Representation for High-Security Leased Space.

FOREIGN OWNERSHIP AND FINANCING REPRESENTATION
FOR HIGH-SECURITY LEASED SPACE (JUN 2021)

a) *Definitions*. As used in this clause–

Financing means the process of raising or providing funds through debt or equity for purposes of meeting the requirements of the Lease, including, but not limited to, acquisition, maintenance, and construction of, or improvements to, the Property.

Foreign entity means a:
i) Corporation, company, business association, partnership, society, trust, or any other nongovernmental entity, organization, or group that is headquartered or organized under the laws of a country that is not the United States or a state, local government, tribe, or territory within the United States; or
ii) Government or governmental instrumentality that is not the United States Government.

Foreign person means an individual who is not:
i) A United States citizen; or
ii) An alien lawfully admitted for permanent residence in the United States.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror or Lessor, or that owns or controls one or more entities that control an immediate owner of the offeror or Lessor. No entity owns or exercises control of the highest-level owner.

Immediate owner means an entity, other than the offeror or Lessor, that has direct control of the offeror or Lessor. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

Unique entity identifier means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

b) *Timing*. The Offeror or Lessor shall complete this representation when submitting a proposal. If the Offeror is the successful awardee, the Offeror (now Lessor) shall review, update, and provide this representation on an annual basis, reflecting all changes to immediate owner, highest-level owner and financing during the preceding 1-year period, starting one year from the Lease Term Effective Date through final payment of any contract. If the Lessor intends to transfer the lease to a successor in interest under the circumstances set forth in FAR 42.1204, the Lessor shall submit this representation to the Lease Contracting Officer with any request to novate the lease. The Offeror or Lessor is responsible for the currency, accuracy and

EXHIBIT G

completeness of the data disclosed, and for any liability resulting from the Government's reliance on inaccurate or incomplete data.

c) *Immediate owner*.

(1) The Offeror or Lessor represents that it ☐does or ☐does not have an immediate owner.

(2) If the Offeror or Lessor indicates "does" in paragraph (c)(1) of this clause, then enter the following information for the immediate owner. If the offeror or Lessor has more than one immediate owner (e.g., joint venture), then the offeror or Lessor shall provide the information for each entity.

Legal Name: _____
(do not use a “doing business as” name)

Unique entity identifier: _____
(if available)

(3) If the Offeror or Lessor indicates "does" in paragraph (c)(1) of this clause, then complete this additional representation: Is the immediate owner a foreign entity?: ☐ Yes or ☐ No.

(4) If the Offeror or Lessor indicates "does" in paragraph (c)(1) of this clause, then complete this additional representation: Is the immediate owner a foreign person?: ☐ Yes or ☐ No.

(5) If the Offeror or Lessor indicates "Yes" in either paragraph (c)(3) or (4) of this clause, indicating that there is foreign ownership (as a foreign entity or foreign person), then enter the following information for the foreign owner (respond for each as applicable).

Physical Address: _____

Country: _____

d) *Highest-level owner*.

(1) The Offeror or Lessor represents that the immediate owner, if any, ☐is or ☐is not owned or controlled by another entity?

(2) If the Offeror or Lessor indicates "is" in paragraph (d)(1) of this clause, indicating that the immediate owner is owned or controlled by another entity, then enter the following information for the highest-level owner.

Legal Name: _____
(do not use a “doing business as” name)

Unique entity identifier: _____
(if available)

(3) If the Offeror or Lessor indicates "is" in paragraph (d)(1) of this clause, then complete this additional representation: Is the highest-level owner a foreign entity?: ☐ Yes or ☐ No.

(4) If the Offeror or Lessor indicates "is" in paragraph (d)(1) of this clause, then complete this additional representation: Is the highest-level owner a foreign person?: ☐ Yes or ☐ No.

EXHIBIT G

(5) If the Offeror or Lessor indicates "Yes" in either paragraph (d)(3) or (4) of this clause, indicating that there is foreign ownership (as a foreign entity or foreign person), then enter the following information for the foreign owner (respond for each as applicable).

Physical Address: _____

Country: _____

e) *Financing entity*.

(1) The Offeror or Lessor represents that the financing ☐ does or ☐ does not involve a foreign entity?

(2) The Offeror or Lessor represents that the financing ☐ does or ☐ does not involve a foreign person?

(3) If the Offeror or Lessor indicates "does" in either paragraph (e)(1) or (2) of this clause, indicating foreign financing (as a foreign entity or foreign person), then enter the following information for the foreign financing (respond for each as applicable).

Legal Name: _____
(do not use a “doing business as” name)

Unique entity identifier: _____
(if available)

Physical Address: _____

Country: _____

(End of clause)

Offeror/Lessor:

Sign and date: _____

Name and title: _____

SARASOTA MANATEE AIRPORT AUTHORITY
NOVEMBER 17, 2026, REGULAR MEETING
STAFF NARRATIVE

REQUEST TO APPROVE
TERMINAL BUILDING LEASE AGREEMENT WITH ALCLEAR, L.L.C.

EXECUTIVE SUMMARY: Request to approve a Terminal Building Lease Agreement with ALCLEAR, L.L.C. providing passenger screening and identification services.

NARRATIVE: ALCLEAR, L.L.C. ("CLEAR") is an Aviation Registered Traveler Program Participant and a paid airport security service provider that uses biometrics (eyes, face, or fingerprints) to verify passenger identities so they can bypass the passenger security screening line at participating U.S. airports. CLEAR also provides Transportation Security Administration ("TSA") Pre-Check enrollment service and CLEAR concierge service. CLEAR services are currently available at 62 U.S. airports and are expanding.

The Sarasota Manatee Airport Authority (the "Authority") and CLEAR are parties to that certain month-to-month lease agreement, dated November 14, 2024, for approximately 238 SF of office and storage space in the Terminal at Sarasota Bradenton International Airport (the "Airport"). CLEAR currently provides "CLEAR Mobile" at the Airport, a light version of its overall available screening and identification services in a single passenger screening line at the Concourse B security checkpoint. CLEAR is a tenant in good standing and has recently proposed to replace CLEAR Mobile at the Airport with CLEAR Full Service, release its existing premises, and lease approximately 363 SF of office and storage space plus 466 SF of checkpoint area from the Authority (the "Lease").

The proposed Lease totals approximately 829 SF of space in the Terminal at the existing rental rate of $107.71/SF, or $89,291.59 per year, subject to annual adjustments by the Authority (the "Premises"). The Lease includes an initial five (5) year term with two (2) one-year renewal terms, subject to prior written approval of the Authority (collectively, the "Term"), further subject to early termination by either Party, with or without cause, upon 90-day prior written notice. As compensation for the right to conduct business at the Airport, CLEAR shall pay the Authority a "Per Verification Fee" of $0.75/screened passenger, subject to a Minimum Annual Guarantee ("MAG") equivalent to 80% of CLEAR's prior Annual Gross Verification Fees generated at the Airport, as determined by the Authority at the end of each year throughout the Term of the Lease.

Based on the effectiveness and efficiency of the security services they provide, the President, Chief Executive Officer, recommends the Board approve the proposed Lease with CLEAR for approximately 829 SF in the Terminal at the initial rental rate of $107.71/SF, plus a "Per Verification Fee" of $0.75/screened passenger, subject to a MAG equivalent to 80% of CLEAR's prior Annual Gross Verification Fees generated at the Airport, with an initial five-(5) year term and (2) one-year renewal terms.

RECOMMENDATION: It is hereby recommended that the Sarasota Manatee Airport Authority Board approve the proposed Terminal Building Lease Agreement with ALCLEAR, L.L.C., for approximately 829 SF in of Terminal space at the initial rental rate of $107.71/SF, subject to annual rate adjustments by the Authority, plus a Per Verification Fee of $0.75/screened passenger, subject to a Minimum Annual Guarantee equivalent to 80% of ALCLEAR's prior Annual Gross Verification Fees generated

at the Airport, with an initial five (5) year term and (2) one-year renewal terms, and authorize the President, Chief Executive Officer, to execute the appropriate lease agreement.

ATTACHMENTS: Proposed Terminal Building Lease Agreement between the Sarasota Manatee Airport Authority and ALCLEAR, L.L.C., dated November 17, 2026.

Docusign Envelope ID: B53E64B8-E70B-824D-800D-79633E13C196

PROFESSIONAL SERVICES AGREEMENT
CLEAR AIRPORT SERVICES

This Professional Services Agreement ("**Agreement**") is made the 28th day of September, 2026 (the "**Effective Date**") between SARASOTA MANATEE AIRPORT AUTHORITY ("**SRQ**" or "**Authority**"), an Independent Special District of the State of Florida, and ALCLEAR, LLC, a Delaware limited liability company ("**CLEAR**").

WHEREAS, CLEAR operates a Registered Traveler program and provides other services at United States airports; and

WHERAS, Authority and CLEAR are party to that Sarasota Manatee Airport Authority General Terminal Area Lease, dated November 14, 2024 (the "**Existing Agreement**"); and

WHEREAS, Authority and CLEAR desire to enter into this Agreement for CLEAR to operate its Registered Traveler service, TSA PreCheck enrollment service, and CLEAR Concierge service at Sarasota Bradenton International Airport located in the Counties of Sarasota and Manatee, State of Florida (the "**Airport**"), and potentially launch other subsequent services as an Authority passenger experience and innovation provider; and

WHEREAS, Authority and CLEAR desire to terminate the Existing Agreement and for this Agreement to fully replace and supersede the Existing Agreement,

NOW, THEREFORE, in consideration of the foregoing and mutual promises and covenants set forth, the parties hereby agree as follows:

1. AUTHORIZED USES

Authority hereby authorizes CLEAR to utilize the Leased Premises (as defined below) during the Term solely for the following purposes (together, the "**Authorized Uses**"): (a) to provide Registered Traveler services (enrollment and verification), as set forth in greater detail in Exhibit A; (b) to conduct TSA PreCheck enrollment services on behalf of the Transportation Security Administration ("**TSA**"); (c) to provide CLEAR Concierge meet & assist services to Airport passengers; and (d) to provide other future services via mutual written agreement between CLEAR and Authority. The Leased Premises shall be used and occupied by CLEAR only for the Authorized Uses. CLEAR's rights to operate a concession under this Agreement are non-exclusive.

The parties contemplate that the Authorized Uses may be expanded, at a future date and upon certain conditions, in each case, as may be mutually agreed in writing by the parties.

2. LEASED PREMISES AND LICENSED PREMISES

Authority hereby leases to CLEAR during the Term the premises set forth in Exhibit B (the "**Leased Premises**") in consideration for the rent and other charges described below. The parties agree that the Leased Premises may evolve or expand over time as mutually agreed in writing. Authority shall have the right, in its sole and absolute discretion, to change the Leased Premises and/or relocate CLEAR to different premises at any time, and shall provide CLEAR with reasonable notice in advance of any such relocation. CLEAR is granted during the Term a limited non-exclusive license to use the areas in the vicinity of security checkpoints as depicted in Exhibit C (the "**Licensed Premises**," and together with the Leased Premises, the "**Premises**") solely to provide the Authorized Uses described in Section 1. Authority may relocate and/or place reasonable conditions upon the use of such Licensed Premises from time to time, and shall provide CLEAR with reasonable notice in advance of any such relocation.

Docusign Envelope ID: B53E64B8-E70B-824D-800D-79633E13C196

3. TERM; TERMINATION

A. Existing Agreement. The parties agree that, as of the date hereof, the Existing Agreement is terminated and no longer in force or effect.

B. Term. The initial "Term" of this Agreement shall be five (5) years, commencing upon the date which CLEAR is Fully Operational ("**Commencement Date**") and continue uninterrupted thereafter for a period of 5 years (the "**Initial Term**"). "**Fully Operational**" shall mean an operating dedicated CLEAR lane, which include biometric verification lanes via kiosk and eGates, customer service stations and enrollment stations, at the Authority security checkpoint actively in use by Members (excluding test verifications by CLEAR employees). In no case, shall the Commencement Date be later than January 1, 2027.

C. Renewal Terms. This Agreement may be renewed by the parties for up to two (2) successive one (1)-year periods (each, a "**Renewal Term**", and together with the Initial Term, the "**Term**") by a written instrument executed by the parties hereto at least ninety (90) days prior to the end of the Initial Term or the then-current Renewal Term. All rights and obligations under this Agreement shall commence on the Effective Date, except that CLEAR's obligation to pay the rent and other charges required under Section 4 of this Agreement shall not commence until the Commencement Date.

D. Termination by Authority. Authority shall have the right to terminate this Agreement by providing CLEAR with at least ninety (90) days advance written notice. If Authority terminates this Agreement as provided in this Section, CLEAR hereby waives any right to receive any compensation from Authority, including, but not limited to, the value of CLEAR's leasehold interest, loss of goodwill and relocation benefits, inverse condemnation or the taking of property and Authority shall have no obligation to pay CLEAR therefor.

4. FEES

In consideration for the use of the Premises, and the privilege of providing the Authorized Uses during the Term of this Agreement, the rent and other charges to be paid by CLEAR to Authority during the Term shall be as follows:

A. Unique Per Verification Fee

(i) In consideration of Authority permitting CLEAR access to and use of the Premises, CLEAR shall pay Authority a Unique Per Verification Fee that is no less than the Minimum Annual Guarantee ("**MAG**") amount for each year during the Term, such annual fee being due and payable in arrears in monthly installments.

(ii) Notwithstanding the foregoing provisions of Section 4.A., if the total number of enplaned passengers for any calendar year decreases by more than Ten Percent (10%) from the same period in the prior year (the "**Reference Period**"), then the MAG for the calendar year shall automatically be adjusted downward by the percentage decrease in the number of enplaned passengers for the period experiencing the decrease (an "**Exceptional Enplanement Adjustment**").

(iii) The "**Unique Per Verification Fee**" or "**UPVF**" payment for each month of the Term shall be the greater of (i) 1/12th of the MAG for that year; or (ii) an amount that is equal to the number of Unique Verifications for the preceding month multiplied by the Verification Fee Rate. Effective on Commencement Date, for the first 12 months, the MAG shall be $0.00. Beginning in the second year of the Term, and for each successive

Docusign Envelope ID: B53E64B8-E70B-824D-800D-79633E13C196

year of the Term thereafter, the MAG shall be equal to 80% of the total UPVF paid to the Authority for the immediately preceding 12 months. The MAG will be reset each year as of the first day of the first month of each contract year beginning in year two of the Term . At the end of each contract year during the Term, CLEAR shall calculate payments due for the entire contract year based on the greater of the MAG or UPVF as set forth in this Agreement. If CLEAR has underpaid the Authority, CLEAR shall pay the Authority the amount it has underpaid within 90 days of the end of the calendar year. If CLEAR has overpaid, the Authority will refund the overpayment within 90 days of its receipt of sufficient documentation thereof from CLEAR.

(iv) "**Unique Verification**" means a unique verification of an end-user of CLEAR's Registered Traveler lane service performed at CLEAR's lane(s) at the Airport during a particular month, as measured by CLEAR's automated data warehouse. Unique Verification shall not include duplicate verifications, minors, CLEAR employee verifications, verifications in connection with TSA PreCheck, or verifications made for testing, quality control or demonstration purposes.

(v) "**Verification Fee Rate**" shall be $0.75.

(vi) Monthly UPVF Installment Payments

On or before the twentieth (20th) day of each calendar month, CLEAR shall pay Authority an amount equal to the actual UPVF accrued for the preceding calendar month.

B. Gross Sales

"**Gross Sales**" shall mean amounts collected and recognized as revenue for CLEAR Concierge services that physically occur at the Airport. The term "Gross Sales" shall not include:

(i) The sale of goods or services, authorized under this Agreement, that are delivered by a third-party where the sale is subject to percentage rent under the third-party's agreement with the Authority;

(ii) Amounts of any federal, state, or municipal sales or similar taxes which are separately stated and collected from customers of the Contractor; provided however, such taxes shall not include the Authority's concession fee payment;

(iii) Sums received by the Contractor for damage to the Authority's or Contractor's property or Premises;

(iv) Gratuities for services performed by employees of the Concessionaire which are paid by the Concessionaire's customers to such employees;

(v) Amounts for credits and refunds to customers for sales made on the Premises;

(vi) Enrollment or renewal fees received by the Contractor for membership in the TSA Pre✓™ program; and

(vii) Enrollment and renewal fees collected and recognized as revenue from all enrollments and renewals for participation in the RT Program completed by RT Applicants and RT Participants.

Docusign Envelope ID: B53E64B8-E70B-824D-800D-79633E13C196

C. Concierge Revenue Share

In addition to the UPVF, for CLEAR Concierge services that are actually provided at the Airport, CLEAR shall pay Authority an amount equal to Ten Percent (10%) of Gross Sales (the "**Concierge Revenue Share**"). The Concierge Revenue Share shall be due and payable on or before the twentieth (20th) day of the month following the month in which the applicable Concierge gross sales were generated.

D. Rent

Effective on November 1, 2026, and on or before the first (1st) day of each calendar month thereafter, CLEAR shall pay Authority monthly installments for use of the Leased Premises and Licensed Premises (the "**Rent**"), which shall be calculated on a per-square-foot basis at Authority's standard terminal square footage rental rates in effect for each applicable year throughout the Term hereof, which shall be determined by the Authority's then current Annual Operating Budget for Signatory Airline, Schedule of Rates, Fees, and Charges, for the same or nearest comparable space in the terminal.

This shall include the Leased Premises and Licensed Premises identified in Exhibit B for the Enrollment Center, Storage and Office Space, and other support space totaling 829 square feet, as shown below:

Location	Premises Type	Area (SF)	FY27 Rate	New Rent
Checkpoint	Licensed	308	$107.71	$33,174.68
E-Gates (16SF/each)	Licensed	32	$107.71	$3,446.72
Enrollment Kiosks (42SF/each)	Licensed	126	$107.71	$13,571.46
Breakroom	Leased	259	$107.71	$27,896.89
Office	Leased	104	$107.71	$11,201.84
		829		**$89,291.59**

E. Office Space .

The Office space is currently occupied by another tenant. If the Office is not vacated by the existing tenant within six (6) months from the Commencement Date, the Office space shall be deemed removed from the Leased Premises without further amendment to this Agreement. If the Office space is vacated and made available to CLEAR, its inclusion in the Leased Premises and assessment of rent shall be effective on the date memorialized in an Occupancy Letter issued by the Authority, which rent become effective not later than 30 days immediately following the date the existing tenant vacates the premises.

F. No Abatement

The rent and any other payment obligations shall be paid by CLEAR without set-off, notice, deduction, demand or abatement.

5. COOPERATION

The parties contemplate that the use of the Premises by CLEAR, including the Registered Traveler services, may be expanded at a future date and upon certain conditions, in each case, as mutually agreed in writing by the parties. Such expansion may include techniques, technical developments,

Docusign Envelope ID: B53E64B8-E70B-824D-800D-79633E13C196

improvements, processes, sharing data in connection with passenger traffic at the Airport, or mutual engagement of passengers and customers of Authority and CLEAR, and other subject matter.

6. STATEMENTS, BOOKS, AND RECORDS

A. Monthly Reports

On the twentieth (20th) day of the month following the commencement of the Term and on the twentieth (20th) day of each month thereafter through and including the month following expiration or earlier termination of this Agreement CLEAR shall submit to Authority a statement in a form to Authority, substantiating to Authority the UPVF and Concierge Revenue Share, and other pertinent sales-related information for the preceding calendar month.

B. Audit

At any time upon five (15) business days prior written notice, Authority may audit the books and records of CLEAR relating to CLEAR's operations at the Airport for the purpose of verifying the UPVF and Concierge Revenue Share. CLEAR will be provided with a copy of the results of any audit. If, as a result of such audit, it is established that there has been an understatement of the UPVF and Concierge Revenue Share received from all operations at the Airport by five percent (5%) or more (after the deductions and exclusions, if any, allowed in this Agreement), then the entire expense of such audit and applicable attorney's fees shall be borne by CLEAR and promptly paid to Authority as additional fees due hereunder. Any additional monies shown to be due to Authority as a result of the audit shall be promptly paid by CLEAR to Authority with interest at six percent (6%) per annum from the date such additional monies became due. If such audit shows CLEAR has overpaid any amounts due hereunder, Authority will credit the amount of the overpayment against future payments due hereunder.

7. HOURS OF OPERATION

CLEAR shall provide its Registered Traveler services at each applicable security checkpoint during mutually agreed hours, including all peak travel periods and one hour before the first scheduled flight each morning. CLEAR shall be open to offer enrollments whenever it is performing identity verification services at the Airport.

Authority may reasonably request the facility to be open for additional hours based on the demand and flight service to customers and/or airport employees.

8. INTEREST AND LATE FEES

CLEAR shall pay a penalty for late or delinquent payments during the Term of this Agreement of eighteen percent (18%) per annum, or such other amount as may be permitted by law, whichever is greater, on the balance of the unpaid amount, calculated from the date the amount was due until the close of the business day upon which the delinquent payment was received by Authority, as an inducement to CLEAR to avoid all such interest and penalties.

9. CAPITAL AND OPERATING EXPENSES

All costs other than those related to HVAC relating to the construction, operation, and maintenance of the Premises and the Authorized Use are the sole responsibility of CLEAR except as otherwise provided herein.

Docusign Envelope ID: B53E64B8-E70B-824D-800D-79633E13C196

A. Taxes and Fees

CLEAR shall bear, at its own expense, all costs of operating its equipment and business, including any taxes assessed against its leasehold interest in the Premises, furnishings, equipment, or stocks of merchandise and supplies, and shall obtain and pay for all licenses and permits necessary or required by law for the construction of improvements, installation of equipment and furnishings, and any other licenses necessary for the conduct of its operations hereunder. Taxes and other fees may be invoiced by a third-party provider and/or Authority.

B. Utilities

Authority shall be responsible for the cost of electricity and HVAC associated with the Premises. CLEAR shall be responsible for the cost of any other utilities and services, including but not limited to telecommunications and data connectivity.

Authority shall not be liable in damages or otherwise for any interruption in the supply of a utility to the Premises, nor shall any such interruption constitute any ground for an abatement of any of the rents, fees or other charges reserved hereunder.

10. OPERATION OF THE CONCESSION

CLEAR will provide personnel to facilitate the operation of the Registered Traveler services in accordance with the following conditions:

A. Manager

The management, maintenance, and operation of the Premises shall be under the supervision and direction of an active, qualified, competent, and experienced manager, who shall at all times be authorized to represent and act for CLEAR. CLEAR shall cause such manager to be assigned a duty station or office in the Leased Premises at which he or she shall be available during normal business hours, and CLEAR will at all times during the absence of such manager, assign or cause to be assigned a qualified subordinate to assume and be directly responsible for the carrying out of the manager's supervising duties.

B. Adequate and Competent Staff

CLEAR shall ensure that it employs sufficient number of properly trained and uniformed personnel to manage and operate the Premises at its maximum capacity and efficiency. CLEAR will ensure all employees can adequately communicate with customers and are professional and courteous in interactions with customers.

C. Authority Not Liable for Employment Issues

CLEAR's Agreement with Authority is not one of agency by CLEAR for Authority, but one with CLEAR engaged independently in the business of the Premises on its own behalf. All employment arrangements are, therefore, solely CLEAR's concern, and Authority shall have no liability with respect thereto.

D. Compliance with Law

CLEAR shall fully comply with all laws, acts, rules and regulations relating in any way to worker's compensation, social security, unemployment insurance, hours of labor, wages, working conditions, Immigration Reform and Control Act of 1986, and other employer-employee related subjects.

Docusign Envelope ID: B53E64B8-E70B-824D-800D-79633E13C196

E. Nondiscriminatory Service

CLEAR shall provide all services authorized hereunder to its customers and patrons upon a fair, equal, and nondiscriminatory basis and charge fair, reasonable, and nondiscriminatory prices.

F. Solicitation of Business

CLEAR shall not engage in disruptive solicitation practices at, from, or about the Premises. CLEAR may use reasonable measures to communicate to the traveling public about the services being provided within a reasonable distance from its physical locations. Except as otherwise provided in this Agreement, disruptive solicitation practices shall include, but not be limited to:

- Use of any device, such as a noise maker, amplifier, speaker, sign, light, etc., to attract the attention of potential customers.
- Yelling, shouting, clapping, or other similar activities.
- Any other activity that does or has the tendency to unreasonably harass, annoy, distract, or obstruct passengers or airport community employees.

G. Maintenance and Repairs

CLEAR shall at all times and at CLEAR's sole expense keep, maintain, and repair the Premises and improvements therein in good and sanitary order, condition and repair.

H. Employee Parking

Parking for CLEAR's employees shall be offered by Authority on a space-available basis in the employee parking area in common with employees of other concessionaires and tenants at the Airport. Authority shall charge CLEAR a parking fee for the use by its employees of the employee parking area. The current employee parking rate is Ten Dollars ($10.00) per space per month for employee parking. Authority may change the parking fees from time to time during the term of this Agreement. Parking fees shall be assessed monthly and shall be payable by CLEAR by the twentieth (20th) day of the following month.

11. DESIGN, CONSTRUCTION, ALTERATIONS, AND SIGNAGE

A. Construction and Alterations

No improvements, alterations, or replacements shall be made to the Premises or any portion thereof without the prior written consent of Authority, provided that routine work such as kiosk repairs, normal maintenance, 1:1 repairs shall not require prior written consent of Authority. CLEAR is responsible for managing all improvement projects on the Premises. Authority shall have no obligation to make any improvements to the Premises. All construction shall: (i) be of high quality, (ii) conform to the Tenant Design Guidelines approved by Authority, (iii) be of fireproof construction according to code and the standards of the local rating organization, (iv) be constructed in a good and workmanlike manner, (v) be in complete accordance with all legal requirements and Authority standards, and (vi) be performed in a manner that will not unreasonably interfere with or disturb Airport operations or other tenants and users. Except as otherwise provided in this Agreement, CLEAR shall obtain all necessary permits, including any discretionary permits. In the event Authority is required or has obtained any of the necessary permits, CLEAR shall reimburse Authority for any permit fees and associated costs in obtaining said permits. CLEAR shall keep the

Docusign Envelope ID: B53E64B8-E70B-824D-800D-79633E13C196

Premises free from any liens arising out of any work performed, material furnished, or obligation incurred by CLEAR or alleged to have been incurred by CLEAR.

B. Delivery of Premises to CLEAR

The Premises will be delivered to CLEAR in "AS IS" condition. CLEAR is responsible for bringing utility lines, including data, from Authority's current feed points to the Premises as necessary, if required. CLEAR shall reimburse Authority for any expenses reasonably incurred in bringing utilities, including data, to the Premises. The date on which CLEAR is permitted to send construction crews into the Premises to build out its leasehold improvements is referred to herein as the "Turnover Date." The dates established for the proposed opening dates may change, and such changes are at the reasonable discretion of Authority. Authority shall determine each facility's Turnover Date, in its sole discretion. If requested by Authority, a temporary construction barricade will be provided by CLEAR and shall comply with Authority construction standards and procedures, which such standards and procedures shall be identified to CLEAR in writing at the time Authority requests the temporary construction barricade.

C. Authority Alterations and Improvements to the Airport

CLEAR acknowledges that from time-to-time Authority may undertake construction, repair, or other activities related to the operation, maintenance, and repair of the Airport which may temporarily affect CLEAR's operations. CLEAR agrees to accommodate Authority in such matters, even though CLEAR's own activities may be inconvenienced, and CLEAR agrees that no liability shall attach to Authority, its members, employees, or agents by reason of such inconvenience or impairment. Authority shall use reasonable efforts to provide advance notice to CLEAR of any planned or required construction, repair, or other activities, and shall use reasonable efforts to cause minimum interference with CLEAR.

D. Delay

A delay in construction by CLEAR is excusable only if caused by Acts of God, fire, flood, or other casualty event, war, strikes, lockouts, work stoppages, or interruption of energy sources beyond the control of CLEAR. If such an event occurs, the terms of this Agreement relating to time of performance with respect to construction shall be suspended during the continuance of the event. If any such event shall continue for a period of ninety (90) days and shall prevent completion of construction, either party may, by giving thirty (30) days prior written notice to the other party, terminate the Agreement if there are no other means to complete construction available prior to the last day of said thirty (30) day notice period.

12. DAMAGE TO OR DESTRUCTION OF PREMISES

A. Repair

All damage or injuries to the Premises and to flooring, fixtures, appurtenances, and equipment of CLEAR, moving property in or out of the Premises or by installation, removal of furniture, fixtures, equipment, or other property, or resulting from any other cause of any other kind or nature whatsoever due to carelessness, omission, neglect, improper conduct, or other causes by CLEAR, or its customers, invitees, agents, or employees, or any other party, shall be repaired, restored, or replaced promptly by CLEAR at its sole cost and expense. If Authority and its employees or agents damage the Premises through their sole gross negligence or intentional misconduct, Authority will be solely responsible for the repairs.

Docusign Envelope ID: B53E64B8-E70B-824D-800D-79633E13C196

If damage occurs that is solely the fault of Authority, or any of its agents or employees, in any way making the Premises unusable, rent for the Premises shall be abated on a per day pro-rated basis during the time the Premises are unusable.

Should the leasehold improvements, or any part of them, be destroyed or damaged, they shall in all instances be promptly repaired or replaced by CLEAR whether or not such damage or destruction is covered by insurance, provided that this Agreement has not been canceled in accordance with the terms hereof, unless solely caused by Authority, or its employees or agents. If CLEAR fails to repair or replace such damaged leasehold improvements in accordance with a schedule approved by Authority and provided that this Agreement has not been canceled, Authority may make such repairs or replacement and recover from CLEAR the cost and expense of such repair or replacement, plus fifteen percent (15%) thereof for administrative overhead, plus interest at the rate of eighteen percent (18%) per year, accruing beginning on the date such expenses are incurred.

B. Application of Insurance Proceeds

Whenever Authority repairs the damage, proceeds of CLEAR's property insurance on the Premises and leasehold improvements shall be applied to the cost of the repairs and replacement of the Premises and leasehold improvements. CLEAR is responsible for payment of all repair and replacement costs and expenses exceeding insurance proceeds. If Authority is not required to and elects not to repair the Premises, the proceeds of all applicable insurance shall be paid over to Authority and CLEAR as their interests appear. Authority is entitled to all insurance proceeds attributable to structural portions of the Premises and all leasehold improvements funded by Authority in any portion.

C. Exceptions from Liability

Authority shall not be liable or responsible to CLEAR for any damage or destruction to CLEAR's property or loss of income from any cause whatsoever.

13. GOVERNMENT TAKING

If during the Term of the Agreement any portion of the Premises are taken as a result of the power of eminent domain, condemnation proceedings, or other like proceedings of a public entity other than Authority (the "**Proceedings**"), this Agreement and all right, title, and interest of CLEAR hereunder shall cease and come to an end on the date of taking of possession pursuant to the Proceedings at the sole option of Authority. While CLEAR reserves the right to pursue its own claim, if Authority is compensated for the value of CLEAR's assets, Authority will compensate CLEAR in like amount.

14. ADVERTISING, SIGNAGE AND APPEARANCE

CLEAR has the right to install any signs in the pre-approved areas of operations without the prior written approval of the Authority, provided that CLEAR shall not install any signs outside of the pre-approved areas of operations without the prior written approval of the Authority. The terms "signs" shall mean advertising signs, billboards, identification signs or symbols, posters, displays, decorative items or logos, videos or any similar devices. The Authority, in its sole discretion, reserves the right to require CLEAR to remove or reduce any signage as necessary to maintain aesthetic standards and other related considerations.

Docusign Envelope ID: B53E64B8-E70B-824D-800D-79633E13C196

15. INDEMNIFICATION

To the fullest extent permitted by law, CLEAR does hereby covenant and agree to indemnify, defend and hold completely harmless Authority and its directors, officers, agents, contractors and employees (collectively "**Indemnitees**") from and against any and all liabilities, losses, damages, suits, actions, claims, charges, judgments, settlements, fines, demands or expenses (i) of or claimed by any person arising by reason of injury or death of any person, or damage to any property, or any claim of such injury, death, or damage to any property, including all reasonable costs for investigation and defense thereof (including, but not limited to, investigative fees, attorney's fees, court costs and expert fees) of any nature whatsoever arising out of, relating to or as a result of CLEAR's operations at or about the Premises or the Airport; (ii) arising out of, relating to, or as a result of any acts or omissions of CLEAR or CLEAR's officers, agents, employees, contractors, subcontractors, licensees or invitees, regardless of where the injury, death or damage may occur; or (iii) arising out of, relating to or as a result of any breach or violation of this Agreement by CLEAR.

Authority shall give CLEAR reasonable notice of any such claim or action. In indemnifying or defending an Indemnitee, CLEAR shall control selection of legal counsel reasonably acceptable to Authority.

This provision shall survive expiration or earlier termination of the Agreement. The furnishing of the required insurance hereunder shall not be deemed to limit CLEAR's obligations under this Agreement. Nothing in this Section is intended to relieve Authority of its liability for such loss or damage which is the result of the gross negligence or willful misconduct of Authority.

As a distinct and separate indemnification obligation, CLEAR shall indemnify, defend, and hold completely harmless Authority and its directors, officers, employees, agents, contractors and consultants from any claims or liabilities arising out of CLEAR's failure or alleged failure to procure and to keep in force the insurance required as part of this Agreement.

CLEAR shall not use or permit the Premises to be used in any manner that would void or limit in any way CLEAR or Authority's insurance or increase the insurance risk. CLEAR shall comply with all requirements imposed by the insurers for Authority and CLEAR.

This indemnification to inure to the benefit of all Indemnitees and their heirs, successors and legal representatives. The provided indemnification is not intended to relieve a primary insurer of its coverage obligations.

16. INSURANCE

CLEAR shall maintain an Aviation General Liability, including commercial auto liability as applicable , policy or policies that meets the requirements promulgated forth by the SAFETY Act office at the Department of Homeland Security for its services. Such policy or policies shall cover all operations of CLEAR and shall include, without limitation, bodily injury, property damage, products liability, and contractual coverage, including the indemnity obligations required of CLEAR under Section 15 of this Agreement. CLEAR shall maintain an occurrence form General Liability policy or policies insuring against liability arising from the use of the Premises (including loss of use thereof), operations, independent contractors, products-completed operations, bodily injury and advertising injury, and liability insured under an insured contract (including the tort liability of another assumed in a business contract) occurring on or in any way related to the Premises, or occasioned by reason of the operations of CLEAR. Such coverage shall be not less than ONE MILLION DOLLARS ($1,000,000.00), combined single limit for bodily injury and

Docusign Envelope ID: B53E64B8-E70B-824D-800D-79633E13C196

property damage with respect to each occurrence, such limits subject to adjustment by the Authority during the Term of this Agreement. CLEAR is responsible for ensuring such policy or policies provide for a minimum of thirty (30) days written notice of any change in coverage, suspension or cancellation. It is understood that the specified amounts of insurance in no way limit the liability of CLEAR to Authority. CLEAR shall furnish to Authority upon execution of this Agreement a certificate using the standard ACORD form from the insurance carrier or carriers showing all required insurance to be in full force and effect during the Term of this Agreement and CLEAR shall, upon request by Authority, deposit or otherwise make available to Authority copies of the policies required by this Agreement. Additionally, CLEAR shall name Authority as an additional insured and provide a waiver of subrogation in favor of the Authority by endorsement or terms and conditions on the policy or policies required herein. The policy or policies shall be primary and non-contributory by endorsement or terms and conditions.

In accordance with the above, CLEAR will also maintain the following insurance coverage:

A. Fire and All Risk

CLEAR shall procure and keep in force fire and all risk with standard exclusions coverage insurance upon its leasehold improvements, to the full replacement cost thereof. Such insurance shall name Authority as Loss Payee and proceeds shall be paid over to Authority to apply to the cost of repair or replacement or if there is no repair or replacement such proceeds shall be paid over to Authority as their interests may appear. The policy or policies shall contain a waiver of subrogation against Authority by endorsement or terms and conditions of the policy or policies.

B. Workers' Compensation

CLEAR shall maintain workers' compensation insurance to statutory limits. CLEAR shall also ensure that all subcontractors and agents also maintain workers' compensation insurance. Employer liability limits shall be at least $100,000 each accident, $100,000 disease each employee, and $500,000 disease policy limits. The policy or policies shall contain a waiver of subrogation against Authority by endorsement or terms and conditions of the policy or policies.

C. Cyber Risk

CLEAR shall maintain a Cyber Policy and the policy limits shall be a minimum of $1,000,000. The policy shall also include cyber liability, first and third party liability including information security, notification cost, regulatory defense and penalties, website liability, cyber extortion, and business interruption.

17. ENVIRONMENTAL LIABILITY

A. Definitions

"**Environmentally Regulated Substance**s" means any element, compound, pollutant, contaminant, toxic, or other hazardous substance, material or waste, or any mixture thereof, designated, referenced, regulated or identified pursuant to any Environmental Law.

"**Environmental Law**" means any common law or duty, case law or ruling, statute, rule, regulation, law, ordinance or code whether local, state or federal, that regulates, creates standards for or imposes liability or standards of conduct concerning any element, compound, pollutant, contaminant, or toxic or hazardous substance, material or waste, or any mixture thereof or relates in any way to emissions or releases into the environment or ambient environmental conditions, or conduct affecting such matters.

Docusign Envelope ID: B53E64B8-E70B-824D-800D-79633E13C196

B. Indemnification

CLEAR hereby agrees to indemnify, defend, protect and hold harmless, the Indemnitees from and against any and all losses, liabilities, fines, charges, damages, injuries, penalties, response costs, expenses, or claims of any and every kind whatsoever paid, incurred or asserted against, or threatened to be asserted against, any Indemnitee, in any way relating to or regarding, directly or indirectly, Environmentally Regulated Substances or Environmental Laws, including all related claims or causes of action at common law or in equity which arise from or relate to CLEAR's use of the Premises during the term of this Agreement (hereinafter "**Environmental Claims**"); such matters will include without limitation: (i) all consequential damages; (ii) the costs of any investigation, study, removal, response or remedial action, as well as the preparation or implementation of any monitoring, closure or other required plan or response action; and (iii) all reasonable costs and expenses incurred by any Indemnitee in connection with such matters including, but not limited to, attorney's fees and reasonable fees for professional services, fire-fighting or pollution control equipment related to any spill. CLEAR further agrees to defend, protect, indemnify and hold harmless any Indemnitee for any such matters arising out of or relating in any way to Sections C. and E. below. Such indemnification and CLEAR's obligations hereunder shall survive the assignment, assumption, cancellation, termination, or expiration of the Term of this Agreement.

C. Compliance with Environmental Laws

CLEAR shall keep and maintain and shall conduct its operations at the Airport in full compliance with Environmental Laws. CLEAR shall further ensure that its employees, agents, contractors, subcontractors, and any other persons conducting any activities on the Airport related to CLEAR will do so in full compliance with all Environmental Laws. By virtue of its operational control of the Premises, CLEAR shall be responsible for obtaining all necessary government permits or other approvals required by Environmental Laws in its name.

D. Notification

CLEAR shall immediately notify Authority in writing of any other matter that might give rise to an Environmental Claim, or if CLEAR obtains knowledge of any release, threatened release, discharge, disposal or emission of any Environmentally Regulated Substance in, on, under or around the Premises which are not in full and complete compliance with all Environmental Laws.

E. Right to Take Action

Authority shall have the right, but not the obligation or duty, to join or participate in, including if it so elects as a formal party, any legal, administrative or equitable proceedings or actions initiated by any person or entity in connection with any Environmentally Regulated Substance, Environmental Law, or Environmental Claim pertaining to CLEAR's operation at the Airport, or if CLEAR is not fulfilling its obligations under Section B. above, and in such case to have its reasonable attorneys' fees and costs incurred in connection therewith paid by CLEAR.

F. Right to Investigate

Authority shall have the right, but not the obligation or duty, at any time from and after the date of this Agreement, to investigate, study and test to determine whether Environmentally Regulated Substances are located in, on or under the Airport, or were emitted or released therefrom, which are not in compliance with Environmental Laws. Upon the reasonable request of Authority, CLEAR shall provide a list of all Environmentally Regulated Substances used in, on or under the

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Airport, certified as true and correct, and specifying how such Environmentally Regulated Substances are used, stored, treated, or disposed.

G. Spills

If Authority incurs costs related to a spill or other environmental expenses related to a hazardous substance associated with any equipment provided by CLEAR under this Agreement, unless solely due to the gross negligence of Authority, Authority will bill CLEAR for all Authority's costs, plus a fifteen percent (15%) administrative fee. CLEAR shall pay Authority within thirty (30) days of invoice.

18. ASSIGNMENT AND SUBLETTING

CLEAR shall not assign, sublease, sell, convey, transfer, mortgage or pledge this Agreement or the Premises, in whole or in part, without prior written consent of Authority. CLEAR shall not enter into any license agreement concerning the business to be conducted on the Premises, in whole or in part, without Authority's prior written consent. If a portion of the Premises is subleased with Authority's approval, any further subleasing is strictly prohibited without Authority's prior written consent. Any subleasing or assignment shall not relieve CLEAR from any of its obligations under this Agreement.

19. REDELIVERY

A. Title and Property Rights During Term

Other than those improvements, additions, and alterations which are installed and become such a part of the Premises that they cannot be removed without causing substantial damage to the Premises, which improvements, additions, and alterations shall immediately become the property of Authority following installation, all improvements, additions, and alterations made to the Leased Premises by CLEAR, regardless of whether paid for by Authority in any portion, shall be considered the property of CLEAR during the Term.

B. Title and Property Rights Upon Termination

Upon expiration or earlier termination of this Agreement, CLEAR will quit and deliver the Premises to Authority, peaceably, quietly, and in good order and condition, reasonable use and wear thereof, casualty not caused by CLEAR excepted. Upon Authority request, CLEAR shall remove all alterations, additions, fixtures, and leasehold improvements installed by CLEAR and repair any resulting injury and/or damage to the Premises or Airport upon expiration or earlier termination of this Agreement.

20. DEFAULT

A. Events of Default

Any of the following shall constitute a default of this Agreement by CLEAR.

(i) CLEAR fails to operate its Registered Traveler services as required, or CLEAR fails or neglects to do or perform or observe any of the covenants contained herein on its part to be kept and performed; provided, however, that, after Authority has notified CLEAR in writing of CLEAR's default hereunder, CLEAR shall have thirty (30) days to correct such default (such thirty (30)-day cure period shall not be construed to apply to any default in payment of rent or other charges).

Docusign Envelope ID: B53E64B8-E70B-824D-800D-79633E13C196

(ii) CLEAR shall be declared to be bankrupt or insolvent according to law, or if any assignment of its property shall be made for the benefit of creditors.

B. Authority's Right Upon Default

Authority, or those having an estate in the Premises, may take any or all remedies set forth in the following subsections or as otherwise provided by law.

(i) Immediately, or at any time thereafter, without further notice to CLEAR, re-enter into or upon the Premises or any part thereof and take possession of the same fully and absolutely without such re-entry working a forfeiture of the rents or other charges to CLEAR for the full Term of this Agreement, and in the event of such re-entry, Authority may proceed for the collection of the rents or other charges to be paid under this Agreement or for properly measured damages; or

(ii) Authority may, at its election, terminate this Agreement upon written notice in the manner hereinafter provided and re-enter Premises as of its former estate therein, and CLEAR covenants in case of such termination to remain responsible to Authority for all loss of rents and other charges and expenses including reasonable attorney's fees which Authority has suffered or paid by reason of termination, during the residue of the term; or

(iii) Authority shall have all other rights and remedies including injunctive relief, ejectment or summary proceedings in unlawful detainer, and all such remedies shall be cumulative.

21. BANKRUPTCY

Section 21A of this Agreement shall not apply to any valid assumption or assignment of this Agreement by a trustee as a debtor in possession under Section 365 of the Bankruptcy Code of 1978, as amended. However, adequate assurance of future performance as provided by Section 365 of the Bankruptcy Code of 1978, as amended, for the assumption or assignment of this Agreement shall include, but shall not be limited to:

A. Adequate assurance of the reliability of the source of all the rentals, fees, charges, and other consideration due under this Agreement after the assumption or assignment of this Agreement.

B. Adequate assurance that neither the assumption or assignment of this Agreement nor the exercise of rights hereunder by the party assigning or the assignee will breach any provision in any other agreement to which Authority is bound, any federal or state statute, rule or regulation affecting Authority, or any rule, regulation, or ordinance made by Authority.

C. Adequate assurance that the assumption or assignment of this Agreement will not disrupt the operation of the Airport.

D. Adequate assurance after the assumption or assignment of this Agreement of payment of rents, fees, charges and other consideration in the form of a deposit, other security, or a bond from a reputable surety, in an amount equal to one (1) year's rent.

E. Adequate assurance that the Premises will be used to provide the services permitted by this Agreement.

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22. CANCELLATION BY CLEAR

Unless a different time period is established herein, this Agreement shall be subject to cancellation by CLEAR in the event of any one or more of the following events upon thirty (30) days prior written notice to Authority:

A. The permanent abandonment of the Airport as an air terminal.

B. The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Airport, or any substantial part or parts thereof, in such a manner as substantially to restrict CLEAR, for a period of at least ninety (90) days, from operating thereon.

C. Issuance of any court of competent jurisdiction of an injunction in any way preventing or restraining the use of the entire Airport facility, and remaining in force of such injunction for a period of at least ninety (90) days, which such injunction is not the result of action or inaction of CLEAR.

In the event CLEAR elects not to cancel this Agreement although it has the right to do so under subsections A or B immediately above, the rent to be paid shall be fully abated for the period in which CLEAR is prevented from conducting a substantial portion of its business at the Airport.

23. NONDISCRIMINATION AND CIVIL RIGHTS

A. Nondiscrimination

CLEAR, for itself, 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 in the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, CLEAR shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as the Regulations may be amended.

CLEAR, for itself, its 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) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the facilities thereon, and (2) that CLEAR shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as the Regulations may be amended.

Subject to 49 CFR Part 23.9, CLEAR agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement or other agreement covered by 49 CFR Part 23. Furthermore, CLEAR agrees to include the above statement in any subsequent concession agreement or contract covered by 49 CFR Part 23 that it enters into and cause those businesses to similarly include the statements in further agreements.

Docusign Envelope ID: B53E64B8-E70B-824D-800D-79633E13C196

B. Civil Rights

CLEAR assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap, be excluded from participating in any activity conducted with or benefiting from federal assistance. This provision obligates CLEAR or its transferee for the period during which federal assistance is extended to the airport program, except where federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, the provision obligates CLEAR or any transferee for the longer of the following periods: (1) the period during which the property is used by the sponsor or any transferee for a purpose for which federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (2) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract.

24. QUIET ENJOYMENT

So long as CLEAR is not in default in its obligations hereunder, and subject to the terms of this Agreement, Authority covenants and agrees that CLEAR shall have, hold and enjoy peaceful and uninterrupted possession of all of the Leased Premises and of its rights to in, to, and from the Airport as herein granted.

25. COMPLIANCE WITH LAW

A. Permits

CLEAR shall maintain in force and effect all permits, licenses, and similar authorizations to use the Premises for the aforesaid purposes required by any governmental authority having jurisdiction over the use thereof. CLEAR's failure to maintain such permits, licenses, and similar authorizations shall not relieve CLEAR from the performance of its obligations and covenants hereunder.

B. Compliance with Laws

CLEAR, at its sole expense, shall promptly comply with and conform to all present and future laws, ordinances, regulations, directives, and requirements of federal, state, county, and other government bodies of competent jurisdiction that apply to or affect, either directly or indirectly, CLEAR's use and occupation of the Premises, and with any lawful order or direction of any public officer relating thereto and operations and activities under this Agreement. Authority shall have the right to adopt and enforce rules and regulations with respect to the use of the Airport, the Premises, and Authority-owned property and related facilities, which CLEAR must observe and obey.

26. ACCESS TO PREMISES

CLEAR shall give access for inspection purposes to any duly authorized representatives of any governing bodies with jurisdiction. CLEAR shall permit the Authority to enter the Premises at all times for the purpose of inspecting the same, to make any necessary repairs imposed under this Agreement, or for any purpose in the exercise of its governmental functions. Authority shall not in any event be liable for inconvenience, annoyance, disturbance, loss of business, or other damage to CLEAR by reason of entry, making repairs, or the performance of any work in the Premises, or on account of bringing materials, supplies, and equipment onto or through the Premises during the course thereof, and the obligations of CLEAR under this Agreement shall not hereby be affected

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in any manner whatsoever. Authority shall, however, in connection with the entry or the doing of any such work use reasonable efforts to cause as little inconvenience, annoyance, disturbance, loss of business, or other damage to CLEAR as may reasonably be practical in the circumstances.

27. SECURITY

A. Airport Security

CLEAR, its employees, agents, contractors and/or subcontractors must meet the requirements and comply with all rules, regulations, ordinances and directives of the Sarasota Manatee Airport Authority with regard to security badging access.

CLEAR agrees to be familiar with the physical layout and general operating conditions at Authority.

CLEAR, its employees, agents, contractors and subcontractors shall, at its own expense, abide by all TSA, FAA or Authority security rules, regulations, requirements, ordinances or security directives, including but not limited to, security badge qualifications, access, display, and use, restrictions on sale of dangerous items and limited security area access abilities.

B. Penalties Assessed by the TSA or FAA

CLEAR understands and agrees that in the event the TSA or FAA assesses a civil penalty or fine against Authority for any violation of Transportation Security Regulation or other federal statute as a result of any act or failure to act on the part of CLEAR, CLEAR will reimburse Authority in the amount of the civil penalty assessed plus any costs for defending the civil penalty, including reasonable attorneys' fees. Authority will provide CLEAR notice of the allegation, investigation or proposed or actual civil penalty. Failure of CLEAR to reimburse Authority within ten (10) days of receipt of written notice of the assessed civil penalty shall be an event of default.

28. NO REPRESENTATIONS

Authority makes no representations, warranties, covenants or promises except as set forth herein and no rights, privileges, easements or licenses are required by CLEAR except as expressly set forth herein. No materials provided by Authority constitute a warranty or agreement as to the Premises. Authority reserves the right from time to time to modify the Airport without in any case reducing the obligations of CLEAR; provided that the rent and other charges hereunder may be adjusted as mutually agreed to the extent that such modifications materially impact CLEAR's ability to perform its obligations hereunder. CLEAR has no right to light or air or view over or pertaining to any Premises or the Airport. CLEAR by taking possession of the Leased Premises shall accept the same "AS IS" and such taking of possession shall be conclusive evidence that the Leased Premises and Airport are in good and satisfactory condition at the time of such taking of possession. Authority makes no representation or warranty with respect to any portion of the Leased Premises, the Airport or any part thereof, express or implied. Authority specifically disclaims any warranty of merchantability or of fitness for a particular purpose and any liability for consequential, special or other indirect damages (including lost profits) arising out of the use of or the inability to use the Premises, the Airport or any part thereof.

29. GENERAL PROVISIONS

A. Florida Law

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The laws of the State of Florida shall govern this Agreement. CLEAR consents to the exclusive jurisdiction and venue in the 12th Judicial Circuit Court of Florida for Sarasota or Manatee Counties, Florida.

B. FAA Required Provisions

CLEAR shall abide by the terms of Exhibit D.

C. Severability

If any term, condition, or provision of the Agreement or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder thereof and the application of such terms, provisions, and conditions to persons or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, provisions, and conditions hereof shall, in all other respects, continue to be effective and to be complied with to the full extent permitted by law.

D. Right to Amend

In the event the FAA, or its successors, or the TSA requires modifications or changes in this Agreement as a condition precedent to the granting of funds for the improvement of the Airport, CLEAR agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Agreement as may be reasonably required to obtain such funds; provided, however, that in no event will CLEAR be required, pursuant to this subsection, to agree to an increase in the rent or other charges.

E. Accord and Satisfaction

No payment by CLEAR or receipt by Authority of a lesser amount than the rent or other payments herein stipulated shall be deemed to be other than on account of the earliest due stipulated rent or other payments, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction, and Authority shall accept such check or payment without prejudice to Authority's rights to recover the balance of such rent or other payments due or to pursue any other remedy.

F. Attorney's Fees and Costs

In the event of any suit or proceeding to enforce the terms of the Agreement, each party shall bear their own attorneys' fees and costs.

G. Waiver of Claims

CLEAR waives any claim against Authority for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of this Agreement or any part hereof, or by any judgment or award in any suit or proceeding declaring this Agreement null, void, or voidable, or delaying the same, or any part hereof, from being carried out.

H. Relationship of Parties

It is understood and agreed that nothing in this Agreement is intended or shall be construed as in any way creating or establishing the relationship of co-partners hereto, or as constituting CLEAR as the agent, representative or employee of Authority for any purpose or in any manner whatsoever. CLEAR is to be and shall remain an independent Concessionaire with respect to all services performed under this Agreement.

Docusign Envelope ID: B53E64B8-E70B-824D-800D-79633E13C196

I. Condemnation

If it shall be in the public interest, Authority shall have the power to condemn the property interests created by this Agreement, provided that this provision shall not be construed as a waiver by Authority or CLEAR of their rights to contest the validity of any such condemnation.

Upon taking by Authority and without limitation to the preceding subsection, (1) in the event of a condemnation by Authority of any portion of the Premises, CLEAR's award shall be limited solely and exclusively to their relocation expenses and those relating to a permanent taking of their personal property, and (2) in no event shall CLEAR be entitled to any award relating to the value of any expired portion of the Term of this Agreement, the leasehold improvements, any fixture located on or about the Premises, or any loss, damage or diminution of CLEAR's business. CLEAR hereby waives all provisions of applicable law which is or may be inconsistent with this Section.

J. Headings

The headings incorporated in the Agreement are for convenience in reference only and are not a part of this Agreement and do not in any way limit or add to the terms and provisions hereof.

K. Subordination to Agreements with the U.S. Government

This Agreement shall be subordinate to the provisions of and requirements of any existing or future agreement between Authority and the United States, relative to the development, operation or maintenance of the Airport.

This Agreement and all provisions hereof shall be subject to whatever right the United States Government now has or in the future may have to acquire or affect the control, operation, regulation and taking over of said Airport or the exclusive or non-exclusive use of the Airport by the United States during the time of war or national emergency.

L. Incorporation of Exhibits

All Exhibits referred to in this Agreement are intended to be and hereby are specifically made a part of this Agreement.

M. Entire Agreement

This Agreement constitutes, with respect to the subject matter hereof, the entire agreement between the parties and supersedes any prior agreements. This Agreement shall only be modified if in writing and executed by both parties.

N. Nonwaiver of Rights

Continued performance by either party hereto pursuant to the terms of this Agreement after a default of any of the terms, covenants, and conditions herein contained to be performed, kept, or observed by the other party hereto shall not be deemed a waiver of any right to cancel this Agreement for any subsequent default; and no waiver of any such default shall be construed or act as a waiver of any subsequent default.

O. Notices

Any notice or election herein requested or permitted to be given or served by either party hereto upon the other shall be deemed given two (2) days after such notice or election is sent by prepaid certified mail, return receipt requested, correctly addressed, by United States mail, or on the date

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of personal delivery or confirmed facsimile (if, in the case of a confirmed facsimile, a copy is contemporaneously mailed by first class mail, or delivered to a messenger for prompt personal delivery). Notices and communications shall be addressed as follows:

Authority Address:

Sarasota Manatee Airport Authority
Attn: Finance Department
6000 Rick Piccolo Circle
Sarasota, FL 34243

CLEAR Address:

Alclear, LLC
85 Tenth Avenue, 9th Floor
New York, NY 10011
Attn: General Counsel

The effective date of such notice, consent, or approval shall be the date of receipt as shown by the U.S. Postal Service Return Receipt or the courier receipt, or the date personal delivery is certified, unless provided otherwise in this Agreement.

(Remainder of this page intentionally left blank)

Docusign Envelope ID: B53E64B8-E70B-824D-800D-79633E13C196

IN WITNESS WHEREOF, the parties hereto have signed and executed this instrument the day and year first above written.

SARASOTA MANATEE AIRPORT AUTHORITY

Approved as to Form and Legal Sufficiency
For Sarasota Manatee Airport Authority

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ALCLEAR, LLC

By: Signed by: Kyle McLaughlin 7C55B20D4E064C9...

Name Kyle McLaughlin

Title: Executive VP, Aviation

Date: 9/21/2026

Docusign Envelope ID: B53E64B8-E70B-824D-800D-79633E13C196

EXHIBIT A - REGISTERED TRAVELER SERVICES

CLEAR shall at all times comply with all TSA and Authority standards, rules, and regulations. In addition, CLEAR shall:

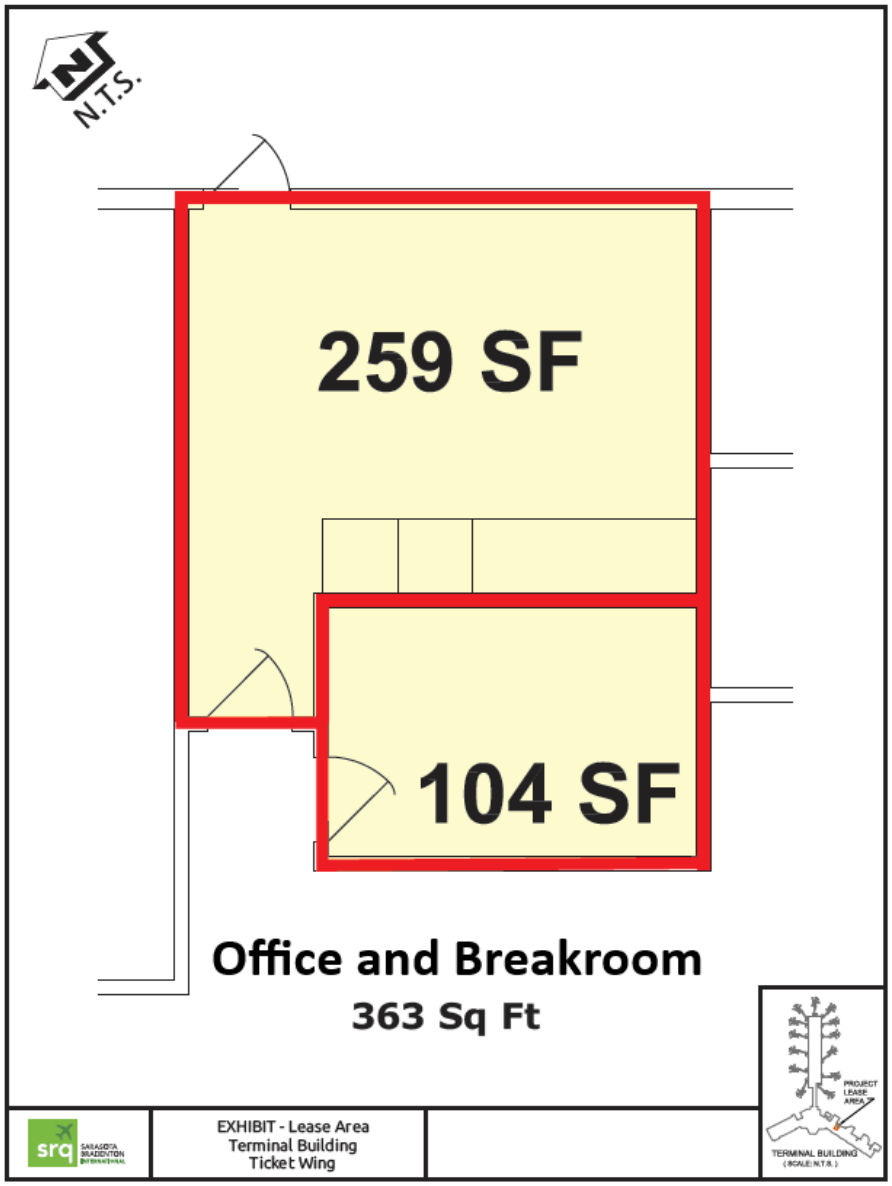
1. Establish dedicated CLEAR lane(s), which include biometric verification lanes via kiosk and eGates, customer service stations and enrollment stations, at the Authority security checkpoint.
2. Staff its operations with a manager and a team of ambassadors trained in CLEAR enrollment, verification, sales and other operational procedures.
3. Furnish, install and integrate verification stations and eGates at airport security checkpoints for expediting passenger screening and enrollment and customer service stations for travelers to sign-up for or inquire about the Registered Traveler services. CLEAR will be responsible for furnishing, installing, constructing as necessary, and integrating such stations.
4. Assume all costs related to the described responsibilities to conduct Registered Traveler operations, including services, equipment, personnel, facilities, and removal of equipment and related materials when operations are terminated at a site.
5. Ensure all of its employees obtain and display an Airport identification badge issued by the Airport badging office.
6. Operate its Registered Traveler program in accordance with the then-current TSA-approved Airport Security Plan ("**ASP**") for the Airport, specifically including, but not limited to, the ASP amendment covering third party registered traveler programs. CLEAR understands and agrees that the ASP amendment may be altered or discontinued by Authority and the TSA, and CLEAR shall operate in accordance with any such alteration or discontinuance.
7. CLEAR shall not be permitted to provide Registered Traveler services until TSA has approved the launch of such Registered Traveler services.
8. Operate so as not to interfere with, and affirmatively coordinate with, other TSA, airline, and Authority queues, lanes, and other activities in and around the security checkpoint areas.
9. Fully cooperate with Authority and the TSA in the course of all audits, inspections, observations, or other compliance checks required by this Agreement or the ASP.

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EXHIBIT B – LEASED PREMISES

Location	Premises Type	Area (SF)
Breakroom	Leased	259
Office *	Leased	104
		363

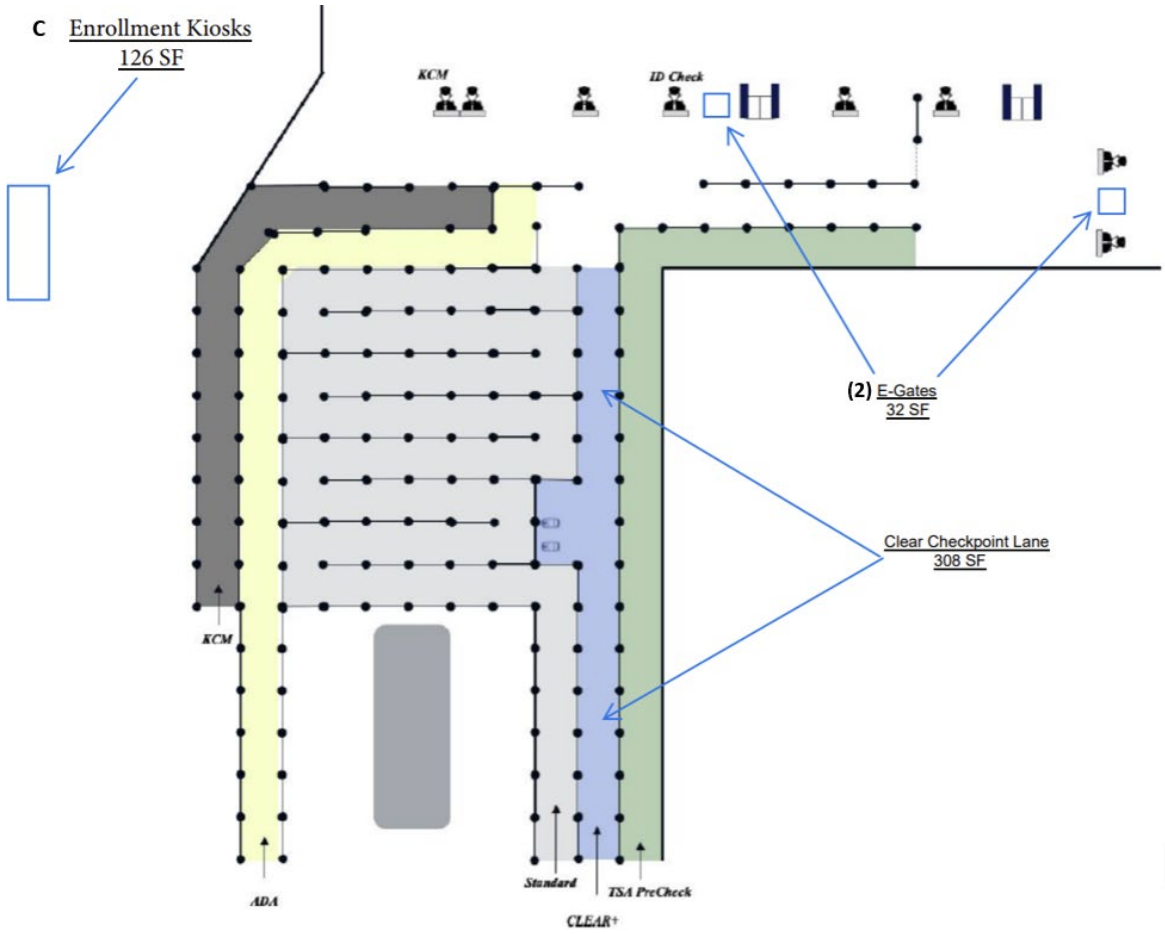
*Refer to Office space exception under section 4. Rent, B. Rent above.



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EXHIBIT C – LICENSED PREMISES

Location	Premises Type	Area (SF)
Checkpoint	Licensed	308
E-Gates (16SF/each)	Licensed	32
Enrollment Kiosks (42SF/each)	Licensed	126
		466



SARASOTA MANATEE AIRPORT AUTHORITY
NOVEMBER 17, 2026, REGULAR MEETING
STAFF NARRATIVE

REQUEST TO APPROVE
AMENDMENT NO. 1 TO DEVELOPMENT AND OPERATING AGREEMENT
WITH PILATUS BUSINESS AIRCRAFT LTD

EXECUTIVE SUMMARY: Requesting approval of Amendment No. 1 to the Development and Operating Agreement with Pilatus Business Aircraft Ltd., adding approximately 87,000 square feet to the Agreement.

NARRATIVE: Pilatus Business Aircraft Ltd ("Pilatus") is a Swiss aircraft manufacturer headquartered in Stans, Switzerland, with its principal place of business in the United States in Broomfield, Colorado. The Sarasota Manatee Airport Authority (the "Authority") and Pilatus are parties to that certain Development and Operating Agreement, dated August 26, 2024, for the lease and development of approximately 17.09 acres of undeveloped land located in the north quadrant of the Airport, including Parcel I (with approximately 344,995 square feet) and Parcel II (with approximately 399,445 square feet), to provide Aircraft Maintenance and Repair, Aircraft Sales, Aircraft Assembly, and limited Aircraft Self Fueling (collectively, the "Agreement"). The Agreement includes a 40-year term and a minimum capital expenditure of $40 million, including 180,000 SF aircraft hangar space, 180,000 SF of aircraft apron, and 10,000 gallons of aviation fuel storage.

Pilatus has recently requested to lease approximately 87,000 SF of additional adjoining undeveloped land at the Airport to construct an additional aircraft apron sufficient to accommodate aircraft engine run-up and compass calibration ("Phase III Required Improvements"). To that end, Pilatus has requested an amendment to the Agreement to include the additional land and to reset the rent commencement dates for all leased premises. Details of the proposed Amendment are as follows:

1. Include approximately 87,000 SF of additional land to the Agreement, beginning December 1, 2026, subject to the same existing terms, covenants, and conditions of the Agreement (hereinafter, "Parcel III");
2. Set the rental rate for Parcel III at $0.51/SF per year, consistent with the existing rental rate for Parcels I and II, plus a 15% land rent thereto for stormwater management consistent with all other parcels ("Parcel III Rent"), beginning December 1, 2027, or upon substantial completion of Pilatus's required improvements on additional land, whichever shall first occur, subject to periodic CPI rental rate adjustments required by the Agreement;
3. Require a minimum capital investment for construction of the Phase III Required Improvements of $2,250,000.
4. Establish October 1, 2026, as the rent commencement date for existing Parcel I;
5. Establish August 26, 2030, or substantial completion of the existing Phase II Required Improvements, whichever shall first occur, as the rent commencement date for existing Parcel II;

6. Require Pilatus rt provides a survey of Parcel III and the Phase III Required Improvements following completion of construction; and
7. All other terms and conditions to remain unchanged (collectively, the "Amendment").

The Amendment will generate approximately $51,025.50 of additional annual land rent to the Authority. Based on the Authority's desire to support Pilatus' development of aircraft assembly, maintenance, and related activities at the Airport, and the additional positive economic impact to the Airport and the community, the President, Chief Executive Officer, recommends the Authority Board approve the proposed Amendment as presented.

RECOMMENDATION: It is hereby recommended that the Sarasota Manatee Airport Authority Board approve proposed Amendment No. 1 to the Development and Operating Agreement with Pilatus Business Aircraft Ltd, dated August 26, 2024, to add approximately 87,000 SF of undeveloped land, a minimum required capital investment of $2,250,000, and reset the rent commencement dates for all parcels as stated, subject to all existing terms, covenants and conditions as presented, and authorize the President, Chief Executive Officer, to execute the appropriate Amendment as approved by Counsel.

ATTACHMENTS: Proposed Amendment No. 1 to the Development and Operating Agreement between the Sarasota Manatee Airport Authority and Pilatus Business Aircraft Ltd, dated November 17, 2026.

SARASOTA
BRADENTON
INTERNATIONAL

AMENDMENT NO. 1

TO

DEVELOPMENT AND OPERATING AGREEMENT

BETWEEN

SARASOTA MANATEE AIRPORT AUTHORITY

AND

PILATUS BUSINESS AIRCRAFT LTD

AMENDMENT NO. 1
TO
DEVELOPMENT AND OPERATING AGREEMENT
BETWEEN
SARASOTA MANATEE AIRPORT AUTHORITY
AND
PILATUS BUSINESS AIRCRAFT LTD

This Amendment No. 1 ("Amendment") to the Development and Operating Agreement, effective August 28, 2024 (the "Agreement"), is made and entered into by and between the **SARASOTA MANATEE AIRPORT AUTHORITY**, an Independent Special District, existing under the laws of the State of Florida (the "Authority"), and **PILATUS BUSINESS AIRCRAFT LTD**, a Foreign Corporation organized and existing under the laws of the State of Colorado and authorized to do business in the State of Florida (the "Lessee"), collectively the "Parties".

WITNESSETH:

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

WHEREAS, the Authority and Lessee are Parties to that certain Development and Operating Agreement, effective August 28, 2024 (the "Agreement"), for the lease of Parcel I and Parcel II at the Airport; and

WHEREAS, the Parties desire to amend the Agreement to include a third parcel containing approximately 87,000 square feet of undeveloped land beginning December 1, 2026, and to re-establish the rent commencement dates for Parcel I, Parcel II, and Parcel III,

NOW THEREFORE, for and in consideration of the foregoing and of the mutual covenants contained herein, the Parties do hereby enter into this Amendment and agree as follows:

1. **Article 4.01, Premises,** is hereby amended by adding the following Article 4.01(F):

   (F) Parcel III. Beginning December 1, 2026, the Authority shall lease to Lessee and Lessee shall lease from the Authority certain additional premises identified as Parcel III, as depicted on Exhibit A-3, attached to this Amendment No. 1 to this Agreement, containing approximately Eighty-Seven Thousand (87,000) square feet of undeveloped land at the Airport ("Parcel III"). Beginning on said date, Parcel III shall be defined as part of the Premises of this Agreement and the Parties shall have all the same Rights and Privileges, duties and obligations, thereto, subject to all the same terms, covenants and conditions of this Agreement.

2. **Article 5.01(B), Parcel I Rent,** is hereby amended by deleting the words "… which Parcel I Rent shall begin on the Commencement Date, as defined in Article 3.01, hereinabove…" and replacing them with the words "…which Parcel I Rent shall begin on October 1, 2026…"

3. **Article 5.01(C), Parcel II Rent, subparagraph (c),** is hereby amended by deleting the words beginning with "...which Parcel II Rent shall commence…" and ending with the words "…pursuant to Article 5.01(F) below." and replacing with the words: "… which Parcel II Rent shall commence (i) August 26, 2030, or (ii) the date of substantial completion of the Phase II Required Improvements, whichever shall first occur"

4. **Article 5.01, Land Rent,** is hereby amended by adding the following new Article 5.01(G):

   (G) Parcel III Rent. The Land Rent for Parcel III shall be calculated at the annual rental rate of Fifty-One Cents ($0.51) per square foot per annum, plus Land Rent for the Authority's Non-Exclusive Off-Site Stormwater Facilities equal to Fifteen Percent (15%) of Parcel III, or Thirteen Thousand, Fifty (13,050) square feet, jointly equivalent to One Hundred Thousand, Fifty (100,050) square feet, and shall be payable to the Authority in the total amount of Fifty-One Thousand, Twenty-Five and 50/100 Dollars ($51,025.50) per year, payable in equal monthly installments of Four Thousand, Two Hundred Fifty-Two and 13/100 Dollars ($4,252.13) (hereinafter, the "Parcel III Rent"). The Parcel III Rent shall commence on (a) December 1, 2027, or (b) the date of substantial completion of Lessee's improvements on Parcel III, whichever shall first occur, and shall thereafter be subject to adjustment as set forth in Article 5.06. Within sixty (60) days following completion of Lessee's Phase III Required Improvements, Lessee shall cause a

survey and legal description of Parcel III to be prepared at its expense by a Florida-licensed surveyor in accordance with Article 5.01(F) and submitted to the Authority for approval, which approval shall not be unreasonably withheld, conditioned, or delayed. Once approved, the survey shall be properly dated and substituted as Exhibit A to this Amendment No. 1, Exhibit A-3 to this Agreement, as Exhibit C to the Memorandum of Agreement to this Agreement, without the need for a written amendment. Parcel III Premises, Parcel III Land Rent, and Parcel III Non-Exclusive Off-Site Stormwater Facilities Rent shall be revised to equal the results of the Authority-approved survey.

5. **Article 8.03(D), Phase II Required Improvements,** is hereby incorporated in the Agreement as follows:

(D) Phase II Required Improvements. Lessee shall complete the following Required Improvements on Parcel III within sixty (60) months following the date of substantial completion of the Phase I Required Improvements, as evidenced by Lessee's receipt of a certificate of occupancy for the Phase I Required Improvements (the "Phase III Required Improvements"). A force majeure event or delay caused by the Authority, if any, shall result in an equivalent extension of the 60 months provided to Lessee for completion of the Phase IIL Required Improvements.

(1) Aircraft Apron. Location, configuration, and size to be determined by the Lessee, subject to Authority's approval, which approval shall not be unreasonably withheld.

(2) Aircraft Engine Run-Up. Location, configuration, and size to be determined by the Lessee, subject to Authority's approval, which approval shall not be unreasonably withheld.

(3) Aircraft Compass Calibration. Location, configuration, and size to be determined by the Lessee, subject to Authority's approval, which approval shall not be unreasonably withheld.

6. **Article 8.04(D), Phase III Required Improvements,** is hereby incorporated in the Agreement as follows:

(D) Phase II Required Improvements. Two Million, Two Hundred Fifty Thousand, and 00/100 Dollars ($2,250,000), or within five percent 5% thereof.

7. **Ratification**. Capitalized terms used herein and not otherwise defined shall have the meaning outlined in the Agreement. Except as expressly amended by this Amendment, all terms, covenants and conditions of the Agreement remain unchanged and in full force and effect.

8. **Counterparts**. This Amendment may be executed by the Parties hereto on any number of separate counterparts, each of which, when so executed and delivered, shall be an original, except that all such counterparts shall together constitute the same instrument.

(Continued on next page).

IN WITNESS WHEREOF, the Parties have hereunto set their hands the day and year first written here.

SARASOTA MANATEE AIRPORT AUTHORITY

Signature _____

Name __Paul L Hoback, Jr._____

Title __President/CEO_____

Date _____

PILATUS BUSINESS AIRCRAFT LTD

Signature _____

Name _____

Title _____

Date _____

Approved as to Form & Legal Sufficiency for Sarasota Manatee Airport Authority

Signature _____
Charles D. (Dan) Bailey, Jr., Esq.

General Counsel, Williams Parker

Date _____

Witness for Pilatus Business Aircraft LTD

Signature _____

Name _____

Title _____

Date _____

EXHIBIT A-3

PARCEL III
Approximately 87,000 Square Feet



SARASOTA MANATEE AIRPORT AUTHORITY
NOVEMBER 17, 2026, REGULAR MEETING
STAFF NARRATIVE

REQUEST TO APPROVE
PURCHASE AND SALE AGREEMENT FOR THE PURCHASE OF LAND AT 1200 UNIVERSITY PARKWAY

EXECUTIVE SUMMARY: Request for approval of a Purchase and Sale Agreement between the Sarasota Manatee Airport Authority and JBCC Development, L.L.C., for the purchase of approximately 2.16 acres of land located immediately adjacent to the Airport at 1200 University Parkway, Sarasota, Florida.

NARRATIVE: JBCC Development L.L.C., whose members include JEBCO Ventures, Inc. (whose CEO is James E. Bridges) and Cliton Paul Conway, L.L.C. (collectively, "JBCC Development"), is the current owner of approximately 2.16 acres of land located at 1200 University Parkway, at the southeast corner of University Parkway and Old Bradenton Road (the "Land"). JBCC Development listed the Land for sale with LQ Commercial Real Estate Services on August 26, 2026.

The Authority's staff expressed interest in acquiring the Land and, upon direction of the Chairman, executed a contingent Purchase and Sale Agreement with JBCC Development for the purchase of the Land, dated October 12, 2026, for $3,150,000 (the "Purchase Agreement"), with an escrow deposit of $94,500, subject to a 45-day inspection period, formal approval by the Authority's Board, and other closing conditions established by the Purchase Agreement.

The fair-market-value appraisal acquired by the Authority established the value of the Land at $3,290,000. The Land represents a strategic acquisition opportunity that would provide the Authority with additional control of land immediately adjacent to the Airport and the flexibility to accommodate future Airport growth. Subject to appropriate planning, approvals, market demand, and development requirements, potential uses might include commercial public parking, rental car parking, or other revenue-generating commercial activities.

An inspection period between now and November 20th is underway to confirm clear title, environmental conditions, survey matters, zoning, drainage, floodplain conditions, engineering considerations, and the suitability for development. The Authority may terminate the Purchase Agreement in its sole discretion before expiration of the inspection period. If the Agreement is terminated promptly, the escrow deposit will be returned to the Authority.

Under the Purchase Agreement, JBCC shall remove approximately 8,500 cubic yards of stockpiled soil from the Land, repair any damage caused by the removal, level the affected area, and close any open permits. JBCC shall also obtain releases of all monetary liens and correct the open code violations identified in the Purchase Agreement. Finally, closing is subject to the dismissal, with cause, of pending litigation regarding a certain easement and the Authority's approval of the related settlement documents.

Upon Board approval, the Authority will retain contractual flexibility to complete its remaining due diligence, address title, survey, and litigation-related matters, and determine whether to proceed with the acquisition before the scheduled closing date. Key milestones of the Purchase Agreement are outlined as follows:

Milestone	Deadline	Notes
Authority Board approval	November 17, 2026	Board approval is a condition of the Authority's obligation to close and must be obtained in writing before expiration of the inspection period.
Authority Inspection and due diligence expiration	November 20, 2026	The Authority may terminate the Agreement in its sole and absolute discretion before the deadline. Upon timely termination, the deposit is returned, less a $100 independent contractor consideration.
Pending litigation contingency	Before closing (December 4, 2026)	Closing is conditioned on dismissal of the pending lawsuit with prejudice and the Authority's approval of the settlement documents. If the contingency is not satisfied, the Authority may terminate and receive a return of the deposit, less the $100 independent contract consideration, or waive the contingency and proceed.
Scheduled closing	December 4, 2026	The Authority may proceed with closing, waive an unsatisfied closing condition where permitted, or terminate the Agreement when an applicable closing condition has not been satisfied.

Based on the opportunity to acquire a strategic piece of land immediately adjacent to the Airport and the information presented, the President, Chief Executive Officer, recommends the Board approve the Purchase and Sale Agreement for the purchase of approximately 2.19 acres of land located at 1200 University Parkway, at the corner of University Parkway and Old Bradenton Road for $3,150,000.

RECOMMENDATION: It is hereby recommended that the Sarasota Manatee Airport Authority Board approve the Purchase and Sale Agreement with JBCC Development, L.L.C. for the purchase of approximately 2.16 acres located at 1200 University Parkway, Sarasota, Florida, at the corner of University Parkway and Old Bradenton Road, at the purchase price of $3,150,000, subject to the terms, covenants, and conditions of the Purchase Agreement, and authorize the President, Chief Executive Officer, to execute the appropriate agreement and all documents required to complete this transaction.

ATTACHMENTS: Proposed Purchase and Sale Agreement, dated October 12, 2026.

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SARASOTA
BRADENTON
INTERNATIONAL

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "**Agreement**") is made as of the 12th day of October 2026 ("**Effective Date**"), by and between **JBCC DEVELOPMENT LLC,** a Florida limited liability company ("**Seller**"), and **SARASOTA MANATEE AIRPORT AUTHORITY**, an Independent Special District of the State of Florida("**Buyer**").

RECITALS

A. Seller is the owner of certain real property located at 1200 University Parkway, Sarasota, Florida 34234, situated in Sarasota County, Florida, having Parcel ID No. 0025040003, containing approximately 2.16 acres, and more particularly described **Exhibit "A"** attached hereto (the "**Land**").

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

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

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

ARTICLE 1
PURCHASE PRICE

1.1 Amount of Purchase Price. The purchase price of the Property is Three Million, One Hundred Fifty Thousand Dollars ($3,150,000) (the "**Purchase Price**").

1.2 Payment of Purchase Price. The Purchase Price will be paid by Buyer in U.S. funds by wire transfer to the trust account of Williams Parker Harrison Dietz & Getzen

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LLP, a Florida limited liability partnership ("**Closing Agent**" or "**Escrow Agent**"), having an address of 50 Central Avenue, 8th Floor, Sarasota, Florida 34236, at the time and place of closing provided in Article 5 and subject to the prorations and adjustments provided in Article 6.

1.3 The Deposit. Within 72 hours after the Effective Date, Buyer shall deliver to Escrow Agent a deposit of Ninety-Four Thousand, Five Hundred Dollars ($94,500.00) (the "**Deposit**") by wire transfer of immediately available federal funds. The Deposit shall be held and disbursed in accordance with the escrow provisions set forth in Section 1.4, below. The Deposit shall be paid to Seller and credited against the Purchase Price. Seller and Buyer agree that a portion of the Deposit equal to One Hundred Dollars ($100.00) (the "**Independent Contract Consideration**") has been bargained for as consideration for Seller's execution and delivery of this Agreement and for Buyer's right of review, inspection, and termination, and is independent of any other consideration or payment provided for in this Agreement and, notwithstanding anything to the contrary contained herein, is non-refundable in all events.

1.4 Escrow Provisions Regarding Deposit.

A. Escrow Agent shall hold the Deposit and make delivery of the Deposit to the party entitled thereto under the terms of this Agreement. Escrow Agent shall deposit the Deposit in a government-insured, non-interest-bearing account. Seller and Buyer agree that the Escrow Agent shall not be responsible for any penalties, loss of principal or interest, or the consequences of a delay in withdrawal of the Deposit (the "**Escrow**"), if any, which may be imposed as a result of the making or the redeeming of the above investment, as the case may be, pursuant to this Agreement. Seller and Buyer also agree that Escrow Agent shall not be liable for any loss or impairment of the Deposit while the Deposit is in the course of collection or of the Escrow if such loss or impairment results from the failure, insolvency or suspension of the financial institution in which the Deposit is deposited.

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

C. If the Deposit has not been released earlier in accordance with Section 1.4(B), and either party makes a written demand stating this Agreement has been terminated, or a party is in default upon Escrow Agent for payment of the Deposit, Escrow Agent shall give written notice to the other party of such demand in accordance with the notice provisions of this Agreement. If Escrow Agent does not receive a written objection from the other party to the proposed payment within five (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 instruc-

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tions from the parties to this Agreement or a final judgment or arbitrator's decision. However, Escrow Agent shall have the right at any time to deposit the Deposit with a court of competent jurisdiction in the state in which the Property is located. Escrow Agent shall give written notice of such deposit to Seller and Buyer. Upon such deposit, Escrow Agent shall be relieved and discharged of all further obligations and responsibilities hereunder.

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

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

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

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

ARTICLE 2
DUE DILIGENCE

2.1 Inspection Period. Subject to the terms of this Article 2, during the time that is on or before forty-five (45) days following the Effective Date (the "**Inspection Period**"), Buyer, and its agents, contractors, engineers, surveyors, attorneys, and employees (collectively, "**Consultants**") shall have the right from time to time to enter onto or into the Land, at Buyer's sole cost and expense, to do the following:

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A. conduct and make all customary studies, tests, examinations, inquiries, inspections and investigations (collectively, the "**Inspections**") of or concerning the Property (including, without limitation, engineering and feasibility studies; environmental studies; evaluation of drainage and floodplain; soil tests for bearing capacity and percolation and surveys, including topographical surveys; inspection of title matters; survey work; and site plan work);

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

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

D. review the materials set forth in Section 2.5.

2.2 Expiration of Inspection Period. Buyer shall have the right to terminate this Agreement, in its sole and absolute discretion, at any time on or before 11:59 p.m. (Eastern Time) on the last day of the Inspection Period (the "**Inspection Period Termination Deadline**"). If Buyer delivers written notice to Seller terminating this Agreement on or before the Inspection Period Termination Deadline, then (A) Escrow Agent shall return the Deposit to Buyer, less the Independent Contract Consideration (which Escrow Agent shall deliver to Seller), (B) Buyer shall pay the cancellation charges, if any, of Escrow Agent and Title Company (as defined in Section 3.1), and (C) this Agreement shall terminate automatically and be of no further force or effect and neither party shall have any further rights or obligations hereunder (other than pursuant to any provision hereof which expressly survives the termination of this Agreement). If Buyer does not deliver written notice to Seller terminating this Agreement pursuant to this Section 2.2, then the Deposit shall be non-refundable, except in the event of Seller's default or failure to fulfill Buyer's Closing Conditions (as defined in Section 8.1).

2.3 Conduct of Investigation, Insurance.

A. Buyer shall not permit any mechanic's or materialmen's liens or any other liens to attach to the Property by reason of the performance of any work or the purchase of any materials by Buyer or any other party in connection with any Inspections conducted by or for Buyer.

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

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

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

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

2.5 Documents Furnished to Buyer. Not later than fifteen (15) days after the Effective Date, Seller will furnish to Buyer the items identified on **Exhibit "B"** to the extent they are in the possession or control of Seller (collectively, the "**Materials**").

ARTICLE 3
TITLE AND SURVEY REVIEW

3.1 Title Insurance. On or before thirty (30) days after the Effective Date, Buyer may obtain a commitment (the "**Title Commitment**") from Old Republic National Title Insurance Company (the "**Title Company**") for issuance to Buyer of an owner's title insurance policy relating to the Land with coverage at least equal to the Purchase Price. If Buyer does not give notice to Seller of any objections to the conditions and exceptions set forth in the Title Commitment on or before the Inspection Period Termination Deadline, then the Title Commitment will be deemed acceptable to Buyer, and Buyer will accept title to the Property subject to such covenants, restrictions, easements, and reservations as may be set forth in the Title Commitment. If Buyer gives notice of objections to the conditions and exceptions set forth in the Title Commitment on or before the Inspection Period Termination Deadline, then Seller will have the option in its sole and absolute discretion either to (A) satisfy such objections prior to closing or (B) notify Buyer prior to Closing that Seller is unable or unwilling to satisfy such objections. If Seller gives such notice to Buyer, then Buyer will have the option in Buyer's sole and absolute discretion either to (A) elect to accept title to the Property subject to the matters to which Buyer has made objection or (B) elect to terminate this Agreement by delivery of notice to Seller of such termination. If Buyer elects to terminate this Agreement, all rights and obligations of the parties under this Agreement will terminate, except for any provision hereof that survives termination of this Agreement. Notwithstanding anything to the contrary, (A) all deeds of trust, tax certificates, code enforcement liens, mortgages, security instruments, security agreements, and financing statements securing a monetary obligation which encumber or otherwise

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affect all or any portion of the Property and to which Seller is party, and any judgments or liens encumbering the Property, other than judgments or liens that were created by, through or under Buyer (individually, a "**Monetary Lien**" and collectively, the "**Monetary Liens**") shall be deemed to be title defects regardless of whether Buyer provides notice, and (B) Seller shall be obligated to obtain a release of the Property from all Monetary Liens at or prior to Closing. For the avoidance of any doubt, at or prior to Closing, Seller shall correct all open code violations, including Case # 2026-00614 and Case #2025-01524 with the City of Sarasota, and satisfy in full any code enforcement liens.

3.2 Survey. On or before the Inspection Period Termination Deadline, Buyer may obtain a current survey (the "**Survey**") of the Land. The Survey will be performed by a Florida-licensed land surveyor; will comply with the provisions of Chapter 5J–17.050–.052, Florida Administrative Code, applicable to a land survey; and will be certified in favor of Buyer and the title insurer. If the Survey shows any violation of restrictions or governmental zoning regulations; any encroachments, gaps, or overlaps; or evidence of any unrecorded rights or claims of third parties to any portion of the Land or the use thereof, and if Buyer has an objection to any such matters, Buyer must notify Seller on or before the Inspection Period Termination Deadline of the matters disclosed by the Survey to which Buyer has an objection. If Buyer does not give such notice, then the Survey will be deemed acceptable to Buyer, and Buyer will accept title to the Property subject to all matters disclosed by the Survey. If Buyer gives notice of objections to matters disclosed by the Survey on or before the Inspection Period Termination Deadline, then Seller will have the option in its sole and absolute discretion either to (A) satisfy such objections prior to closing or (B) notify Buyer prior to Closing that Seller is unable or unwilling to satisfy such objections. If Seller gives such notice to Buyer, then Buyer will have the option in Buyer's sole and absolute discretion either to (A) elect to accept title to the Property subject to the matters to which Buyer has made objection or (B) elect to terminate this Agreement by delivery of notice to Seller of such termination. If Buyer elects to terminate this Agreement, all rights and obligations of the parties under this Agreement will terminate, except for any provision hereof that survives termination of this Agreement.

3.3 New Exceptions. If at any time after the expiration of the Inspection Period, any update to the Title Commitment or the Survey discloses any additional item having a material, negative, adverse effect on the Property, which item was not disclosed on any version of the Title Commitment or Survey delivered to Buyer during the Inspection Period (the "**New Exception**"), Buyer shall have a period of five (5) days from the date of its receipt of such update (the "**New Exception Review Period**") to review and notify Seller in writing of Buyer's approval or disapproval of the New Exception. If Buyer disapproves of the New Exception, Seller may, in Seller's sole discretion, notify Buyer as to whether it is willing to cure the New Exception (a "**New Objection Notice**") within five (5) days after the expiration of the New Exception Review Period. If Seller fails to deliver a notice to Buyer as to whether it is willing to cure the New Ex-

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ception within five (5) days after the expiration of the New Exception Review Period, Seller shall be deemed to have elected not to cure the New Exception. If Seller is unwilling or unable to cure the New Exception, Buyer may, as its exclusive remedy elect either: (A) to terminate this Agreement, in which event the Deposit (less the Independent Contract Consideration) shall be promptly returned to Buyer or (B) to waive the New Exception and proceed with the transactions contemplated by this Agreement, in which event Buyer shall be deemed to have approved the New Exception. If Buyer fails to notify Seller of its election to terminate this Agreement in accordance with the foregoing clause within ten (10) days after the expiration of the New Exception Review Period, Buyer shall be deemed to have elected to approve and irrevocably waive any objections to the New Exception. If Seller elects to cure the New Exception, Seller shall be entitled to reasonable adjournments of the Closing Date, not to exceed thirty (30) days after the Closing Date, to cure the New Exception. If Seller indicates Seller would cure a New Exception, and Seller fails to cure such New Exception prior to the date that is thirty (30) days after the Closing Date, then Buyer may terminate this Agreement and receive a return of the Deposit, less the Independent Contract Consideration, and all further rights and obligations of the parties under this Agreement will terminate, except for any provision hereof that survives termination of this Agreement.

ARTICLE 4
OPERATIONS AND RISK OF LOSS

4.1 Real Estate. Prior to Closing, as defined in Section 5.1, Seller may neither take nor permit any action without the consent of Buyer, other than actions by Buyer or Seller authorized under this Agreement, actions required by governmental authorities, or actions otherwise beyond the control of Seller, that would in any material, adverse respect modify any exceptions to title set forth in the Title Commitment, alter the condition or zoning of the Property, or impair Buyer's rights to the Property for its intended use.

4.2 New Agreements. Prior to Closing, Seller shall not enter into any contract that will be an obligation affecting the Property subsequent to Closing. On or prior to the Closing, Seller shall terminate any agreements pursuant to which services or goods are provided to the Property (collectively, the "**Operational Agreements**"), except for any Operational Agreements which are assumable and which Buyer has elected to assume in writing prior to the expiration of the Inspection Period.

4.3 Damage. Seller shall bear the entire risk of loss of the Property occurring prior to the Closing. In the event of material damage to the Property prior to Closing by flood, fire, wind, storm, or other casualty, Buyer shall have the option in Buyer's sole and absolute discretion either to: (A) accept title to the Property in its "as-is," damaged condition and payment to Buyer by Seller of all insurance amounts realized by Seller due to such loss; or (B) terminate this Agreement. If Buyer elects to terminate this Agreement, the Deposit shall be returned to Buyer immediately upon request, less the

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Independent Contract Consideration, and all further rights and obligations of the parties under this Agreement shall terminate, except for any other provision hereof that either expressly or implicitly survives termination of this Agreement.

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

4.5 Survival. The provisions of Sections 4.1 and 4.2 will survive the Closing.

ARTICLE 5
CLOSING

5.1 Closing Date. The closing of this Agreement (the "**Closing**") will be held on December 4, 2026 (the "**Closing Date**"). Closing will be held at the offices of Closing Agent.

5.2 Seller's Deliveries at Closing. At the Closing, Seller shall deliver the following:

A. *Deed*. A special warranty deed, executed and acknowledged by Seller, conveying to Buyer marketable fee simple title to the Land, subject only to applicable real estate taxes and assessments for the year of closing and subsequent years; governmental regulations; and covenants, restrictions, reservations, and easements of record (the "**Deed**"). The Deed will relinquish, terminate, and release any other easements, appurtenances, or rights of possession, if any, Seller may have over the Land, whether known or unknown, and whether such easements are express, implied, or prescriptive.

B. *Bill of Sale*. A bill of sale, executed by Seller, conveying to Buyer, without recourse and with no warranty of any kind, all of Buyer's interest in any improvements and personal property located on the Property, all of which shall be conveyed in "AS IS" condition.

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

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

E. *Seller's Certificate*. A certificate, executed by Seller, certifying that

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Seller's warranties and representations set forth in Section 7.1 are true and correct in all material respects as of the Closing Date (or stating in what material respects they are not true and correct as of such date);

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

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

5.3 Buyer's Deliveries at Closing. At the Closing, Buyer shall deliver the following:

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

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

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

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

5.5 Disbursement. Upon delivery of all sums and documents described in Sections 5.2 and 5.3 and delivery of possession of the Property, Closing Agent shall disburse to Seller the net proceeds of the Purchase Price.

ARTICLE 6
PRORATIONS AND EXPENSES

6.1 Taxes and Assessments. General real estate taxes and assessments imposed by governmental authority and any assessments by private covenant constituting a lien or charge on the Land shall be prorated as of the Closing Date based on the applicable discounted tax rate. If taxes or assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for exemptions and improvements. In the event the actual taxes differ from the tax amount used for proration, either party may demand a re-proration of taxes based upon the actual taxes. If any portion of the Land is a cutout from a larger tax parcel, (a) the proration will be calculated on a proportionate square footage basis and (b) the parties shall cooperate in obtaining from the applicable tax collector's office split bills for ad valorem taxes and assessments for the year of Closing. The parties acknowledge that Buyer will be entitled to an exemption from the payment of real property taxes and assessments for the Land for

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the period after Closing. If at Closing, the real estate taxes and assessments for the year of Closing have not been paid by Seller, an amount equal to share of the real estate taxes for the Land shall be credited to Buyer at Closing. If at Closing, the real estate taxes and assessments for the year of Closing have been paid by Seller, Buyer shall not be responsible for reimbursing Seller for any portion of the real estate tax bill, Buyer shall cooperate with Seller after Closing to obtain a corrected tax bill reflecting Buyer's exemption, and Seller shall be entitled to any refund of real estate taxes issued by the applicable tax collector's office. Any special assessments or public improvement liens levied, certified, or perfected against the Land by any governmental authority on or before the Closing Date shall be paid by Seller. Any special assessments or public improvement liens levied, certified, or perfected against the Land by any governmental authority following the Closing Date shall be paid by Buyer. The provisions of this Section 6.1 shall survive the closing.

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

6.3 Brokers. Seller and Buyer warrant each to the other that there are no brokers, agents, sales associates, or other persons or entities entitled to a commission or similar fee in connection with the transaction contemplated hereby, except Michelle Matson with LQ Commercial Group and LQ Commercial, representing Seller ("**Seller's Broker**"). At Closing, Buyer shall provide a credit to Seller in the amount of Ninety-Four Thousand, Five Hendred Dollars ($94,500) for broker commissions. Seller shall pay to Seller's Broker a commission of Ninety-Four Thousand, Five Hendred Dollars ($94,500) pursuant to a separate agreement between Seller and Seller's Broker. If any claim arises for real estate brokerage commissions, fees, or other compensation in connection with this transaction in favor of any broker, agent, sales associate, or finder, the party causing such claim, or through whom such claim is made, shall indemnify the other party and hold harmless against any loss, damage, or liability which the other party suffers as a result of such claim. The provisions of this Section 6.3 will survive the Closing.

ARTICLE 7
REPRESENTATIONS AND WARRANTIES

7.1 Seller's Representations and Warranties. As a material inducement to Buyer to execute this Agreement and consummate the purchase of the Property, Seller rep-

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resents and warrants to Buyer that the following statements are true:

A. *Authority*. Seller has the full right and authority and has obtained all consents required therefor, to enter into this Agreement and to consummate the sale of the Property. This Agreement and all the documents to be delivered by Seller at the Closing have been and will be authorized and properly executed and delivered by Seller and are, and will constitute, the valid and binding obligations of Seller. Seller is duly organized, validly existing and in good standing under the laws of the state of Florida.

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

C. *Conflicts and Pending Actions or Proceedings*. There is no agreement to which Seller is a party or, to the best of Seller's knowledge, without duty of investigation and/or inquiry, binding on Seller which conflicts with this Agreement. Except as otherwise set forth in Article 11 herein below, there is no action or proceeding pending or, to the best of Seller's knowledge, without duty of investigation and/or inquiry, threatened against Seller which challenges or impairs Seller's ability to execute or perform its obligations under this Agreement.

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

E. *Environmental*. To the best of Seller's knowledge, without duty of investigation and/or inquiry, there has been no Release of a Hazardous Substance on or from the Land, or any part thereof. Seller has not received written notification that it is a potentially responsible party under Section 107 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA") as a result of acts or omissions on, or in any manner affecting, the Land. Seller has not received written notification from any state or local government under any similar provisions of state or local law. For purposes of this Agreement, the term "Hazardous Substance" means any substance identified in Section 101(14) of CERCLA, petroleum (including crude oil or any fraction thereof), polychlorinated biphenyls, or asbestos, and the term "Release" has the meaning given to such term in Section 101(22) of CERCLA. The term "Environmental Laws" includes the Clean Air Act; the Clean Water Act and the Water Quality Act of 1987; the Federal Insecticide, Fungicide, and Rodenticide Act; the Marine Protection, Research, and Sanctuaries Act; the National Environmental Policy Act; the Noise Control Act; the Occupational Safety and Health Act; the Resource Conservation and Recovery Act, as amended by the Hazardous and Solid Waste Amendments of 1984; the Safe Drinking Water Act; CERCLA, as amended by the Superfund Amendments and Reauthorization Act and by the Emergency Planning and Community Right-to-Know Act; the Toxic Substance Control Act; and the Atomic Energy Act, all as

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may have been amended as of the date of this Agreement, together with their implementing regulations and guidelines as of the date of this Agreement. The term "Environmental Laws" also includes all state, regional, county, municipal, and other local laws, regulations, and ordinances that are equivalent or similar to the Federal laws recited above or that purport to regulate Hazardous Substances.

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

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

H. *Materials*. The Materials delivered or made available to Buyer under this Agreement constitute all Materials in Seller's possession or control, excluding only attorney-client privileged communications and internal valuation analyses prepared solely for Seller's ownership or disposition of the Property. To Seller's knowledge, the Materials delivered or made available to Buyer are true, correct, and complete copies of the documents in Seller's possession or control. Seller has no knowledge that any of the Materials contain any misstatement of fact or omit any information necessary to make the information contained therein not materially misleading.

I. *Obligations*. As of the Closing, no bills for labor, services, or materials furnished to the Land will remain unpaid.

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

K. *Litigation*. Except as otherwise set forth in Article 11 herein below, there is no action, suit, or proceeding, including any condemnation or rezoning proceeding, pending or, to the best of Seller's knowledge, without duty of investigation and/or inquiry, 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.

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

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

N. *OFAC*. Seller is not a Prohibited Person (as defined below). As used herein, a "**Prohibited Person**" is (i) a person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, Executive Order No. 13224 on Terrorist Financ-

Docusign Envelope ID: 4C4086C3-9494-849E-8386-AA1513AF49A7

ing (effective September 24, 2001) (the "**Executive Order**"), (ii) a person or entity owned or controlled by, or acting for or on behalf of any person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, the Executive Order, (iii) a person or entity that is named as a "specially designated national" or "blocked person" on the most current list published by the U.S. Treasury Department's Office of Foreign Assets Control ("**OFAC**") at its official website, http://www.treas.gov/offices/enforcement/ofac, (iv) a person or entity that is otherwise the target of any economic sanctions program currently administered by OFAC, or (v) a person or entity that is affiliated with any person or entity identified in clauses (i), (ii), (iii) and/or (iv) of this Section 7.1(M).

7.2 Buyer's Representations and Warranties. Buyer represents and warrants to Seller that the following statements are true:

A. *Authority*. Subject to Section 8.1(F), Buyer has the full right and authority and has obtained all consents required therefore, to enter into this Agreement and to consummate the purchase of the Property. This Agreement and all the documents to be delivered by Buyer at Closing have been and will be authorized and properly executed and delivered by Buyer and are, and will constitute, the valid and binding obligations of Buyer. Buyer is duly organized, validly existing, and in good standing under the laws of the state of Florida.

B. *Consents*. Subject to Section 8.1(F), no third-party approval or consent is required for Buyer to enter into this Agreement or to consummate the transaction contemplated hereby.

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

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

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

7.3 Survival. The representations and warranties of Buyer and Seller set forth in Sections 7.1 and 7.2 will survive the Closing and delivery of all conveyance

Docusign Envelope ID: 4C4086C3-9494-849E-8386-AA1513AF49A7

documents under this Agreement for a period of twelve (12) months.

ARTICLE 8
CONDITIONS PRECEDENT TO CLOSING

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

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

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

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

D. *Bankruptcy*. Seller shall not be a debtor in any bankruptcy proceeding nor shall have been in the last six (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, or (ii) prohibit the transaction contemplated hereby.

F. *Board Approval*. This Agreement and the transactions contemplated thereby shall be subject to formal approval by the Sarasota Manatee Airport Authority Board, which said approval shall be obtain by the Buyer in writing, and a copy delivered to Seller, on or before the expiration of the Inspection Period.

G. *Lawsuit Contingency*. The Lawsuit Contingency (as defined in Section 11.2).

8.2 Failure of Buyer's Closing Conditions. If any of Buyer's Closing Conditions are not met (subject to Seller's right to cure), Buyer may either (A) waive any of Buyer's Closing Conditions and proceed to closing on the Closing Date with no offset

Docusign Envelope ID: 4C4086C3-9494-849E-8386-AA1513AF49A7

or deduction from the Purchase Price, (B) terminate this Agreement and receive a return of the Deposit (less the Independent Contract Consideration), or (C) if such failure constitutes a default by Seller, exercise any of its remedies pursuant to Section 9.2 below.

ARTICLE 9
DEFAULTS AND REMEDIES

9.1 Buyer Default. Time is of the essence of Buyer's obligations hereunder. If Buyer fails to complete the acquisition as herein provided by reason of any default by Buyer, and such failure continues for ten (10) days after delivery of written notice thereof from Seller to Buyer, Seller, as its sole and exclusive remedy, shall be entitled to terminate this Agreement and have the Deposit paid to Seller as liquidated damages. For purposes of certainty, the immediately preceding sentence shall specifically exclude Buyer's failure to close, which shall not require any written notice from Seller. The Parties hereby agree that the amount of the Deposit is a fair and reasonable estimate of the total detriment that Seller would suffer in the event of Buyer's default and failure to duly complete the acquisition hereunder. Seller hereby waives all claims, actions and rights against Buyer, including, without limitation, any action for specific performance or damages; provided, however, that Buyer agrees to pay all escrow cancellation fee. SELLER AND BUYER ACKNOWLEDGE THAT SELLER'S DAMAGES WOULD BE DIFFICULT TO DETERMINE, AND THAT THE DEPOSIT IS A REASONABLE ESTIMATE OF SELLER'S DAMAGES RESULTING FROM A DEFAULT BY BUYER IN ITS OBLIGATION TO PURCHASE THE PROPERTY. SELLER AND BUYER FURTHER AGREE THAT THIS SECTION 9.1 IS INTENDED TO AND DOES LIQUIDATE THE AMOUNT OF DAMAGES DUE SELLER, AND SHALL BE SELLER'S EXCLUSIVE REMEDY AGAINST BUYER, BOTH AT LAW AND IN EQUITY, ARISING FROM OR RELATED TO A BREACH BY BUYER OF ITS OBLIGATION TO CONSUMMATE THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, OTHER THAN WITH RESPECT TO ANY INDEMNITY AND CONFIDENTIALITY OBLIGATIONS HEREUNDER.

9.2 Seller Default. Time is of the essence of Seller's obligations hereunder. If Seller fails to comply with any of its obligations hereunder which are required to be performed at or prior to Closing, and such failure continues for ten (10) days after delivery of written notice thereof from Buyer to Seller, Buyer, at Buyer's option, shall be entitled to: (A) terminate this Agreement, in which event (i) the Deposit, less the Independent Contract Consideration, which Escrow Agent shall deliver to Seller, shall be returned to Buyer, (ii) Seller shall pay any cancellation charges of Escrow Agent and reimburse Seller for any actual third-party out-of-pocket costs and expenses, including reasonable attorneys' fees, costs and disbursements, related to the negotiation and preparation of this Agreement and the transactions contemplated hereby and Buyer's due diligence, which said amount shall not exceed Twenty-Five Thousand and No/100 Dollars ($25,000.00), and (iii) both parties shall be discharged from all duties and per-

Docusign Envelope ID: 4C4086C3-9494-849E-8386-AA1513AF49A7

formance hereunder, except for any obligations which by their terms survive any termination of this Agreement; or (B) pursue and obtain specific performance of Seller's obligations hereunder, without the necessity of proving irreparable harm or posting any security, including to convey the Property as provided herein.

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

ARTICLE 10
MISCELLANEOUS

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

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

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

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

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

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

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

10.8 Indemnification. Any obligation contained herein to indemnify a party includes indemnification against any attorney's fees incurred by such party in connection

Docusign Envelope ID: 4C4086C3-9494-849E-8386-AA1513AF49A7

with trial or appellate proceedings. Any obligation contained herein on the part of Buyer to indemnify a party shall be limited "to the fullest extent permitted by law, without waiving sovereign immunity" regardless of whether expressly stated.

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

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

If to Seller: JBCC Development, L.L.C.
1858 Ringling Boulevard
Suite 200
Sarasota, Florda 34236
Attn: Clint Conway
Email: triplenetinvest@gmail.com

With a copy to: DHR LAW, PLLC
2639 Fruitville Road
Suite 203
Attn: David H. Rosenberg, Esq.
Email: David@DHRLAW.com

If to Buyer: Sarasota Manatee Airport Authority
Sarasota Bradenton International Airport
6000 Airport Circle
Sarasota, Florida 34243
Email: emin.aydin@flysrq.com
Email: Raymond.anderson@flysrq.com

With a copy to: Williams Parker Harrison Dietz & Getzen
50 Central Avenue, 8th Floor
Sarasota, Florida 34236
Attn: Kyle D. Elliott, Esq.
Email: kelliott@williamsparker.com

Docusign Envelope ID: 4C4086C3-9494-849E-8386-AA1513AF49A7

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

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

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

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

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

ARTICLE 11
SPECIAL PROVISIONS

11.1 Dirt. There is approximately 8,500 cubic yards of dirt ("Dirt") being stockpiled on the Property. Notwithstanding anything herein to the contrary, the Dirt is specifically excepted from this Agreement. Seller shall remove the Dirt, at Seller's sole cost and expense, on or before thirty (30) days following the Effective Date. Seller shall at all times follow all governmental regulations and prudent operation techniques and practices in connection with the transportation and removal of Dirt and repair any damage to the Property caused thereby. Seller shall leave the property underneath the Dirt in a condition compliant with governmental regulations and leveled to the existing elevation of the rest of the Property and close any open permits resulting from Seller's work.

11.2 Settlement of Pending Litigation. The Property was originally part of a larger tract of land known as the Sarasota Kennel Club. In connection with the Seller's

Docusign Envelope ID: 4C4086C3-9494-849E-8386-AA1513AF49A7

acquisition of the Property, it entered that certain Declaration of and Agreement Regarding Easements recorded in Instrument #2019155983, Official Records of Sarasota County, Florida. This was amended in the 1st Amended Declaration of Easements recorded in Instrument #2020114911, Official Records of Sarasota County, Florida. Subsequently, it was discovered that there was an error in the sketch and description of one of the access easements providing ingress and egress to Old Bradenton Road. Seller was unable to reach an amicable resolution to the matter and in November 2023, Seller commenced the action styled as *JBCC Development, LLC v. EB Airport Holdings, LLC, et al.*, Case No. 2023-CA-007957-NC, in the Circuit Court of the Twelfth Judicial Circuit, Sarasota County, Florida ("Lawsuit"). As part of the Lawsuit, Seller brought an action for reformation of the Declaration of Easements and 1st Amended Declaration of Easements to correct the error in the description of the easements contained therein. The parties to the Lawsuit have reached an agreement to end the Lawsuit and are currently finalizing settlement documents (the "Settlement Documents"). Seller shall provide Buyer with a copy of all Settlement Documents no later than three (3) days following full execution. No later than fifteen (15) days following receipt, Buyer shall approve or reject the Settlement Documents in writing. Buyer's obligation to close under this Agreement shall be subject to and conditioned upon the following (the "Lawsuit Contingency"): (i) the Lawsuit has been dismissed with prejudice and (ii) the Settlement Documents have been approved by Buyer, in Buyer's sole and absolute discretion. If the Lawsuit Contingency has not been satisfied prior to Closing, then Buyer may either (A) waive the Lawsuit Contingency and proceed to closing on the Closing Date with no offset or deduction from the Purchase Price, or (B) terminate this Agreement and receive a return of the Deposit (less the Independent Contract Consideration). Under no circumstances shall such failure constitute a default by Seller and Buyer shall not be able to exercise any of its remedies pursuant to Section 9.2 below. For purposes of certainty, Seller shall pay all settlement fees in connection with he Lawsuit and Settlement Documents (which obligation will survive Closing) and may pay any and all settlement fees in connection with the Lawsuit from Seller's proceeds received at Closing.

11.3 Parking License. Upon Buyer's written request, Seller and Buyer shall enter into a vehicle parking license agreement substantially similar to the form attached hereto as **Exhibit "C"** containing the following terms: (i) a Term beginning on November 1, 2026, and ending on the Closing Date, and (ii) a license fee of $5,000.00.

[*Signature page follows*]

Docusign Envelope ID: 4C4086C3-9494-849E-8386-AA1513AF49A7

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

JBCC DEVELOPMENT LLC, a Florida limited liability company

By: Jebco Ventures Inc., a Georgia corporation, as its Manager

DocuSigned by:
By: James E. Bridges
C21F3D3697CD48A...
Print name: James E. Bridges
As its: President

By: Clinton Paul Conway LLC, a Florida Limited liability company, as its Manager

DocuSigned by:
By: Clinton P. Conway
F8A70780688A493...
Print name: Clinton P. Conway
As its: Manager

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

By: _____
_____, as its _____

Approved as to Form & Legality for

Sarasota Manatee Airport Authority

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

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

JBCC DEVELOPMENT LLC, a Florida limited liability company

By: Jebco Ventures Inc., a Georgia corporation, as its Manager

By: _____
Print name: James E. Bridges
As its: President

By: Clinton Paul Conway LLC, a Florida Limited liability company, as its Manager

By: _____
Print name: Clinton P. Conway
As its: Manager

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

By: boxSIGN 4P5KJQ8R-4K3273L8
Paul L. Hoback, Jr., as its President/CEO

Approved as to Form & Legality for

Sarasota Manatee Airport Authority

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

Docusign Envelope ID: 4C4086C3-9494-849E-8386-AA1513AF49A7

ESCROW AGENT'S SIGNATURE PAGE

The undersigned executes the Agreement to which this signature page is attached for the purpose of agreeing to the provisions of section 1.4 of the Agreement, and hereby establishes _____, 2026 (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: _____

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EXHIBIT "A"

A portion of the Northwest 1/4 of the Southwest 1/4 of Section 6, Township 36 South, Range 18 East, Sarasota County, Florida, more particularly described as follows:

Commence at the Northwest corner of the Southwest 1/4 of said Section 6; thence South 01°11'08"E, along the West line of said Section 6, a distance of 80.00 feet; thence North 89°03'18"East, a distance of 50.00 feet to the intersection of the South R/W line of University Parkway (Desoto Road) per right of way Plat Book 4, Page 46B and the East R/W line of Old Bradenton Road (80'R/W) and the Point of Beginning; thence continue North 89°03'18" East, along said R/W, a distance of 384.44 feet; thence South 01°11'06" East, a distance of 253.55 feet; thence North 88°19'24" West, a distance of 384.91 feet to a point on the East R/W line of said Old Bradenton Road (80' R/W); thence North 01°11'08" West along said R/W, a distance of 235.95 feet to the Point of Beginning.

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EXHIBIT "B"

1. All Licenses
2. All Operational Agreements
3. All surveys and title insurance policies related to the Property
4. Any documents related to the zoning, re-zoning or variance to zoning of the Land or any part thereof
5. Any notice received by Seller pertaining to any uncured violation of any law, ordinance, or regulation for the Property
6. All engineering reports related to soils, subsidence, seismic, geotechnical, flood plains, drainage, or acoustical
7. A copy of architectural and engineering plans and specifications for any current or planned improvements
8. All reports and records relating to the environmental condition of the Property, including any information relating to asbestos abatement, the removal or closure of any underground storage tanks, or any other environmental abatement procedures
9. Copies of casualty and liability insurance policies currently covering the Property
10. Any current leases or subleases (including amendments or addendums thereto) currently encumbering the Property, together with any rent roll
11. A list of all repairs, renovations, or improvements currently in progress on the Property, if any, together with information regarding the party responsible for payment, contractors or subcontractors performing the work, and the status of any payments for such work

Docusign Envelope ID: 4C4086C3-9494-849E-8386-AA1513AF49A7

EXHIBIT "C"

LICENSE AGREEMENT

THIS LICENSE AGREEMENT made and entered into this _____ day of August 2025, (hereinafter referred to as "License" or "Agreement") by and between the **SARASOTA MANATEE AIRPORT AUTHORITY**, a body politic and corporate organized and existing under the laws of the State of Florida, hereinafter referred to as the "Authority" and **JBCC DEVELOPMENT, LLC**, a Limited Liability Company, organized and existing under the laws of the State of Florida, hereinafter called "Licensor", collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, Authority owns and manages the Sarasota Bradenton International Airport located in Manatee and Sarasota Counties, Florida (hereinafter the "Airport"); and

WHEREAS, Authority wishes to acquire approximately one and one half (1.5) acres of additional paved vehicle parking for passenger and guest vehicle parking at the Airport during the holiday travel season (herein after "Paved Parking"); and

WHEREAS, Licensor owns approximately 1.5 acres of Paved Parking adjacent to at the Airport, located at the Southeast corner of University Parkway and Old Bradenton Road, as depicted on the attached Exhibit A; and

WHEREAS, Licensor is willing to permit Authority to use said Paved Parking for passenger vehicle and guest parking at the Airport during the holiday travel season;

NOW, THEREFORE, in consideration of the use and occupancy of that Paved Parking (or hereinafter "Premises" or "Licensed Premises") and the mutual covenants herein contained, and for such other good and valuable consideration, the receipt of which the parties hereby expressly acknowledge, the parties hereto covenant and agree as follows (hereinafter collectively referred to as "Agreement" or "this Agreement"):

1. LICENSED PREMISES

The Licensed Premises shall consist of approximately 1.5 acres of the Licensed Premises, which location is depicted on Exhibit A attached hereto and made part of this Agreement.

2. USE OF PREMISES

Licensor grant Authority the exclusive right to use and occupy the Licensed Premises for the parking and temporary storage of passenger and guest vehicles at the Airport, and any ancillary use pertinent thereto, including but not limited to the pickup, drop-off and transport of Airport passengers and guest to and from the Airport Terminal.

Docusign Envelope ID: 4C4086C3-9494-849E-8386-AA1513AF49A7

3. TERM OF LICENSE

The term of this Agreement shall commence November 1, 2025 and shall continue uninterrupted thereafter through January 30, 2026 ("Term"), unless earlier terminated as provided in Article 4 herein.

4. RENT FOR LICENSE

As consideration of Authority's use of the Licensed Premises, the Authority shall pay Licensor Five Thousand Dollars ($5,000.00) per month for exclusive use of the Licensed Premises during the Term hereof.

5. EARLY TERMINATION

Either party reserves the right to terminate this Agreement by providing the other party ten (10)-days advance written notice of its intent to terminate this Agreement.

6. LIABILITY AND INDEMNIFICATION

To the extent possible, and in accordance with the above paragraph, each Party to this Agreement shall be solely responsible for the actions and/or omissions carried out by its own employees, agents, and representatives involved in the implementation of the objectives of this Agreement, accepting responsibility for the repair of any possible damage caused in the execution of this Agreement, whether to the other Party, or to third parties. Nothing herein shall be construed as creating joint or several liabilities between parties.

7. ADDITIONAL INSURED ENDORSEMENT

Authority shall endorse Licensor as an "Additional Insured" on Authority's Commercial General Liability policy. The "Additional Insured" endorsements shall provide coverage on a primary basis. "Additional Insured" endorsements shall read "JBCC Development, LLC, its Officers, Employee, and Agents, c/o JBCC Development, LLC,1858 Ringling Boulevard, Suite 200, Sarasota, FL 34236".

8. ASSIGNMENT, TRANSFER AND SUBLETTING

Authority shall not assign, transfer, or sublet in whole or in part this License or any portion of the Licensed Premises.

9. MISCELLANEOUS ACKNOWLEDGMENTS, DUTIES AND OBLIGATIONS

A. The Authority expressly covenants, warrants, guarantees, and represents to Licensor, upon which Licensor expressly relies, that the Authority is knowledgeable of, and shall comply with, all applicable Federal, State, and local laws, ordinances, rules, and regulations applicable to its use of the Licensor Licensed property as provided for herein.

B. The parties hereto expressly agree that no agent, employee, or elected officer of the Authority nor that no agent, employee, or elected officer of the Licensor has been given an inducement or promise of any kind in connection with the approval of this Agreement or the Authority's use of the Licensor's Licensed property.

(Continued on next page).

Docusign Envelope ID: 4C4086C3-9494-849E-8386-AA1513AF49A7

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, as of the day and year first above written.

SARASOTA MANATEE AIRPORT AUTHORITY	**JBCC DEVELOPMENT, LLC**
Signature:_____	Signature:_____
Name: Fredrick J. Piccolo, A.A.E.	Name: _____
Title: President, CEO	Title: _____
Date:_____	Date: _____
WITNESS FOR SARASOTA MANATEE AIRPORT AUTHORITY	**WITNESS FOR JBCC DEVELOPMENT, LLC**
Signature:_____	Signature: _____
Name:_____	Name: _____
Title:_____	Title: _____
Date:_____	Date: _____

SARASOTA MANATEE AIRPORT AUTHORITY
NOVEMBER 17, 2026, REGULAR MEETING
STAFF NARRATIVE

REQUEST TO AWARD CONSTRUCTION CONTRACT
FOR TAXIWAY ALPHA RECONSTRUCTION/REHABILIATION – BID PACKAGE 1

EXECUTIVE SUMMARY: On March 23, 2026, the Airport Authority issued a Request for Bids for the Taxiway Alpha Reconstruction/Rehabilitation Project – Bid Package I at the Sarasota Bradenton International Airport. On May 22, 2026, the Authority received three bids, and E.O. Koch Construction Co. was determined to be the lowest responsive bidder for $28,335,215.00.

NARRATIVE: In November of 2019, a pavement assessment was completed by the Florida Department of Transportation ("FDOT") to determine the condition of all airside pavements at the Sarasota Bradenton International Airport (the "Airport"). Based on the assessment's findings, including pavement condition indexes, key metrics, and related indicators, it was reasonably determined that Taxiway Alpha (the "Taxiway") was in only fair condition and multiple Taxiway connectors were in near-poor condition requiring reconstruction and rehabilitation. Following a complete review of the assessment, a project definition was developed to include rehabilitation and reconstruction of the pavement, replacement of the edge lighting and conductors, upgrade of the electrical components and airfield vault, modification of the geometric layouts, and installation of holding aprons for light aircraft (collectively, the "Project").

Due to the size and complexity of the Project, it was determined by staff to separate the scope of services required into two (2) bid packages, using the Airport's crosswind Runway 4-22 as the delineation between the northern portion of the Taxiway Alpha ("Bid Package I") and the southern portion of the Taxiway Alpha ("Bid Package II"). On March 23, 2026, the Airport Authority issued a Request for Bids for Bid Package I, and on May 22, 2026, the following four (4) bids were received:

	ENGINEER'S ESTIMATE	E.O. Koch Construction	Ajax Paving Industries of Florida	Crisdel Group Inc.
BASE BID	$ 27,744,612.20	$ 24,996,947.00	$ 26,122,328.45	$ 27,425,268.00
BID ADD ALTERNATE 1	$ 1,366,137.80	$ 1,224,192.00	$ 1,382,252.85	$ 1,233,225.00
BID ADD ALTERNATE 2	$ 1,250,750.40	$ 1,479,326.00	$ 1,364,940.31	$ 1,179,127.00
BID ADD ALTERNATE 3	$ 423,750.00	$ 634,750.00	$ 583,772.23	$ 708,100.00
TOTAL BASE BID AND BID ADD ALTS	**$ 30,785,250.40**	**$ 28,335,215.00**	**$ 29,453,293.84**	**$ 30,545,720.00**

All bids were reviewed by the Authority's consultant, Kimley-Horn, General Counsel, and staff for concurrence. All bids were found to include only minor mathematical errors and other immaterial discrepancies, which Kimley-Horn, General Counsel, and staff determined were able to be waived pursuant to the bid instructions. As a result, all bids received were determined to be responsive, and the lowest responsive bid was received from E.O. Koch Construction Co. for $28,335,215.00.

The construction duration for Bid Package I is 419 calendar days. FAA funding is anticipated for 90% of the total costs of Bid Package I. All remaining costs attributable to Bid Package I shall be divided equally between the Authority and FDOT. Based on the information presented, the President and Chief Executive Officer recommends the Board award the construction contract for Taxiway Alpha Reconstruction/Rehabilitation Project – Bid Package 1 to E.O. Koch Construction

Co., in the amount of 28,335,215.00, subject to receipt of the appropriate FAA funding and direct staff to evaluate potential project cost savings for consideration by the FAA and the Board.

RECOMMENDATION: It is hereby recommended that the Sarasota Manatee Airport Authority award the construction contract for Taxiway Alpha Reconstruction/Rehabilitation Project – Bid Package 1 to E.O. Koch Construction Co., for $28,335,215.00, subject to receipt of the appropriate FAA funding, direct staff to evaluate potential project cost savings for consideration by the FAA and the Board, and authorize the President and Chief Executive Officer to execute the appropriate construction contract and grants to implement this action.

ATTACHMENTS: Williams Parker letter of concurrence dated June 11, 2026.

CONTRACT FORM – UNIT PRICE

THIS CONTRACT made and entered into this _____day of _____, in the year 2026, by and between the SARASOTA MANATEE AIRPORT AUTHORITY, hereinafter called the Owner, and **E.O. KOCH CONSTRUCTION** hereinafter called the Contractor.

WITNESSETH, that the Contractor, for and in consideration of the payments hereinafter specified and agreed to be made by the Owner, hereby covenants and agrees to furnish and deliver all of the materials and supplies, to do and perform all of the work and labor required to be furnished and delivered, done and performed for "**Taxiway Alpha and Alpha Connectors Reconstruction/Rehabilitation – Bid Package 1**," and to complete the work in conformity with the Plans, Drawings, Specifications and all other Contract Documents on file at the office of the Senior Vice President of Engineering of the Airport Authority. The Bid Documents (as defined in Section 10 of the General Provisions), Plans, Drawings, Specifications and all other Contract Documents (as defined in Section 10 of the General Provisions) are incorporated herein and made a part they had been set forth fully in the body of this Contract.

The Contractor agrees to make payment of all proper charges for labor, materials, supplies and services required in the aforementioned work, and to defend, indemnify, and hold harmless the Owner in accordance with the Contract Documents.

If the Contractor shall fail to comply with any of the terms, conditions, provisions, or stipulations of this Contract, according to the true intent and meaning thereof, then the Owner may avail itself of any or all remedies provided in the Contract and shall have the right and power to proceed in accordance with the provisions thereof.

The acceptance of final payment by the Contractor shall be considered as a release in full of all claims against the Owner or any of their members, officers, agents, employees or servants directly or indirectly arising out of, or by reason of, the work or labor performed or the materials, services or supplies furnished under this Contract, except for those claims, disputes and other matters arising out of or relating to said Contract which have been raised by written demand in accordance with the Contract Documents prior to this date and identified by the Contractor as unsettled in the final Application for Payment.

In consideration of the premises, the Owner will pay to the Contractor for the said Work, when fully completed, the Total Contract Not-to-Exceed Price of Twenty-Eight Million, Three Hundred Thirty-Five, Two Hundred Fifteen Dollars and Zero Cents (**$28,335,215.00**) subject to such additions and deductions as may be provided for in the Contract Documents. Payments shall be made upon the terms set forth in the Contract Documents/Technical Specifications.

Unless otherwise declared in an addendum hereto, the Contractor warrants to the Owner that no member, officer or employee of the Owner has any material interest (as defined in Section 112.312(1), Florida Statutes), either directly or indirectly, in the business of the Contractor to be conducted hereunder, that for Contracts being funded in whole or in part by the Florida Department of Transportation, no person who has within the past year been a member, officer or employee of the Owner has any material interest, either directly or indirectly, in the business of the Contractor to be conducted hereunder, and that no such persons shall have any such interest at any time during the term hereof.

IN WITNESS WHEREOF, the said AIRPORT AUTHORITY has caused this Contract to be executed in its name by its President, Chief Executive Officer or an Airport Authority Officer; and attested by its Secretary or its Assistant Secretary, and has caused its seal to be hereto attached; and the Contractor has caused this Contract to be executed in its name by Aaron Nadaskay, its President, attested by Amy Smith, its Secretary, and has caused the seal of said corporation to be hereunto attached, all on the day and year first above written.

Signed, sealed and delivered
in the presence of:

AIRPORT AUTHORITY

By: _____
President, Chief Executive Officer

(If Contractor is a corporation)

E.O. Koch Construction

By: _____
President or Authorized Representative

Attest: Amy Smith - Witness
Secretary

WILLIAMS PARKER
ATTORNEYS AT LAW • ESTABLISHED 1925

Charles D. (Dan) Bailey, Jr.
Attorney at Law
dbailey@williamsparker.com
T: (941) 329-6609
F: (941) 954-3172

June 11, 2026

Robert L. Furr, R.A., Senior Vice President
Engineering, Planning & Facilities
Sarasota Manatee Airport Authority
6000 Rick Piccolo Circle, Sarasota, Florida 34243

Re: Bid Review/Contract Award Recommendation
Taxiway Alpha & Alpha Connectors Reconstruction/Rehabilitation

Dear Mr. Furr:

Mr. Cameron Newhouse, Director of Engineering for the Sarasota Bradenton International Airport, has solicited my review and recommendation regarding the bids received on May 22, 2026 for the above-referenced project. In that connection, I have reviewed the letter of May 26, 2026, from Jared Moreng, P.E., project manager of record for Himley-Horn, addressed to Mr. Newhouse, which provides a bid tabulation and recommendation of award.

Bids were submitted by E.O. Koch Construction; Ajax Paving; and Crisdel Group, Inc. E.O. Koch submitted the apparent Lowest Base Bid of $24,996,947.00; the Lowest Alternate 1 Bid of $1,224,192.00; the Lowest Alternate 2 Bid of $1,479,326.00; and Lowest Alternate 3 Bid of $634,750.00; for a Total Bid of $28,335,215.00. Mr. Moreng noted minor discrepancies in the E.O. Koch bids but none of them significantly affected the bids. He does, however, recommend that the SMAA consult with FAA, FDOT and the undersigned legal counsel prior to awarding the contract.

I find that E.O. Koch is indeed the lowest and best bidder, and I recommend that it be awarded the contract based on its Total Bid of $28,335,215.00.

Sincerely,

Dan Bailey

Charles D. (Dan) Bailey, Jr.
For the Firm

cc: Jared Moreng, P.E.
Cameron Newhouse, Director of Engineering

11217056.v1

SARASOTA MANATEE AIRPORT AUTHORITY
NOVEMBER 17, 2026, REGULAR MEETING
STAFF NARRATIVE

REQUEST TO AWARD
PROFESSIONAL SERVICES AGREEMENT FOR CONSTRUCTION PHASE SERVICES
FOR TAXIWAY ALPHA RECONSTRUCTION/REHABILIATION - BID PACKAGE 1

EXECUTIVE SUMMARY: On March 31, 2025, the Airport Authority Board selected Kimley-Horn and Associates, Inc. as the preferred firm to enter negotiations to provide construction-phase services, including testing, inspection, project and grant administration, for the Taxiway Alpha Reconstruction and Rehabilitation Project. The negotiated fee for the construction-phase services is $1,976,990.70.

NARRATIVE: In November of 2019, a pavement assessment was completed by the Florida Department of Transportation ("FDOT") to determine the condition of all airside pavements at the Sarasota Bradenton International Airport (the "Airport"). Based on the assessment's findings, including pavement condition indexes, key metrics, and related indicators, it was reasonably determined that Taxiway Alpha (the "Taxiway") was in only fair condition and multiple taxiway connectors were in near-poor condition, requiring reconstruction and rehabilitation. Following a complete review of the assessment, a project definition was developed to include rehabilitation and reconstruction of the pavement, replacement of the edge lighting and conductors, upgrade of the electrical components and airfield vault, modification of the geometric layouts, and installation of holding aprons for light aircraft (collectively, the "Project").

Due to the size and complexity of the Project, it was determined by staff to separate the scope of the work into two bid packages, utilizing the Airport's crosswind Runway 4-22 as the delineation between the northern portion of Taxiway Alpha ("Bid Package I") and the southern portion of Taxiway Alpha ("Bid Package II"). Request for Bids for Bid Package 1 was issued by staff, and the lowest responsive bid was received from E.O. Koch Construction Co. for $28,335,215.00.

In anticipation of the Project, on December 9, 2024, the Airport Authority issued a request for qualification ("RFQ") for construction-phase services, including testing, inspection, project and grant administration, for Bid Package I. Responses to the RFQ were received from five (5) firms, including American Infrastructure Development, Inc., AtkinsRealis, AVCON, Inc., C&S Companies, Inc., and Kimley-Horn and Associates, Inc. At its regular Board meeting in May 2025, the Airport Authority selected Kimley-Horn and Associates, Inc. as the top-ranked firm to enter negotiations. The negotiated fee for the construction-phase services required is $1,976,990.70, consistent with FAA professional services guidelines.

The construction duration for Bid Package I of the Project is 419 calendar days. FAA funding is anticipated for 90% of the total project costs. All remaining Project costs shall be divided equally between the Authority and FDOT. Based on the information presented, the President and Chief Executive Officer recommends that the Board approve the award of the professional services agreement for construction-phase services, including testing, inspection, project and grant administration, for the Taxiway Alpha Reconstruction/Rehabilitation Project – Bid Package I to Kimley-Horn and Associates, Inc., for $1,976,990.70, plus a 15% contingency, subject to receipt of the appropriate FAA funding.

RECOMMENDATION: It is hereby recommended that the Sarasota Manatee Airport Authority Board award a professional services agreement for construction-phase services, including testing, inspection, project and grant administration, for the Taxiway Alpha Reconstruction/Rehabilitation Project – Bid Package I to Kimley-Horn and Associates, Inc. for $1,976,990.70, plus a 15% contingency, subject to receipt of the appropriate FAA funding, and authorize the President and Chief Executive Officer to execute the appropriate professional services agreement and grants to implement this action.

ATTACHMENTS: NA

THIRD AMENDMENT
CONTRACT FOR PROFESSIONAL SERVICES FOR THE
REHABILITATION/RECONSTRUCTION OF TAXIWAY ALPHA & ALPHA CONNECTORS
BETWEEN
SARASOTA MANATEE AIRPORT AUTHORITY
Sarasota Bradenton International Airport
AND
KIMLEY-HORN AND ASSOCIATES, INC.

Project Title: Construction Phase Services for Bid Package #1

This contract is made and entered into and is effective, on the date of the last signature, by and between the Sarasota Manatee Airport Authority, hereinafter referred to as the "AUTHORITY" and Kimley-Horn and Associates, Inc. hereinafter referred to as the "CONSULTANT."

WITNESSETH:

WHEREAS, the AUTHORITY has entered into an Agreement for Professional Services, dated June 12, 2025; and

WHEREAS, the AUTHORITY has entered into a Contract Amendment #1, dated December 8, 2025;

WHEREAS, the AUTHORITY has entered into a Contract Amendment #2, dated March 23, 2026;

WHEREAS, it is the intent of the AUTHORITY and the CONSULTANT to amend the Scope of Services to include Additional Services for the Construction Phase Services for Bid Package #1; and

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

1. Incorporation of Prior Documents: The Agreement for Professional Services, dated June 12, 2025 is made part hereof by reference and hereinafter collectively referred to as the "Agreement".

2. Incorporation of Prior Documents: The Contract Amendment #1, dated December 8, 2025 is made part hereof by reference and hereinafter collectively referred to as the "Agreement".

3. Incorporation of Prior Documents: The Contract Amendment, dated March 23, 2026 is made part hereof by reference and hereinafter collectively referred to as the "Agreement".

4. Scope of Services: The scope of services is amended to incorporate the additional work set forth in Attachment "A", which is attached hereto and which is made a part hereof by reference.

5. Compensation: The CONSULTANT'S total amount of compensation for additional services as described in attached proposal is a not to exceed amount of **One Million, Nine Hundred Seventy-Six Thousand, Nine Hundred Ninety Dollars and Seventy Cents ($1,976,990.70).**

6. Provision for Payment of Additional Services: Payment shall be in an amount equal to the estimated percentage of completion for that task during each billing period on the project times the fee established for that task.

7. Effect of Amendment: Except as expressly amended hereby, all other terms and conditions of the Agreement shall remain in full force and effect.

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

Warranty of Authority: Each person signing this Contract warrants that he or she is duly authorized to do so and to bind the respective party.

AUTHORITY:
SARASOTA MANATEE AIRPORT AUTHORITY

BY:_____
Printed Name: Paul L. Hoback Jr.
Title: President/CEO, SMAA

WITNESS as to Authority:

1._____
Print Name:

CONSULTANT:
KIMLEY-HORN AND ASSOCIATES, INC.

Gary J Nadeau
BY:_____
Printed Name: Gary J. Nadeau
Title: Sr. Vice President/Principal

WITNESS as to Consultant:

Jared C Moreng
1._____
Print Name: Jared C. Moreng

THIRD AMENDMENT TO THE
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE SARASOTA MANATEE AIRPORT AUTHORITY
Sarasota Bradenton International Airport
AND
KIMLEY-HORN AND ASSOCIATES, INC. FOR THE
REHABILITATION/RECONSTRUCTION OF TAXIWAY ALPHA & ALPHA CONNECTORS

FEE SUMMARY

Original Contract (June 12,2025)	$	1,567,192.53
Amendment No. 1 – NDT and Evaluation (November 25, 2025)	$	35,321.00
Amendment No. 2 – CSPP, 7460 Coordination (March, 2026)	$	12,320.00
Amendment No. 3 – Construction Phase Services (August, 2026)	**$**	**1,976,990.70**
Contract Total:	$	3,591,824.23

PROFESSIONAL SERVICES FOR

RECONSTRUCTION/REHABILITATION OF TAXIWAY ALPHA AND ALPHA CONNECTORS

AT

SARASOTA BRADENTON INTERNATIONAL AIRPORT (SRQ)

June 9th, 2026 - Revision 2

Amendment 3 - Construction Phase Services – Bid Package 1

Project Description and Understanding

The Sarasota Manatee Airport Authority ("SMAA" or "Authority") has requested Kimley-Horn ("KH" or "Consultant") to prepare this scope of services to provide construction-phase services related to the project entitled "Reconstruction/Rehabilitation of Taxiway Alpha and Alpha Connectors", hereafter referred to as the "Project", at Sarasota Bradenton International Airport (SRQ).

Professional services previously authorized by SMAA are described in the agreement included in Appendix A – *Professional Services Agreement for Engineering Design Services for Taxiway Alpha Rehabilitation and Reconstruction Between Sarasota Manatee Airport Authority and Kimley-Horn and Associates, Inc.* ("Agreement"). The Agreement, dated June 12th, 2025, included services for design, permitting, and bidding for the Project.

SMAA has requested that KH prepare this scope of services (Amendment 3 to the Agreement) for services to be rendered during the construction phase of Bid Package 1 of the Project. The general project limits of Bid Package 1 are shown in Figure 1.

Services to be rendered under this Amendment during the construction phase of Bid Package 1 include post-design construction administration services, full-time Resident Project Representative (RPR) during construction, Quality Assurance (QA) Materials Testing, and services related to construction-contract closeout.



Figure 1 – Bid Package 1 Project Limits

Team

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

Kimley-Horn and Associates:

- Engineer of Record/Prime Consultant
- Post-Design Services During Construction
- Project Closeout Documentation

EG Solutions, Inc.:

- Resident Project Representative (RPR) Services
- Owner's Quality Assurance (QA) Construction Materials Testing

Proposed Project Schedule

Services performed by KH under Amendment 3 for Construction Phase Services are assumed to begin following SMAA's issuance of Notice of Award to the Contractor selected by the Authority to perform the work described in Bid Package 1. KH's services may extend beyond the durations shown below, if required and as requested by SMAA, for additional fee.

Anticipated Notice of Award – August 24th, 2026	Duration (Calendar Days)	Estimated Start*	Estimated End*
Task 1 – Services Prior to Construction Notice to Proceed (NTP)	60 days	6/23/26	8/24/26
Task 2 – Services During Construction	420 days	8/25/26	10/19/27
Task 3 – Services Following Substantial Completion of Construction	60 days	10/20/27	12/19/27
Task 4 – Resident Project Representative (RPR)	512 days	8/25/26	12/19/27
Task 5 – Owner's Quality Assurance (QA) Materials Testing	420 days	8/25/26	10/19/27

***Note: Dates shown above are approximate and are subject to change based on the Contractor's progression of work and SMAA's issuance of NTP for both professional services described herein and award of the construction contract.**

Scope of Services

Task 1 – Services Prior to Construction Notice to Proceed (NTP)

Following SMAA's issuance of Notice of Award to the Contractor for Bid Package 1's construction, KH will perform the services detailed under Task 1.

1.1 **Conformed Documents Production** – KH will compile the Conformed Plans and Specifications for use in construction. The Conformed Plans and Specifications will incorporate any changes to the Plans and Specifications made throughout the bidding phase of the Project through the issuance of addenda. Conformed Documents will be issued in .pdf format to SMAA.

Deliverables:

1) Conformed Plans and Project Manual Vol 1 (Specifications) - .pdf

1.2 **FAA Construction Management Plan (CMP)** – KH will prepare a Construction Management Plan (CMP) that conforms to the requirements specified in Appendix A of FAA Advisory Circular (AC) 150/5370-12B *Quality Management for Federally Funded Airport Construction Projects.* The CMP will rely, in part, on information provided by the awarded Contractor for quality control organization and materials testing laboratory information. The CMP will be submitted to SMAA for review and submission to FAA. KH assumes one round of minor revisions to the CMP will be required based on feedback received from SMAA and FAA.

Deliverables:

1) FAA Construction Management Plan - .pdf

Task 2 – Services During Construction

Following Contractor Notice to Proceed, KH will perform the services detailed under Task 2.

KH shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall KH have any authority or responsibility to stop or direct the work of any contractor. KH's visits will be for the purpose of endeavoring to provide SMAA a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by KH. KH neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the Contract Documents.

2.1 **General Administration of Construction Contract** – KH will coordinate with SMAA and act as their representative as provided in the Contract Documents; General administration is inclusive of managing the team's subconsultants.

2.2 **Clarifications and Interpretations** - KH will respond to reasonable and appropriate Contractor requests for information (RFIs) made in accordance with the Contract

Documents and issue necessary clarifications and interpretations. Any orders or direction authorizing variations from the Contract Documents will be made by SMAA. It is assumed that up to 40 RFIs will be generated by the Contractor, and that up to 15 Engineer's Supplemental Instructions (ESI) will be required to clarify or modify the Contract Documents.

KH will, if requested by SMAA, render written decision on claims of SMAA and Contractor relating to the acceptability of Contractor's work or the interpretation of the Contract Documents. In rendering such decisions, KH shall be fair and not show partiality to The SMAA or Contractor and shall not be liable in connection with any decision.

Deliverables:
1) *RFI Responses (.pdf) (up to 40 RFIs)*
2) *ESI Submissions (.pdf) (up to 15 ESIs)*

2.3 **Change Orders** - KH may recommend Change Orders to SMAA and will review and make recommendations related to Change Orders submitted or proposed by the Contractor. SMAA will authorize Change Orders authorizing variations from the requirements of the Contract Documents.

2.4 **Material Submittal/Shop Drawing Review** - KH will review material submittals and shop drawings which the Contractor is required to submit per the Conformed Contract Documents. Such reviews will be conducted to provide limited commentary regarding the material submittal and shop drawings' conformance with the information given in the Conformed Contract Documents. Such reviews will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

KH will evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by the Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state, local government entities and SMAA.

Deliverables:
1) *Copies of Material Submittal/Shop Drawings Reviews (.pdf)*

2.5 **Meeting Attendance** – KH will attend up to seventy (70) regularly held progress meetings during the construction phase of the Project. Forty (40) of these meetings will be attended virtually (via phone, MS Teams, Zoom, WebEx, or similar teleconferencing platform) by KH. Thirty (30) of these meetings will be attended in-person at SRQ, and are assumed to coincide with site visits described in Task 2.6. All meetings may be attended by up to two KH staff, assumed to be one (1) hour in duration, and are assumed to be held on a weekly basis during the duration of the Construction contract starting with Contractor NTP and ending 60 days following substantial completion.

The RPR shall facilitate project progress meetings, including preparation of meeting materials, agendas, and sign-in sheets. KH will prepare meeting summaries and distribute

them to SMAA, the Contractor, and RPR. Refer to Scope of Services from EG Solutions, Inc. for Task 4.

Deliverables:

1) Meeting Summary for each meeting attended (.pdf)

2.6 Site Visits – KH will conduct thirty (30) site visits within the estimated duration of construction to observe the progress of the work for elements of the Project. Each site visit is assumed to be attended by up to two KH staff and encompass six (6) hours including travel time. Time associated with meeting attendance is included under Task 2.5.

Observations will not be exhaustive or extend to every aspect of the Contractor's work, but will be limited to spot checking, and similar methods of general observation. Based on the site visits, KH will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents and keep SMAA informed of the general progress of the work.

KH will not supervise, direct, or control the Contractor's work, and will not have authority to stop the Work or responsibility for the means, methods, techniques, equipment choice and use, schedules, or procedures of construction selected by the Contractor, for safety programs incident to the Contractor's work, or for failure of the Contractor to comply with laws. KH does not guarantee any Contractor's performance and has no responsibility for the Contractor's failure to perform in accordance with the Contract Documents.

KH will recommend to SMAA that the Contractor's work be disapproved and rejected while it is in progress if KH believes that such work will not produce a completed Project that generally conforms to the Contract Documents.

Deliverables:

1) Site Visit Field Observation Report (.pdf) for each visit

2.7 Contractor Applications for Payment Review – Based on general observations of the Work progression, project schedule, and supporting documentation, KH will review Contractor's Applications for Payment (pay applications) submitted to SMAA. KH will review Contractor pay applications monthly basis. Based on the schedule for Bid Package 1, it is assumed that up to 20 pay applications will be submitted by the Contractor. Prior to KH's review of each Contractor application for payment, the RPR and Contractor will reconcile agreed-upon completed and accepted quantities for each pay item for with the Contractor is claiming payment due. KH's review and recommendation will assume that the application for payment is reflective of reconciled quantities for completed and accepted work and will be limited to review for conformance with the Contract Documents and Technical Specifications.

Recommendations will be based on KH's knowledge, information, and belief, and will state whether in KH's opinion the Contractor's work has progressed to the point indicated, subject to any qualifications stated in the recommendation. KH's recommendations will not be a representation that its observations to check the Contractor's work have been exhaustive, extended to every aspect of Contractor's work, or involved detailed inspections.

2.8 **Substantial Completion Site Visit** - KH will, when requested by the Contractor and SMAA, in company with SMAA and the Contractor, conduct one (1) site visit to determine if work elements of the Project are substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list.

Deliverables:
1) Letter of Substantial Completion and Punch List – Bid Package 1 (.pdf)

Task 3 – Services Following Substantial Completion of Construction

3.1 **Final Notice of Acceptability of the Work** - KH will conduct one (1) final site visit to determine if the completed work elements of the Project are generally in accordance with the Contract Documents and the final punch list so that KH may recommend final payment to Contractor. KH shall provide a notice to SMAA that the completed work elements of the Project are generally in accordance with the Contract Documents to the best of KH's knowledge, information, and belief based on the extent of its services and based upon information provided to KH upon which it is entitled to rely.

Deliverables:
1) Letter of Final Acceptability of Work – Bid Package 1 (.pdf)

3.2 **Record Drawings** - KH will prepare record drawings for submittal to SMAA following receipt of acceptable as-built drawings from the Contractor in accordance with Contract Documents. Record Drawings will incorporate all plan modifications made through substantial completion of construction as affected by RFIs, ESIs, and Change Orders. KH shall not transpose or otherwise incorporate the Contractor's as-built drawings, field markups, sketches, or surveys into the Record Drawings. Such items will be attached as an appendix to the Record Drawing plan set. KH will submit the Record Drawings plan set to SMAA in .pdf format.

Deliverables:
1) Record Drawings of Bid Package 1 Plans (.pdf)

3.3 **Project Close Out Documentation** – KH will prepare and compile the project closeout documentation book as required by FAA and FDOT, as current at the time of this amendment's execution, summarizing compliance with funding agency requirements. Closeout documentation is expected to summarize project costs, modifications or changes to the project following construction contract award, summarize materials testing results, and document SMAA's acceptance of the Project.

Deliverables:

1) *Compiled FAA Project Closeout Book (Bid Package 1) (.pdf)*
2) *FDOT Engineer Certifications (Bid Package 1) (.pdf)*

Task 4 – Resident Project Representative (RPR)

Please refer to the attached scope of work from EG Solutions, Inc. for Resident Project Representative (RPR) services.

Task 5 – Owner's Quality Assurance (QA) Materials Testing

Please refer to the attached scope of work from EG Solutions, Inc. for Owner's Quality Assurance (QA) Materials Testing to be completed.

Additional Services Presently Excluded and Assumptions

The following services are presently excluded from this scope of services; however, they can be added at the discretion of SMAA for an additional fee:

- Services not specifically described above will considered to be additional services
- Survey, Relocation, or Mitigation of threatened, protected, or endangered species
- Environmental Contamination Assessments
- Modifications to FAA Standards
- Design, Permitting, and Bidding Services
- NEPA Process Documentation or Facilitation
- Payment of permit application fees or mitigation fees
- Hard copy reproduction of documents except where specifically noted in this scope of services
- KH assumes that existing electrical infrastructure and circuits are in a condition that will permit the installation of electrical infrastructure required by the Project.
- Redesign as a result of changes to adjacent projects will be considered additional services.
- Pavement Classification Rating (PCR) Calculations/Evaluation/Reporting
- ALP Updates
- Updates to SRQ's Airfield Signage and Marking Plan
- Geotechnical Investigations, Subsurface Utilities Investigations (SUE), and Topographic Surveying are excluded. All surveying for the Construction Phase of the Project, including construction stakeout, establishing survey control, quality control verification survey, quality assurance surveying for finish grade verification, and as-built survey shall be completed by the Contractor.

END OF SCOPE OF SERVICES

SUBCONSULTANT SCOPES OF WORK

EG SOLUTIONS, INC.
SCOPE OF SERVICES

SARASOTA BRADENTON INTERNATIONAL AIRPORT (SRQ)
RECONSTRUCTION/REHABILITATION OF TAXIWAY ALPHA
AND ALPHA CONNECTORS – BID PACKAGE 1 (BP1)
RPR AND QA TESTING SERVICES

BACKGROUND

The Sarasota Manatee Airport Authority ("SMAA" or "Authority") has requested Kimley-Horn ("KH" or "Prime Consultant") provide Construction Phase professional services related to the project entitled "Reconstruction/Rehabilitation of Taxiway Alpha and Alpha Connectors", hereafter referred to as the "Project", at Sarasota Bradenton International Airport (SRQ). The project, which was designed by the KH team, including EG Solutions, Inc. (EGS) as a subconsultant, is currently in bidding phase.

PROJECT DESCRIPTION

The project generally consists of the rehabilitation and reconstruction of Taxiway A, including geometric changes to upgrade fillet geometry to current FAA design standards. The project also includes additive bids to include taxiway connector rehab/relocation and construction of two aircraft holding bays. Work items include erosion control, site demolition, earthwork, drainage improvements, asphalt paving, pavement markings, taxiway edge lighting, taxiway signage, airfield electrical and vault upgrades, turfing, and other associated items.

The project has been separated into two bid packages to accommodate schedule and cost constraints. Bid Package 1 (BP1), which includes the north portion of Taxiway A extending from RW 4-22 to the RW 14 approach end, is currently being solicited for bids and has an estimated construction cost of $25M and a scheduled construction start date during Q3 of FY2027. This scope of services is only for BP1. The project limits are shown in Figure 1 below.



Figure 1 – Bid Package 1 Project Limits

EGS has been requested to provide full-time Resident Project Representative (RPR) and Quality Assurance (QA) Construction Materials Testing Services for the project. KH, as the design engineer/Engineer of Record, will provide post-design construction administration services.

SCOPE OF SERVICES

The Scope of Services to be provided is limited to items described below. In accordance with FAA AC 150/5100-14, work under this Task Order is divided into Basic Services and Special Services. Additional services include circumstances that may arise and are beyond the control of the Consultant. Additional Services, if required, will be subsequently authorized as a separate or amended task order.

SPECIAL SERVICES

Note that to align with Prime Consultant Scope of Services, Tasks 1-3 are Prime Consultant tasks and are not included in this Scope of Services.

Task 4 – Resident Project Representative Services

1. Resident Project Representative (RPR) Services will consist of providing a full time RPR for the duration of the construction of the project, including lead and lag time for Project start-up and closeout purposes. These services generally include the following activities:
    - Review the Contract Drawings and Technical Specifications to the extent necessary to become familiar with the Project requirements and to understand the design intent.
    - Meet with the Owner and EOR to coordinate the construction of the Project.
    - Become familiar with the contractor's construction work schedule that identifies the various items of work required to complete the Project.
    - Attend pre-construction conference.
    - Review and become familiar with the quality control plan and quality assurance acceptance testing requirements for various phases of work.
    - Monitor performance of the contractor and require correction of work that does not meet plans and specifications.
    - Determine test locations, coordinate, and monitor quality control/quality assurance testing.
    - Coordinate with Engineer of Record (EOR) for interpretation of plans and specifications.
    - Resolve minor field problems.
    - Maintain Project records.
    - Review requests for payment to the contractor. Consultant will provide written recommendations to EOR and Owner/Sponsor for pay application processing.
    - Limited review of contractor submittals. Perform initial review of contractor submittals that require RPR review. Review is limited to conformance with applicable specifications. Final review of all submittals, including interpretation of design intent or acceptability of non-conforming items, to be completed by EOR.
    - RFI coordination. Requests for Information (RFIs) will be received by the RPR and coordinated with the EOR and Owner/Sponsor for responses. RFI responses will be provided by the EOR.
    - Conduct day-to-day construction observations.
    - Maintain a Project log daily.
    - Maintain up-to-date records on quantities of work performed and quantities of materials in place.
    - Conduct required interviews with work force and provide information to EOR and/or Owner/Sponsor. Coordinate with EOR and/or Owner/Sponsor for review of certified payrolls to determine if correct wages are being paid.

- Attend final walk-through and assist in the preparation of a final "punch list".
- Coordinate and lead weekly construction progress meetings. Meeting minutes will be prepared by the Prime Consultant.
- If requested by the Prime Consultant, who will serve as the Licensed Professional for the project, provide recommendations on the acceptability of work performed based on site observations. EGS will not be required to determine the acceptability of work performed or take any other actions of the Licensed Professional and/or required by Sections 50-01 and 50-02 beyond those listed above.

RPR time is based on the anticipated project duration. The construction project duration is 419 Consecutive Calendar Days, as defined by the project plans and specifications. Reference the attached BP1 Phasing Plans prepared by KH:

- PH001 - OVERALL PHASING PLAN
- PH002 - PROJECT SCHEDULE
- PH003 - PHASING NOTES
- PH100 - PHASING PLAN - PHASE 1
- PH200 - PHASING PLAN - PHASE 2
- PH300 - PHASING PLAN - PHASE 3
- PH310 - PHASING PLAN - PHASE 3A
- PH400 - PHASING PLAN - PHASE 4
- PH410 - PHASING PLAN - PHASE 4A
- PH500 - PHASING PLAN - PHASE 5
- PH510 - PHASING PLAN - PHASE 5A

Based on the phasing plans, the tabulation of Construction Contract Times by Phase, to include the associated work duration period per phase in accordance with the contract documents, is shown in the table below:

PHASE	MAXIMUM CALENDAR DAYS	EQUIVALENT RPR WORK DAYS/SHIFTS	EQUIVALENT RPR WORK DAYS/ SHIFTS RUNNING TOTAL	WORK DURATION PER PHASE (HRS/DAY)
0 (Mobilization)	90	15	15	8
1	42	30	45	12
2	35	25	70	12
3	49	35	105	12
3A	28 Nights (Concurrent with Phase 3)	28	133	7
4	63	45	178	12
4A	49 Nights (Concurrent with Phase 4)	49	227	12
5	140	100	327	12
5A	42 Nights (Concurrent with Phase 5)	42	369	7
5B	42 Nights (Concurrent with Phase 5)	42	411	7
5C	42 Nights (Concurrent with Phase 5)	42	453	7
Closeout	N/A	10	463	8
Total	**419**	**463**	**463**	

The RPR will be present when the contractor is performing work. For the purposes of this scope, the following is anticipated:

- Contractor will work both daytime shifts and nighttime shifts concurrently. Separate RPRs will be provided for each shift.
- Each working calendar day within the standard work week shall consist of up to twelve (12) hours. Based on a standard five-day work week for daytime work, an average of sixty (60) hours per week for an RPR on-site during daytime work shifts is anticipated.
- Each working calendar night within the standard work week shall consist of eight (8) hours per day. Based on a 7-day work week for night work, an average of fifty-six (56) hours per week for an RPR to on-site during nighttime work shifts is anticipated.
- An additional RPR will be necessary during high activity periods (i.e. paving days or during multiple work operations). An estimated 80 shifts are anticipated to require additional RPR.

Based on the above phasing requirements and assumptions, RPR time is calculated as follows:

- Lead time/lag time (mobilization-15d/closeout-10d), 8 hrs/day for 25 days: 200 hours
- Daytime work, average 12 hrs/shift (Phases 1,2,3,4,5) for 235 shifts: 2,820 hours
- Nighttime work, average 8 hrs/shift (Phases 3A,4A,5A,5B,5C) for 203 shifts: 1,624 hours
- Additional RPR during high activity periods, average 12 hours/shift for 80 work shifts: 960 hours

For the purposes of this scope, 5,604 total hours of RPR time are anticipated for the project.

2. RPR Office Support – this will consist of project management and coordination with RPR, Owner/Sponsor, EOR, Prime Consultant, and the contractor by personnel other than the RPR for the project. This includes limited attendance at construction progress meetings; oversight of RPR activities; assistance with review of project documents; and similar project activities necessary to the execution of the project. It is anticipated that this effort will average 2 hours/week for the approximate 60-week construction duration.

Task 5 – Owner's Quality Assurance (QA) Materials Testing

1. Quality Assurance Testing/Verification Testing – Perform Quality Assurance (QA) testing for civil site work in accordance with FAA and project specifications. The QA Testing program for the project will include Items P-152, P-211, P-401, and Item P-610. Based on the specifications, this work is expected to include the following items:
    a. P-152 Subgrade/Embankment/Drainage Backfill. Contractor to perform field density testing observed by the RPR. Consultant will perform field density testing (verification testing) to include up to 20 field visits (4 hours/visit). This task also includes up to 10 modified proctor laboratory tests.
    b. P-211 Limerock Base Course. Contractor to perform field density testing observed by the RPR. Consultant will perform field density testing (verification testing) to include up to 20 field visits (4 hours/visit). Laboratory testing to include 10 Limerock Bearing Ratio (LBR) tests with modified proctors and 10 sieve analyses.
    c. P-401 Asphalt Mix Paving. Scope assumes 75 days of paving with a senior engineering technician at the contractor's batch plant laboratory to observe contractor QC testing and perform required QA testing. Consultant anticipates 45 daytime paving

shifts (14 hours/day including travel time) and 30 nighttime paving shifts (10 hours/day including travel time) Required testing includes air voids, mat density, joint density, and core thickness for each sublot. Testing summaries and Percentage Within Limits (PWL) calculations will be provided for each lot tested. Field density testing, specified laboratory QC tests, and coring for mat and joint density will be performed by contractor QC personnel.

d. P-610 Concrete. Contractor is required to perform field concrete testing (slump, air content, unit weight, temperature) for miscellaneous concrete, cast compressive strength specimens, and deliver QA acceptance strength specimens to consultant's testing lab. EG Solutions will perform compressive strength tests for up to 34 sets of (3) compressive strength specimens for miscellaneous concrete.

QUALIFICATIONS

1. Expenses related to the project, such as cost of document reproduction, travel, shipping, vehicles, and other necessary expenses will be reimbursed at unit rates.
2. Services in connection with work directive changes and change orders requested by Owner not covered by the Basic or Special Services, which cause an increase to the phase or overall contract time shall be considered Additional Services.
3. Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment, or energy shortages, which cause an increase to the phase or overall contract time, shall be considered Additional Services.
4. Services resulting from the contractor's failure to complete his work in the number of days allowed in the contract between the Owner and the selected contractor will be considered Additional Services.
5. EGS shall not be responsible for the acts or omissions of any Contractor, subcontractor, or supplier at the site or otherwise furnishing or performing any of the Contractor's work.

EXCLUSIONS

1. Services not specifically described in Tasks 4 and 5 of this Scope of Services.
2. Permitting services with any jurisdictional regulatory authority
3. As-built surveys, preparation of record drawings.
4. Preparation of closeout report. EG Solutions will furnish copies of records to be incorporated into the closeout report to prepared by Prime Consultant.
5. Environmental studies including but not limited to wetlands, wildlife, hazardous materials, Environmental Assessments, Environmental Impact Statements, and similar.

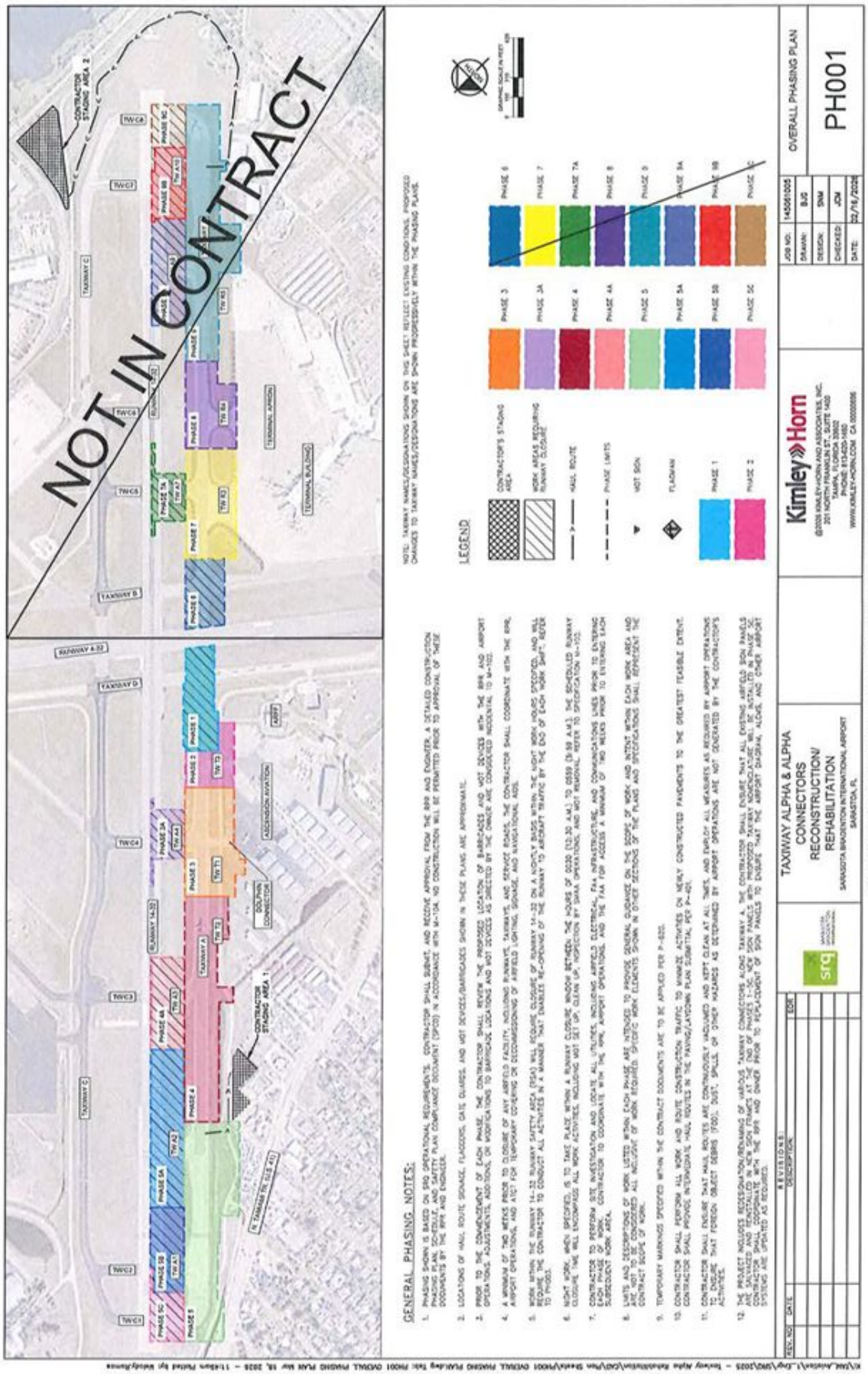
COMPENSATION

Compensation for the above scope of services will be Not to Exceed fee of $1,263,051.40. Professional services to be invoiced based on services completed and expenses incurred at the time of invoicing. Billings will be issued at least monthly.

END SCOPE OF SERVICES

ATTACHMENT A

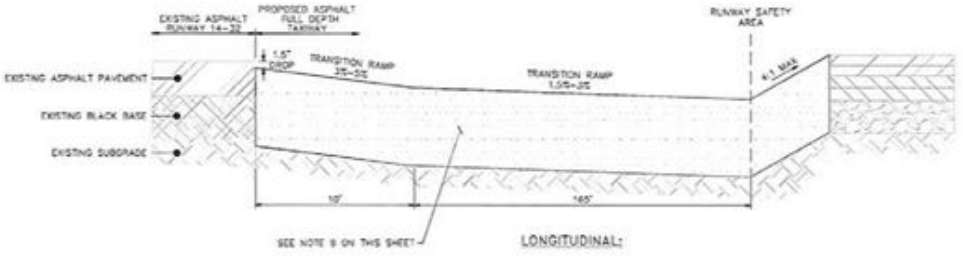
PHASING PLANS


NOT IN CONTRACT
GENERAL PHASING NOTES:
LEGEND
TAXIWAY ALPHA & ALPHA CONNECTORS RECONSTRUCTION/ REHABILITATION
SARASOTA BRADENTON INTERNATIONAL AIRPORT
BARDENTON, FL
Kimley»Horn
OVERALL PHASING PLAN
PH001

SRQ - Taxiway Alpha and Alpha Connectors
Reconstruction/Rehabilitation
DURATION
(Calendar Days)
PHASE 0 - MOBILIZATION 90
CONSTRUCTION
PHASE 1 42
PHASE 2 35
PHASE 3 49
PHASE 3A 28
PHASE 4 63
PHASE 4A 49
PHASE 5 140
PHASE 5A 42
PHASE 5B 42
PHASE 5C 42
TOTAL CONTRACT DURATION (CALENDAR DAYS) 419
NOTICE TO PROCEED
SUBSTANTIAL COMPLETION
Bid Package 1
SCHEDULE NOTES:
1. PHASING DURATIONS SHOWN ARE IN CONTRACT CALENDAR DAYS, AND ASSUME A 5-DAY WORK WEEK
2. PHASE SCHEDULE AND DURATIONS AS SHOWN ARE INCLUSIVE OF ALL BID PACKAGE 1 WORK, INCLUDING BASE BID, ADD ALT 1, ADD ALT 2, AND ADD ALT 3
3. PHASE 1 REQUIRES RUNWAY 4-22 CLOSURE.
4. PHASE DURATIONS FOR PHASES 4A, 5A, AND 5C ASSUME A MINIMUM 5.5 HOUR RUNWAY CLOSURE WINDOW AT NIGHT, WITH RUNWAY 14-32 RE-OPENING DURING THE DAY AT 6AM.
5. PHASE 5A REQUIRE THE RUNWAY 14-32 VALES TO BE DE-ACTIVATED.
6. WHILE NOT SPECIFICALLY DEPICTED WITHIN THESE PHASING PLANS, PHASE 5C INCLUDES WORK TO UPDATE THE AIRFIELD LIGHTING CONTROL AND MONITORING SYSTEM (ALCMS), REPLACE AIRFIELD SIGN PANELS TO REDESIGNATE TAXIWAY CONNECTOR NAMES, INSTALLATION OF FINAL PAVEMENT MARKINGS, AND CONTRACTOR PUNCH-LIST ITEMS. PHASE 5C WORK AREAS ALL VARIOUS WORK AREAS DESCRIBED IN PHASES 1-5C, WITH EXACT LOCATIONS OF WORK TO BE DETERMINED IN COORDINATION WITH THE FAA AND OWNER.
REVISIONS
NO. DATE DESCRIPTION BY
srq
TAXIWAY ALPHA & ALPHA CONNECTORS RECONSTRUCTION/ REHABILITATION
SARASOTA BRADENTON INTERNATIONAL AIRPORT
SARASOTA, FL
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JOB NO. 145061005
DRAWN: BJB
DESIGN: SNM
CHECKED: JDV
DATE: 02/16/2026
PROJECT SCHEDULE
PH002
JARED WORENS, STATE OF FLORIDA, PROFESSIONAL ENGINEER, LICENSE NO. 81611. THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY JARED WORENS ON THE DATE INDICATED HERE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.
K:\TAE_Admin\1_Eng\SRQ\2023 - Taxiway Alpha Reconstruction\CAD\Plan Sheets\PH001 OVERALL PHASING Exh PH002 PROJECT SCHEDULE Jul 18, 2026 - 11:04am Plotted by: wendyfinne

NOTES FOR WORK WITHIN THE RUNWAY 14–32 RUNWAY SAFETY AREA (RSA):

1. ANY ACTIVITY FOR WHICH EQUIPMENT, PERSONNEL, AND MATERIALS MUST ENCROACH INSIDE THE RUNWAY 14–32 RUNWAY SAFETY AREA (RSA) REQUIRES CLOSURE OF RUNWAY 14–32 TO AIRCRAFT TRAFFIC. DUE TO SRQ'S REQUIREMENT THAT RUNWAY 14–32 REMAIN OPEN AND OPERATIONAL FOR AIR TRAFFIC OUTSIDE OF THE SPECIFIED NIGHT WORK HOURS, IT IS CRITICAL THAT THE CONTRACTOR SEQUENCE THEIR ACTIVITIES IN A MANNER THAT PERMITS THE RE-OPENING OF RUNWAY 14–32, ON A DAILY BASIS, PRIOR TO THE END OF THE SPECIFIED NIGHT WORK SHIFT. THE NOTES AND DETAILS ON THIS SHEET ARE INTENDED TO PROVIDE MINIMUM REQUIREMENTS THAT THE CONTRACTOR SHALL BE REQUIRED TO ADHERE TO IN THE PROGRESSION OF WORK WITHIN THE RUNWAY 14–32 RSA. THESE REQUIREMENTS MAY NOT BE ALL-ENCOMPASSING. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING ALL ACTIVITIES WITHIN THE RUNWAY 14–32 RSA WITH THE OWNER AND RPR A MINIMUM OF 2-WEEKS PRIOR TO THE START OF ANY SUCH ACTIVITIES.
2. THE CONTRACTOR SHALL SEQUENCE AND PROGRESS THEIR WORK IN A MANNER THAT PERMITS THE RE-OPENING OF RUNWAY 14–32 ON A DAILY BASIS OUTSIDE OF SPECIFIED NIGHT WORK HOURS. THIS INCLUDES ENSURING THAT STANDARD GRADING AS SPECIFIED IN FAA ADVISORY CIRCULAR 150/5300-13 (LATEST EDITION) ARE RE-ESTABLISHED PRIOR TO RE-OPENING THE RUNWAY. REFER TO SUGGESTED DETAILS ON THIS SHEET.
3. THE CONTRACTOR SHALL SCHEDULE NIGHTLY WORK PRODUCTION WITH RESPECT TO FORECASTED WEATHER CONDITIONS TO ENSURE A FULLY COMPLIANT WORK PRODUCT AT THE END OF EACH NIGHTLY SHIFT.
4. PRIOR TO EACH NIGHTLY WORK SHIFT, THE CONTRACTOR SHALL CONFIRM SOURCES OF MATERIALS, EQUIPMENT, AND PERSONNEL TO ENSURE EFFICIENT PROGRESSION OF WORK AND ENABLE THE RE-OPENING OF THE RUNWAY FOLLOWING THE WORK SHIFT.
5. PRIOR TO EACH NIGHTLY WORK SHIFT, THE CONTRACTOR SHALL CONDUCT A SAFETY BRIEFING, IN THE PRESENCE OF AIRPORT OPERATIONS, TO REVIEW PLANNED ACTIVITIES, CLOSURE AREAS, ACTIVE PORTIONS OF THE AIRFIELD, AND OTHER RELEVANT SAFETY PROCEDURES AS DESCRIBED IN THE CSPP.
6. AT LEAST ONE (1) HOUR PRIOR TO THE END OF EACH NIGHTLY WORK SHIFT, THE CONTRACTOR SHALL COORDINATE WITH AIRPORT OPERATIONS FOR REQUIRED CLEANUP AND INSPECTION IN ADVANCE OF RE-OPENING THE RUNWAY.
7. THE CONTRACTOR SHALL ENSURE THAT SUFFICIENT PERSONNEL, EQUIPMENT, AND MATERIALS ARE POSITIONED ON-SITE AT ALL TIMES TO RE-ESTABLISH STANDARD RSA GRADES PRIOR TO THE END OF EACH NIGHT WORK SHIFT. THE CONTRACTOR SHALL PROVIDE, AT A MINIMUM, ONE (1) BACKUP PAVER, ONE (1) BACKUP ROLLER, ONE (1) BACKUP LOADER, ONE (1) BACKUP WATER TRUCK, ONE (1) BACKUP MECHANICAL VACUUM SWEEPER, AND AN ON-SITE STOCKPILE OF SUITABLE BACKFILL MATERIAL SUFFICIENT TO REPLACE ALL EXCAVATIONS IN RE-ESTABLISHING RSA GRADES. THE CONTRACTOR'S SAFETY PLAN COMPLIANCE DOCUMENT (SPCD) SHALL DESCRIBE, IN DETAIL, ALL CONTINGENCY PLANS IN PLACE TO ENSURE THE SUCCESSFUL RE-OPENING OF THE RUNWAY BY THE SPECIFIED TIME.
8. ALL SURFACES WITHIN THE RSA SHALL BE REQUIRED TO SUPPORT THE PASSING OF AN AIRCRAFT WITHOUT RUTTING, DEFORMATION, OR COLLAPSE. CONTRACTOR SHALL COMPACT ALL MATERIAL PLACED (TRANSITION WEDGES, BASE COURSES, EMBANKMENTS, ETC.) SUFFICIENTLY, TO THE SATISFACTION OF THE RPR, PRIOR TO RE-OPENING THE RUNWAY.
9. ALL SURFACES WITHIN THE RSA SHALL BE REQUIRED TO BE FREE FROM LOOSE MATERIALS, SUCH AS ROCKS, DUST, OR OTHER FOREIGN OBJECT DEBRIS (FOD).
10. ALL SURFACES WITHIN THE RSA SHALL BE FREE-DRAINING WITH NO STANDING WATER.
11. THE CONTRACTOR SHALL ENSURE THAT NO MORE THAN ONE (1) RUNWAY EDGE LIGHT IS TAKEN OUT OF SERVICE AT ONE TIME. ALL RUNWAY LIGHTING CIRCUITS SHALL BE MAINTAINED THROUGHOUT THE LIFE OF THE PROJECT.
12. THE CONTRACTOR SHALL ENSURE THAT NO MORE THAN TWO (2) MALSR LIGHTS ARE TAKEN OUT OF SERVICE AT ONE TIME. PRIOR TO ANY WORK ADJACENT TO OR ON MALSR SYSTEMS, THE CONTRACTOR SHALL PROVIDE A MINIMUM OF 2-WEEKS NOTICE TO THE OWNER AND RPR.
13. PRIOR TO DEMOLITION, ADJUSTMENT, REPLACEMENT, OR DEACTIVATION OF ANY AIRFIELD ELECTRICAL SYSTEM, THE CONTRACTOR SHALL ENSURE THAT ALL MATERIALS AND EQUIPMENT TO RE-ESTABLISH AIRFIELD ELECTRICAL SYSTEMS HAVE BEEN PROCURED, APPROVED, AND STORED ON SITE.
14. SHOULD THE RUNWAY NEED TO BE CLOSED DURING ANY TIME OF THE DAY FOLLOWING RE-OPENING, DUE TO FAILURE OF THE COMPLETED WORK TO PERFORM PER THE CONTRACT DOCUMENTS OR TO CORRECT NON-STANDARD CONDITIONS AS REQUIRED BY THE OWNER, THE CONTRACTOR SHALL IMMEDIATELY MOBILIZE A RAPID RESPONSE TEAM TO CORRECT THE FAILURE/NON-STANDARD CONDITION. THE RAPID RESPONSE TEAM SHALL BE STAFFED WITH ALL PERSONNEL, EQUIPMENT, AND MATERIALS NECESSARY TO CORRECT THE FAILURE/NON-STANDARD CONDITION AND SHALL BE AVAILABLE FOR IMMEDIATE MOBILIZATION TO THE SITE AT ANY TIME DURING THE DURATION OF WORK WITHIN PHASES WHERE NIGHT WORK IS SPECIFIED.



1 TEMPORARY TRANSITION RAMP
PH003 NOT TO SCALE

REVISIONS:			
REV. NO.	DATE	DESCRIPTION:	EOR

TAXIWAY ALPHA & ALPHA CONNECTORS RECONSTRUCTION/ REHABILITATION
SARASOTA BRADENTON INTERNATIONAL AIRPORT
SARASOTA, FL

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201 NORTH FRANKLIN ST., SUITE 1400
TAMPA, FLORIDA 33602
PHONE: 813-620-1460
WWW.KIMLEY-HORN.COM CA 00000696

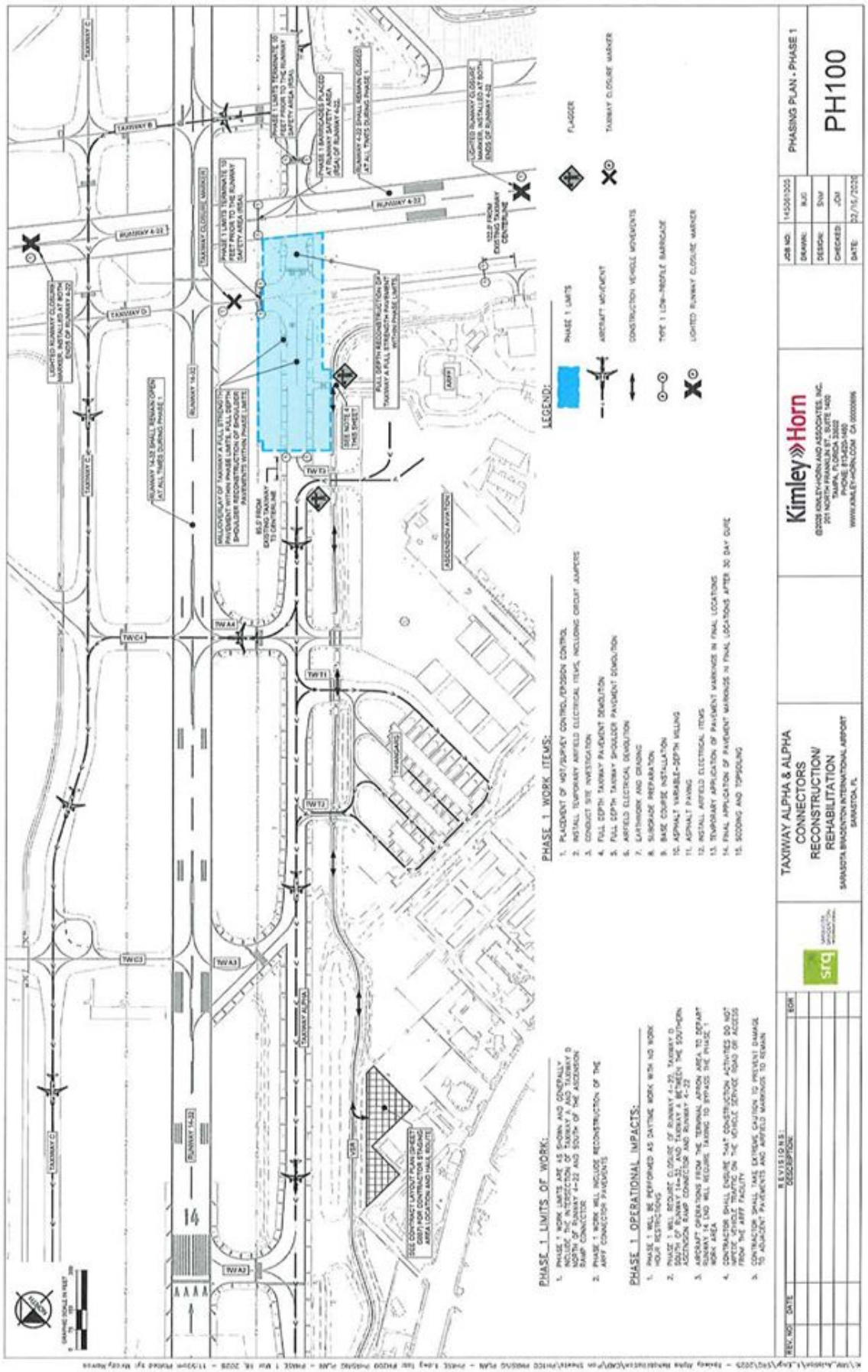
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DATE:	02/16/2026

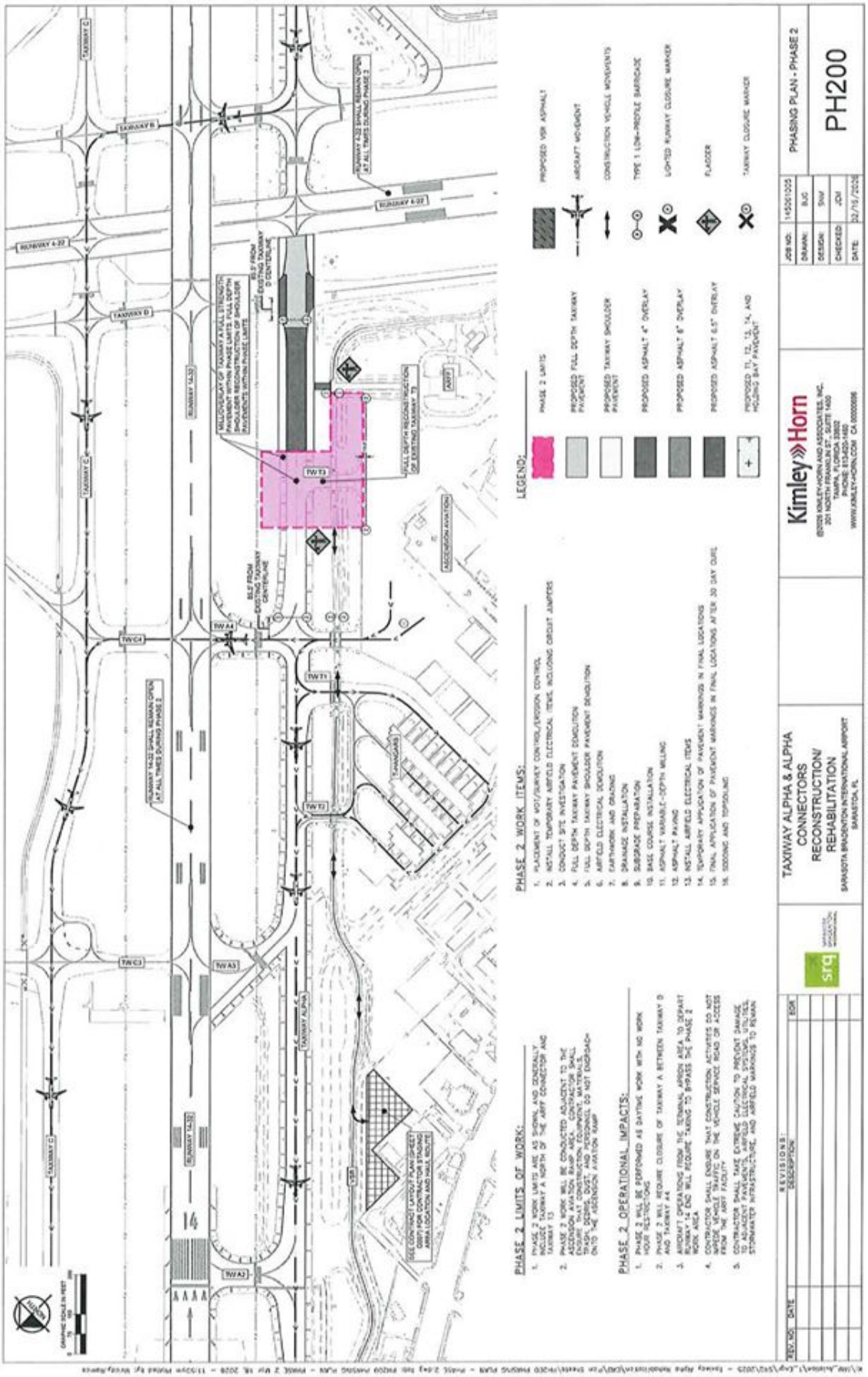
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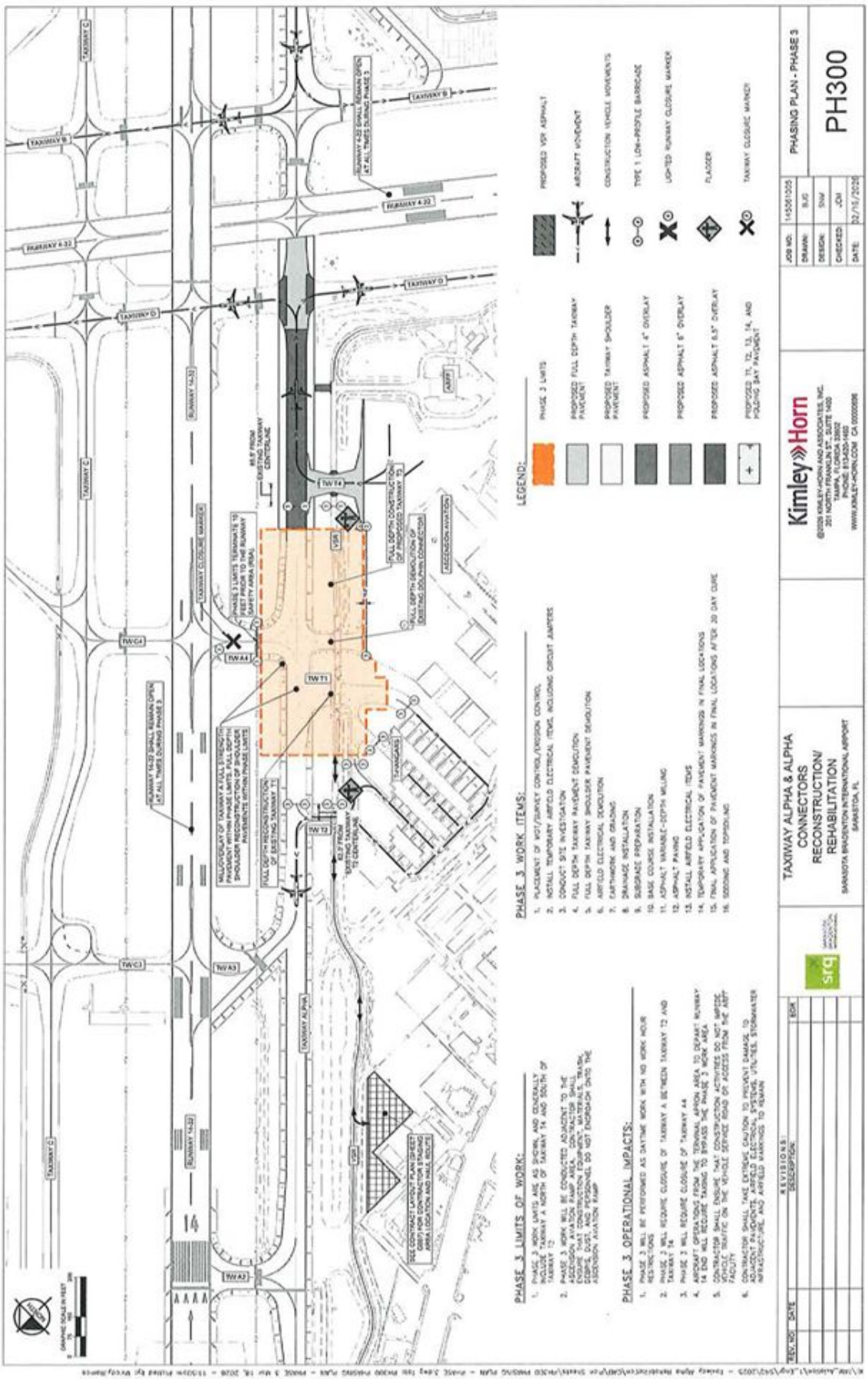
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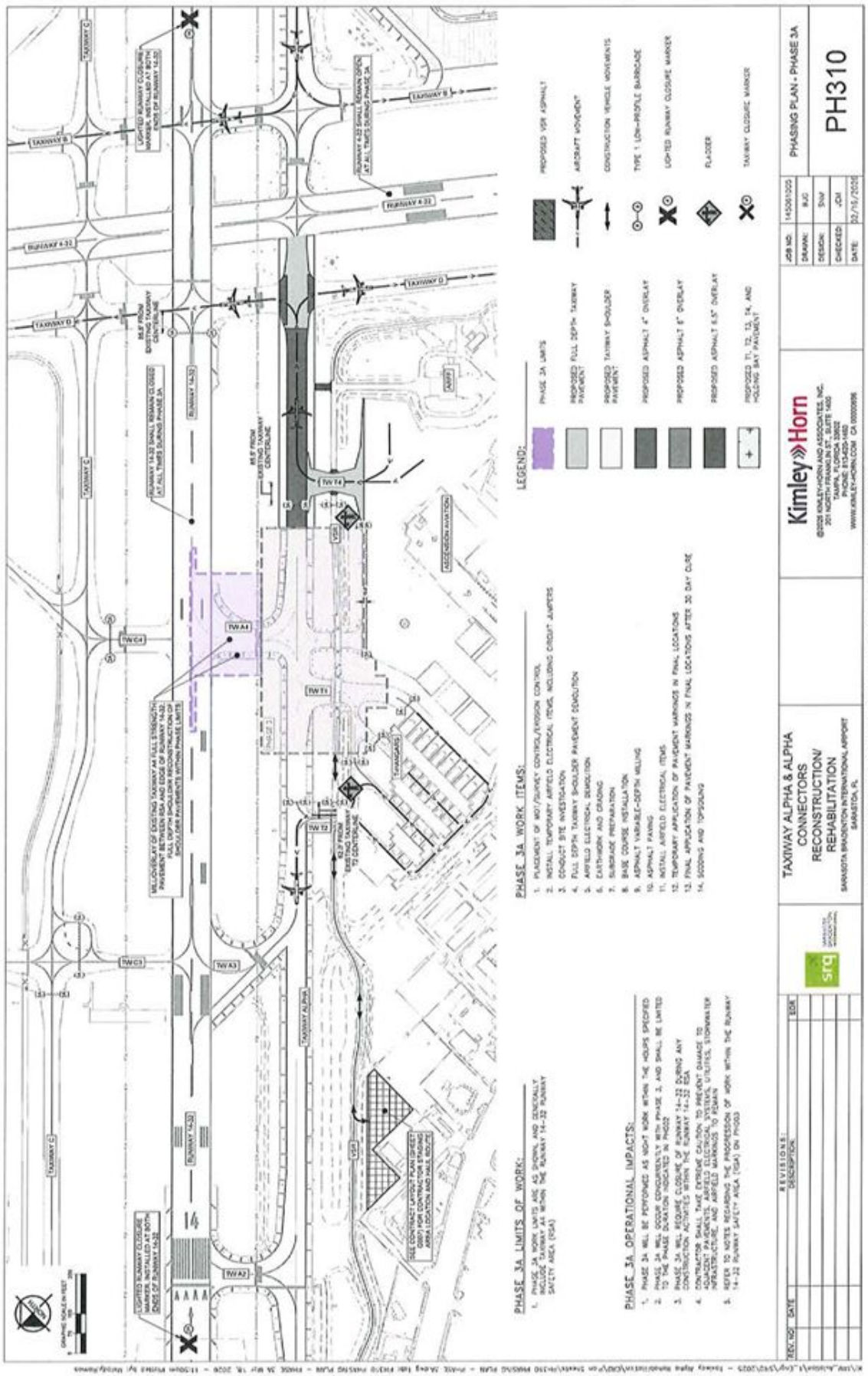
JARED MORENO, STATE OF FLORIDA, PROFESSIONAL ENGINEER, LICENSE NO. 81611; THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY JARED MORENO ON THE DATE INDICATED HERE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

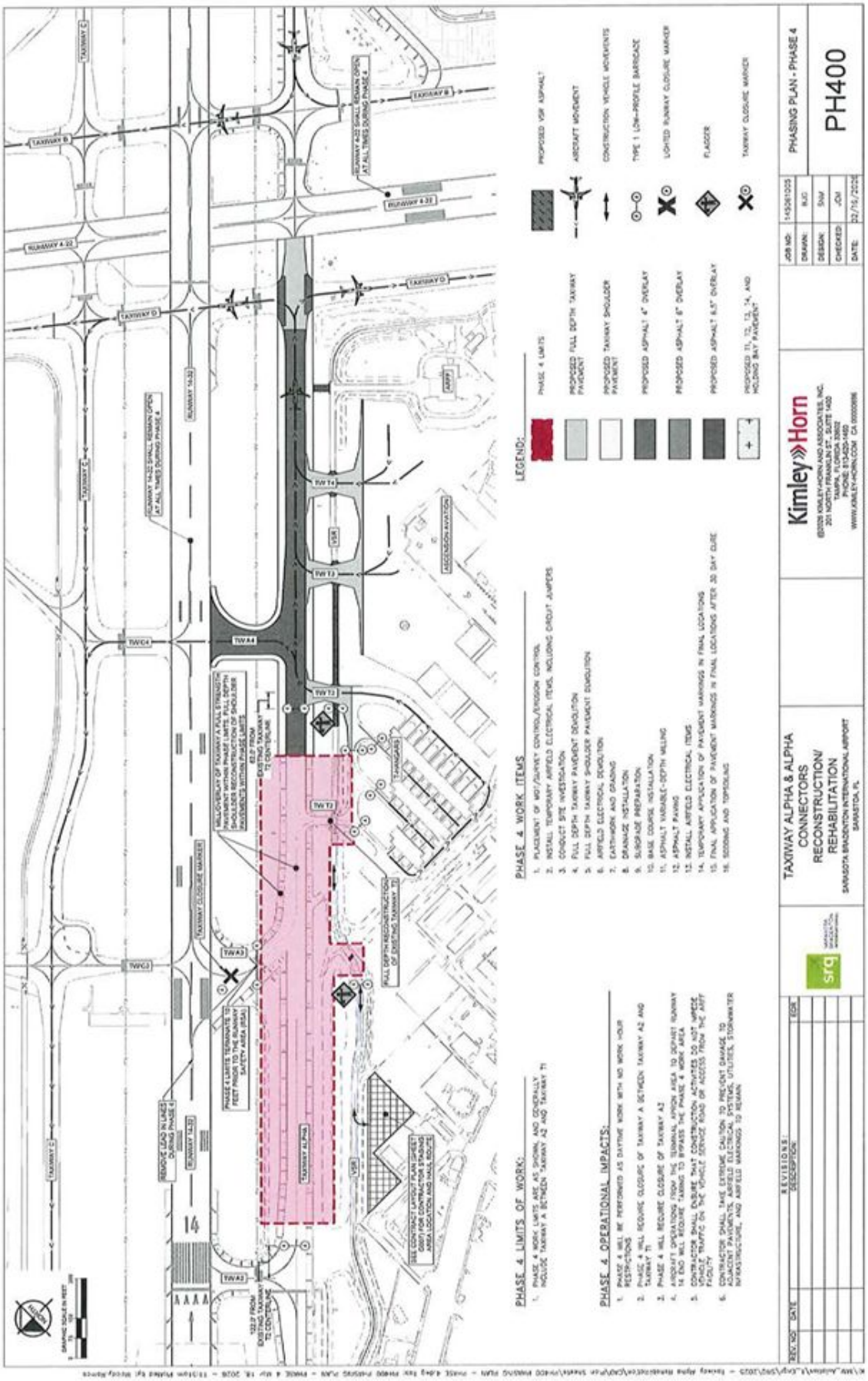
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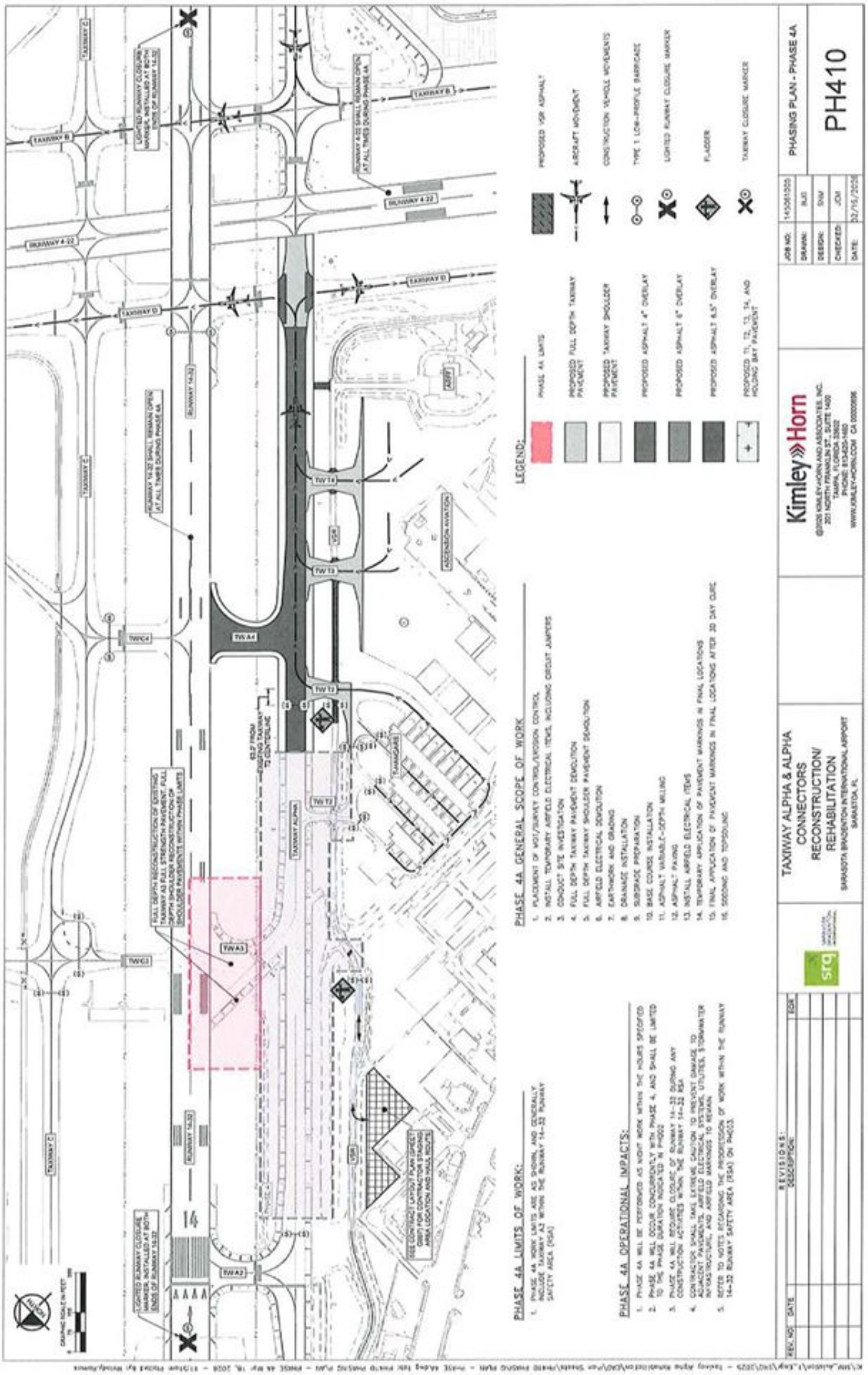

PHASE 1 LIMITS OF WORK:
PHASE 1 OPERATIONAL IMPACTS:
PHASE 1 WORK ITEMS:
LEGEND:
TAXIWAY ALPHA & ALPHA CONNECTORS RECONSTRUCTION/ REHABILITATION
SARASOTA BRADENTON INTERNATIONAL AIRPORT
BARRATOR, FL
Kimley»Horn
PHASING PLAN - PHASE 1
PH100

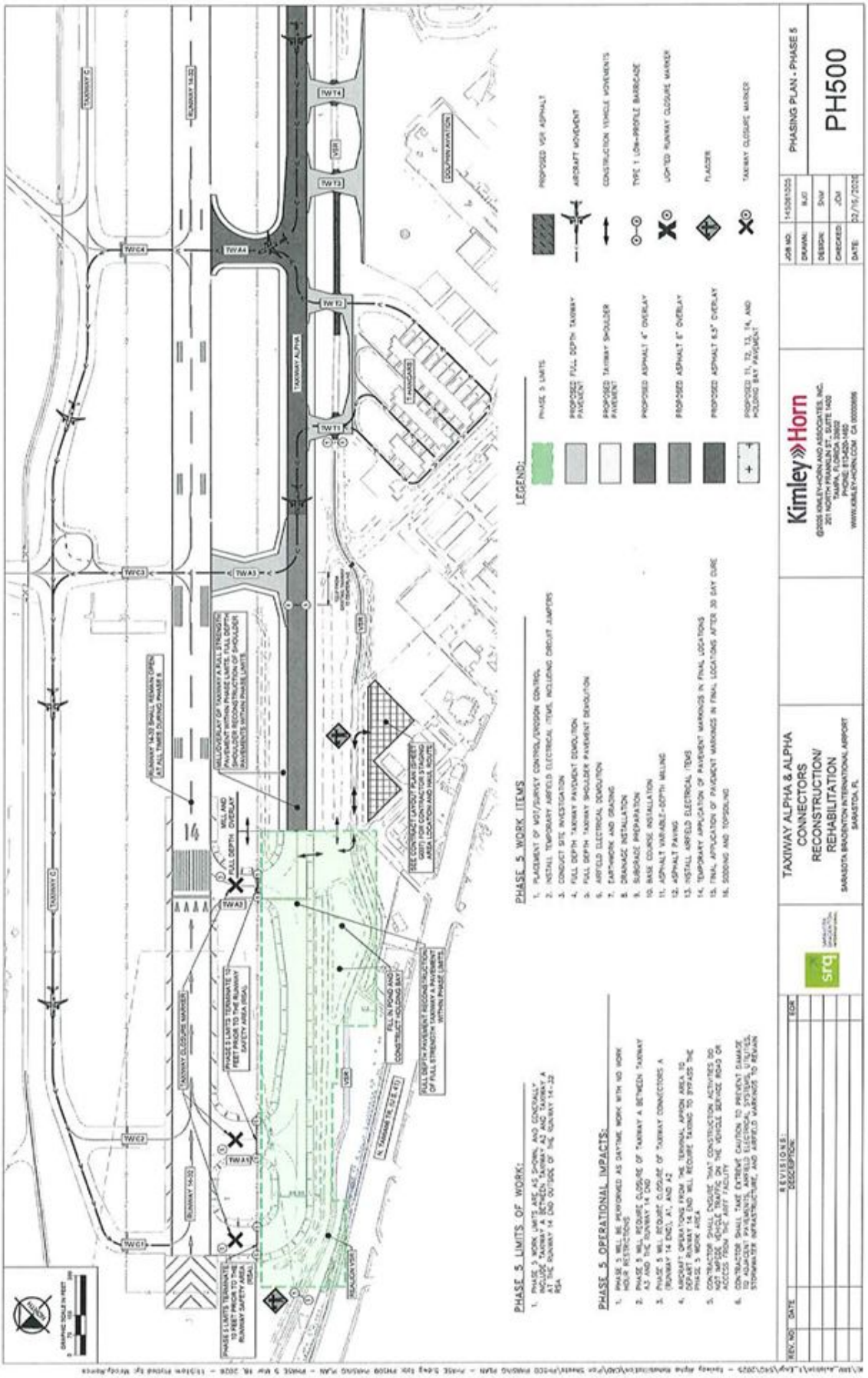

PHASE 2 WORK ITEMS:
1. PLACEMENT OF MOT/SURVEY CONTROL/EROSION CONTROL
2. INSTALL TEMPORARY AIRFIELD ELECTRICAL ITEMS, INCLUDING CIRCUIT JUMPERS
3. CONDUCT SITE INVESTIGATION
4. FULL DEPTH TAXIWAY PAVEMENT DEMOLITION
5. FULL DEPTH TAXIWAY SHOULDER PAVEMENT DEMOLITION
6. AIRFIELD ELECTRICAL DEMOLITION
7. EARTHWORK AND GRADING
8. DRAINAGE INSTALLATION
9. SUBGRADE PREPARATION
10. BASE COURSE INSTALLATION
11. ASPHALT VARIABLE-DEPTH MILLING
12. ASPHALT PAVING
13. INSTALL AIRFIELD ELECTRICAL ITEMS
14. TEMPORARY APPLICATION OF PAVEMENT MARKINGS IN FINAL LOCATIONS
15. FINAL APPLICATION OF PAVEMENT MARKINGS IN FINAL LOCATIONS AFTER 30 DAY CURE
16. SODDING AND TOPSOILING
PHASE 2 OPERATIONAL IMPACTS:
1. PHASE 2 WILL BE PERFORMED AS DAYTIME WORK WITH NO WORK HOUR RESTRICTIONS
2. PHASE 2 WILL REQUIRE CLOSURE OF TAXIWAY A BETWEEN TAXIWAY D AND TAXIWAY A4
3. AIRCRAFT OPERATIONS FROM THE SEMINAL APRON AREA TO DEPART RUNWAY 14 END WILL REQUIRE TAXING TO BYPASS THE PHASE 2 WORK AREA
4. CONTRACTOR SHALL ENSURE THAT CONSTRUCTION ACTIVITIES DO NOT IMPACT VEHICLE TRAFFIC ON THE VEHICLE SERVICE ROAD OR ACCESS ROAD TO THE AIRPORT FUEL FARM
5. CONTRACTOR SHALL TAKE EXTREME CAUTION TO PREVENT DAMAGE TO ADJACENT PAVEMENT, ELECTRICAL SYSTEMS, UTILITIES, STORMWATER INFRASTRUCTURE, AND AIRFIELD MARKINGS TO REMAIN.
LEGEND:
PHASE 2 LIMITS
PROPOSED VSR ASPHALT
PROPOSED FULL DEPTH TAXIWAY PAVEMENT
AIRCRAFT MOVEMENT
PROPOSED TAXIWAY SHOULDER PAVEMENT
CONSTRUCTION VEHICLE MOVEMENTS
PROPOSED ASPHALT 4" OVERLAY
TYPE 1 LOW-PROFILE BARRICADE
PROPOSED ASPHALT 6" OVERLAY
LIGHTED RUNWAY CLOSURE MARKER
PROPOSED ASPHALT 6.5" OVERLAY
FLAGGER
PROPOSED T3, T2, T1, T4, AND HOLDING BAY PAVEMENT
TAXIWAY CLOSURE MARKER
TAXIWAY ALPHA & ALPHA CONNECTORS RECONSTRUCTION/ REHABILITATION
SARASOTA BRADENTON INTERNATIONAL AIRPORT
BRADENTON, FL
Kimley»Horn
PHASING PLAN - PHASE 2
PH200
REVISIONS
NO. DATE DESCRIPTION BY

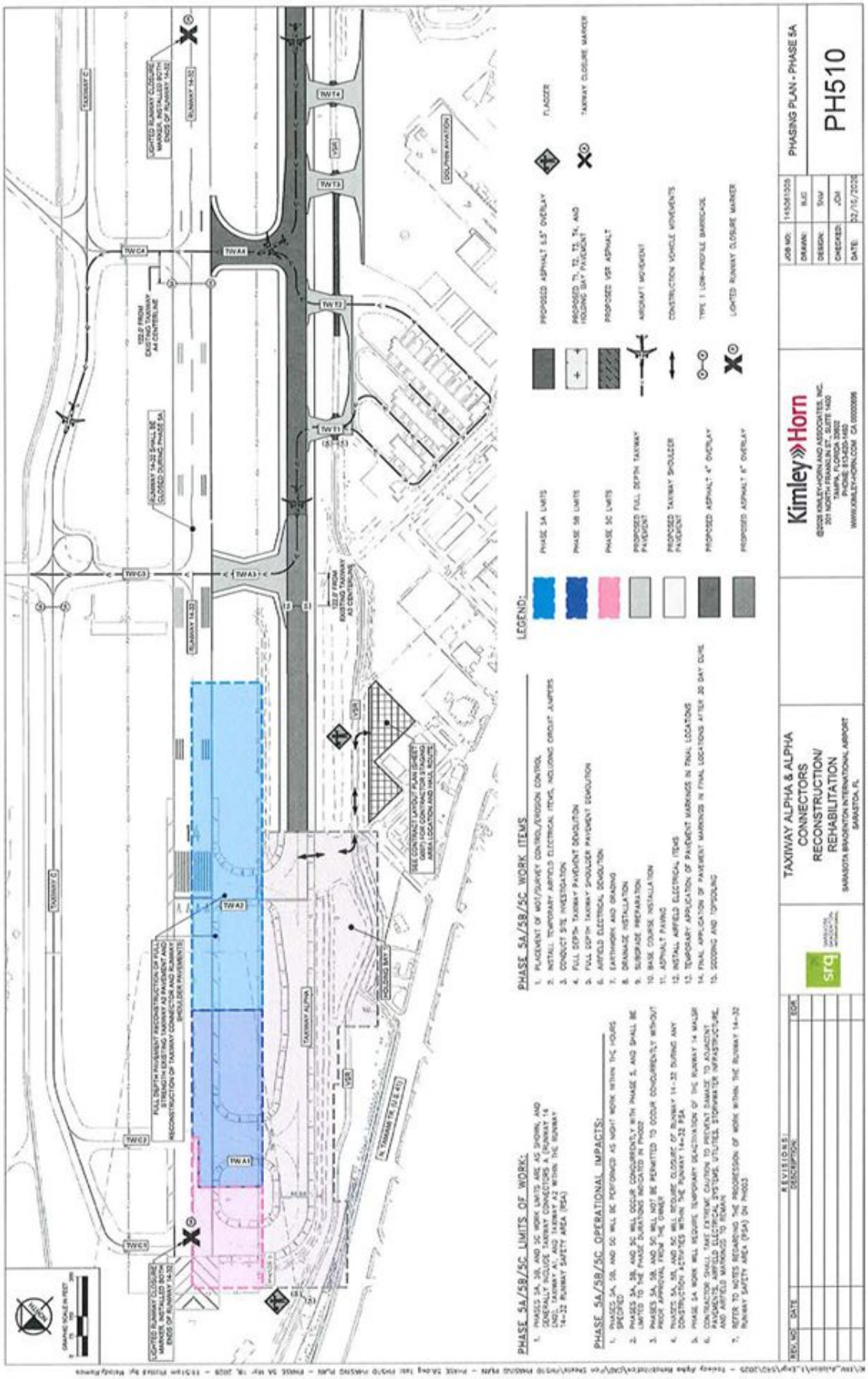

PHASE 3 LIMITS OF WORK:
PHASE 3 OPERATIONAL IMPACTS:
PHASE 3 WORK ITEMS:
LEGEND:
TAXIWAY ALPHA & ALPHA CONNECTORS RECONSTRUCTION/ REHABILITATION
SARASOTA BRADENTON INTERNATIONAL AIRPORT
SARASOTA, FL
Kimley»Horn
PHASING PLAN - PHASE 3
PH300


PHASE 3A WORK ITEMS:
PHASE 3A LIMITS OF WORK:
PHASE 3A OPERATIONAL IMPACTS:
LEGEND:
PHASE 3A LIMITS
PROPOSED VSR ASPHALT
PROPOSED FULL DEPTH TAXIWAY PAVEMENT
AIRCRAFT MOVEMENT
PROPOSED TAXIWAY SHOULDER PAVEMENT
CONSTRUCTION VEHICLE MOVEMENTS
PROPOSED ASPHALT 4" OVERLAY
TYPE 1 LOW-PROFILE BARRICADE
PROPOSED ASPHALT 6" OVERLAY
LIGHTED RUNWAY CLOSURE MARKER
PROPOSED ASPHALT 6.5" OVERLAY
FLAGGER
PROPOSED T1, T2, T3, T4, AND HOLDING BAY PAVEMENT
TAXIWAY CLOSURE MARKER
TAXIWAY ALPHA & ALPHA CONNECTORS RECONSTRUCTION/ REHABILITATION
SARASOTA BRADENTON INTERNATIONAL AIRPORT
BRADENTON, FL
Kimley»Horn
PHASING PLAN - PHASE 3A
PH310
DESIGN:
DRAWN:
CHECKED:
DATE:
JOB NO:
REVISIONS:
DESCRIPTION
DATE
BY


PHASE 4 WORK ITEMS
1. PLACEMENT OF WDT/SURVEY CONTROL/EROSION CONTROL
2. INSTALL TEMPORARY AIRFIELD ELECTRICAL ITEMS, INCLUDING CIRCUIT JUMPERS
3. CONDUIT SPE INVESTIGATION
4. FULL DEPTH TAXIWAY PAVEMENT DEMOLITION
5. FULL DEPTH TAXIWAY SHOULDER PAVEMENT DEMOLITION
6. AIRFIELD ELECTRICAL DEMOLITION
7. EARTHWORK AND GRADING
8. DRAINAGE INSTALLATION
9. SUBGRADE PREPARATION
10. BASE COURSE INSTALLATION
11. ASPHALT VARIABLE-DEPTH MILLING
12. ASPHALT PAVING
13. INSTALL AIRFIELD ELECTRICAL ITEMS
14. TEMPORARY APPLICATION OF PAVEMENT MARKINGS IN FINAL LOCATIONS
15. FINAL APPLICATION OF PAVEMENT MARKINGS IN FINAL LOCATIONS AFTER 30 DAY CURE
16. SODDING AND TOPSOILING
PHASE 4 LIMITS OF WORK:
1. PHASE 4 WORK LIMITS ARE AS SHOWN, AND GENERALLY INCLUDE TAXIWAY A BETWEEN TAXIWAY A2 AND TAXIWAY T1
PHASE 4 OPERATIONAL IMPACTS:
1. PHASE 4 WILL BE PERFORMED AS DAYTIME WORK WITH NO WORK HOUR RESTRICTIONS
2. PHASE 4 WILL REQUIRE CLOSURE OF TAXIWAY A BETWEEN TAXIWAY A2 AND TAXIWAY T1
3. PHASE 4 WILL REQUIRE CLOSURE OF TAXIWAY A2
4. AIRSIDE OPERATIONS FROM THE TERMINAL APRON AREA TO DEPART RUNWAY 14-32 WILL BE RESTRICTED DURING PHASE 4 WORK AREAS
5. CONTRACTOR SHALL ENSURE THAT CONSTRUCTION ACTIVITIES DO NOT IMPEDE VEHICLE TRAFFIC ON THE VEHICLE SERVICE ROAD OR ACCESS FROM THE ART FACILITY
6. CONTRACTOR SHALL TAKE EXTREME CAUTION TO PREVENT DAMAGE TO ADJACENT PAVEMENTS, AIRFIELD ELECTRICAL SYSTEMS, UTILITIES, STORMWATER INFRASTRUCTURE, AND AIRFIELD MARKINGS TO REMAIN
LEGEND:
PHASE 4 LIMITS
PROPOSED VSR ASPHALT
PROPOSED FULL DEPTH TAXIWAY PAVEMENT
AIRCRAFT MOVEMENT
PROPOSED TAXIWAY SHOULDER PAVEMENT
CONSTRUCTION VEHICLE MOVEMENTS
PROPOSED ASPHALT 4" OVERLAY
TYPE I LOW-PROFILE BARRICADE
PROPOSED ASPHALT 6" OVERLAY
LIGHTED RUNWAY CLOSURE MARKER
PROPOSED ASPHALT 4.5" OVERLAY
FLAGGER
PROPOSED T1, T2, T3, T4, AND HOLDING BAY PAVEMENT
TAXIWAY CLOSURE MARKER
TAXIWAY ALPHA & ALPHA CONNECTORS RECONSTRUCTION/ REHABILITATION
SARASOTA BRADENTON INTERNATIONAL AIRPORT
SARASOTA, FL
Kimley»Horn
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201 NORTH FRANKLIN ST., SUITE 1400
TAMPA, FLORIDA 33602
PHONE: 813-620-1460
WWW.KIMLEY-HORN.COM CA 00000696
JOB NO: 143261005
DRAWN: KJO
DESIGN: SW
CHECKED: JDH
DATE: 12/15/2025
PHASING PLAN - PHASE 4
PH400
REVISIONS
NO. DATE DESCRIPTION BY
JARED MORENG, STATE OF FLORIDA, PROFESSIONAL ENGINEER, LICENSE NO. 81511. THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY JARED MORENG ON THE DATE INDICATED HERE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES


PHASE 4A LIMITS OF WORK:
PHASE 4A GENERAL SCOPE OF WORK
PHASE 4A OPERATIONAL IMPACTS:
LEGEND:
TAXIWAY ALPHA & ALPHA CONNECTORS RECONSTRUCTION/ REHABILITATION
SARASOTA BRADENTON INTERNATIONAL AIRPORT
SARASOTA, FL
Kimley»Horn
PHASING PLAN - PHASE 4A
PH410


PHASE 5 WORK ITEMS
1. PLACEMENT OF MOT/SURVEY CONTROL/ORDER CONTROL
2. INSTALL TEMPORARY AIRFIELD ELECTRICAL ITEMS, INCLUDING CIRCUIT JUMPERS
3. CONDUCT SITE INVESTIGATION
4. FULL DEPTH TAXIWAY PAVEMENT DEMOLITION
5. FULL DEPTH TAXIWAY SHOULDER PAVEMENT DEMOLITION
6. AIRFIELD ELECTRICAL DEMOLITION
7. EARTHWORK AND GRADING
8. DRAINAGE INSTALLATION
9. SUBGRADE PREPARATION
10. BASE COURSE INSTALLATION
11. ASPHALT VARIABLE-DEPTH MILLING
12. ASPHALT PAVING
13. INSTALL AIRFIELD ELECTRICAL ITEMS
14. TEMPORARY APPLICATION OF PAVEMENT MARKINGS IN FINAL LOCATIONS
15. FINAL APPLICATION OF PAVEMENT MARKINGS IN FINAL LOCATIONS AFTER 30 DAY CURE
16. SODDING AND TOPSOILING
LEGEND:
PHASE 5 LIMITS
PROPOSED FULL DEPTH TAXIWAY PAVEMENT
PROPOSED TAXIWAY SHOULDER PAVEMENT
PROPOSED ASPHALT 4" OVERLAY
PROPOSED ASPHALT 8" OVERLAY
PROPOSED ASPHALT 6.5" OVERLAY
PROPOSED VSR ASPHALT
AIRCRAFT MOVEMENT
CONSTRUCTION VEHICLE MOVEMENTS
TYPE 1 LOW-PROFILE BARRICADE
LIGHTED RUNWAY CLOSURE MARKER
FLAGGER
TAXIWAY CLOSURE MARKER
PHASE 5 LIMITS OF WORK:
PHASE 5 OPERATIONAL IMPACTS:
TAXIWAY ALPHA & ALPHA CONNECTORS RECONSTRUCTION/ REHABILITATION
SARASOTA BRADENTON INTERNATIONAL AIRPORT
SARASOTA, FL
Kimley»Horn
PHASING PLAN - PHASE 5
PH500


PHASE 5A/5B/5C WORK ITEMS
PHASE 5A/5B/5C LIMITS OF WORK:
PHASE 5A/5B/5C OPERATIONAL IMPACTS:
LEGEND:
PHASE 5A LIMITS
PHASE 5B LIMITS
PHASE 5C LIMITS
PROPOSED ASPHALT 6.5" OVERLAY
PROPOSED T1, T2, T3, T4, AND HOLDING BAY PAVEMENT
PROPOSED VSR ASPHALT
FLAGGER
TAXIWAY CLOSURE MARKER
AIRCRAFT MOVEMENT
CONSTRUCTION VEHICLE MOVEMENTS
TYPE I LOW-PROFILE BARRICADE
LIGHTED RUNWAY CLOSURE MARKER
PROPOSED FULL DEPTH TAXIWAY PAVEMENT
PROPOSED TAXIWAY SHOULDER PAVEMENT
PROPOSED ASPHALT 4" OVERLAY
PROPOSED ASPHALT 6" OVERLAY
TAXIWAY ALPHA & ALPHA CONNECTORS RECONSTRUCTION/ REHABILITATION
SARASOTA BRADENTON INTERNATIONAL AIRPORT
SARASOTA, FL
Kimley»Horn
PHASING PLAN - PHASE 5A
PH510

FEES

Fee Summary

Project Fee Proposal - Kimley-Horn Team- Summary Sheet								
Reconstruction/Rehabilitation of Taxiway Alpha and Alpha Connectors								
Sarasota Bradenton International Airport (SRQ)								
Amendment 3 - 6/9/26 - Construction Phase Services - Bid Package 1 - Revision 2								
Basic Construction Phase Services - Not To Exceed		**TASK 1**	**TASK 2**	**TASK 3**	**TASK 4**	**TASK 5**	**TOTAL**
	Kimley-Horn and Associates		$ 18,160.00	$ 647,196.00	$ 42,608.00			*$ 707,964.00*
		Subtotal	**$ 18,160.00**	**$ 647,196.00**	**$ 42,608.00**	**$ -**	**$ -**	**$ 707,964.00**
Other Construction Phase Services - Not To Exceed								
	EG Solutions, Inc. - RPR Services					$ 987,308.00		*$ 987,308.00*
	EG Solutions, Inc. - QA Materials Testing						$ 211,230.00	*$ 211,230.00*
		Subtotal	$ -	$ -	$ -	$ 987,308.00	$ 211,230.00	***$ 1,198,538.00***
Reimbursable Expenses - Not To Exceed								
	Kimley-Horn and Associates		$ -	$ 5,807.10	$ 168.20			*$ 5,975.30*
	EG Solutions, Inc.					$ 45,835.00	$ 18,678.40	*$ 64,513.40*
		Subtotal	**$ -**	**$ 5,807.10**	**$ 168.20**	**$ 45,835.00**	**$ 18,678.40**	**$ 70,488.70**
		TOTAL	**$ 18,160.00**	**$ 653,003.10**	**$ 42,776.20**	**$ 1,033,143.00**	**$ 229,908.40**	**$ 1,976,990.70**

TASK 1 - SERVICES PRIOR TO CONSTRUCTION NOTICE TO PROCEED (NTP)

Project Fee Proposal - **Kimley-Horn Team**									
Reconstruction/Rehabilitation of Taxiway Alpha and Alpha Connectors									
Sarasota Bradenton International Airport (SRQ)									
Amendment 3 - 6/9/26 - Construction Phase Services - Bid Package 1 - Revision 2									
Scope/Task	Senior Professional II	Project Manager	Senior Professional I	Professional Engineer	Engineer Analyst	Senior Design Support	Clerical Support	Total
Basic Construction Phase Services: **Kimley-Horn and Associates**	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
Task 1 - Services Prior to Construction Notice to Proceed (NTP)								
1.1 Conformed Documents Production		12		16				28
1.2 FAA Construction Management Plan (CMP)		24		24				48
Subtotal Hours	-	36.00	-	40.00	-	-	-	76
Rate	$ 350.00	$ 280.00	$ 280.00	$ 202.00	$ 175.00	$ 225.00	$ 130.00	
Total Burdened Labor	$ -	$ 10,080.00	$ -	$ 8,080.00	$ -	$ -	$ -	**$ 18,160.00**

TASK 2 - SERVICES DURING CONSTRUCTION

Project Fee Proposal - **Kimley-Horn Team**								
Reconstruction/Rehabilitation of Taxiway Alpha and Alpha Connectors								
Sarasota Bradenton International Airport (SRQ)								
Amendment 3 - 6/9/26 - Construction Phase Services - Bid Package 1 - Revision 2								
Scope/Task	Senior Professional II	Project Manager	Senior Professional I	Professional Engineer	Engineer Analyst	Senior Design Support	Clerical Support	Total
Basic Construction Phase Services: **Kimley-Horn and Associates**	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
Task 2 - Services During Construction								
2.1 General Administration of Construction Contract		520		180			120	820
2.2 Clarifications and Interpretations		200	80	360				640
2.3 Change Orders		80	16	80				176
2.4 Material Submittal/Shop Drawing Review		80	40	120				240
2.5 Meeting Attendance		90		210				300
2.6 Site Visits		180	48	100				328
2.7 Contractor Applications for Payment Review		120		20				140
2.8 Substantial Completion Site Visit		8	16	8				32
Subtotal Hours	-	1,278.00	200.00	1,078.00	-	-	120.00	2,676
Rate	$ 350.00	$ 280.00	$ 280.00	$ 202.00	$ 175.00	$ 225.00	$ 130.00	
Total Burdened Labor	$ -	$ 357,840.00	$ 56,000.00	$ 217,756.00	$ -	$ -	$ 15,600.00	**$ 647,196.00**

TASK 3 - SERVICES FOLLOWING SUBSTANTIAL COMPLETION OF CONSTRUCTION

Project Fee Proposal - **Kimley-Horn Team**									
Reconstruction/Rehabilitation of Taxiway Alpha and Alpha Connectors									
Sarasota Bradenton International Airport (SRQ)									
Amendment 3 - 6/9/26 - Construction Phase Services - Bid Package 1 - Revision 2									
Scope/Task	Senior Professional II	Project Manager	Senior Professional I	Professional Engineer	Engineer Analyst	Senior Design Support	Clerical Support	Total
Basic Construction Phase Services: **Kimley-Horn and Associates**	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
Task 3 - Services Following Substantial Completion of Construction								
3.1 Final Notice of Acceptability of Work		8	16	16				40
3.2 Record Drawings		8	8	24	40			80
3.3 Project Closeout Documentation		16		24	40			80
Subtotal Hours	-	32.00	24.00	64.00	80.00	-	-	200
Rate	$ 350.00	$ 280.00	$ 280.00	$ 202.00	$ 175.00	$ 225.00	$ 130.00	
Total Burdened Labor	$ -	$ 8,960.00	$ 6,720.00	$ 12,928.00	$ 14,000.00	$ -	$ -	**$ 42,608.00**

Task 4 - Resident Project Representative (RPR)

Project Fee Proposal - **Kimley-Horn Team**													
Reconstruction/Rehabilitation of Taxiway Alpha and Alpha Connectors													
Sarasota Bradenton International Airport (SRQ)													
Amendment 3 - 6/9/26 - Construction Phase Services - Bid Package 1 - Revision 2													
Scope/Task	Senior Consultant	Project Manager	Senior Engineer	Project Coordinator	Lead RPR	Lead RPR OT	RPR 2 (Night)	RPR 2 (Night) OT	Asst. RPR	Asst. RPR - OT	Administrative	Total
Other Construction Phase Services: **EG Solutions, Inc.**	Hours	Hours	Hours	Hours		Hours	Hours	Hours	Hours	Hours	Hours	
Task 4 - Resident Project Representative (RPR)												
4.1 Resident Project Representative (RPR)					2040	940	1200	464	640	320		5,604
4.2 RPR Office Support	8	100	8	4								120
												0
												0
												0
												0
												0
												0
												0
												0
Subtotal Hours	8.00	100.00	8.00	4.00	2,040.00	940.00	1,200.00	464.00	640.00	320.00	-	5,724
Rate	$ 300.00	$ 295.00	$ 220.00	$ 160.00	$ 170.00	$ 212.00	$ 150.00	$ 187.00	$ 135.00	$ 168.00	$ 110.00	
Total Burdened Labor	$ 2,400.00	$ 29,500.00	$ 1,760.00	$ 640.00	$ 346,800.00	$ 199,280.00	$ 180,000.00	$ 86,768.00	$ 86,400.00	$ 53,760.00	$ -	**$ 987,308.00**

Task 5 - Owner's Quality Assurance (QA) Materials Testing

Project Fee Proposal - **Kimley-Horn Team**											
Reconstruction/Rehabilitation of Taxiway Alpha and Alpha Connectors											
Sarasota Bradenton International Airport (SRQ)											
Amendment 3 - 6/9/26 - Construction Phase Services - Bid Package 1 - Revision 2											
Scope/Task	Senior Consultant	Project Manager	Senior Engineer	Project Coordinator	Senior Eng. Technician	Senior Eng. Technician Over Time @ 1.25	Engineer Intern	Field Technician	Administrative	Total
Other Construction Phase Services: **EG Solutions, Inc.**	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
Task 5 - Owner's Quality Assurance (QA) Materials Testing										
5.1a P-152 Subgrade/Embankment/Drainage Backfill		2	15					80	5	102
5.2b P-211 Limerock Base Course		2	15					80	5	102
5.1c P-401 Asphalt Mix Pavement	12	8	120		600	330			25	1,095
5.1d P-610 Miscellaneous Concrete			20					80		100
										0
										0
										0
										0
										0
										0
Subtotal Hours	12.00	12.00	170.00	-	600.00	330.00	-	240.00	35.00	1,399
Rate	$ 300.00	$ 295.00	$ 220.00	$ 160.00	$ 135.00	$ 168.00	$ 125.00	$ 110.00	$ 110.00	
Total Burdened Labor	$ 3,600.00	$ 3,540.00	$ 37,400.00	$ -	$ 81,000.00	$ 55,440.00	$ -	$ 26,400.00	$ 3,850.00	$ **211,230.00**

EXPENSES

Expenses - Kimley-Horn						
	Mileage @ $0.725 per Mile (116 miles/round trip)	Hard Copy Prints (8.5x11) ($0.12 per copy)	Hard Copy Plots (22x34) ($6.50 per sheet)	Airfare (Round Trip Assumed at $400/Trip)	Hotel (Assumed at $200/Night)	**Expenses Subtotal**
Task 1 - Services Prior to Construction Notice to Proceed (NTP)						$ -
Task 2 - Services During Construction	$ 2,607.10			$ 1,600.00	$ 1,600.00	**$ 5,807.10**
Task 3 - Services Following Substantial Completion of Construction	$ 168.20					**$ 168.20**
TOTAL KIMLEY-HORN EXPENSES						**$ 5,975.30**

TASK 4 - EXPENSES

Expenses - EG Solutions, Inc. - RPR						
	Daily Field Vehicle Charge ($85.00/day)	Hard Copy Prints (8.5x11) ($0.12 per copy)	Hard Copy Plots (22x34) ($6.50 per sheet)	Airfare (Round Trip Assumed at $400/Trip)	Hotel (Assumed at $200/Night)	**Expenses Subtotal**
RPR Vehicle/Transportation (Includes Mileage to/on-site) - 518 days	$ 44,030.00			$ -	$ -	**$ 44,030.00**
Hard Copy Prints (1500 pp 8.5x11/11x17; 250 pp 24x36)		$ 180.00	$ 1,625.00			**$ 1,805.00**
						$ -
TOTAL EG SOLUTIONS - RPR EXPENSES						**$ 45,835.00**

TASK 5 EXPENSES

Expenses - EG Solutions, Inc. - QA Testing				
	Unit Cost	Unit	Quantity	Expenses Subtotal
Modified Proctor	$ 240.00	/Test	10	**$ 2,400.00**
Limerock Bearing Ratio (LBR)	$ 450.00	/Test	10	**$ 4,500.00**
Sieve Analysis	$ 115.00	/Test	10	**$ 1,150.00**
Compressive Strength - Cylinders (Per Set of Cylinders)	$ 140.00	/Set	34	**$ 4,760.00**
Nuclear Density Testing - Gauge/Trip	$ 60.00	/Trip	40	**$ 2,400.00**
Travel - Mileage (16 mi round trip to SRQ - 74 trips; estimated 48 mi round trip to asphalt lab - 75 trips)	$ 0.725	/mi	4784	**$ 3,468.40**
TOTAL EG SOLUTIONS - QA TESTING EXPENSES				**$ 18,678.40**

SARASOTA MANATEE AIRPORT AUTHORITY
NOVEMBER 17, 2026, REGULAR MEETING
STAFF NARRATIVE

REQUEST TO APPROVE
GENERAL AVIATION FEDERAL INSPECTION STATION
CONTRACT CHANGE ORDERS NO. 1 AND NO. 6 WITH RYCON CONSTRUCTION, INC.

EXECUTIVE SUMMARY: Request for approval of Change Orders No. 1 and No. 6 to the General Aviation Federal Inspection Station Construction Contract with Rycon Construction, Inc. for partial installation of buried electrical conduit and other utility infrastructure for tenant development at the Airport.

NARRATIVE: A summary of the change orders is presented here as follows:

Change Order No. 1, "Reconciliation of Electrical Conduit Installation", is $276,748.27.

On November 19, 2024, following a public request for sealed bids, the Airport Authority awarded a construction contract to Rycon Construction, Inc. for the General Aviation ("GA") Federal Inspection Station ("FIS") in the North Quadrant at Sarasota Bradenton International Airport (the "Airport") for $9,174,174.75. Subsequently, on September 29, 2025, the Board approved staff's request to fund certain water and electrical infrastructure improvements for development in the North Quadrant, and authorized the President, Chief Executive Officer, to execute the required contracts with the low responsive bidders, in an amount not to exceed $1.25 million plus 10% contingency, provided that the Board ratified all contracts at a subsequent meeting.

To that end, staff requested the Authority's on-site contractor, Rycon Construction, Inc. ("Rycon"), to obtain competitive proposals to install the electrical conduit required by Florida Power and Light ("FPL") to extend permanent power to tenants in the North Quadrant and two proposals were received: 1) AMC Electrical & Fiber Underground, L.L.C. ("AMC Electrical") for $651,391.26, adjusted to $646,637.34 after evaluation by the Authority's Engineer of Record, C&S Companies, Inc.; and 2) Coastal Drilling & Backhoe Inc. for $699,727.00.

In response, Rycon submitted proposed Change Order No. 1 to the Authority to install the electrical conduits for FPL based on the low responsive bid, including general conditions, overhead, profit, and sales tax, for $812,482.09. On February 9, 2026, Change Order No. 1 was presented to the Board for consideration and declined based on price. After the Board's decision, staff installed the conduits required and re-negotiated Change Order No. 1 to include only the work completed prior to the Board's decision. The agreed-upon value of Change Order No. 1 is $276,748.47.

Change Order No. 6, "Infrastructure and Utility Connectivity Requirements, " is $294,201.90.

Change Order No. 6 includes modifications to stormwater drainage, sanitary sewer, potable water, and airfield lighting systems due to grading changes and pavement geometry. This change order also includes updates to the fiber optic network, conduit pathways, and fiber optic cabling to support airfield gate equipment and CCTV systems across multiple tenant sites, including components connecting the GA FIS Station to the Terminal Building, resulting from emerging needs as tenant development occurred in the North Quadrant after the FIS contract began. These iterative changes were necessary to ensure that the tenant development in the North Quadrant integrated with the Airport's primary infrastructure and existing utility systems.

Based on the Authority's need to provide permanent power to its tenants in the North Quadrant and accommodate the infrastructure and utility needs required to integrate tenant development in the North Quadrant with the Airport's existing infrastructure, the President, Chief Executive Officer, recommends approval of Change Orders No. 1 and No. 6 to the Rycon GA FIS Contract for $276,748.47 and $294,201.90, respectively.

RECOMMENDATION: It is hereby recommended that the Sarasota Manatee Airport Authority Board approve Change Orders No. 1 and No. 6 to the General Aviation Federal Inspection Station Contract with Rycon Construction, Inc. for $276,748.47 and $294,201.90, respectively, and authorize the President, Chief Executive Officer, to execute the appropriate change orders for the amounts stated.

ATTACHMENT: Change Orders No. 1 and No. 6 to the Federal Inspection Station Contract with Rycon Construction, Inc., dated September 16, 2026.

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

CHANGE ORDER

Project Title:	General Aviation Federal Inspection Station	Date Prepared:	September 16, 2026
Project Description:	Construction of a General Aviation Inspection facility located in the N. Quadrant	FAA AIP No.	N/A
		FDOT Fin. Proj No.	450535-1-94-01
Contractor:	Rycon Construction, Inc.	G.L. Acct. No.	18775-00-000
Address:	11215 Metro Parkway, Suite 2 Fort Myers, FL 33966	**Change Order #**	**01 (Revised)**

ORIGINAL CONTRACT AMOUNT:	$	9,174,174.75
AMOUNT OF PREVIOUS CHANGE ORDERS:	$	0.00
COST OF THIS CHANGE ORDER:	$	276,748.27
REVISED CONTRACT AMOUNT:	$	9,450,923.02

DESCRIPTION OF CHANGE	QTY	UNIT PRICE	TOTAL AMOUNT
FPL Conduit Install per attached detail:			
• Installation of FPL infrastructure to the N. Quad	1 LS	$262,712.64	$262,712.64
Sales Tax	1 LS	$900.00	$900.00
Overhead & Profit	1 LS	$13,135.63	$13,135.63
Change Order Total:			**$276,748.27**

Reason for Change Order: Owner requested changes for N. Quad infrastructure.

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.	X	Not changed.
X	Increased		Increased/Decreased

The foregoing is in accordance with your contract dated December 11, 2024 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:		President, CEO SMAA	
Contractor:		Rycon Construction, Inc.	9/17/2026
Engineer of Record:		C&S Companies	9/17/2026
FAA: (if applicable)	N/A		
FDOT (if applicable)			

DISTRIBUTION: Original For Each Signatory Party CC: SMAA Finance, SMAA Project File

RYCON Construction
Employee-Owned. Client-Driven.

PCO #1

Rycon Construction Inc.
11215 Metro Pwky Suite 2
Fort Myers, Florida 33966
Phone: +12393652100

Project: 5449 - SRQ GENERAL AVIATION FEDERAL INSPECTION STATION
7820 Mustang Run
SARASOTA, Florida 34243

Prime Contract Potential Change Order #1: PCO#1 - FPL Conduit Install (REVISED)

TO:	SARASOTA BRADENTON INTERNATIONAL 600 AIRPORT CIRCLE SARASOTA, Florida 34243	**FROM:**	Rycon Construction, Inc. (FTM) 11215 Metro Parkway Suite 2 Fort Myers, Florida 33966
PCO NUMBER/REVISION:	1 / 3	**CONTRACT:**	1 - Projected Budget
REQUEST RECEIVED FROM:		**CREATED BY:**	Chris Campbell (Rycon Construction, Inc. (FTM))
STATUS:	Pending - In Review	**CREATED DATE:**	2/11/2026
REFERENCE:		**PRIME CONTRACT CHANGE ORDER:**	None
FIELD CHANGE:	No		
LOCATION:		**ACCOUNTING METHOD:**	Amount Based
SCHEDULE IMPACT:	0 days	**PAID IN FULL:**	No
EXECUTED:	No	**SIGNED CHANGE ORDER RECEIVED DATE:**	
PRICING VALID UNTIL:		**TOTAL AMOUNT:**	$276,748.27

POTENTIAL CHANGE ORDER TITLE: PCO#1 - FPL Conduit Install (REVISED)

CHANGE REASON: Added Scope

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

PCO#1 - FPL Conduit Install - Revised

In order for the Project to receive permanent power, it was discovered that additional infrastructure was required to be installed in the North Quad. FPL and the Design Team began working on the design for this additional infrastructure and provided drawings for Rycon to price on November 21, 2025. Throughout December 2025, Rycon worked with the Design Team to clarify and price the additional scope. Rycon received interim drawings from the Design Team on December 12, 2025 and final drawings on January 5, 2026. In late December 2025, Rycon Construction was directed to perform the entirety of the additional infrastructure work and on January 7, 2026, Rycon began installation. On February 23, 2026, Rycon to stop installation due to issues with the PCO approval. Since that date, Rycon continues to wait for the conduit installation to be complete and for FPL to install the permanent power. The included costs here are what was incurred to date for the installation of the FPL Infrastructure.

Rycon's submission of this Proposed Change Order is made with a full reservation of rights and is not intended, nor shall it be construed, as a waiver, release, or limitation of any rights, claims, remedies, defenses, or entitlements available to Rycon under the Contract Documents, at law, or in equity. Nothing contained in this document shall waive, alter, amend, or release any prior notices, claims, reservations of rights, requests for additional time or compensation, or other contractual rights previously asserted or which may hereafter be asserted by Rycon. This reservation is without prejudice to any other rights or remedies.

Any alterations, amendments, or modifications made to this document after its formal submission shall be null, void, and unenforceable, with no binding effects on the parties.

ATTACHMENTS:

#	Budget Code	Description	Amount
1	00-02000.S Site Work.Subcontract	Install of FPL infrastructure to the North Quad @ SRQ.	$262,712.64
2	00-00350.M Administrative Expense (POSTAGE).Materials	Sales Tax	$900.00
3	00-60000.O Profit.Other	OH&P 5%	$13,135.63
		Grand Total:	**$276,748.27**

RYCON Construction
Employee-Owned Client-Driven

PCO #1

	SARASOTA BRADENTON INTERNATIONAL	**Rycon Construction, Inc. (FTM)**
	600 AIRPORT CIRCLE	11215 Metro Parkway Suite 2
	SARASOTA, Florida 34243	Fort Myers, Florida 33966
SIGNATURE **DATE**	**SIGNATURE** **DATE**	**SIGNATURE** **DATE**

SRQ North Quad - Backbone and PH1 Underground Install
Sarasota - Manatee Airport
Florida Power & Light

Kenneth Hinkle, PLS
Senior Project Manager, Engineering, Planning & Facilities
Sarasota Bradenton International
(941) 650-0815

Item	Description	Unit	Base Quantity	Installed Quantity	Unit Price	Revised Total cost
	Mobilization (Including $24,000.00 of GPRS)	LS	1	1	$ 50,000.00	$ 50,000.00
	Forklift & Operator (Skid Steer in place of Forklift)	Weeks	20	10	$ 1,500.00	$ 15,000.00
	Safety & MOT	LS	1	0.5	$ 15,000.00	$ 7,500.00
	Locations 22, 23, 25, 26, 28, 34, 37, 38 & 39 - Install 48" Primary Splice Box	EA	6	0	$ 981.00	$ -
	Install 6" HDPE with Pull Tape	LF	6036	2875	$ 21.25	$ 61,093.75
	Install 6", Sch 40 , 90 Deg Elbows	EA	21	0	$ 35.00	$ -
	Install 6", Sch 40 , 45 Deg Elbows	EA	4	0	$ 35.00	$ -
	Locations 3, 9, 13 - Install Elbow to Exisiting PMTX	EA	3	3	$ 100.00	$ 300.00
	Install 2" , Sch 40 PVC with Pull String	LF	19834	6114	$ 13.51	$ 82,600.14
	Install 2", Sch 40 , 90 Deg Elbows	EA	120	24	$ 35.00	$ 840.00
	Install 2", Sch 40 , 45 Deg Elbows	EA	10	0	$ 35.00	$ -
	Remove 1/0 Cable Only	LF	1425	0	$ 3.00	$ -
	Remove 48" Primary Handholes	EA	2	0	$ 1,500.00	$ -
	Remove 1/0 Cable and 2" PVC Conduit	LF	2400	0	$ 18.51	$ -
	XFMR Pad Installation (150 & 300 Kva)	EA	7	0	$ 1,500.00	$ -
	XFMR Pad Installation (2000kVA)	EA	1	0	$ 2,200.00	$ -
	Switch Pad Installation	EA	2	0	$ 1,500.00	$ -
	Furnisha nd Install 6" Pipe Bollards, Concrete Filled and Painted Safety Yellow					$ -
	Boulder Removal	Allowance	1	0.75	$ 29,305.00	$ 21,978.75
	Site Restoration	LS	1	0.75	$ 30,000.00	$ 22,500.00
	Sub Totals					**$ 261,812.64**
	General Conditions	Days	100	0	750	$ -
	Permit Allowance (By Others)					$ -
	Sales Tax	LS	1	1		$ 900.00
	Total Before OH&P					**$ 262,712.64**
	OH&P	5%				$ 13,135.63
	Total Cost					**$ 276,748.27**

AMC BORE LOG PROFILE

BL #001

Company Name:	AMC	Street Location:	Sarasota Florida
Total LF of Pipe at BL #01	272.00	Begin Station Location:	Location B
Bore Rod Size:	10'	End Station Location:	Location A
Bore Length:	68	Number of Conduits:	4 total
Job Number:	SQR FPL	Size Conduits:	2" and 6"
Additional Comments:		Bore Path Diameter:	2" and 6"
Detection Method:	Subsite	Reamer Path Diameter:	4" and 8"
		Permit Number:	n/a

4

ROD #	EOP	DEPTH	ROD #	EOP	DEPTH	ROD #	EOP	DEPTH	ROD #	EOP	DEPTH
#1		4'	#21			#41			#61		
#2		5'	#22			#42			#62		
#3		6'	#23			#43			#63		
#4		6.6'	#24			#44			#64		
#5		6'	#25			#45			#65		
#6		5'	#26			#46			#66		
#7		4'	#27			#47			#67		
#8			#28			#48			#68		
#9			#29			#49			#69		
#10			#30			#50			#70		
#11			#31			#51			#71		
#12			#32			#52			#72		
#13			#33			#53			#73		
#14			#34			#54			#74		
#15			#35			#55			#75		
#16			#36			#56			#76		
#17			#37			#57			#77		
#18			#38			#58			#78		
#19			#39			#59			#79		
#20			#40			#60			#80		

AMC BORE LOG PROFILE

BL #002

Company Name:	AMC	Street Location:	Sarasota Florida	
Total LF of Pipe at BL #02	360.00	Begin Station Location:	Location B	
Bore Rod Size:	10'	End Station Location:	Location A	
Bore Length:	120	Number of Conduits:	3 total	3
Job Number:	SQR FPL	Size Conduits:	2"	
Additional Comments:		Bore Path Diameter:	2"	
Detection Method:	Subsite	Reamer Path Diameter:	4"	
		Permit Number:	n/a	

ROD #	EOP	DEPTH	ROD #	EOP	DEPTH	ROD #	EOP	DEPTH	ROD #	EOP	DEPTH
#1		4'	#21			#41			#61		
#2		5'	#22			#42			#62		
#3		6'	#23			#43			#63		
#4		7'	#24			#44			#64		
#5		7'	#25			#45			#65		
#6		7'	#26			#46			#66		
#7		7'	#27			#47			#67		
#8		7	#28			#48			#68		
#9		7	#29			#49			#69		
#10		6	#30			#50			#70		
#11		6	#31			#51			#71		
#12		5	#32			#52			#72		
#13			#33			#53			#73		
#14			#34			#54			#74		
#15			#35			#55			#75		
#16			#36			#56			#76		
#17			#37			#57			#77		
#18			#38			#58			#78		
#19			#39			#59			#79		
#20			#40			#60			#80		

AMC BORE LOG PROFILE

BL #003

Company Name:	AMC	Street Location:	Sarasota Florida
Total LF of Pipe at BL #03	609.00	Begin Station Location:	Location B
Bore Rod Size:	10'	End Station Location:	Location A
Bore Length:	87	Number of Conduits:	7 total
Job Number:	SQR FPL	Size Conduits:	2" and 6"
Additional Comments:		Bore Path Diameter:	2" and 6"
Detection Method:	Subsite	Reamer Path Diameter:	4" & 8"
		Permit Number:	n/a

7

ROD #	EOP	DEPTH	ROD #	EOP	DEPTH	ROD #	EOP	DEPTH	ROD #	EOP	DEPTH
#1		4'	#21			#41			#61		
#2		5'	#22			#42			#62		
#3		6'	#23			#43			#63		
#4		6'	#24			#44			#64		
#5		6'	#25			#45			#65		
#6		6'	#26			#46			#66		
#7		5'	#27			#47			#67		
#8		4'	#28			#48			#68		
#9			#29			#49			#69		
#10			#30			#50			#70		
#11			#31			#51			#71		
#12			#32			#52			#72		
#13			#33			#53			#73		
#14			#34			#54			#74		
#15			#35			#55			#75		
#16			#36			#56			#76		
#17			#37			#57			#77		
#18			#38			#58			#78		
#19			#39			#59			#79		
#20			#40			#60			#80		

AMC BORE LOG PROFILE

BL #004

Company Name:	AMC	Street Location:	Sarasota Florida
Total LF of Pipe at BL #04	609.00	Begin Station Location:	Location B
Bore Rod Size:	10'	End Station Location:	Location A
Bore Length:	87	Number of Conduits:	7 total
Job Number:	SQR FPL	Size Conduits:	2" and 6"
Additional Comments:		Bore Path Diameter:	2" and 6"
Detection Method:	Subsite	Reamer Path Diameter:	4" & 8"
		Permit Number:	n/a

7

ROD #	EOP	DEPTH	ROD #	EOP	DEPTH	ROD #	EOP	DEPTH	ROD #	EOP	DEPTH
#1		4'	#21			#41			#61		
#2		5'	#22			#42			#62		
#3		6'	#23			#43			#63		
#4		6'	#24			#44			#64		
#5		6'	#25			#45			#65		
#6		6'	#26			#46			#66		
#7		5'	#27			#47			#67		
#8		4'	#28			#48			#68		
#9			#29			#49			#69		
#10			#30			#50			#70		
#11			#31			#51			#71		
#12			#32			#52			#72		
#13			#33			#53			#73		
#14			#34			#54			#74		
#15			#35			#55			#75		
#16			#36			#56			#76		
#17			#37			#57			#77		
#18			#38			#58			#78		
#19			#39			#59			#79		
#20			#40			#60			#80		

AMC BORE LOG PROFILE

BL #005

Company Name:	AMC	Street Location:	Sarasota Florida
Total LF of Pipe at BL #05	195.00	Begin Station Location:	Location B
Bore Rod Size:	10'	End Station Location:	Location A
Bore Length:	65	Number of Conduits:	3 total
Job Number:	SQR FPL	Size Conduits:	2"
Additional Comments:		Bore Path Diameter:	2"
Detection Method:	Subsite	Reamer Path Diameter:	4"
		Permit Number:	n/a

3

ROD #	EOP	DEPTH	ROD #	EOP	DEPTH	ROD #	EOP	DEPTH	ROD #	EOP	DEPTH
#1		4'	#21			#41			#61		
#2		5'	#22			#42			#62		
#3		6'	#23			#43			#63		
#4		6'	#24			#44			#64		
#5		6'	#25			#45			#65		
#6		5'	#26			#46			#66		
#7		4'	#27			#47			#67		
#8			#28			#48			#68		
#9			#29			#49			#69		
#10			#30			#50			#70		
#11			#31			#51			#71		
#12			#32			#52			#72		
#13			#33			#53			#73		
#14			#34			#54			#74		
#15			#35			#55			#75		
#16			#36			#56			#76		
#17			#37			#57			#77		
#18			#38			#58			#78		
#19			#39			#59			#79		
#20			#40			#60			#80		

AMC BORE LOG PROFILE

BL #006

Company Name:	AMC	Street Location:	Sarasota Florida
Total LF of Pipe at BL #06	345.00	Begin Station Location:	Location B
Bore Rod Size:	10'	End Station Location:	Location A
Bore Length:	115	Number of Conduits:	3 total
Job Number:	SQR FPL	Size Conduits:	2"
Additional Comments:		Bore Path Diameter:	2"
Detection Method:	Subsite	Reamer Path Diameter:	4"
		Permit Number:	n/a

3

ROD #	EOP	DEPTH	ROD #	EOP	DEPTH	ROD #	EOP	DEPTH	ROD #	EOP	DEPTH
#1		4'	#21			#41			#61		
#2		5'	#22			#42			#62		
#3		6'	#23			#43			#63		
#4		7'	#24			#44			#64		
#5		8'	#25			#45			#65		
#6		8'	#26			#46			#66		
#7		8'	#27			#47			#67		
#8		8'	#28			#48			#68		
#9		7'	#29			#49			#69		
#10		6'	#30			#50			#70		
#11		5'	#31			#51			#71		
#12			#32			#52			#72		
#13			#33			#53			#73		
#14			#34			#54			#74		
#15			#35			#55			#75		
#16			#36			#56			#76		
#17			#37			#57			#77		
#18			#38			#58			#78		
#19			#39			#59			#79		
#20			#40			#60			#80		

AMC BORE LOG PROFILE

BL #007

Company Name:	AMC	Street Location:	Sarasota Florida
Total LF of Pipe at BL #07	119.00	Begin Station Location:	Location B
Bore Rod Size:	10'	End Station Location:	Location A
Bore Length:	119	Number of Conduits:	1 total
Job Number:	SQR FPL	Size Conduits:	6"
Additional Comments:		Bore Path Diameter:	6"
Detection Method:	Subsite	Reamer Path Diameter:	8"
		Permit Number:	n/a

1

ROD #	EOP	DEPTH	ROD #	EOP	DEPTH	ROD #	EOP	DEPTH	ROD #	EOP	DEPTH
#1		4'	#21			#41			#61		
#2		5'	#22			#42			#62		
#3		6'	#23			#43			#63		
#4		7'	#24			#44			#64		
#5		8'	#25			#45			#65		
#6		8'	#26			#46			#66		
#7		8'	#27			#47			#67		
#8		8'	#28			#48			#68		
#9		7'	#29			#49			#69		
#10		6'	#30			#50			#70		
#11		5'	#31			#51			#71		
#12		4'	#32			#52			#72		
#13			#33			#53			#73		
#14			#34			#54			#74		
#15			#35			#55			#75		
#16			#36			#56			#76		
#17			#37			#57			#77		
#18			#38			#58			#78		
#19			#39			#59			#79		
#20			#40			#60			#80		

AMC BORE LOG PROFILE

BL #008

Company Name:	AMC	Street Location:	Sarasota Florida
Total LF of Pipe at BL #08	123.00	Begin Station Location:	Location B
Bore Rod Size:	10'	End Station Location:	Location A
Bore Length:	123	Number of Conduits:	1 total
Job Number:	SQR FPL	Size Conduits:	6"
Additional Comments:		Bore Path Diameter:	6"
Detection Method:	Subsite	Reamer Path Diameter:	8"
		Permit Number:	n/a

1

ROD #	EOP	DEPTH	ROD #	EOP	DEPTH	ROD #	EOP	DEPTH	ROD #	EOP	DEPTH
#1		4'	#21			#41			#61		
#2		5'	#22			#42			#62		
#3		6'	#23			#43			#63		
#4		7'	#24			#44			#64		
#5		8'	#25			#45			#65		
#6		8'	#26			#46			#66		
#7		8'	#27			#47			#67		
#8		8'	#28			#48			#68		
#9		8'	#29			#49			#69		
#10		7'	#30			#50			#70		
#11		6'	#31			#51			#71		
#12		5'	#32			#52			#72		
#13		4'	#33			#53			#73		
#14			#34			#54			#74		
#15			#35			#55			#75		
#16			#36			#56			#76		
#17			#37			#57			#77		
#18			#38			#58			#78		
#19			#39			#59			#79		
#20			#40			#60			#80		

AMC BORE LOG PROFILE

BL #009

Company Name:	AMC	Street Location:	Sarasota Florida
Total LF of Pipe at BL #09	221.00	Begin Station Location:	Location B
Bore Rod Size:	10'	End Station Location:	Location A
Bore Length:	221	Number of Conduits:	1 total
Job Number:	SQR FPL	Size Conduits:	2"
Additional Comments:		Bore Path Diameter:	2"
Detection Method:	Subsite	Reamer Path Diameter:	4"
		Permit Number:	n/a

1

ROD #	EOP	DEPTH	ROD #	EOP	DEPTH	ROD #	EOP	DEPTH	ROD #	EOP	DEPTH
#1		4'	#21		6'	#41			#61		
#2		5'	#22		5'	#42			#62		
#3		6'	#23			#43			#63		
#4		7'	#24			#44			#64		
#5		8'	#25			#45			#65		
#6		9'	#26			#46			#66		
#7		10'	#27			#47			#67		
#8		10'	#28			#48			#68		
#9		10'	#29			#49			#69		
#10		10'	#30			#50			#70		
#11		10'	#31			#51			#71		
#12		10'	#32			#52			#72		
#13		10'	#33			#53			#73		
#14		10'	#34			#54			#74		
#15		10'	#35			#55			#75		
#16		10'	#36			#56			#76		
#17		10'	#37			#57			#77		
#18		9'	#38			#58			#78		
#19		8'	#39			#59			#79		
#20		7'	#40			#60			#80		

AMC BORE LOG PROFILE

BL #0010

Company Name:	AMC	Street Location:	Sarasota Florida
Total LF of Pipe at BL #010	209.00	Begin Station Location:	Location B
Bore Rod Size:	10'	End Station Location:	Location A
Bore Length:	209	Number of Conduits:	1 total
Job Number:	SQR FPL	Size Conduits:	6"
Additional Comments:		Bore Path Diameter:	6"
Detection Method:	Subsite	Reamer Path Diameter:	8"
		Permit Number:	n/a

1

ROD #	EOP	DEPTH	ROD #	EOP	DEPTH	ROD #	EOP	DEPTH	ROD #	EOP	DEPTH
#1		4'	#21	4'		#41			#61		
#2		5'	#22			#42			#62		
#3		6'	#23			#43			#63		
#4		7'	#24			#44			#64		
#5		8'	#25			#45			#65		
#6		9'	#26			#46			#66		
#7		10	#27			#47			#67		
#8		10'	#28			#48			#68		
#9		10'	#29			#49			#69		
#10		10'	#30			#50			#70		
#11		10'	#31			#51			#71		
#12		10'	#32			#52			#72		
#13		10'	#33			#53			#73		
#14		10'	#34			#54			#74		
#15		10'	#35			#55			#75		
#16		9'	#36			#56			#76		
#17		8'	#37			#57			#77		
#18		7'	#38			#58			#78		
#19		6'	#39			#59			#79		
#20		5'	#40			#60			#80		

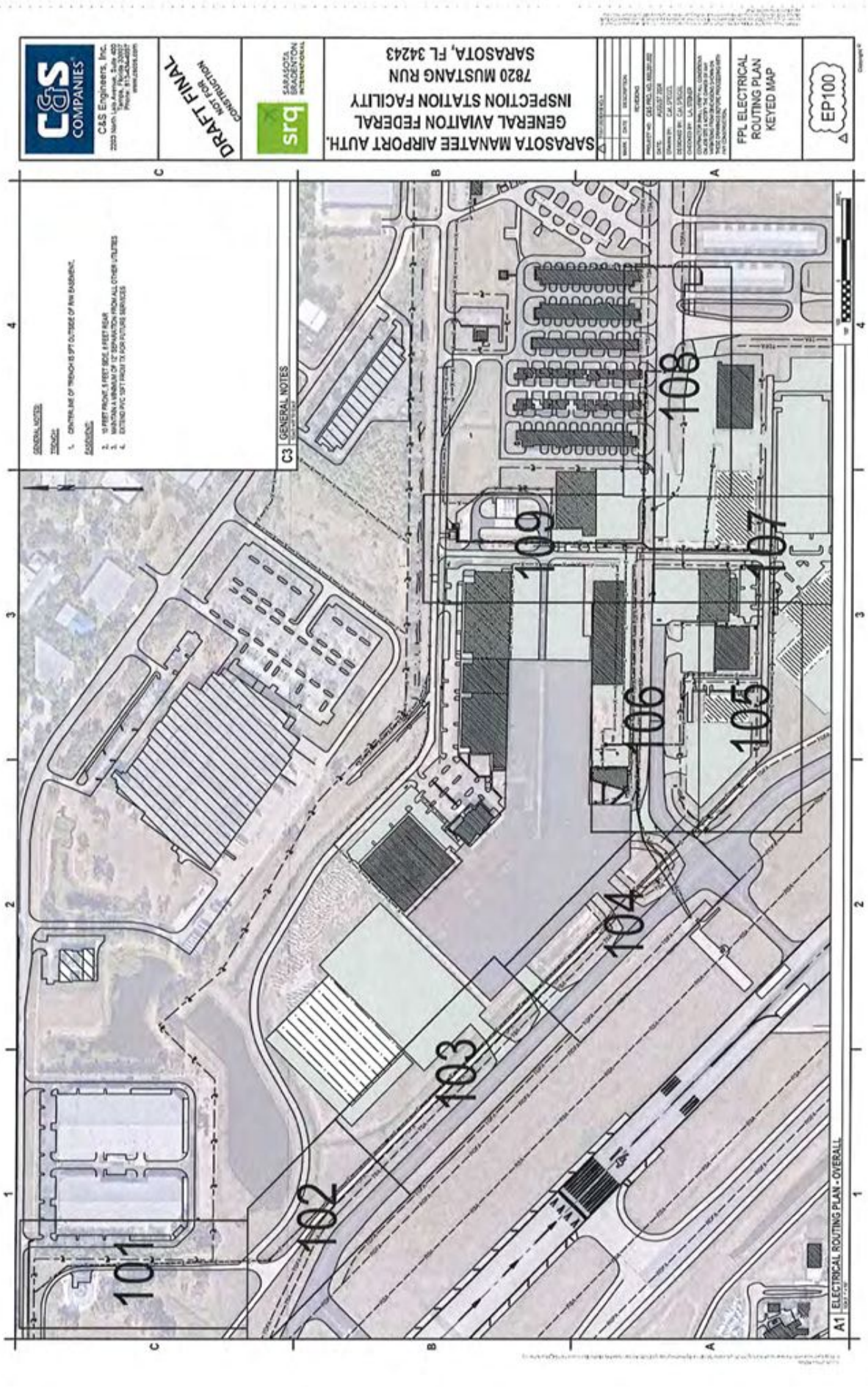
AMC BORE LOG PROFILE

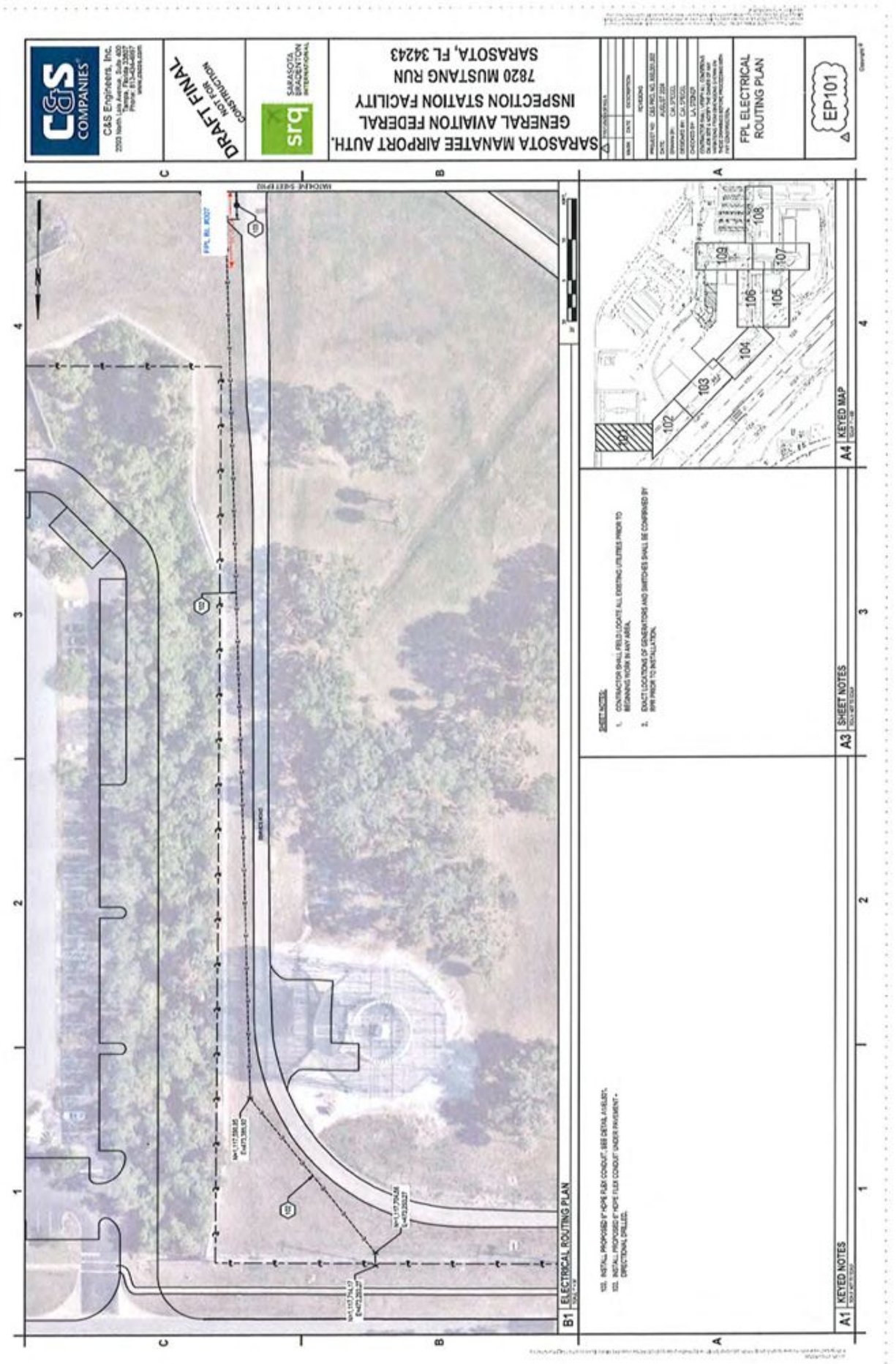
BL #011

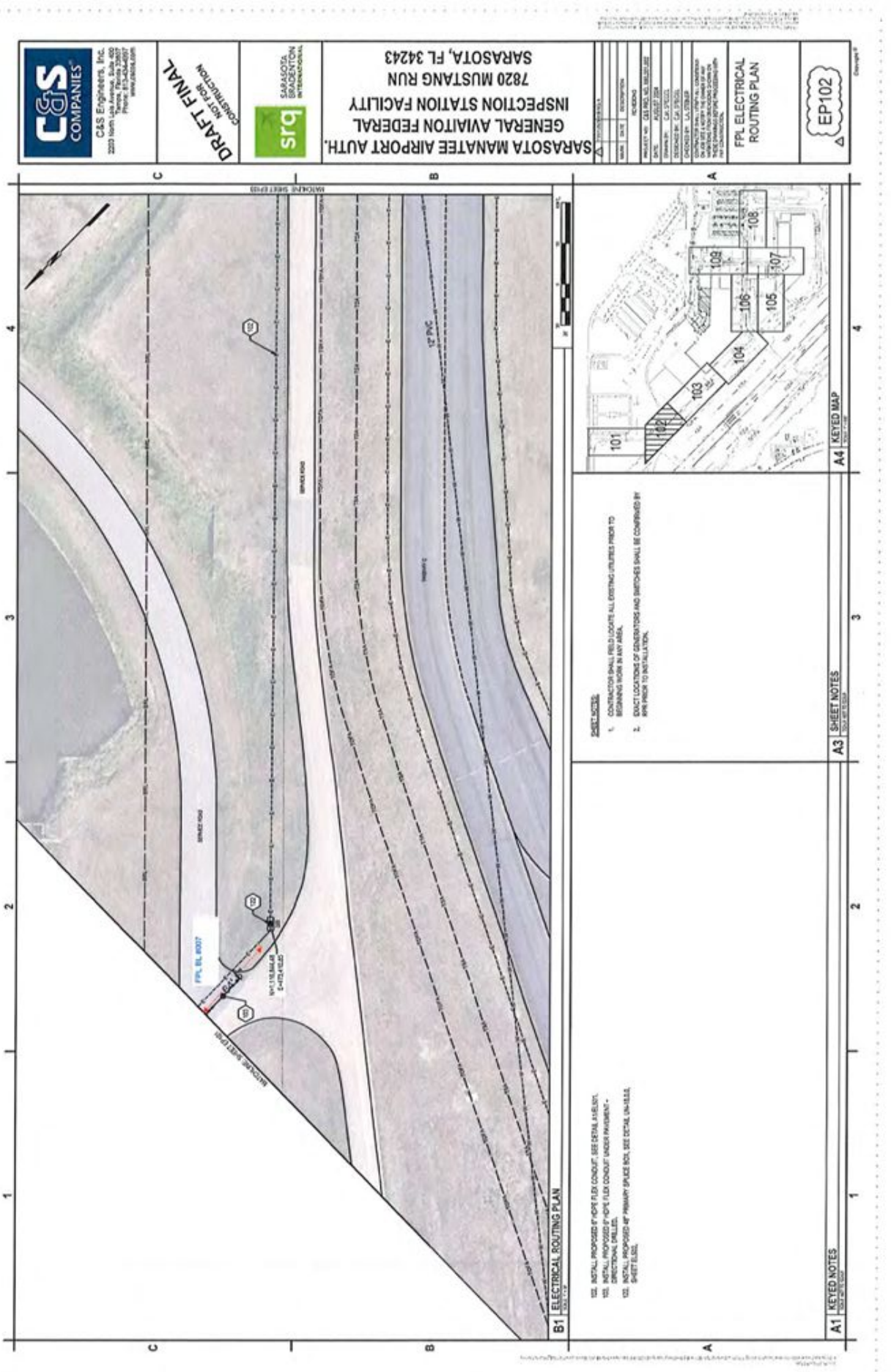
Company Name:	AMC	Street Location:	Sarasota Florida
Total LF of Pipe at BL #11	624.00	Begin Station Location:	Location B
Bore Rod Size:	10'	End Station Location:	Location A
Bore Length:	312	Number of Conduits:	2 total
Job Number:	SQR FPL	Size Conduits:	2"
Additional Comments:		Bore Path Diameter:	2"
Detection Method:	Subsite	Reamer Path Diameter:	4"
		Permit Number:	n/a

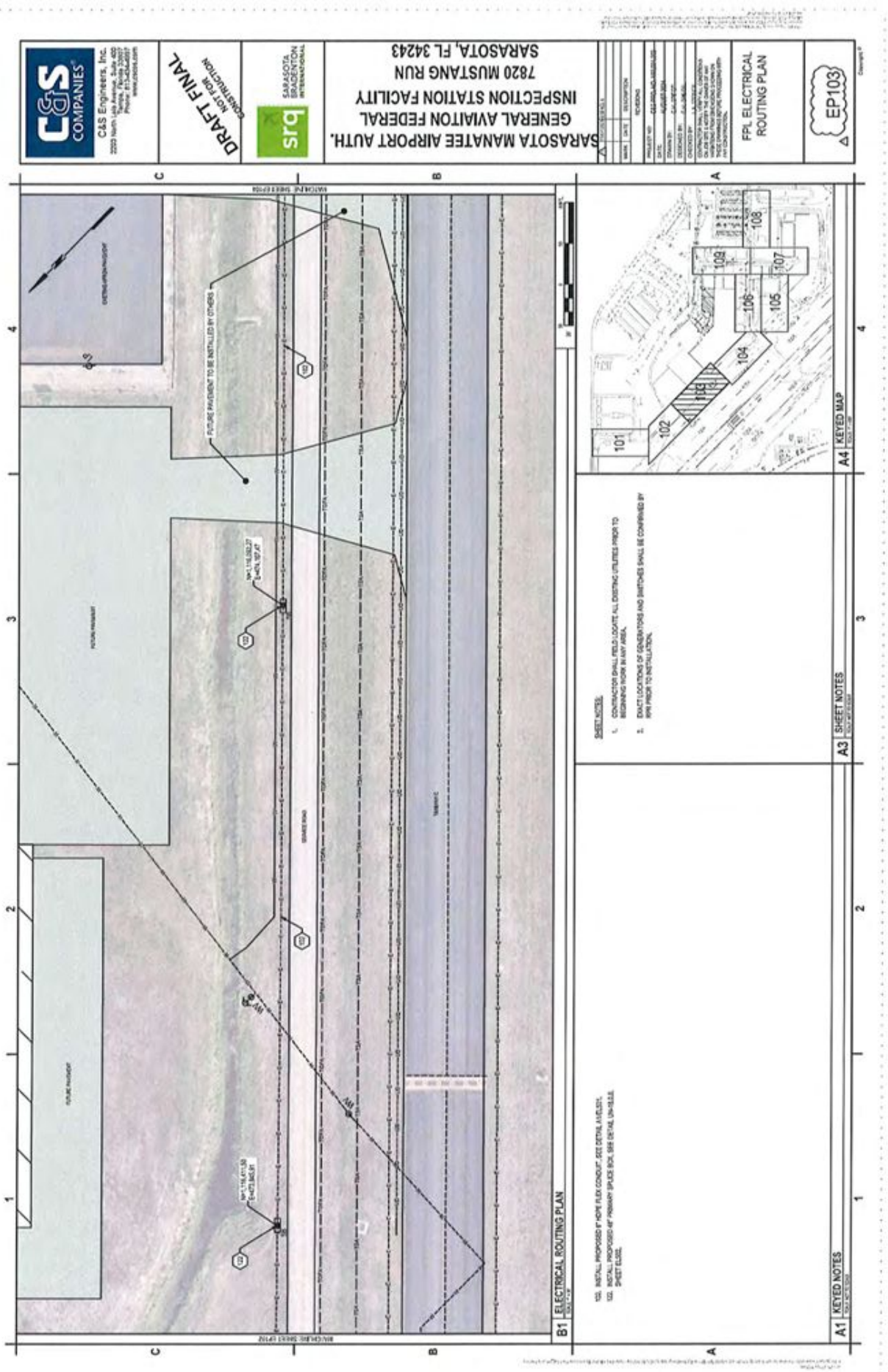
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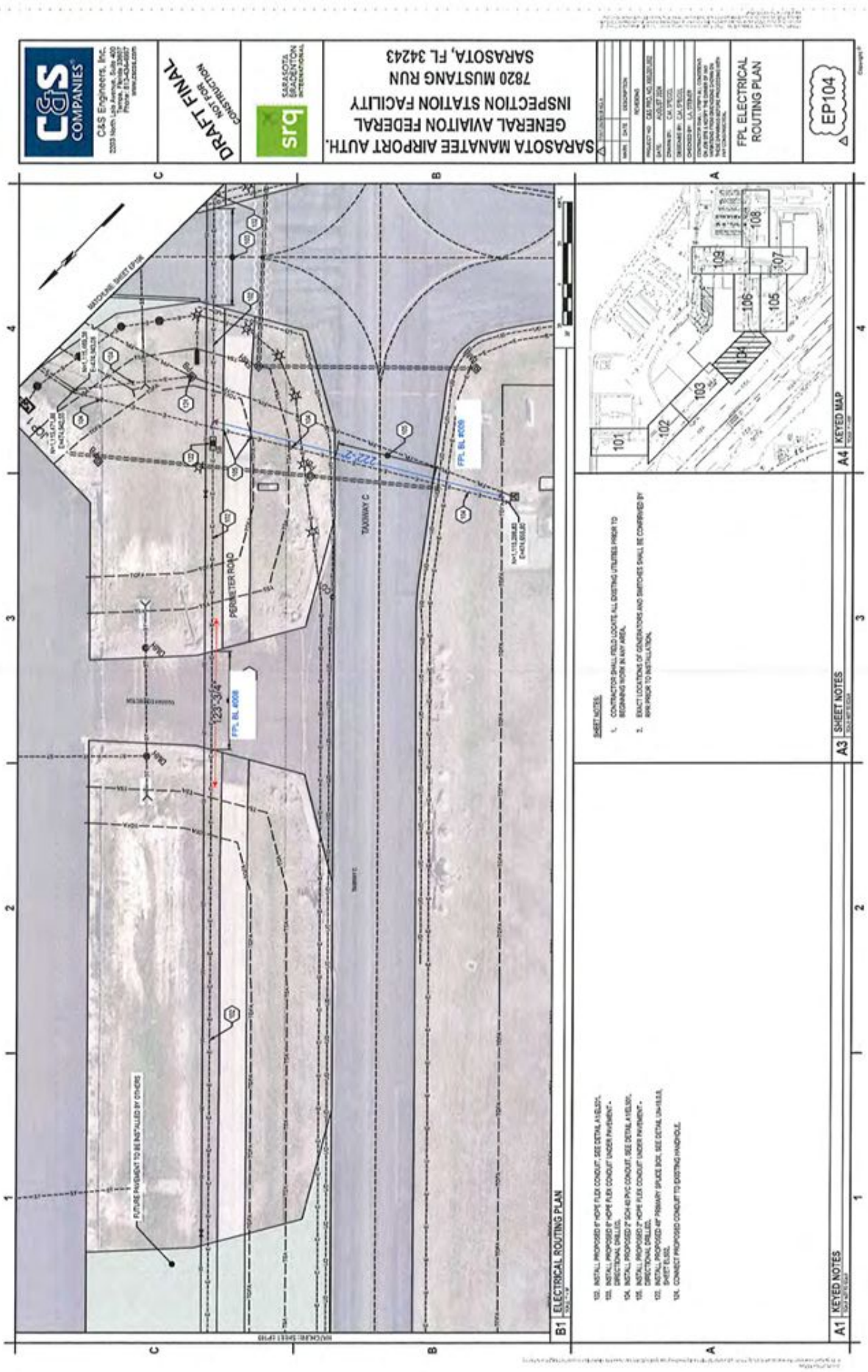
ROD #	EOP	DEPTH	ROD #	EOP	DEPTH	ROD #	EOP	DEPTH	ROD #	EOP	DEPTH
#1		4'	#21		10'	#41			#61		
#2		5'	#22		10'	#42			#62		
#3		6'	#23		10'	#43			#63		
#4		7'	#24		10'	#44			#64		
#5		8'	#25		10'	#45			#65		
#6		9'	#26		9'	#46			#66		
#7		10'	#27		8'	#47			#67		
#8		10'	#28		7'	#48			#68		
#9		10'	#29		6'	#49			#69		
#10		10'	#30		5'	#50			#70		
#11		10'	#31		4'	#51			#71		
#12		10'	#32			#52			#72		
#13		10'	#33			#53			#73		
#14		10'	#34			#54			#74		
#15		10'	#35			#55			#75		
#16		10'	#36			#56			#76		
#17		10'	#37			#57			#77		
#18		10'	#38			#58			#78		
#19		10'	#39			#59			#79		
#20		10	#40			#60			#80		

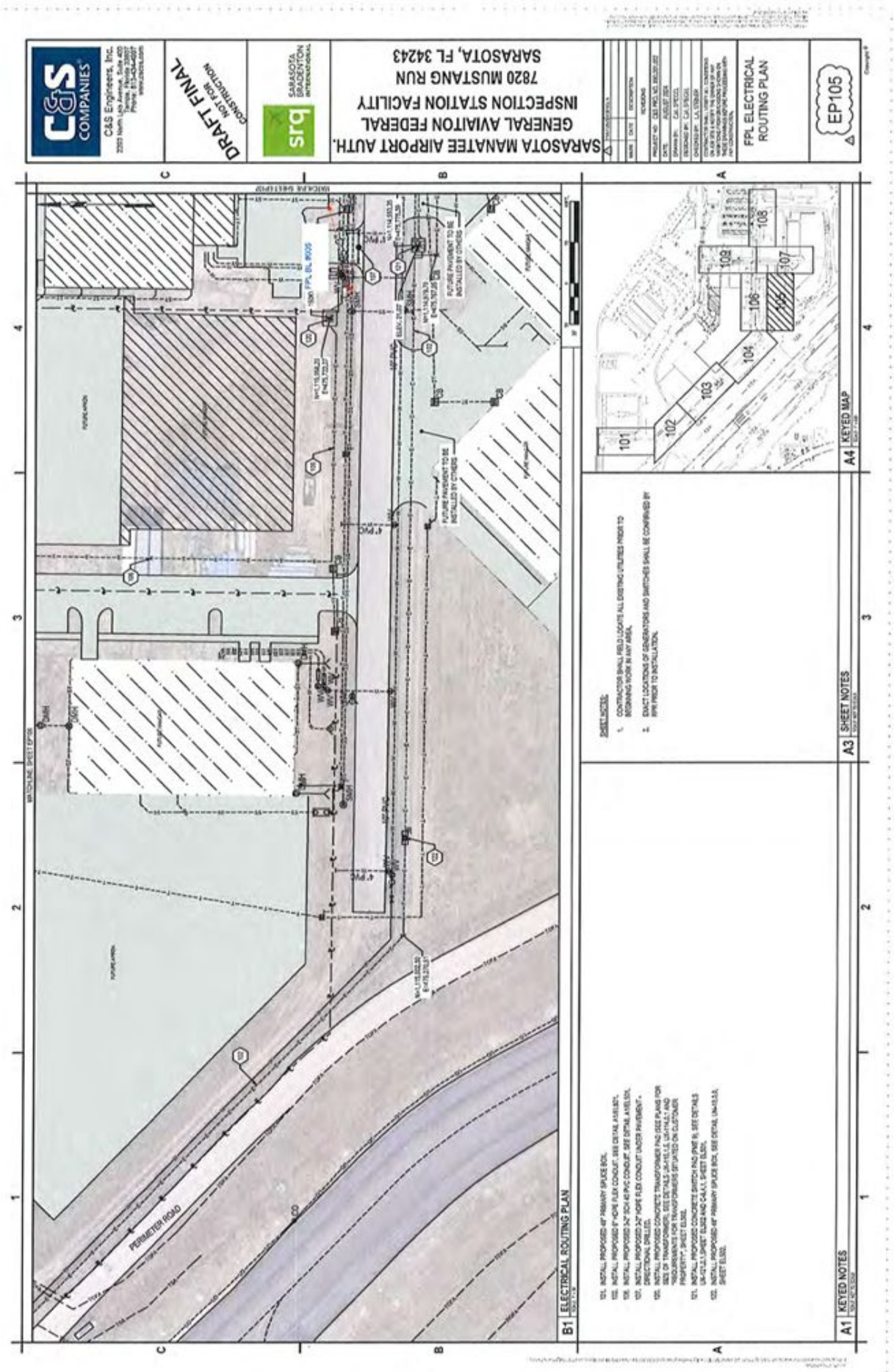

C&S COMPANIES
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NOT FOR CONSTRUCTION
srq
SARASOTA BRADENTON INTERNATIONAL
SARASOTA MANATEE AIRPORT AUTH.
GENERAL AVIATION FEDERAL
INSPECTION STATION FACILITY
7820 MUSTANG RUN
SARASOTA, FL 34243
FPL ELECTRICAL
ROUTING PLAN
KEYED MAP
EP100
C3 GENERAL NOTES
A1 ELECTRICAL ROUTING PLAN - OVERALL
101
102
103
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105
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107
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109

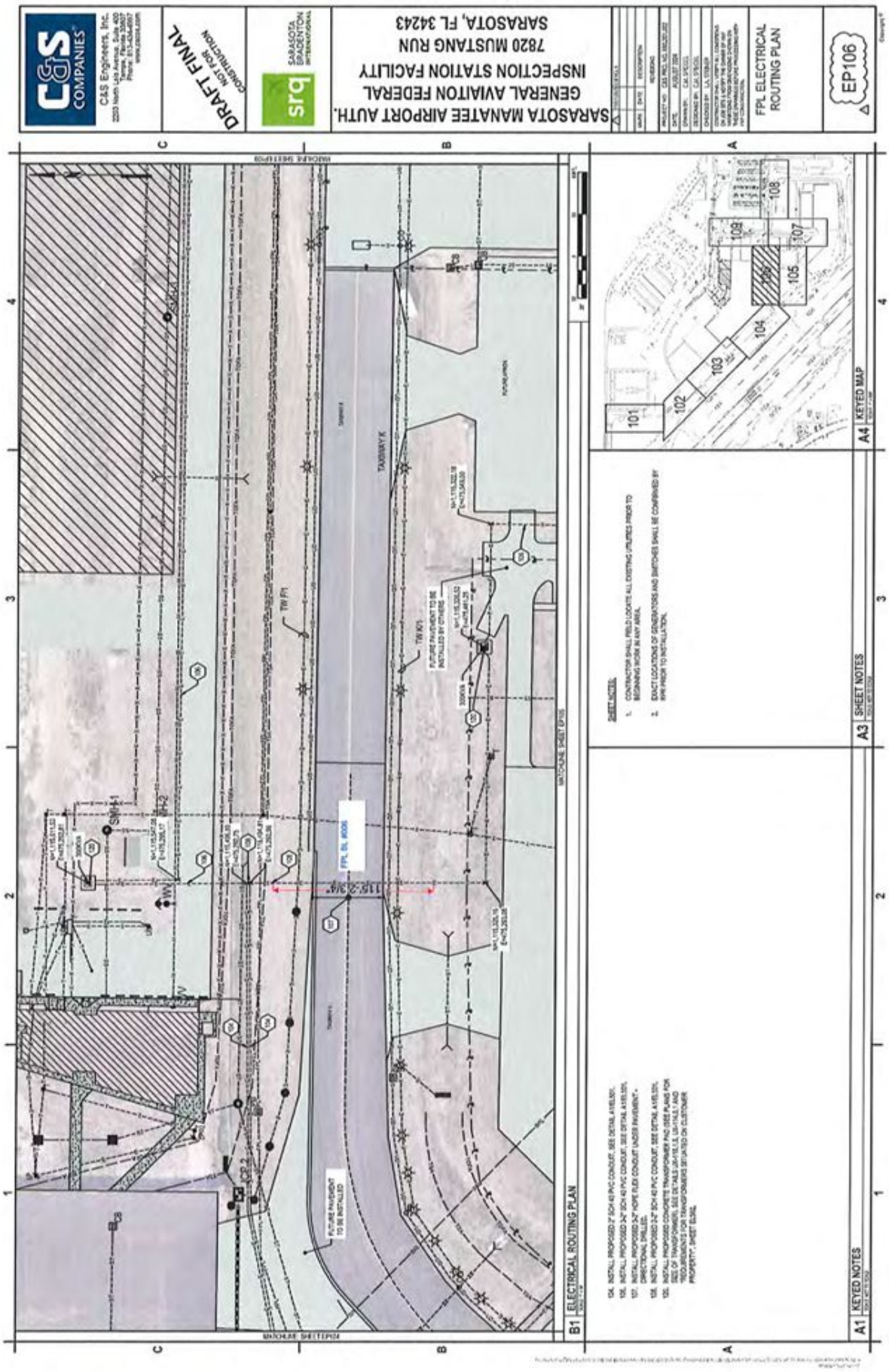

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7820 MUSTANG RUN
SARASOTA, FL 34243
FPL ELECTRICAL ROUTING PLAN
EP101
B1 ELECTRICAL ROUTING PLAN
A1 KEYED NOTES
A3 SHEET NOTES
A4 KEYED MAP
SHEET NOTES:
1. CONTRACTOR SHALL FIELD LOCATE ALL EXISTING UTILITIES PRIOR TO BEGINNING WORK IN ANY AREA.
2. EXACT LOCATIONS OF GENERATORS AND SWITCHES SHALL BE CONFIRMED BY FPL PRIOR TO INSTALLATION.
101. INSTALL PROPOSED 6" HDPE FUEL CONDUIT, SEE DETAIL A1/EL001.
102. INSTALL PROPOSED 6" HDPE FUEL CONDUIT UNDER PAVEMENT - DIRECTIONAL DRILLED.
EXISTING
PROPOSED
FPL R/W 80027
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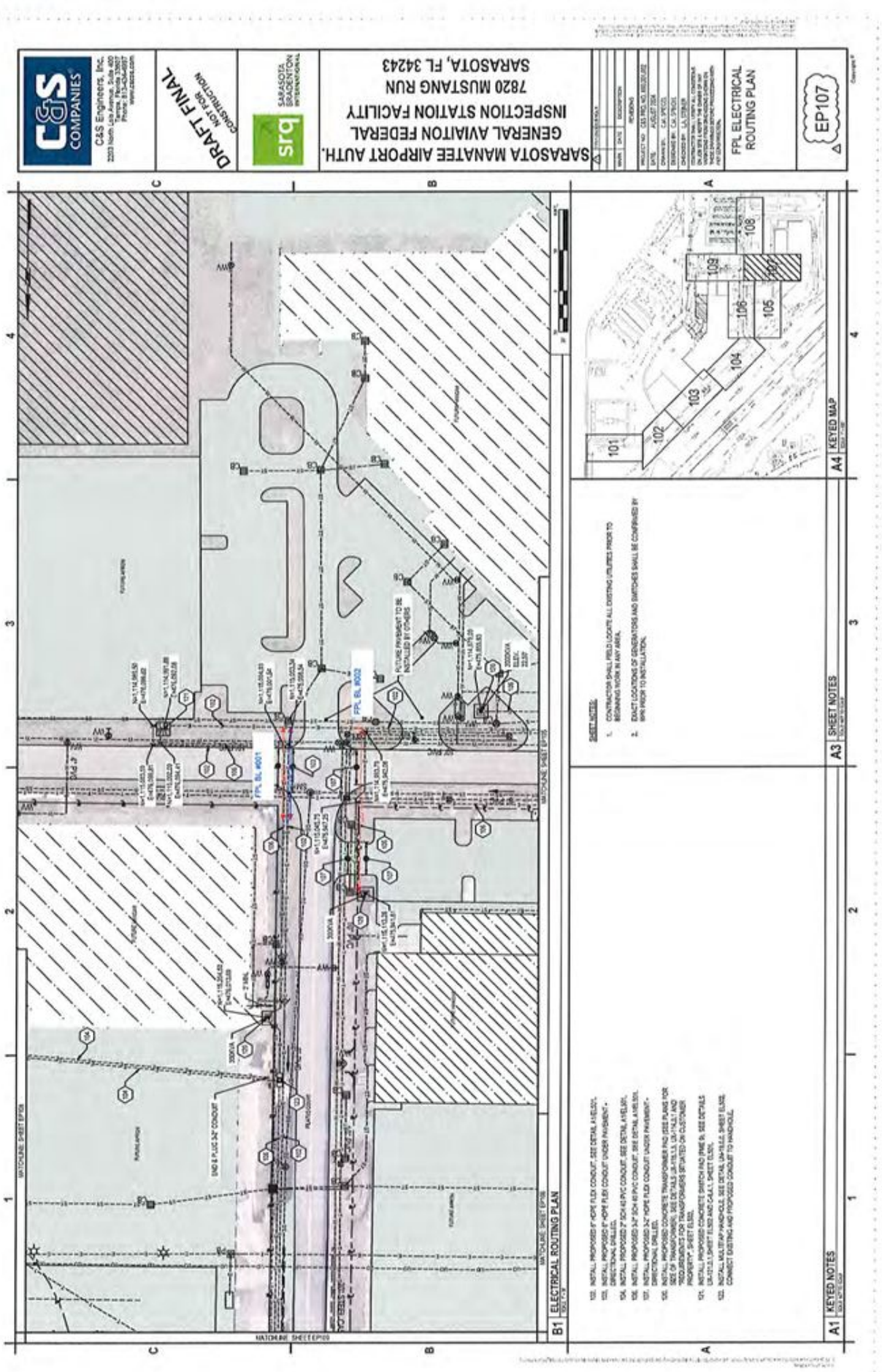

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SARASOTA, FL 34243
FPL ELECTRICAL ROUTING PLAN
EP102
B1 ELECTRICAL ROUTING PLAN
A1 KEYED NOTES
A3 SHEET NOTES
A4 KEYED MAP
MATCHLINE SHEET EP103
MATCHLINE SHEET EP101
SHEET NOTES
1. CONTRACTOR SHALL FIELD LOCATE ALL EXISTING UTILITIES PRIOR TO BEGINNING WORK IN ANY AREA.
2. EXACT LOCATIONS OF GENERATORS AND SWITCHES SHALL BE CONFIRMED BY APR PRIOR TO INSTALLATION.
101
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109
12" PVC
SHED ROAD
FPL EL #207

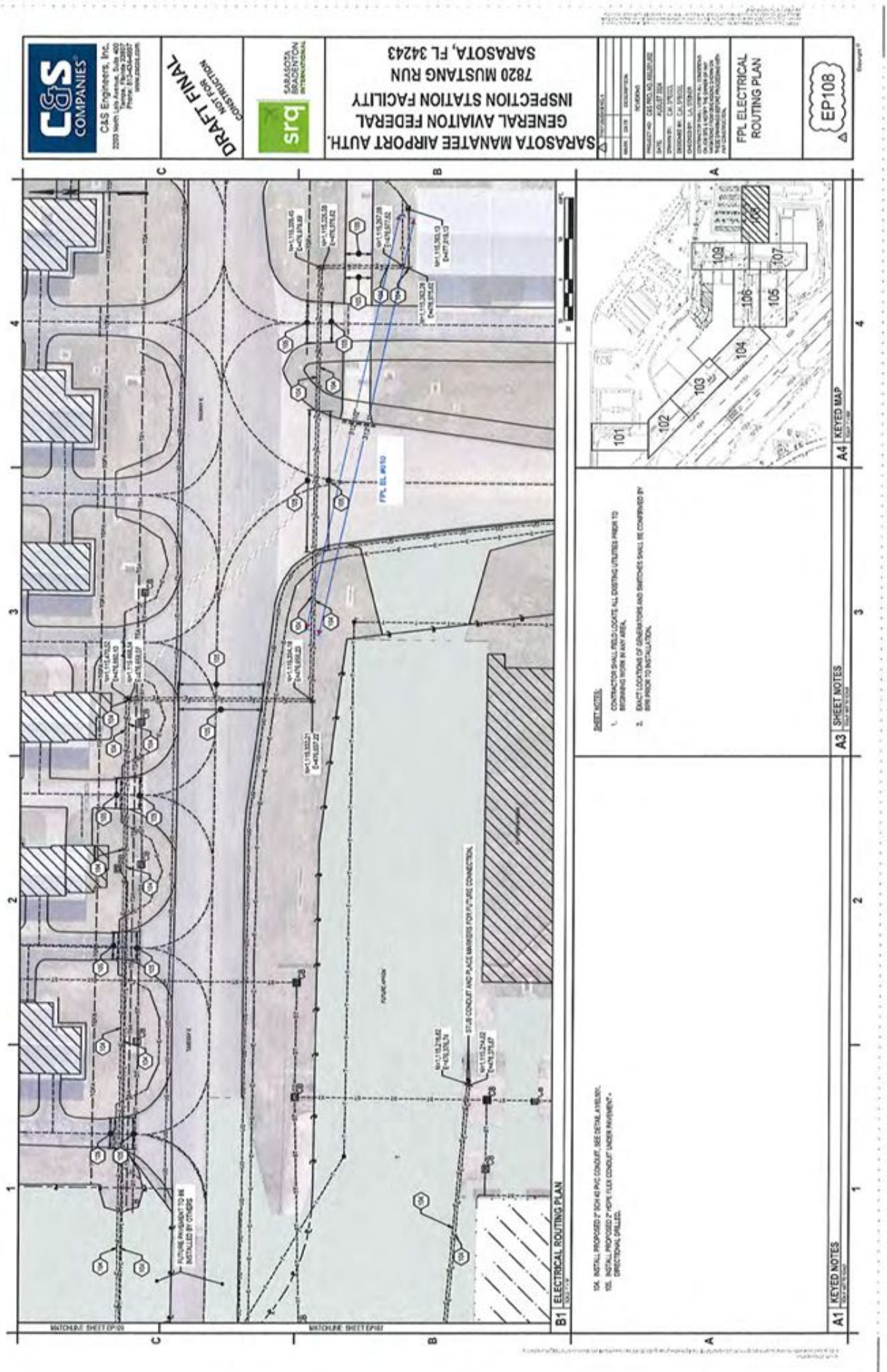

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SARASOTA MANATEE AIRPORT AUTH.
GENERAL AVIATION FEDERAL
INSPECTION STATION FACILITY
7820 MUSTANG RUN
SARASOTA, FL 34243
FPL ELECTRICAL ROUTING PLAN
EP103
B1 ELECTRICAL ROUTING PLAN
A1 KEYED NOTES
A3 SHEET NOTES
A4 KEYED MAP
FUTURE PAVEMENT
FUTURE PAVEMENT TO BE INSTALLED BY OTHERS
MATCHLINE SHEET EP104
MATCHLINE SHEET EP102
101
102
103
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107
108
109

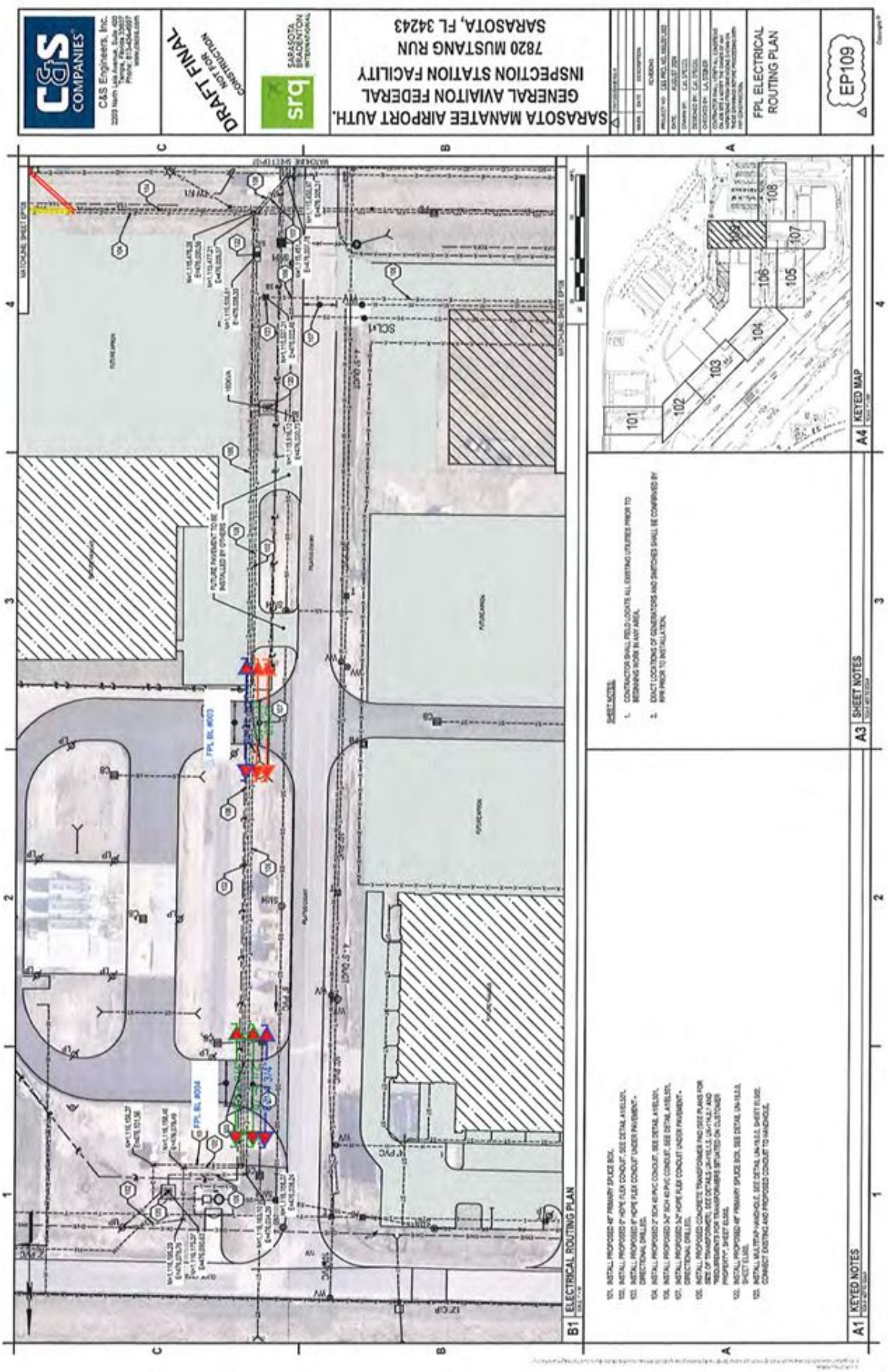

SARASOTA MANATEE AIRPORT AUTH.
GENERAL AVIATION FEDERAL
INSPECTION STATION FACILITY
7820 MUSTANG RUN
SARASOTA, FL 34243
FPL ELECTRICAL
ROUTING PLAN
EP104
DRAFT FINAL
NOT FOR CONSTRUCTION
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srq
SARASOTA BRADENTON INTERNATIONAL
B1 ELECTRICAL ROUTING PLAN
A1 KEYED NOTES
A3 SHEET NOTES
A4 KEYED MAP
PERIMETER ROAD
TAXIWAY C
FPL BL #008
FPL BL #009
FUTURE PAVEMENT TO BE INSTALLED BY OTHERS
MATCHLINE SHEET EP106
MATCHLINE SHEET EP105
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109

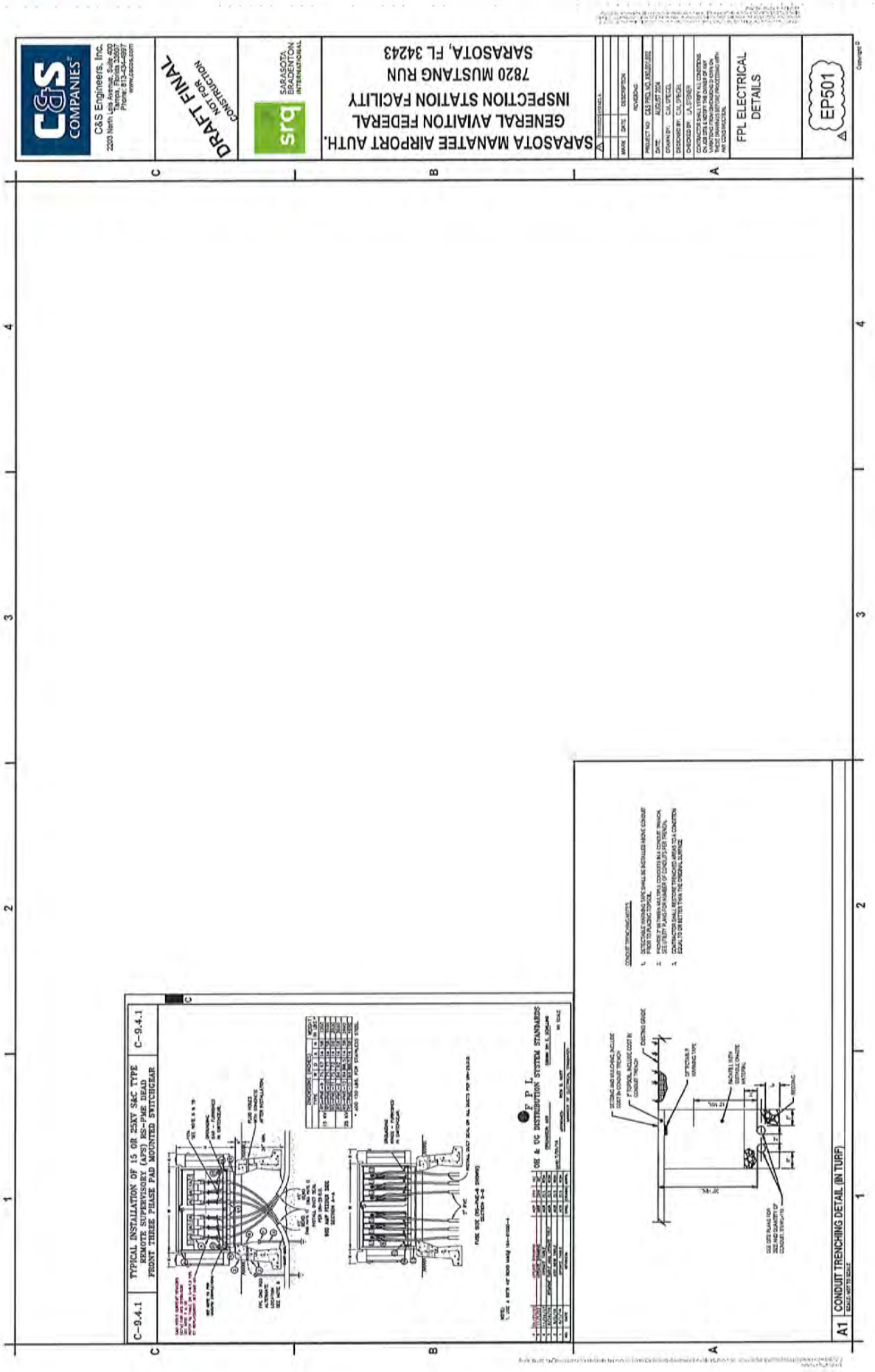

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GENERAL AVIATION FEDERAL
INSPECTION STATION FACILITY
7820 MUSTANG RUN
SARASOTA, FL 34243
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NOT FOR CONSTRUCTION
C&S COMPANIES
FPL ELECTRICAL ROUTING PLAN
EP105
B1 ELECTRICAL ROUTING PLAN
A1 KEYED NOTES
A3 SHEET NOTES
A4 KEYED MAP
PERIMETER ROAD

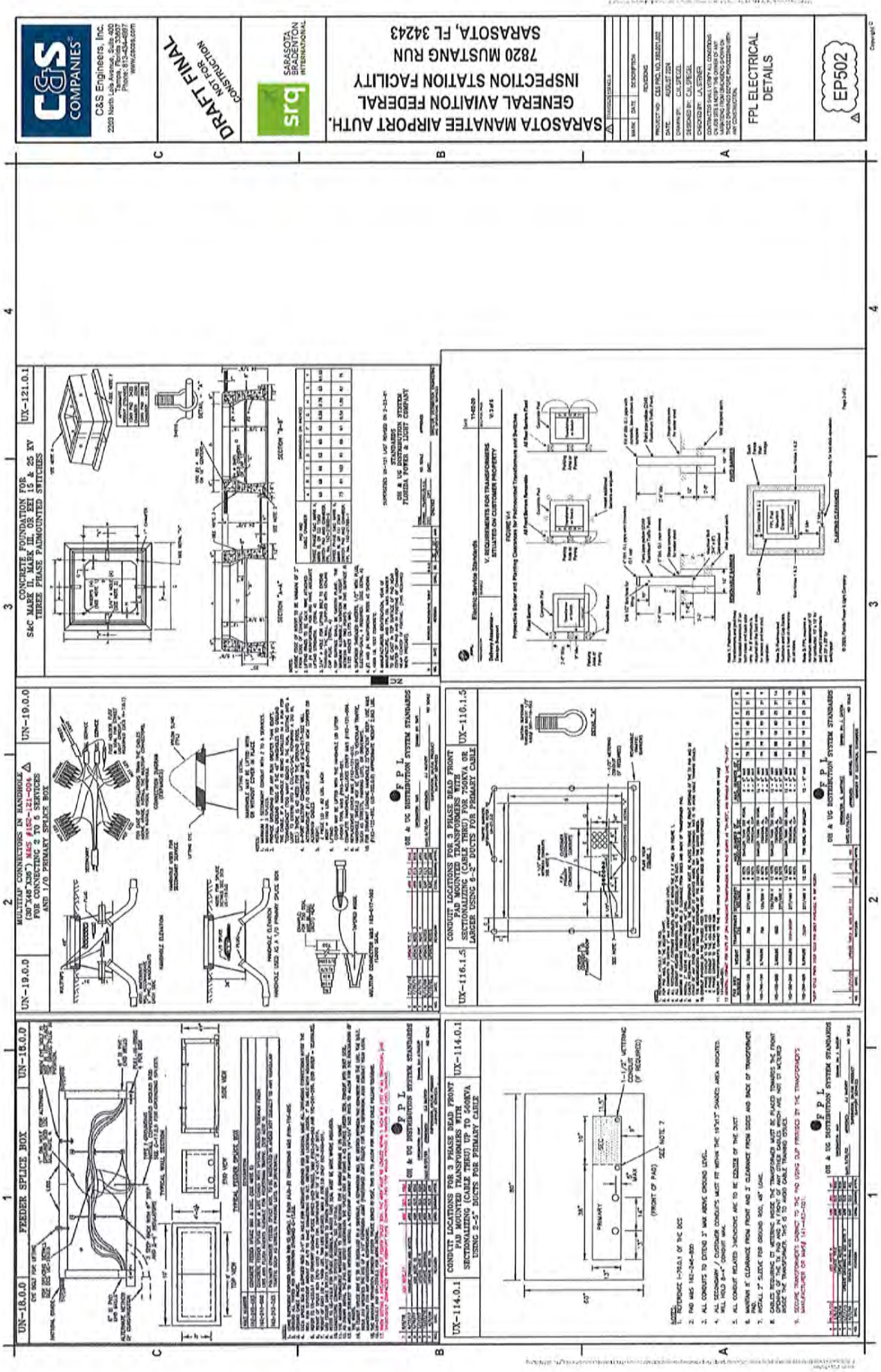

SARASOTA MANATEE AIRPORT AUTH.
GENERAL AVIATION FEDERAL
INSPECTION STATION FACILITY
7820 MUSTANG RUN
SARASOTA, FL 34243
FPL ELECTRICAL
ROUTING PLAN
EP106
DRAFT FINAL
NOT FOR CONSTRUCTION
C&S COMPANIES
B1 ELECTRICAL ROUTING PLAN
A1 KEYED NOTES
A3 SHEET NOTES
A4 KEYED MAP
FPL BL #006
TAXIWAY K
MATCHLINE SHEET EP105
MATCHLINE SHEET EP106

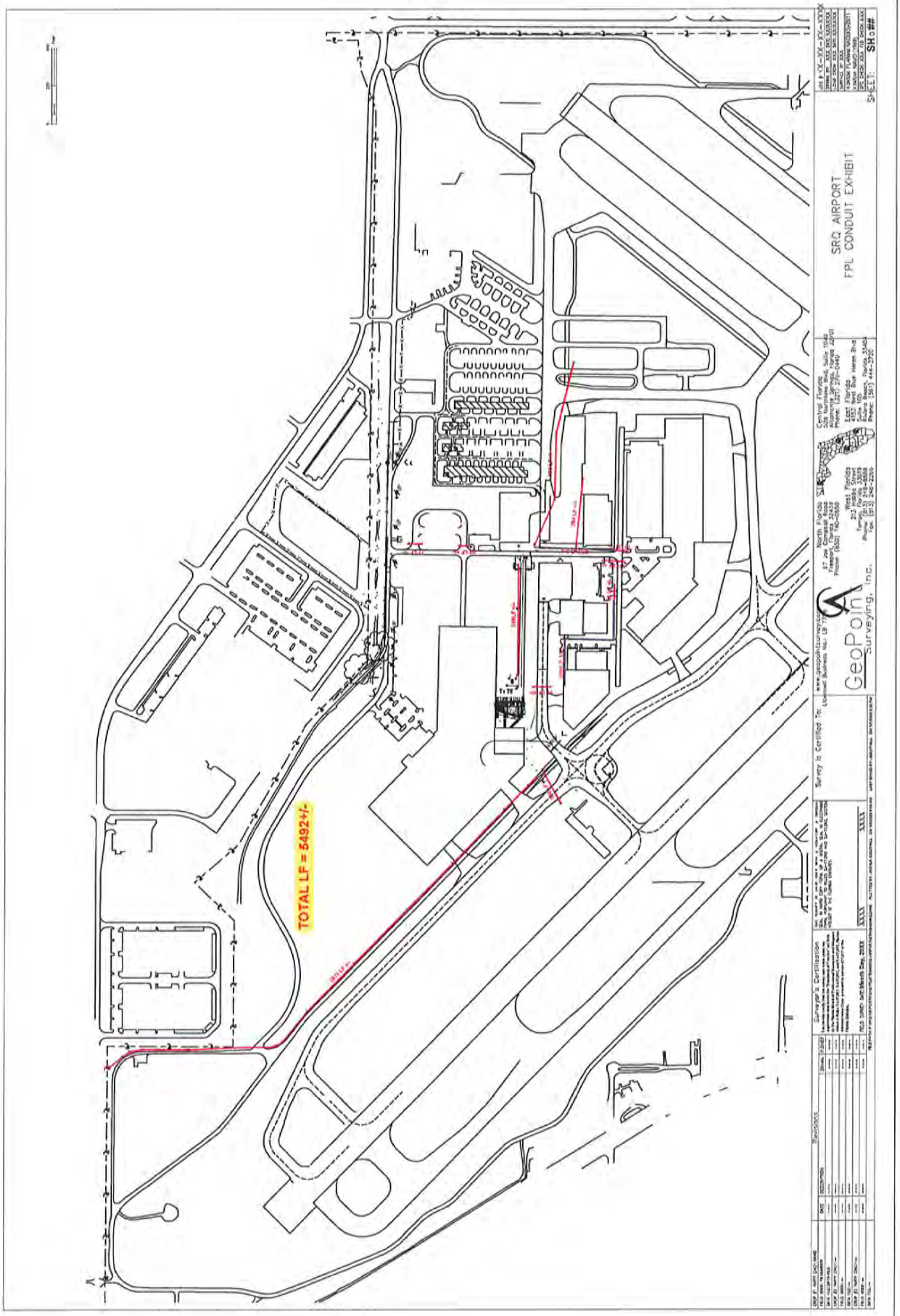

SARASOTA MANATEE AIRPORT AUTH.
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INSPECTION STATION FACILITY
7820 MUSTANG RUN
SARASOTA, FL 34243
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C&S COMPANIES
C&S Engineers, Inc.
FPL ELECTRICAL ROUTING PLAN
EP107
B1 ELECTRICAL ROUTING PLAN
A1 KEYED NOTES
A3 SHEET NOTES
A4 KEYED MAP
SHEET NOTES:
1. CONTRACTOR SHALL FIELD LOCATE ALL EXISTING UTILITIES PRIOR TO BEGINNING WORK IN ANY AREA.
2. EXACT LOCATIONS OF GENERATORS AND SWITCHES SHALL BE CONFIRMED BY FPL PRIOR TO INSTALLATION.
FPL BL #001
FPL BL #002
FUTURE PAVEMENT TO BE INSTALLED BY OTHERS
101
102
103
104
105
106
107
108
109


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INSPECTION STATION FACILITY
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C&S COMPANIES
FPL ELECTRICAL ROUTING PLAN
EP108
B1 ELECTRICAL ROUTING PLAN
A1 KEYED NOTES
A3 SHEET NOTES
A4 KEYED MAP
MATCHLINE SHEET EP109
MATCHLINE SHEET EP107


SARASOTA MANATEE AIRPORT AUTH.
GENERAL AVIATION FEDERAL
INSPECTION STATION FACILITY
7820 MUSTANG RUN
SARASOTA, FL 34243
DRAFT FINAL
NOT FOR CONSTRUCTION
C&S COMPANIES
C&S Engineers, Inc.
FPL ELECTRICAL ROUTING PLAN
EP109
ELECTRICAL ROUTING PLAN
KEYED NOTES
SHEET NOTES
KEYED MAP
CONTRACTOR SHALL FIELD LOCATE ALL EXISTING UTILITIES PRIOR TO BEGINNING WORK IN ANY AREA.
EXACT LOCATIONS OF GENERATORS AND SWITCHES SHALL BE CONFIRMED BY RPR PRIOR TO INSTALLATION.


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2203 North Lois Avenue, Suite 400
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GENERAL AVIATION FEDERAL
INSPECTION STATION FACILITY
7820 MUSTANG RUN
SARASOTA, FL 34243
FPL ELECTRICAL DETAILS
EP501
TYPICAL INSTALLATION OF 15 OR 25KV S&C TYPE REMOTE SUPERVISORY (APS) RS-PME DEAD FRONT THREE PHASE PAD MOUNTED SWITCHGEAR
C-9.4.1
OH & UG DISTRIBUTION SYSTEM STANDARDS
A1 CONDUIT TRENCHING DETAIL (IN TURF)


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GENERAL AVIATION FEDERAL
INSPECTION STATION FACILITY
7820 MUSTANG RUN
SARASOTA, FL 34243
FPL ELECTRICAL DETAILS
EP502
FEEDER SPLICE BOX
UX-18.0.0
UX-19.0.0
UX-121.0.1
UX-116.1.5
UX-114.0.1
UX-110.1.5
CONDUIT LOCATIONS FOR 3 PHASE DEAD FRONT PAD MOUNTED TRANSFORMERS WITH SECTIONALIZING (CABLE THRU) FOR 750KVA OR LARGER USING 6-2" DUCTS FOR PRIMARY CABLE
CONDUIT LOCATIONS FOR 3 PHASE DEAD FRONT PAD MOUNTED TRANSFORMERS WITH SECTIONALIZING (CABLE THRU) UP TO 500KVA USING 2-4" DUCTS FOR PRIMARY CABLE
FPL DIS & UG DISTRIBUTION SYSTEM STANDARDS


TOTAL LF = 5492+/-
SRQ AIRPORT
FPL CONDUIT EXHIBIT
GeoPoint Surveying, Inc.

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

CHANGE ORDER

Project Title:	General Aviation Federal Inspection Station	Date Prepared:	September 16,2026
Project Description:	Construction of a General Aviation Inspection facility located in the N. Quadrant	FAA AIP No.	N/A
		FDOT Fin. Proj No.	450535-1-94-01
Contractor:	Rycon Construction, Inc.	G.L. Acct. No.	18775-00-000
Address:	11215 Metro Parkway, Suite 2 Fort Myers, FL 33966	**Change Order #**	**06**

ORIGINAL CONTRACT AMOUNT:	$	9,174,174.75
AMOUNT OF PREVIOUS CHANGE ORDERS:	$	512,912.59
COST OF THIS CHANGE ORDER:	$	294,201.90
REVISED CONTRACT AMOUNT:	$	9,981,289.24

DESCRIPTION OF CHANGE	QTY	UNIT PRICE	TOTAL AMOUNT
Per attached detail:			
• PCO #18.1– Additional Scope for infrastructure and utility connectivity requirements	1 LS	$269,910.00	$269,910.00
Mobilization			$10,796.40
General Conditions			$13,495.50
Change Order #6 Total:			**$294,201.90**

Reason for Change Order: Owner requested changes due to infrastructure and utility connectivity requirements.

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.	X	Not changed.
X	Increased		Increased/Decreased

The foregoing is in accordance with your contract dated December 11, 2024 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:		President, CEO, SMAA	
Contractor:		Rycon Construction, Inc.	9/17/2026
Engineer of Record:		C&S Companies	9/17/2026
FAA: (if applicable)	N/A		
FDOT (if applicable)			

DISTRIBUTION: Original For Each Signatory Party CC: SMAA Finance, SMAA Project File

RYCON Construction
Employee-Owned Client-Driven

PCO #18

Rycon Construction Inc.
11215 Metro Pwky Suite 2
Fort Myers, Florida 33966
Phone: +12393652100

Project: 5449 - SRQ GENERAL AVIATION FEDERAL INSPECTION STATION
7820 Pilatus Court
SARASOTA, Florida 34243

Prime Contract Potential Change Order #18: PCO#18.1 - ESI #1 - Unit Price Only

TO:	SARASOTA BRADENTON INTERNATIONAL 600 AIRPORT CIRCLE SARASOTA, Florida 34243	**FROM:**	Rycon Construction, Inc. (FTM) 11215 Metro Parkway Suite 2 Fort Myers, Florida 33966
PCO NUMBER/REVISION:	18 / 1	**CONTRACT:**	1 - Projected Budget
REQUEST RECEIVED FROM:		**CREATED BY:**	Xaina McLearen **(Rycon Construction, Inc. (FTM))**
STATUS:	Pending - In Review	**CREATED DATE:**	7/17/2026
REFERENCE:		**PRIME CONTRACT CHANGE ORDER:**	None
FIELD CHANGE:	No		
LOCATION:		**ACCOUNTING METHOD:**	Amount Based
SCHEDULE IMPACT:		**PAID IN FULL:**	No
EXECUTED:	No	**SIGNED CHANGE ORDER RECEIVED DATE:**	
PRICING VALID UNTIL:		**TOTAL AMOUNT:**	$294,201.90

POTENTIAL CHANGE ORDER TITLE: PCO#18.1 - ESI #1 - Unit Price Only

CHANGE REASON: Added Scope

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
PCO#18.0 - ESI #1 - Unit Price Only
This Change Order incorporates the **Unit Price** modifications associated with Engineer's Supplemental Instructions (ESI No. 1). These revisions result from County Site Plan review comments, security and fiber routing updates, and associated civil, utility, electrical, and architectural coordination. The corresponding **Lump Sum** modifications have been excluded from this Change Order and are being addressed under a separate proposal.
This Change Order reflects only those items compensable under the Contract's Unit Price provisions and is intended to reconcile quantities and scope revisions resulting from ESI No. 1.

Rycon Construction reserves the right to seek time extensions or schedule adjustments related to this change order, including the recovery of any extended general conditions associated with such time extensions. This reservation is without prejudice to any other rights or remedies. Any alterations, amendments, or modifications made to this document after its formal submission shall be null, void, and unenforceable, with no binding effect on the parties

Any alterations, amendments, or modifications made to this document after its formal submission shall be null, void, and unenforceable, with no binding effects on the parties.

ATTACHMENTS:
ESI No. 1.pdf

#	Budget Code	Description	Amount
1		Removal of Drainage Structure (Increase 1, P-101-5.2)	$1,500.00
2		NEW ITEM: Removal of 36 In. Dia RCP (25 LF Increase, P-101-5.5)	$8,875.00
3		NEW ITEM: Removal of Communications Pull Box (P101-5.6, Increase 1)	$355.00
4		NEW ITEM: 42" DIA RCP Class III (Increase 25, D-701-5.7)	$13,125.00
5		NEW ITEM: 8" Perforated PVC underdrain with Filter Fabric (Increase 60, D-701-5.8)	$4,380.00
6		Ditch Bottom Inlet, FDOT Type G (Removal of 2, D-751-5.3)	$(25,000.00)

RYCON Construction
Employee-Owned. Client-Driven.

PCO #18

#	Budget Code	Description	Amount
7		Cleanouts (Add 1, D-751-5.8)	$1,100.00
8		NEW ITEM: 42" RCP FDOT Mitered End Section	$10,450.00
9		NEW ITEM: Ditch Bottom Inlet, FDOT Type C J-Bottom (Increase 1, D-701-5.10)	$28,000.00
10		1-2-INCH DIA. PVC CONDUIT (INSTALLATION ONLY, Increase 135 LF, L-110-5.3)	$2,295.00
11		2-2-INCH DIA. PVC CONDUIT (Removal 1150LF, L-110-5.5)	$(63,250.00)
12		2-2" DIA PVC Conduit (Removal 1700LF, L-110-5.8)	$(110,500.00)
13		NEW ITEM: 4-4" DIA PVC Conduit (Increase 1575 LF, L-110-5.9)	$133,875.00
14		2-4-INCH DIA. HDPE CONDUIT IN PAVEMENT, DIRECTIONAL DIRLLED (Increase 575 LF, L-113-6.1)	$60,375.00
15		2-2-INCH DIA. HDPE CONDUIT IN PAVEMENT, DIRECTIONAL DRILLED (Deduct 100 LF, L-113-6.2)	$(9,000.00)
16		NEW ITEM: 4-4-INCH DIA. HDPE CONDUIT IN PAVEMENT, DIRECTIONAL DIRLLED (Increase 200 LF, L-110-6.3)	$29,000.00
17		Fiber Optic Pullbox (Decrease 3, L-115-5.2)	$(4,500.00)
18		Fiber Optic Cable (Increase 7500LF, 27 13 23)	$112,500.00
19		Painted Pavement Marking (Increase 36 SF, FDOT-710-1)	$1,980.00
20	00-01531.M Temporary Fence.Materials	Install & Remove Silt Fence (120 LF Increase, c-102-5.1A)	$600.00
21		INSTALLATION AND REMOVAL OF COMPOST FILTER SOCK (Increase 1475 C-102.5.1C)	$73,750.00
22		Mobilization 4%	$10,796.40
23		General Conditions 5%	$13,495.50
		Grand Total:	**$294,201.90**

SARASOTA BRADENTON INTERNATIONAL
600 AIRPORT CIRCLE
SARASOTA, Florida 34243

Rycon Construction, Inc. (FTM)
11215 Metro Parkway Suite 2
Fort Myers, Florida 33966

SIGNATURE **DATE**

SIGNATURE **DATE**

SIGNATURE **DATE**

Sarasota Bradenton International Airport
SRQ GA FIS Facility

BIDDERS ARE REQUIRED TO COMPLETE ALL FIELDS SHADED.
ALL OTHER FIELDS WILL BE AUTOMATICALLY CALCULATED.
AN EXCEL FILE WILL BE PROVIDED AND THESE SHEETS CAN BE FILLED OUT IN EXCEL OR HARD COPY.
ONLY HARD COPIES SHALL BE RETURNED WITH YOUR PROPOSAL.

ITEM NO	SPEC	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL	ESI 01 QUANTITY	ESI 01 UNITS	ESI 01 UNIT PRICE	ESI 01 TOTAL
		SITE / CIVIL								
2	C-102-5.1a	INSTALLATION AND REMOVAL OF SILT FENCE	1,210.00	LF	$5.00	$6,050.00	120.00	LF	$5.00	$600.00
4	C-102-5.1c	INSTALLATION AND REMOVAL OF COMPOST FILTER SOCK	25.00	LF	$50.00	$1,250.00	1,475.00	LF	$50.00	$73,750.00
8	P-101-5.2	REMOVAL OF DRAINAGE STRUCTURE	5.00	EA	$1,500.00	$7,500.00	1.00	EA	$1,500.00	$1,500.00
11	P-101-5.5	REMOVAL OF 36-INCH DIA. RCP	0.00	EA		NEW ITEM	25.00	LF	$355.00	$8,875.00
12	P-101-5.6	REMOVAL OF COMMUNICATIONS PULLBOX	0.00	EA		NEW ITEM	1.00	EA	$355.00	$355.00
31	D-701-5.7	42-INCH DIA. RCP, CLASS III (NOTE - 44" RCP DOES NOT EXIST)	0.00	EA		NEW ITEM	25.00	LF	$525.00	$13,125.00
32	D-701-5.8	8-INCH PERFORATED PVC UNDERDRAINWITH FILTER FABRIC	0.00	EA		NEW ITEM	60.00	LF	$73.00	$4,380.00
36	D-751-5.3	DITCH BOTTOM INLET, FDOT TYPE G	2.00	EA	$12,500.00	$25,000.00	-2.00	EA	$12,500.00	-$25,000.00
41	D-751-5.8	CLEANOUTS	2.00	EA	$1,100.00	$2,200.00	1.00	EA	$1,100.00	$1,100.00
40	D-701-5.9	42-INCH RCP FDOT MITERED END SECTION	0.00	EA		NEW ITEM	1.00	LF	$10,450.00	$10,450.00
41	D-701-5.10	DITCH BOTTOM INLET,FDOT TYPE C, J-BOTTOM	0.00	EA		NEW ITEM	2.00	EA	$14,000.00	$28,000.00
47	L-110-5.3	1-2-INCH DIA. PVC CONDUIT (INSTALLATION ONLY)	315.00	LF	$17.00	$5,355.00	135.00	LF	$17.00	$2,295.00
49	L-110-5.5	2-2-INCH DIA. PVC CONDUIT	1,150.00	LF	$55.00	$63,250.00	-1,150.00	LF	$55.00	-$63,250.00
52	L-110-5.8	2-4-INCH DIA. PVC CONDUIT	3,000.00	LF	$65.00	$195,000.00	-1,700.00	LF	$65.00	-$110,500.00
53	L-110-5.9	4-4-INCH DIA. PVC CONDUIT	0.00	EA		NEW ITEM	1,575.00	LF	$85.00	$133,875.00
53	L-113-6.1	2-4-INCH DIA. HDPE CONDUIT IN PAVEMENT, DIRECTIONAL DIRLLED	1,925.00	LF	$105.00	$202,125.00	575.00	LF	$105.00	$60,375.00

54	L-113-6.2	2-2-INCH DIA. HDPE CONDUIT IN PAVEMENT, DIRECTIONAL DRILLED	100.00	LF	$90.00	$9,000.00	-100.00	LF	$90.00	-$9,000.00
55	L-110-6.3	4-4-INCH DIA. HDPE CONDUIT IN PAVEMENT, DIRECTIONAL DIRLLED	0.00	EA		NEW ITEM	200.00	LF	$145.00	$29,000.00
56	L-115-5.2	FIBER OPTIC PULLBOX	11.00	EA	$1,500.00	$16,500.00	-3.00	EA	$1,500.00	-$4,500.00
73	27 13 23	FIBER OPTIC CABLE	18,400.00	LF	$15.00	$276,000.00	7,500.00	LF	$15.00	$112,500.00
86	FDOT-710-1	PAINTED PAVEMENT MARKINGS	400.00	SF	$55.00	$22,000.00	36.00	SF	$55.00	$1,980.00
					TOTAL CONTRACT - SITE / CIVIL	$3,323,575.00	TOTAL ESI 01 -SITE/CIVIL			$269,910.00
87		MOBILIZATION	(4% MAX)	LS	$132,943.00	**$132,943.00**	(4% MAX)	LS	$10,796.40	**$10,796.40**
88		GENERAL CONDITIONS	(5% MAX)	LS	$166,178.75	**$166,178.75**	(5% MAX)	LS	$13,495.50	**$13,495.50**
									Unit Price Total:	**$294,201.90**

SARASOTA MANATEE AIRPORT AUTHORITY
NOVEMBER 17, 2026, REGULAR MEETING
STAFF NARRATIVE

REQUEST TO APPROVE
AMENDMENT TO BUILDING LEASE AGREEMENT WITH DAVINCI INFLIGHT TRAINING INSTITUTE, INC.

EXECUTIVE SUMMARY: Request for approval of an amendment to the Building Lease Agreement with DaVinci Inflight Training Institute, Inc., dated September 29, 2025.

NARRATIVE: DaVinci Inflight Training Institute, Inc. ("DaVinci") provides online and on-site aviation education and training at its existing facility in Ft. Lauderdale. DaVinci offers a suite of training programs for entry-level and advanced general aviation corporate and commercial professionals, including hands-on training platforms for CFR 91/135/125 cabin safety procedures, AED, and CPR medical first aid, catering, and culinary services, through classroom lectures, presentations, videos, and hands-on interactive drills.

On January 30, 2023, the Sarasota Manatee Airport Authority (the "Authority") approved a long-term Lease, Development and Operating Agreement with DaVinci Inflight Training Institute ("DaVinci") for the development of 1.166 acres of undeveloped land located east of U.S. Highway 41, immediately south of Braden Avenue, that was to include approximately 15,000 square feet of classroom, laboratory, and office space development (the "Development Agreement"). On March 31, 2025, due to delays attributable to the design, permitting, and construction of the Improvements outside DaVinci's control, the Authority approved Amendment No. 1 to the Development Agreement to extend the Commencement Date of the Agreement from 24 months to not to exceed 42 months, through July 31, 2026. And, on September 29, 2025, the Authority approved the termination of the Development Agreement and, in lieu thereof, awarded a Building Lease to DaVinci for the use and occupancy of approximately 15,000 square feet of existing conditioned space in the UniPak Building, located at 8323 Lindbergh Court (the "Building Lease").

Subsequently, DaVinci has requested an amendment to the Building Lease. The proposed amendment includes approximately 15,000 square feet of original warehouse, office space, and support space, under an initial 15-year term and one 10-year renewal term, with a tenant investment requirement of $2.5 million during the first year of the initial term, supported in part by a one-time tenant allowance of $703,065 for improvements to be constructed on behalf of the Authority. Additional terms and conditions of the proposed Amendment are outlined as follows:

1. Extend the Commencement Date of the Agreement from approximately March 26, 2026, to November 17, 2026;
2. Increase the Initial Building Rent for Years 2-3 from $10.00 per square foot to $10.60 per square foot, or approximately $161,162.40 per year,
3. Increase the Initial Building Rent for Years 4-5 from $12.00 per square foot to $ 12.70 per square foot, or approximately $193,394.88 per year, subject to fair market value appraisal adjustments thereafter beginning at Year 6, and periodic CPI adjustments beginning in Year 8.
4. Increase the tenant allowance from $485,000 to $703,065 for construction of capital improvements on behalf of the Authority including, but not limited to, a demising wall, additional restrooms, and related improvements required to accommodate the existing adjoining tenant, subject to the review and approval of all invoices by the Authority.
5. All other terms, covenants, and conditions of the Building Lease are to remain unchanged and in full force and effect (collectively, the "Amendment").

DaVinci faced prior funding challenges that prohibited it from fulfilling its earlier commitments to the Authority. However, DaVinci has recently provided staff verifiable evidence of new financial resources sufficient to perform the terms and conditions of the proposed Amendment. To that end, DaVinci has advanced the design of the proposed premises improvements, which will include a multi-discipline training center, a future culinary and catering facility, relocation of cabin training facilities, and other development initiatives aimed at creating aviation career pathways in partnership with local educational institutions.

Based on the Authority's desire to expand local access to aeronautical education and services at the Airport and DaVinci's recently verified financial resources required to execute the terms and conditions of the Building Lease, including a $2.5 million investment requirement, the President, Chief Executive Officer, recommends the Authority Board approve the proposed Amendment to the Building Lease with DaVinci, subject to all terms, covenants, and conditions presented.

RECOMMENDATION: It is hereby recommended that the Sarasota Manatee Airport Authority Board approve the proposed Amendment to the Building Lease with Davinci Inflight Training Institute, Inc., dated September 29, 2025, for the use, occupancy, and development of approximately 15,000 feet of warehouse, office, and support space located at 8323 Lindbergh Ct, Sarasota, FL, with an initial 15-year term and one 10-year renewal term, subject to a $2.5 million investment requirement during the first year of the initial term, including a tenant allowance in an amount not to exceed $703,065 for improvements to be made on behalf of the Authority, and the rental rates, terms, covenants and conditions presented, and authorize the President, Chief Executive Officer, to execute the appropriate Amendment.

ATTACHMENTS: Amendment No. 1 to Building Lease Agreement between Sarasota Manatee Airport Authority and DaVinci Flight Training Institute, Inc., dated November 17, 2026.



SARASOTA
BRADENTON
INTERNATIONAL

AMENDMENT NO. 1

TO

BUILDING LEASE AGREEMENT

BETWEEN

SARASOTA MANATEE AIRPORT AUTHORITY

AND

DAVINCI INFLIGHT TRAINING INSTITUTE, INC.

AMENDMENT NO. 1
TO
BUILDING LEASE AGREEMENT
BETWEEN
SARASOTA MANATEE AIRPORT AUTHORITY
AND
DAVINCI INFLIGHT TRAINING INSTITUTE, INC.

This Amendment No. 1 ("Amendment") to the Building Lease Agreement dated September 29, 2025 (the "Lease"), is made and entered into by and between the **SARASOTA MANATEE AIRPORT AUTHORITY**, an Independent Special District, existing under the laws of the State of Florida (the "Authority"), and **DAVINCI IN FLIGHT TRAINING INSTITUTE, INC.**, a Florida Profit Corporation, existing under the laws of the State of Florida (the "Lessee"), collectively the "Parties".

WITNESSETH:

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

WHEREAS, the Authority is permitted to lease land and facilities at the Airport pursuant to the Florida Statutes for Aeronautical Use; and

WHEREAS, the Authority and Lessee are Parties to that certain Building Lease Agreement dated September 29, 2025, for the use and occupancy of approximately Fifteen Thousand, Two Hundred and Four (15,204) square feet of conditioned space in an existing facility on Authority-owned lands adjacent to the Airport (the "Premises") for Lessee's operation of an aviation in-flight training program, with an initial fifteen (15) year term and one (1) ten (10) year renewal term (the "Lease"); and

WHEREAS, the Parties desire to amend the Lease to (i) extend the Effective Date of the Lease from September 29, 2025 to December 1, 2026; (ii) revise the Building Rent and the rental rate schedule as outline in Exhibit D - Revised, dated November 17, 2026, attached hereto and incorporated in its entirety; (iii) provide for fair market appraisals and Consumer Price Index adjustments to the rental rate during the initial Term and any renewal term; (iv) increase the Tenant Allowance from $485,000 to $703,065; and (v) establish a minimum capital investment by Lessee of $2.5 million during the first year of the Lease.

NOW THEREFORE, for and in consideration of the foregoing and of the mutual covenants contained herein, the Parties do hereby enter this Amendment and agree as follows:

1. **Article 3.01, Term,** is hereby deleted in its entirety and replaced with the following:

3.01 Initial Term. The Initial Term of this Agreement shall commence on December 1, 2026 (the "Commencement Date") and shall continue uninterrupted thereafter for a period of fifteen (15) years, expiring on November 30, 2041 (the "Initial Term"), unless sooner terminated pursuant to this Agreement or as may be extended pursuant to Article 3.02 herein. As used herein, the term "Agreement Year" shall have the meaning outlined in Article 2.04

2. **Article 5.01, Waived Rent,** is hereby deleted in its entirety and replaced with the following:

5.01 Waived Rent. As an inducement for Lessee to lease the Premises and to construct the Improvements, the Authority hereby grants to Lessee a waiver of Building Rent for the Premises for the First (1st) Agreement Year, being twelve (12) consecutive months immediately following the Commencement Date and expiring November 30, 2027 (the "Waived Rent"), subject to Lessee's compliance with all terms, covenants and conditions of this Agreement.

Lessee understands and agrees that beginning on December 1, 2027, being the first day of the Second (2nd) Agreement Year, Building Rent for the Premises shall be due and payable thereafter by Lessee to the Authority in accordance with Articles 5.02 and 5.03 herein. Lessee further understands and agrees that the 1st Agreement Year shall be included in determining the Adjustment of the Rental Rates required by Articles 5.07 and 5.08 below, and that the Waived Rent shall in no way delay, defer or otherwise extend

the Adjustment of the Rental Rates provided therein

3. **Article 5.02, Rental Rate,** is hereby deleted in its entirety and replaced with the following:

5.02 Rental Rate. Beginning on the first (1st) day of the Second (2nd) Agreement Year immediately following the Commencement Date or December 1, 2027, and continuing uninterrupted thereafter for a period of two (2) consecutive Agreement Years thereafter (Agreement Years 2 and 3), Lessee shall pay Building Rent to the Authority at an annual Rental Rate of Ten and 60/100 Dollars ($10.60) per square foot per annum (the "Rental Rate"). Thereafter, beginning on the first (1st) day of the fourth (4th) Agreement Year, being December 1, 2029, and continuing for a period of two (2) consecutive Agreement Years thereafter (Agreement Years 4 and 5), Lessee shall pay Building Rent to the Authority at an annual Rental Rate of Twelve and 72/100 Dollars ($12.72) per square foot per annum (the "Rental Rate"). Beginning on the first (1st) day of the sixth (6th) Agreement Year, the Rental Rate shall be determined by adjustment of the Rental Rate as outlined in Articles 5.07 and 5.08 below.

4. **Article 5.03, Building Rent,** is hereby deleted in its entirety and replaced with the following:

5.03 Building Rent. Building Rent for the Premises, containing approximately Fifteen Thousand, Two Hundred Four (15,204) square feet, shall be assessed to the Lessee by the Authority and payable by the Lessee to the Authority on the 1st day of the 2nd Agreement Year for Agreement Years 2 and 3, in the amount of One Hundred Sixty-One Thousand, One Hundred Sixty-Two and 40/100 Dollars ($161,162.40) per year, payable monthly in advance in equal monthly installments of Thirteen Thousand, Four Hundred Thirty and 20/100 Dollars ($13,430.20) per month; and (b) for Agreement Years 4 and 5, in the amount of One Hundred Ninety-Three Thousand, Three Hundred Ninety-Four and 88/100 Dollars ($193,394.88) per year, payable monthly in advance in equal monthly installments of Sixteen Thousand, One Hundred Sixteen and 24/100 Dollars ($16,116.24) per month. All Building Rent thereafter shall be subject to adjustment as outlined in Articles 5.07 and 5.08 below. A schedule of the Building Rent is attached to this Amendment as Exhibit D-1.

5. **Article 5.07, Adjustment of Rental Rate,** is hereby deleted in its entirety and replaced with the

5.07 Interim CPI Adjustments. Commencing on the first day of the eighth (8th) Agreement Year and the first day of the thirteenth (13th) Agreement Year and, if the Renewal Term is exercised, on the first day of the eighteenth (18th) Agreement Year and the first day of the twenty-third (23rd) Agreement Year (collectively, the "CPI Adjustment Date("s"), the Rental Rate shall be adjusted to reflect the cost-of-living increases based upon the Consumer Price Index. At the time that the calculation is being made, the monthly index figure for the third calendar month immediately before the CPI Adjustment Date (the "Adjustment Level") shall be used.

The monthly index figure for the same month in the 12-month period immediately preceding the Base Year shall be referred to as the "Base Level." The new Rental Rate shall be computed by multiplying the Existing Rental Rate (the "Base Rental Rate") from the Base Year by a (the "Base Rental Rate") for 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:

$$\text{Adjusted Rental Rate} = \frac{\text{Adjustment Level x Base Rental Rate for the Base Year}}{\text{Base Level}}$$

In no case shall the Rental Rate be decreased because of such an adjustment. The annual Rental Rate shall not increase by more than Nine Percent (9%) over the annual rent payable during the immediately preceding adjustment period. Rental Rate following the adjustment shall remain in effect until the next 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 in existence.

6. **Article 5.08, Appraisal of Rental Rate,** is hereby deleted in its entirety and replaced with the following:

5.08 Market Appraisal Adjustments. Commencing on the first day of the sixth (6th) Agreement Year and the first day of the eleventh (11th) Agreement Year and, if the Renewal Term is exercised, on the first day of the sixteenth (16th) Agreement Year and the first day of the twenty-first (21st) Agreement Year (each, an "Appraisal Adjustment Date"), the annual Rental Rate shall be adjusted and the new annual Rental Rent shall be determined based on a Fair Market Value appraisal of the Premises. Before each Appraisal Adjustment Date, the Authority shall select a qualified M.A.I. appraiser with demonstrated experience in appraising comparable non-aeronautical real estate, who shall appraise the Premises to determine its fair market rental value using comparable 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 Rate shall be adjusted to an amount equal to the value outlined in the final appraisal, and the adjusted annual Rental Rate shall be payable commencing on each Appraisal Adjustment Date. As used in this Agreement, "Adjustment Date" shall mean each Appraisal Adjustment Date and each CPI Adjustment Date.

This Agreement shall automatically be considered amended, without formal amendment hereto, upon written notification by the Authority of the rental rates established pursuant to this Article 5.07 and Article 5.08. Any delay or failure of the Authority in computing an adjustment in Rental Rate, 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 Rate from the applicable Adjustment Date. Notwithstanding any provision of this Agreement 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 Adjustment Date.

8. **Article 7.03, Tenant Allowance, first paragraph,** is hereby deleted in its entirety and replaced with the following:

"The Authority shall provide Lessee a Tenant Improvement Allowance as reimbursement for Lessee's actual costs incurred as approved by the Authority for Lessee's Improvements to the Premises attributable to construction of the demising wall in an amount not to exceed Seven Hundred Three Thousand, Sixty-Five and 00/100 Dollars ($703,065.00), hereinafter the "Allowance". Non-capital expenses including, but not limited to, third-party professional services and related administrative expenses attributable to the Improvements shall not exceed fifteen percent (15%) of the Tenant Improvement Allowance incurred, which amount shall in no event exceed One Hundred Five Thousand, Four Hundred Fifty-Nine and 75/100 Dollars ($105,459.75). Lessee shall provide Authority with a full itemized list of the improvements, as-built drawings, original paid invoices, contractor's lien, and any requested documentation demanded by Authority in a form acceptable to Authority as a condition precedent for any Tenant Improvement Allowance."

9. **Article 7, Construction of Improvements,** is hereby amended by adding the following new section:

7.07 Minimum Capital Investment. Lessee shall make a minimum capital investment of not less than Two Million Five Hundred Thousand and 00/100 Dollars ($2,500,000.00) in the design, construction, equipping and improvement of the Premises (the "Minimum Capital Investment"). The Minimum Capital Investment shall be inclusive of costs reimbursed to Lessee from the Allowance. Lessee shall demonstrate that the Minimum Capital Investment has been made through the certified report of total costs required by Article 7.05 of this Agreement.

10. **Exhibit D, Rent & CAM Fee Schedule,** is hereby amended by replacing the rent information shown therein including, but not limited to, Year, Square Footage, Rate, Annual and Monthly rent amounts

as outlined in the Rent Schedule attached to this Amendment as Exhibit D-1 – Revised, dated November 17, 2026. The CAM Fees shown on Exhibit D shall remain unchanged.

11. **Ratification**. Except as expressly amended by this Amendment, all terms, covenants and conditions of the Lease remain unchanged and in full force and effect. In the event of any conflict between this Amendment and the Lease, this Amendment shall control.

12. **Capitalized Terms**. Capitalized terms used herein and not otherwise defined shall have the meaning outlined in the Lease.

13. **Counterparts**. This Amendment may be executed by the Parties hereto on any number of separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute but the same instrument.

IN WITNESS WHEREOF, the Parties have hereunto set their hands the day and year written below.

SARASOTA MANATEE AIRPORT AUTHORITY

Signature _____

Name Paul L. Hoback, Jr.

Title President/CEO

Date _____

DAVINCI INFLIGHT TRAINING INSTITUTE, INC.

Signature Amanda Kraft

Name Amanda Kraft

Title Chief Financial Officer

Date 10/30/2026

Approved as to Form and Legal Sufficiency for the Sarasota Manatee Airport Authority

Signature _____

Name _____

Title _____

Date _____

Witness for DaVinci Inflight Training Institute, Inc.

Signature Paula Kraft
Paula Kraft (Oct 31, 2026 19:40:08 EDT)

Name Paula Kraft

Title Chief Executive Officer

Date 10/31/2026

Approved as to Form & Legal Sufficiency for Sarasota Manatee Airport Authority

_____

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

EXHIBIT D
RENT SCHEDULE
Premises: 15,204 Square Feet

Year	Period	Rate (PSF/yr)	Annual Rent	Monthly Rent	Adjustment
1	12/1/2026 – 11/30/2027	$0.00	$0.00	$0.00	Rent waived (Art. 5.01)
2	12/1/2027 – 11/30/2028	$10.60	$161,162.40	$13,430.20	Fixed
3	12/1/2028 – 11/30/2029	$10.60	$161,162.40	$13,430.20	Fixed
4	12/1/2029 – 11/30/2030	$12.72	$193,394.88	$16,116.24	Fixed
5	12/1/2030 – 11/30/2031	$12.72	$193,394.88	$16,116.24	Fixed
6	12/1/2031 – 11/30/2032	TBD	TBD	TBD	Market appraisal
7	12/1/2032 – 11/30/2033	TBD	TBD	TBD	Prior rate continues
8	12/1/2033 – 11/30/2034	TBD	TBD	TBD	CPI adjustment
9	12/1/2034 – 11/30/2035	TBD	TBD	TBD	Prior rate continues
10	12/1/2035 – 11/30/2036	TBD	TBD	TBD	Prior rate continues
11	12/1/2036 – 11/30/2037	TBD	TBD	TBD	Market appraisal
12	12/1/2037 – 11/30/2038	TBD	TBD	TBD	Prior rate continues
13	12/1/2038 – 11/30/2039	TBD	TBD	TBD	CPI adjustment
14	12/1/2039 – 11/30/2040	TBD	TBD	TBD	Prior rate continues
15	12/1/2040 – 11/30/2041	TBD	TBD	TBD	Prior rate continues
16	12/1/2041 – 11/30/2042	TBD	TBD	TBD	Market appraisal
17	12/1/2042 – 11/30/2043	TBD	TBD	TBD	Prior rate continues
18	12/1/2043 – 11/30/2044	TBD	TBD	TBD	CPI adjustment
19	12/1/2044 – 11/30/2045	TBD	TBD	TBD	Prior rate continues
20	12/1/2045 – 11/30/2046	TBD	TBD	TBD	Prior rate continues
21	12/1/2046 – 11/30/2047	TBD	TBD	TBD	Market appraisal
22	12/1/2047 – 11/30/2048	TBD	TBD	TBD	Prior rate continues
23	12/1/2048 – 11/30/2049	TBD	TBD	TBD	CPI adjustment
24	12/1/2049 – 11/30/2050	TBD	TBD	TBD	Prior rate continues
25	12/1/2050 – 11/30/2051	TBD	TBD	TBD	Prior rate continues

Rent shown is Building Rent only, calculated on 15,204 square feet. TBD amounts are determined in accordance with Article 5.08 (Market Appraisal Adjustments, Agreement Years 6, 11, 16 and 21) and Article 5.07 (Interim CPI Adjustments, Agreement Years 8, 13, 18 and 23). Agreement Years 16 through 25 apply only if Lessee exercises the Renewal Term under Article 3.02. CAM Fees remain as set forth on Exhibit D to the Lease.

DaVinci_Amendment_No_1_DRAFT SMAA-10292026 Clean

Final Audit Report 2026-10-31

Created:	2026-10-29
By:	Emin Aydin (emin.aydin@flysrq.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAg21HMrb_p9u7FtN4Z6S5zummfWXEaeVd

"DaVinci_Amendment_No_1_DRAFT SMAA-10292026 Clean" History

Document created by Emin Aydin (emin.aydin@flysrq.com)
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Document emailed to Amanda Kraft (admin@traindavinci.com) for signature
2026-10-29 - 4:59:04 PM GMT

Document emailed to Paula Kraft (paula@traindavinci.com) for signature
2026-10-29 - 4:59:04 PM GMT

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Document e-signed by Amanda Kraft (admin@traindavinci.com)
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2026-10-31 - 11:39:02 PM GMT

Document e-signed by Paula Kraft (paula@traindavinci.com)
Signature Date: 2026-10-31 - 11:40:08 PM GMT - Time Source: server - Signature Appearance Selected: TYPE

Agreement completed.
2026-10-31 - 11:40:08 PM GMT

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Sarasota Manatee Airport Authority
Finance Department
September 2026

Budget/Financial Information: Included in the Board packet are the unaudited **preliminary** financial statements for **September.**

Summary information contained therein for **September** is as follows:

Operating revenues for the month of **September** were approximately **16.8% higher** than anticipated in the FY 26 budget.

Operating expenses for the month of **September** were approximately **4.93% higher** than anticipated in the FY 26 budget.

On a **year to date basis**, operating income was **2.50% higher** than anticipated in the FY26 budget and operating expenses were **4.54% lower** than budget.

As part of the ongoing development of investment policies, the current disclosure reflects an Investment Portfolio Analysis **Year to date investment earnings was $1,988,272.**

Passenger Facility Charge (PFC): A separate detail which reflects PFC collections for the month of **September** and cumulative to date.

Grants: A separate detailed report listing current Grants totaling $61,032,044 funds received through March $54,140,543 and Remaining Funds available to draw once expenses are incurred of $5,483,667.

Sarasota Manatee Airport Authority
Balance Sheet
Wednesday, September 30, 2026

Assets	
Current Assets	
Cash & Investments	$8,981,871
Accounts Receivable	2,534,553
Grants Receivable	18,664
Accrued Interest Receivable	274,722
Inventory	296,608
Prepaid Insurance	24,094
Prepaid Expense & Other Assets	3,767,020
Total Current Assets	*15,897,531*
Non-Current Assets	
Customer Facility Funds	*53,872,367*
Passenger Facility Funds	*121*
Airport Facilities & Equipment	596,801,672
Accumulated Depreciation	(253,978,752)
Intangible Assets, net	910,918
Construction in Progress	43,370,591
Total Non-Current Assets	*440,976,918*
Total Assets	***$456,874,450***
Deferred Outflow of Resources - Pension	***1,597,694***
Liabilities and Net Position	
Current Unrestricted Liabilities	
Accounts Payable	904,801
Unearned Income	47,054
Accrued Expenses & Other Liabilities	3,449,278
Total Unrestricted Liabilities	*4,401,132*
Non-Current Liabilities	
Net Pension Liabilities	3,935,371
Total Non-Current Liabilities	3,935,371
Total Liabilities	***8,336,503***
Deferred Inflow of Resources - Pension	***819,628***
Net Position	
Net Assets	464,352,538
Current Profit Account	35,378,108
Total Net Position	***499,730,646***

Sarasota Manatee Airport Authority
Budget/Year to Date Actual
For the Period Ending Wednesday, September 30, 2026

	This Month This Year	Total Month Budget	Year to Date This Year	Total Budget	Budget Less Actual YTD	Actual YTD %
Airline Rentals, Fees and Charges						
Landing Fees - Signatory	$334,475	$161,305	$2,887,804	$3,213,344	$325,540	89.9%
Landing Fees - Nonsignatory	8,809	9,477	233,913	275,645	41,731	84.9%
Landing Fees - Nonscheduled	0	0	5,653	0	(5,653)	0.0%
Concourse Circulation	789,434	653,597	9,498,477	10,106,128	607,650	94.0%
Baggage Claim Area	134,460	127,747	1,452,165	1,532,959	80,794	94.7%
Gate Use Fees - Signatory	2,520	1,867	402,920	36,120	(366,800)	1115.5%
Terminal and Gate Fees - Nonsignatory	36,587	56,404	1,046,722	1,520,677	473,955	68.8%
Airline Terminal Rent - Signatory	263,439	325,730	3,883,007	3,908,771	25,764	99.3%
Airline Terminal Rent - Nonsignatory	3,259	5,723	63,312	68,681	5,368	92.2%
Total Airline Revenues	***1,572,982***	***1,341,850***	***19,473,974***	***20,662,325***	***1,188,351***	***94.2%***
Non-Airline Revenue						
Air Cargo Facility	31,282	28,972	360,966	347,665	(13,301)	103.8%
Subtotal	***31,282***	***28,972***	***360,966***	***347,665***	***(13,301)***	***103.8%***
Airfield						
Fuel Flowage Fees	40,642	34,665	713,351	686,728	(26,623)	103.9%
Ground Lease Airfield	17,807	33,025	360,648	396,296	35,649	91.0%
T-Hangar Facilities	93,765	100,628	1,154,130	1,207,531	53,401	95.6%
Fixed Base Operators - Rent	132,887	85,450	1,542,339	1,020,180	(522,158)	151.2%
Fuel Service - ASIG	7,241	7,218	86,326	86,169	(157)	100.2%
Subtotal	***292,343***	***260,986***	***3,856,793***	***3,396,904***	***(459,889)***	***113.5%***
Terminal Building						
RAC Counter Space	33,746	35,102	403,879	421,219	17,340	95.9%
Other Terminal Rents	47,559	39,226	562,572	470,712	(91,860)	119.5%
Advertising	78,229	32,710	849,164	648,000	(201,164)	131.0%
Restaurant Services	290,699	134,384	4,573,474	2,662,186	(1,911,288)	171.8%
Gift Shop	43,472	74,650	490,120	1,478,834	988,714	33.1%
Miscellaneous	201	200	2,049	2,400	351	85.4%
Vending	3,739	1,792	45,747	35,496	(10,251)	128.9%
Subtotal	***497,645***	***318,063***	***6,927,006***	***5,718,847***	***(1,208,159)***	***121.1%***
Terminal Area						
Car Rental %	780,656	780,444	12,456,070	11,892,920	(563,150)	104.7%
Auto Parking	501,717	413,669	9,740,485	9,706,202	(34,283)	100.4%
Ground Transportation	74,612	41,769	1,112,305	827,448	(284,857)	134.4%
Fuel Flowage Fees - Menzies	43,183	51,263	994,409	1,015,537	21,128	97.9%
RAC Ready Car Spaces	10,040	9,038	119,929	106,898	(13,031)	112.2%
Parking Stickers/Hang Tags	9,520	12,000	124,039	192,000	67,961	64.6%
Taxi Cab Service	2,604	2,968	40,788	58,800	18,012	69.4%
RAC Buildings Land Rent	50,291	51,152	603,491	609,515	6,024	99.0%
Subtotal	***1,472,623***	***1,362,303***	***25,191,516***	***24,409,320***	***(782,195)***	***103.2%***
Non-Aviation Area						
University Self Storage Income	(10)	4,167	(290)	50,000	50,290	-0.6%
Buildings - Non-Aviation	36,070	43,180	506,007	516,445	10,438	98.0%
Common Area Maint - Comm Parke	690	875	9,260	10,500	1,240	88.2%
Land - Non-Aviation	75,593	48,000	757,582	576,000	(181,582)	131.5%
Subtotal	***112,342***	***96,222***	***1,272,559***	***1,152,945***	***(119,614)***	***110.4%***
Total Operating Revenue	***3,979,217***	***3,408,396***	***57,082,814***	***55,688,006***	***(1,394,807)***	***102.5%***
Investment Income + Other Income						
Investment Income						
Interest Earned - Operating	135,540	93,750	1,988,272	1,245,000	(743,272)	159.7%
Interest Earned - Other	0	0	0	0	0	0.0%
Subtotal	***135,540***	***93,750***	***1,988,272***	***1,245,000***	***(743,272)***	***159.7%***
Other Income						
Passenger Faciltiy Charges	583,942	459,995	7,586,481	9,112,648	1,526,166	83.3%
Customer Facility Charges	670,771	667,385	14,935,343	13,221,112	(1,714,231)	113.0%
Grant Revenue - Other	1,225,681	0	1,225,681	0	(1,225,681)	0.0%
Grant Revenue - FAA	351,767	0	7,188,926	0	(7,188,926)	0.0%
Grant Revenue - FDOT	1,525,691	0	4,804,489	0	(4,804,489)	0.0%
Miscellaneous Income	112,020	3,333	3,481,889	40,000	(3,441,889)	8704.7%
Miscellaneous Income - LEO	0	0	0	0	0	0.0%
I.D. Badges	33,669	5,000	299,607	60,000	(239,607)	499.3%
Profit/Loss on Disposal	(425,868)	0	(378,744)	0	378,744	0.0%
Asset Writedown/Up on Investments	0	0	(16,868)	0	16,868	0.0%
Subtotal	***4,077,673***	***1,135,714***	***39,126,804***	***0***	***(39,126,804)***	***0.0%***
Subtotal Investment Income & Other	**4,213,213**	**1,229,464**	**41,115,076**	**1,245,000**	**(39,870,076)**	**3302.4%**
Total Revenues	***8,192,431***	***4,637,860***	***98,197,890***	***56,933,006***	***(41,264,883)***	***172.5%***

Sarasota Manatee Airport Authority
Budget/Year to Date Actual
For the Period Ending Wednesday, September 30, 2026

	This Month This Year	Total Month Budget	Year to Date This Year	Total Budget	Budget Less Actual YTD	Actual YTD %
Utilities						
Electric-Utility	149,933	168,746	1,270,854	1,493,760	222,906	85.1%
Refuse Collection	21,938	25,024	210,487	221,520	11,033	95.0%
Water and Sewer	25,296	35,652	353,404	315,600	(37,804)	112.0%
Subtotal	***197,167***	***229,422***	***1,834,745***	***2,030,880***	***196,135***	***90.3%***
Personnel						
Salary/Wages	892,641	1,316,213	16,677,352	16,916,496	239,144	98.6%
Health Insurance	285,977	299,843	3,481,690	3,598,115	116,425	96.8%
Retirement	183,750	189,778	2,212,312	2,665,001	452,689	83.0%
Social Security	69,279	75,792	958,239	1,012,020	53,781	94.7%
Medicare	17,692	19,085	250,215	245,289	(4,925)	102.0%
Disability	0	175	1,537	2,100	563	73.2%
Unemployment	0	833	3,300	10,000	6,700	33.0%
Worker's Compensation	30,630	33,596	405,743	403,150	(2,593)	100.6%
Employment Expenses	0	4,167	13,685	50,000	36,315	27.4%
Subtotal	***1,479,970***	***1,939,482***	***24,004,073***	***24,902,172***	***898,099***	***96.4%***
Administration						
Advertising	30,578	13,533	81,626	119,800	38,174	68.1%
Ambassador Program - Public Relations	298	1,243	13,297	11,000	(2,297)	120.9%
Bad Debts Expense	1,741	339	2,630	3,000	370	87.7%
Business Development Properties	35,000	3,389	35,901	30,000	(5,901)	119.7%
CEO Auto Expenses	1,385	3,558	30,095	31,500	1,405	95.5%
Public Relations	884	6,891	30,943	61,000	30,057	50.7%
Customs	64,576	16,945	148,360	150,000	1,640	98.9%
Data Processing	13,304	20,560	153,862	182,000	28,138	84.5%
Software Licenses/Annual Support	99,896	93,164	710,348	824,700	114,352	86.1%
Dues and Subscriptions	1,373	17,447	150,232	154,440	4,208	97.3%
Employee Service Awards	2,535	1,694	3,250	15,000	11,750	21.7%
Entertainment	8,594	2,768	69,563	24,500	(45,063)	283.9%
Insurance - Property	80,247	114,155	962,965	1,010,513	47,548	95.3%
Insurance - Liability & Other	33,696	39,736	404,189	351,745	(52,444)	114.9%
Interest Expense	0	0	22,750	0	(22,750)	0.0%
Legal Expense	48,554	45,187	224,346	400,000	175,654	56.1%
Loss & Safety Program	0	0	0	0	0	0.0%
Marketing Trade Show Registration	3,990	4,180	42,957	37,000	(5,957)	116.1%
Miscellaneous	(26,048)	8,343	55,889	73,850	17,961	75.7%
Office Supplies and Equipment	9,483	13,669	180,039	121,000	(59,039)	148.8%
Postage	657	700	4,314	6,200	1,886	69.6%
Professional Services	194,087	127,672	941,568	1,130,170	188,602	83.3%
Records Retention	(150)	113	(1,402)	1,000	2,402	-140.2%
Sponsored Events	8,317	1,435	26,322	12,700	(13,622)	207.3%
Taxes	0	2,378	20,181	21,050	869	95.9%
Telephone Service	35,911	50,203	460,788	444,400	(16,388)	103.7%
Training	7,241	28,376	132,624	251,190	118,566	52.8%
Travel	27,620	29,823	221,368	264,000	42,632	83.9%
Holiday Decorations	6,000	1,130	9,204	10,000	797	92.0%
Uniforms	11,180	12,765	100,681	113,000	12,319	89.1%
Subtotal	***700,949***	***661,394***	***5,238,887***	***5,854,758***	***615,872***	***89.5%***
Operations						
Air Conditioning	44,887	16,267	121,785	144,000	22,215	84.6%
Carpentry	11,492	6,383	42,269	56,500	14,231	74.8%
Common Area Maint - Comm Parke	477	1,130	7,097	10,000	2,903	71.0%
Electrical	10,006	14,290	120,779	126,500	5,721	95.5%
Access Control	3,208	1,130	14,105	10,000	(4,105)	141.0%
Equipment Rental	12,542	4,632	72,090	41,000	(31,090)	175.8%
Equipment Repair	62,592	27,700	226,133	245,200	19,067	92.2%
Loading Bridge Repair	15,492	23,158	214,726	205,000	(9,726)	104.7%
Conveyor & Belts	1,723	5,084	45,769	45,000	(769)	101.7%
Terminal Audio & Paging Repairs	0	3,615	0	32,000	32,000	0.0%
Repairs Generator	0	9,263	41,633	82,000	40,367	50.8%
Repairs - Tires	695	3,389	20,698	30,000	9,302	69.0%
Fence and Gate Repair	1,467	2,203	18,601	19,500	899	95.4%
Interior Planting	0	0	0	0	0	0.0%
Irrigation System	0	1,751	19,214	15,500	(3,714)	124.0%
Janitorial Service	726,355	436,052	4,090,482	3,860,000	(230,482)	106.0%
Floor Maintenance	2,128	7,004	29,945	62,000	32,055	48.3%
Landscape Maintenance	9,165	10,958	75,214	97,000	21,786	77.5%
Miscellaneous Construction	157,019	15,251	283,445	135,000	(148,445)	210.0%
Paint and Markings	127	27,225	156,777	241,000	84,223	65.1%
Permits & Licenses	84	237	1,636	2,100	464	77.9%
Paving and Pavement Repairs	5,708	7,004	28,174	62,000	33,826	45.4%
Plumbing	(2,293)	9,546	90,172	84,500	(5,672)	106.7%
Radio Equipment Repairs	0	542	2,459	4,800	2,341	51.2%
Service Contracts	513,141	320,089	2,576,398	2,833,477	257,079	90.9%
Shuttle Service	939	4,519	19,433	40,000	20,567	48.6%
Vehicle Repairs	10,564	12,257	94,537	108,500	13,963	87.1%
Subtotal	***1,587,517***	***970,677***	***8,413,571***	***8,592,577***	***179,006***	***97.9%***

Sarasota Manatee Airport Authority
Budget/Year to Date Actual
For the Period Ending Wednesday, September 30, 2026

	This Month This Year	*Total Month Budget*	*Year to Date This Year*	*Total Budget*	*Budget Less Actual YTD*	*Actual YTD %*
Supplies						
Fabrication Supplies	6,845	2,259	10,575	20,000	9,425	52.9%
Extinguishing Agent	39,853	3,389	71,826	30,000	(41,826)	239.4%
First Aid Supplies	259	3,581	24,631	31,700	7,069	77.7%
Gas & Fuel	31,120	14,641	141,026	129,600	(11,426)	108.8%
Identification	1,595	2,824	23,683	25,000	1,317	94.7%
Janitorial Supplies	17,990	44,509	409,158	394,000	(15,158)	103.8%
Lighting	145	3,491	7,289	30,900	23,611	23.6%
Lighting - Airfield	23,520	14,686	93,758	130,000	36,242	72.1%
Miscellaneous Supplies	550	2,090	18,038	18,500	462	97.5%
Miscellaneous Terminal Furnishings	0	678	3,841	6,000	2,159	64.0%
Non-Capital Equipment	33,977	11,280	117,864	99,850	(18,014)	118.0%
Safety Supplies	587	1,017	10,872	9,000	(1,872)	120.8%
Shop Supplies	262	3,502	29,277	31,000	1,723	94.4%
Signage	1,118	12,087	89,039	107,000	17,961	83.2%
Small Tools and Equipment	1,044	5,880	56,558	52,050	(4,508)	108.7%
Vegetation Control	0	3,615	3,504	32,000	28,496	11.0%
Ammunition/Wildlife Disbursement	1,680	1,903	11,180	16,850	5,671	66.3%
Subtotal	***160,545***	***131,431***	***1,122,121***	***1,163,450***	***41,329***	***96.4%***
Total Operating Expenses	***4,126,149***	***3,932,407***	***40,613,396***	***42,543,837***	***1,930,441***	***95.5%***
Profit (Loss) from Operations	***4,066,282***	***705,453***	***57,584,494***	***14,389,169***	***(43,195,325)***	***400.2%***
Depreciation and Amortization						
Amortization	75,910	75,910	910,918	910,918	0	100.0%
Depreciation	1,738,303	1,716,912	20,790,504	20,602,943	(187,560)	100.9%
Total Depreciation and Amortization	***1,814,213***	***1,792,822***	***21,701,422***	***21,513,862***	***(187,560)***	***100.9%***
Other Expenses						
Marketing	39,699	108,333	924,269	1,300,000	375,731	71.1%
Total Other Expenses	***39,699***	***108,333***	***924,269***	***1,300,000***	***375,731***	***71.1%***
Net Profit (Loss)	***$2,212,369***	***($1,195,702)***	***$34,958,802***	***($8,424,693)***	***($43,383,495)***	***-415.0%***

Sarasota Manatee Airport Authority
Sarasota Bradenton International Airport (SRQ)
PFC Collections by Carrier

Carrier	9/30/2026	Collected since inception
Aces Airlines		24.86
Aer Lingus		1,539.11
Aero California		8.64
Aero Costa Rico		2.92
Aeroflot - Russian Airlines		965.48
Aeromexico	26.23	9,019.09
AeroPeru		19.02
Aeropostal Venezuela		17.52
Air Aruba		11.68
Air Canada	1,987.13	1,198,327.93
Air Europa		405.85
Air France	130.60	41,711.76
Air India		2.88
Air New Zealand		2,014.73
Air Pacific Ltd.(Fuji)		157.76
Air Portugal		391.51
Air Serbia		698.01
Air Sunshine		109,075.76
Air Trans At		144,133.51
AirTran Airways		5,850,221.51
Alaska Airlines	38.08	7,712.51
Alitalia/ITA		4,474.68
All Nippon Airways (ANA)	17.56	1,040.21
Allegiant Air	157,945.25	12,402,678.14
Aloha		46.64
America West		116,500.91
American (AMR)	80,297.40	10,486,640.38
ATA Airlines, Inc.		2,527,486.80
Asiana Airlines		738.87
ATA Leisure Corp.		90,614.78
Austrian Airlines		1,217.49
AV Atlantic		1,027.84
Avelo Airlines	8,627.16	653,463.06
Avensa		43.20
Avianca		297.77
Aviateca, S.A.		5.84
Azul Brasileiras	4.39	127.31
Azores Airlines		162.10
Big Sky		2.92
Breeze Airlines		857,644.67
British Airways	30.73	12,568.17
Brussels Airlines		263.29
BWIA		78.84
Canada 3000		100,572.36
Canadian Airlines		64,977.45
Canair		20,334.88
CanJet		120,295.00
Cape Air / Hyannis Air Service		242.90
Carnival Air Lines		1,883.40
Casino Air Link		887.68
Casino Express		8,389.66
Cathay Pacific	100.20	3,785.92
Cayman Airways		101.96
Champion Air (MLT, Inc.)		9,343.96
China Airlines	4.39	2,494.24
Colgan Air, Inc.		151.86
ComAir		21,805.38
Compania		33.75
Conquest		5.76
Continental Airlines		3,580,174.07
Continental Micronesia		44.05
Contour Air	4.39	706.79
Copa		11.56
Croatia Airlines		87.80
Czech Airlines (Aviation Industry Clts)		2,516.42
Delta Air Lines	128,333.21	38,049,839.91
El Al Israel Airlines		1,547.10
Elite		61,345.86
Emirates		4,608.37
Empire		757.44
Eva Airways	8.78	976.79
ERA Aviation		84.84
Etihad Airways	100.97	1,413.58
Express One		8,387.70
Falcon Express		1,454.16
Faucett		8.76
Finnair	8.78	822.12
Florida Coastal Airlines		8,516.60
Front Page Tours		245.28
Frontier Airlines		1,294,772.19
G-P Express		89.28
Gold Transportation Services		26,702.01
Gol Linhas Aereas		675.73
Great Lakes Aviation		44.06
Hahn Air	70.24	3,721.99
Hawaiian Airlines		1,053.16
Iberia	13.17	1,804.25
Island Air		30.73
Insel Air		4.39
JAL (Japan Airlines)		1,373.27
Jet Airways		122.92
Jet Blue		7,038,614.07
JetsGo	21,359.33	27,777.51
Kenya		232.77
KLM	178.78	18,166.77
Korean Air	105.44	20,330.71
Kuwait Airways		16.31
Lacsa		36.54
Laker Airways		803.00
Lan Airlines		26.34
Lan Argentina		21.95
Lan Chile		701.86
Lan Peru		74.63
LATAM Airlines Group	17.56	882.17
Leisure Air		33,007.40
Lineas Aereas Privadas Argentinas		16.07
Lone Star		69.52
Lot Polish Airlines		1,608.03
LTU		74.88
Lufthansa	30.73	9,106.96
Malaysia		411.27
Malev Hungarian		241.88
Mark Travel Corp.		10,856.56
Mesa Airlines		132.20
Compania Mexicana		438.74
MGM Grand Air		302.40
Miami Air Int'l		5,515.47
Midway Airlines		601.52
Midwest		1,922.08
Mountain West		11.68
National Airlines		5.84
Nicaraguense de Aviacion		5.84
North American Airlines		443.39
Northwest		1,996,108.91
Olympic Airways		165.43
Omni Air International		399.49
Pan American		5.84
Panamena De Aviacion		21.95
Paradise Island		28.80
PenAir (Penninsula Airways)		13.17
Philippine Air		197.55
Private Jet		3,719.95
Qantas	21.95	4,433.43
Qatar	34.90	5,643.67
Reno Air		35,401.69
Republic Airlines		3,612.86
Royal Air Maroc		69.66
Royal Aviation		10,170.36
Royal Jordanian	17.35	46.55
Sabena		393.92
SAHSA		5.28
SAS (Scandivavian)	8.78	5,608.28
Saudi Arabian Airlines		7.31
Sevicios Avensa		280.28
Silver Airways Corp		114.14
Singapore	8.78	3,624.70
Skyservice		9,903.84
South African Airways		4,309.11
Southeast Airlines		134,579.55
Southwest	134,912.23	10,107,282.29
Sun Country		749,654.51
Sun Pacific Int'l (HMHF)		3,612.04
Sunworld Int'l Airlines		224.84
SwissAir		5,849.87
Taca Int'l Air		348.76
TAM Airlines (Aviation Industry Clts)		1,113.63
TAP Air Portugal	13.17	791.57
Tower Air		17.52
Trans Brasil Airlines		33.61
Trans World Airways		781,609.36
Turk Hava (Turkish)	131.04	4,318.75
Ultrair		2.88
United	46,815.47	6,899,610.94
US Air Shuttle		2.92
US Airways		8,883,648.83
USA 3000		79,178.04
V Australia (Virgin Blue)		434.61
Varig		668.53
Vietnam Airlines		83.41
Virgin Atlantic	157.93	12,017.03
Viscount Air Service		2,006.04
Viscount Air Tours		353.32
Vision		2,809.60
WestJet		59,780.01
World Airways		35.04
Misc		4.39
Total	581,562.10	114,919,649.71
PFC checking Interest	2,380.20	1,828,531.98
PFC investment Interest		1,526,893.55
Securities-bought		32,071,184.66
Securities-sold		32,058,520.85
Securities interest		224,518.18
Service charges		6,970.26
Expenditures	603,400.00	118,479,838.52
Balance		120.83

Sarasota Manatee Airport Authority
PFC Monthly Status Report - Revenue and Expenditures
Month ended September 30, 2026

Charge effective date: 9/1/1992
Total Collection Authority: $ 133,581,461

Approved applications			Expiration	Approved Impose	Approved Use	Current Revenue Sep-26	Interest Sep-26	Total Collections	Total Interest	Total Revenue
Appl. 1		92-01-I-00/08-SRQ	Completed	13,944,391.00	-			12,126,777.00	1,817,614.00	13,944,391.00
Appl. 2		95-02-U-00/05-SRQ	Completed	-	5,947,682.00					
Appl. 3			Completed	750,061.00	8,746,770.00			675,673.36	74,387.64	750,061.00
Appl. 4	10/3/2000	00-04-C-00-SRQ		36,126,915.00	36,126,915.00					
	2/22/2002	00-04-C-01-SRQ		2,368,148.00	2,368,148.00					
	7/23/2009	00-04-C-02-SRQ		22,194,884.00	22,194,884.00					
	12/7/2017	00-04-C-03-SRQ		(887,886.00)	(887,886.00)					
Appl. 4		00-04-C-00/03-SRQ	Completed	59,802,061.00	59,802,061.00			58,234,308.15	1,567,753.03	59,802,061.18
Appl. 5	5/7/2019	19-05-C-00-SRQ	Completed	8,817,424.00	8,817,424.00			8,802,652.74	14,771.26	8,817,424.00
Appl. 6	9/8/2021	21-06-C00-SRQ	Completed	9,035,362.00	9,035,362.00			9,030,104.27	5,257.73	9,035,362.00
Appl. 7	7/13/23	23-07-C-00-SRQ	5/1/29	41,232,162.00	41,232,162.00	581,562.10	2,380.20	26,050,134.19	80,525.98	26,130,660.17
				133,581,461.00	127,633,779.00	581,562.10	2,380.20	114,919,649.71	3,560,309.64	118,479,959.35

Project number	Description		Use Appl. #	Estimated Implementation Date	Total Approved to Use	Expenditures Month end Sep-26	Total Expended to Date	Balance to Use	Status
	Various Projects	Total	2		5,947,682	-	5,947,682	-	Project complete
	Various Projects	Total	3		8,746,770	-	8,746,769	-	Project complete
		Total	4		59,802,061	-	59,802,061	-	Project complete
	Various Projects	Total	5		8,817,424	-	8,817,424	-	Project complete
	Various Projects	Total	6		9,035,362	-	9,035,362	-	
7.01	Terminal Expansion Design and Construct		7	12/1/2024	20,465,000	603,400	8,751,052	11,713,947.67	
7.02	East Apron Expansion and Taxilane Design and Cons		7	12/1/2022	547,803		547,803	-	Draw complete 4/25
7.03	Baggage Handling System Expansion		7	12/1/2024	11,237,016		11,237,016	-	Draw complete 3/25
7.04	GA General Inspection Service Facility		7	9/1/2023	3,739,872		352,197	3,387,675.00	
7.05	Relocated Automated Surface Observing System (AS		7	12/1/2022	125,000		125,000	-	Draw complete 3/25
7.06	Expand West Commercial Apron		7	12/1/2023	4,680,151		4,680,151	-	Draw complete 9/25
7.07	Taxiway C Rehabilitation Design and Construct		7	8/1/2023	256,878		256,878	-	Draw complete 3/25
7.08	Taxiway F Reconstruction Design and Construct		7	8/1/2023	115,975		115,975	-	Draw complete 3/25
7.09	PFC Administration		7	7/1/2023	64,467		64,467	-	Draw complete 3/25
					41,232,162	603,400	26,130,539	15,101,623	Amount budgeted for FY 2026 is $9,112,648
	Total all applications				133,581,461	603,400	118,479,839	15,101,623	

Sarasota Manatee Airport Authority
Finance Department
September 30, 2026
Grant Monthly

FEDERAL AVIATION ADMINISTRATION - FAA			Grant Amount	Expenditures To Date	Funds Received	Remaining Funds
AIP-77	Expand Terminal Concourse A	90%	$ 351,235.00	$ 364,459.10	$ 316,111.50	$ 35,123.50
AIP-78	Concourse B Expansion WP6 (Phase 8)	95%	$ 5,000,000.00	$ 6,809,848.47	$ 4,500,000.00	$ 500,000.00
AIP-79	Concourse B Expansion WP6 (Phase 9)	90%	$ 6,466,172.00	$ 8,684,761.35	$ 5,819,554.80	$ 646,617.20
AIP-81	Concourse B Expansion WP6 (Phase 10)	90%	$ 2,586,007.00	$ 1,562,319.82	$ 1,161,428.55	$ 1,424,578.45
AIP-80	Runway 14-32 ROFA Improvement	90%	$ 127,645.48	$ 130,795.98	$ 103,149.90	$ 24,495.58
AIP-82	Taxiway A & Connectors Rehab	90%	$ 1,415,648.00	$ 1,591,977.99	$ 1,274,083.20	$ 141,564.80
AIP-83	Runway 14-32 ROFA Improvements	90%	$ 689,596.00	$ 3,150.50	$ -	$ -
AIP-84	Airfield Safety Mitigation (Taxiway A)	90%	$ 2,600,000.00	$ -	$ -	$ -
AIP-85	Reconstruct Taxiway A Phase 2 Construction	90%	$ 16,786,742.00	$ -	$ -	$ -
	FAA Current		$ 15,946,707.48	$ 19,144,162.71	$ 13,174,327.95	$ 2,772,379.53

FLORIDA DEPT OF TRANSPORTATION - FDOT		Grant Amount	Expenditures To Date	Funds Received	Remaining Funds
444678	Ground Transportation Curbside Improvement	$ 4,574,706.00	$ 9,603,109.28	$ 4,555,764.32	$ 18,941.68
446357	Baggage Handling - Design	$ 61,996.23	$ 1,276,239.54	$ 61,996.23	$ -
	Baggage Handling - Construction	$ 10,997,177.77	$ 46,872,117.11	$ 10,997,177.77	$ -
		$ 11,059,174.00	$ 48,148,356.65	$ 11,059,174.00	$ -
450535	GA Federal Inspection Station	$ 2,550,000.00	$ 7,164,761.09	$ 2,550,000.00	$ -
453790	Terminal Parking Garage	$ 647,039.00	$ 756,929.68	$ 244,128.09	$ 402,910.91
456015	Baggage Claim Expansion Area	$ 900,000.00	$ 352.05	$ -	$ 900,000.00
457266	Runway 14-32 ROFA Improvements	$ 6,368.00	$ 130,795.98	$ 4,136.50	$ 2,231.50
457274	Taxiway A & Connectors Rehab	$ 78,647.00	$ 1,562,852.74	$ 41,443.21	$ 37,203.79
457275	Master Plan	$ 60,000.00			
	FDOT Current	$ 17,325,934.00	$ 60,202,396.38	$ 15,904,646.12	$ 1,361,287.88

TRANSPORTATION SECURITY ADMINISTRATION - TSA		Grant Amount	Expenditures To Date	Funds Received	Remaining Funds
	Baggage Handling - Design *	$ 849,752.63	$ 1,668,069.33	$ 840,189.17	$ -
	Baggage Handling - Construction	$ 24,459,650.11	$ 69,389,854.70	$ 23,121,379.47	$ -
	FDOT Totals	$ 25,309,402.74	$ 71,057,924.03	$ 23,961,568.64	$ -

MANATEE COUNTY		Grant Amount	Expenditures To Date	Funds Received	Remaining Funds
	15th Street Observation Project	$ 1,100,000.00	$ 2,268,785.88	$ 1,100,000.00	$ -
	Manatee County Totals	$ 1,100,000.00	$ 2,268,785.88	$ 1,100,000.00	$ -

FLORIDA DIVISION OF EMERGENCY MANAGEMENT - FDEM		Grant Amount	Expenditures To Date	Funds Received	Remaining Funds
	SRQ Emergency Operations & Public Safety Complex	$ 1,350,000.00	$ 254,478.01	$ -	$ 1,350,000.00
	FDEM Totals	$ 1,350,000.00	$ 254,478.01	$ -	$ 1,350,000.00
	Grand Totals	**$ 61,032,044.22**	**$ 152,927,747.01**	**$ 54,140,542.71**	**$ 5,483,667.41**

* All eligible expenses reimbursed

Sarasota Manatee Airport Authority
Investment Portfolio
For the month of September 2026

Investments

Description	Cusip/Invest	Par Value Orig Face	Acquisition Cost	Purchase Date	Maturity Date	Yield @ Market
FLCLASS Term Series II	FL-01-0240-T001	5,000,000	5,000,000	4/30/2026	4/30/2027	3.868%
FLCLASS Term Series II	FL-01-0240-T002	5,000,000	5,000,000	6/24/2026	1/21/2027	4.030%
FLCLASS Term Series II	FL-01-0240-T003	5,000,000	5,000,000	6/24/2026	6/24/2027	4.260%
FLCLASS Term Series II	FL-01-0240-T004	10,000,000	10,000,000	7/23/2026	7/23/2027	4.200%
		25,000,000	25,000,000			

Cash Equivalents

	Balance
USBank	-
FLCLASS	25,406,858
Total Investments	50,406,858

Human Resources Department Activity Report

SEPTEMBER/OCTOBER 2026

Investing in Our People. Building a Stronger SRQ.

TEAM MEMBER ENGAGEMENT

Connection Crew, CEO Suggestion Box, So Damn Proud Awards, and Bright Ideas continue to create more ways for Team Members to connect, share ideas, and be recognized.

SAFETY TRAINING

Frontline Team Members will receive focused safety training in December 2026, with key topics including safe work practices, PPE, and traffic maintenance. A Safety Committee will also be established.

INTERNAL COMMUNICATIONS

The SRQ Monday Morning Briefing (MMB) keeps everyone informed — highlighting news, celebrations, events, and more!

ENGAGEMENT SURVEY

Department action plans are in progress, and results will serve as our baseline benchmark. Our focus: listening, learning, and driving meaningful improvements.

HRIS – OPENGOV

Implementing OpenGov to modernize HR processes including payroll, learning management, and performance management for a better Team Member experience.

PROFESSIONAL DEVELOPMENT

Leadership manuals and expanded training opportunities — including SRQ Essentials and SRQ Leadership Academy — to support your growth.

LONG-RANGE PERSONNEL PLANNING

Developing a five-year staffing projection to plan for SRQ's continued growth and operational needs.

MANAGEMENT DIRECTIVES / PERSONNEL POLICIES

Reviewing and updating policies and procedures to ensure compliance, improve consistency, and streamline processes.

WELLNESS INITIATIVES

Supporting the health and well-being of our Team Members through lunch-and-learns, financial wellness seminars, a spring health fair, and healthy living programs.

RECRUITMENT/ONBOARDING

A streamlined onboarding process allows new Team Members to complete their onboarding on day one — with immediate access to policies, procedures, and benefits.

Together, we continue to grow a positive, engaged and high-performing SRQ team!

SARASOTA MANATEE AIRPORT AUTHORITY
REAL ESTATE DEVELOPMENT & PROPERTIES STAFF REPORT
November 17, 2026, REGULAR MEETING

REAL ESTATE DEVELOPMENT & PROPERTIES **October 2026**

AIRLINES:

- **Allegiant Airlines:** Allegiant is expected to occupy Air Cargo I building in January 2027. A new air cargo lease and terminal lease modifications are underway.

NORTH QUAD DEVELOPMENT:

- **EAA:** EAA tenant construction permit has been approved. Preparing for construction.
- **GA FIS:** The GA FIS facility is under construction, and the associated lease is under review by CBP.
- **Roper Tech:**
- **ASG:** The construction is completed for phase 1. Updated lease term agreements are expected to be presented in November board meeting.
- **SRQ Hangar LLC**: Updated lease term agreements are expected to be presented in November board meeting.
- **Pilatus Aircraft:** Pilatus phase 1 under construction and expected to be completed by early summer 2026. Additional Run-up space being considered.
- **Air Medallion:** commenced with due diligence and site planning.

OTHER DEVELOPMENT:

School District of Manatee County, Florida: Manatee Schools under construction, projected to start fourth-quarter 2026.

Team Success: SMAA and Team Success are working together to develop the aviation curriculum to be implemented within two years. Phase 2 construction is now underway, and a temporary Right of Way is issued to support the project's laydown area.

DaVinci Training Center: Negotiations have been re-engaged with DaVinci regarding the development of a general aviation flight attendant training center within a designated section of the Unipak facility. Updated amendment to be presented at November Board Meeting.

Ascension FBO SRQ: Ascension is underway for an on-site relocation of the main terminal building, apron and the remaining facilities. Apron construction began. Design and permitting for the building are currently underway.

Atlantic Aviation Replacement Hangar: Atlantic Aviation submitted a concept plan for a ±27,000 SF replacement hangar that will replace the ±17,000 SF hangar that was demolished due to hurricane damage. The concept plan is under review by the staff.

Elixir: Elixir aircraft has obtained its FAA certification, and negotiations to transition into the hangars have begun. A lease modification is underway to adjust the term and rent.

Tallevast 75 AC Land: Staff is evaluating several development opportunities for the site.

Suncoast Golf Site RFP: The subject site has been released for competitive solicitation for (re)development through a Request for Proposal. Recommended proposal to be presented at January board meeting.

CONCESSIONS:

All concessions within the ground boarding Concourse A and Concourse B are in full operation.

PARKING/GROUND TRANSPORTATION/RENTAL CARS:

A Parking (and Rental Car) study was conducted and will proceed with further preliminary planning as directed. Staff is also evaluating several customer and revenue enhancement opportunities related to these services.

GENERAL AVIATION:

T-HANGAR MONTHLY STATUS REPORT
FOR THE MONTH OF OCTOBER 2026

Item	Qty.	No. Leased	Wait List	Leased %	Monthly Rate	Monthly Rent	Annual Rent
T-Hangars							
51'5 W Oversize	4	4	22	100%	$2,040.00	$8,160.00	$97,920.00
48' W Large	27	27	74	100%	$835.00	$22,545.00	$270,540.00
42' Standard (42' wide)	104	99	117	95%	$610.00	$60,390.00	$724,680.00
42' W Standard w/additional 176 sq. ft. storage	4	4	4	100%	$755.00	$3,020.00	$36,240.00
42' W Standard Discounted rate for CAP & EAA	2	2		100%	$250.00	$500.00	$6,000.00
Storage Rooms	2	1		50%	$120.00	$120.00	$1,440.00
Storage Rooms (Discounted rate for CAP & EAA)	2	2		100%	$10.00	$20.00	$240.00
TOTAL	**145**	**139**	**217**			**$94,755.00**	**$1,137,060.00**

FIRE DEPARTMENT ACTION REPORT

October 2026 **Oct-26**

SAFETY INCIDENT/RESPONSES					
RESPONSE	**AREA OF RESPONSE**	**NUMBER OF RESPONSES**	**TOTAL YEAR TO DATE**	**2025 October**	**2025 YTD**
EMT FIRST AID RESPONSES:	Ticket wing	3	22	2	27
	Main	6	10	6	12
	Baggage Wing	8	32	2	46
	Escalator	1	2	1	5
	Curbside	2	27	3	36
	2nd Floor	3	8	2	25
	3rd Floor	0	86	0	91
	TSA Checkpoint	0	14	0	16
	Walk-in	0	30	0	28
	Restaurant	0	7	0	0
	Concourse 1st	1	15	1	34
	Concourse 2nd	25	66	8	32
	Concourse A	2	13	0	13
	Ramp	0	22	1	13
	Aboard Aircraft	2	7	2	4
	Parking lot	3	31	0	25
	Toll Booth	0	2	0	0
	Airfield	0	19	2	13
	Other/Unkown	3	8	3	11
	TOTAL EMT FIRST AID:	59	423	33	433
FIRE RESPONSES:	Aircraft Fire	0	1	0	0
	Structural Fire	0	0	0	1
	Vegetation Fire	0	0	0	2
	Vehicle Fire	0	2	0	0
	Trash Fire	1	3	0	1
FIRE ALARM RESPONSES:	Fire Alarms	2	17	3	26
	Bomb Scare	0	0	0	0
	TOTAL FIRE / ALARM:	3	23	3	30
HAZARDOUS MATERIALS RESPONSES:	Fuel Spill	1	10	0	6
	Chemical Spill	0	1	1	5
	Other	0	8	0	6
	TOTAL HAZARDOUS MATERIAL:	1	19	1	17
AIRCRAFT EMERGENCY RESPONSES:	Alert I	1	2	0	5
	Alert II	1	9	2	16
	Alert III	1	2	0	3
	Stand By/Hot Fuel	3	24	1	21
	TOTAL AIRCRAFT EMERGENCY:	6	37	3	45
SUPPLEMENT REPORT		4	86	55	281
	TOTAL RESPONSES	73	588	95	806

FIRE DEPARTMENT ACTION REPORT
October 2026

Alarm DateTime	District	Incident Type	Incident Narrative
10/4/2026 14:05	Onboard Aircraft	Lift assist	Arf dispatched to given location for a lift assist. Arf assisted a male passenger de-board an Allegiant aircraft. The passenger was unable to use lower body or lower extremities. Arf helped the passenger from his seat, onto an isle chair and off the aircraft. Once off the aircraft, Arf assisted passenger onto his personal wheelchair without any issue. Once assignment was complete Arf units cleared the scene.
10/7/2026 14:38	FAA Control Tower	Citizen assist / service call	Arf was notified by Aircom that a pipe was found to be leaking outside the FAA tower. This was found by a tower employee and reported to Aircom. Arf 5 responded to the area to investigate. Upon arrival Arf 5 found a backflow for potable water leaking. This has been an ongoing issue. Facilities department is aware and waiting on parts to fix leak. Aircom was notified of situation. Arf returned to quarters.
10/10/2026 18:45	Concourse B 2nd Floor	Lift assist	ARF received a call from Aircom informing that Breeze had a passenger that needed assistance getting from gate B9 to her seat on the aircraft. Once ARF arrived on scene and taling to the air line representative that called us Breeze decided to call there med link and they decided that the passenger was not going to fly due to the passenger having 2 Nephorstamy drains and a colostamy bag and being paralyzed from the wasist down. With no assistance needed crew cleared and returned to quarters.
10/12/2026 9:29	Main Terminal Ramp	Smoke investigation	ARFF was first called by landline, then toned out for a smell of smoke on the ramp behind the baggage wing. ARF-2 and ARF-3 responded to investigate. Crew did initially observe a smell of burnt rubber, but no sources of smoke or heat were discovered and the smell dissipated. Our best guess, based on calm wind direction, was the smell came from aircraft landings. ARFF crew cleared scene and returned to quarters.
10/12/2026 12:35	Main Terminal Ramp	Citizen assist / service call	Arf responded to main terminal ramp for a hot fuel. Aircraft was located on the east hard stand. Arf 3 arrived on scene. Hot fuel completed, no issues. Arf 3 cleared the scene.
10/13/2026 10:19	Main Terminal Ramp	Aviation standby	ARFF was first called, then later toned out for a hot fuel of Allegiant, N262NV an A320, at ER-1. Menzies gave them 20,100# of fuel with just pilot and co-pilot onboard. Aircraft had arrived the night before and just needed fuel. According to flight records, it did not leave SRQ until the following day (to [illegible])
10/16/2026 9:22	Rental Car Ready/Return lot	Motor vehicle collision	No Incident Found
10/17/2026 14:38	Runway 14/32	Aviation emergency	SAFETY BASE TONED OUT FOR ALERT 1 FOR SKYHAWK LANDING 32 UNKN SOULS, UNKN FUEL, AND LOSS OF RADIO CONTACT. ARF 5 RESPONDED TO THE THROAT WHILE ALL OTHER ARFF UNITS REMAINED ON STANDBY IN STATION. ARF 5 CONTACTED TOWER AND WAS INFORMED THAT AIRCRAFT WAS NO LONGER ON RADAR. ARF 5 WAS LATER ADVISED THAT AIRCRAFT LANDED SAFELY AT VENICE AIRPORT. ALL UNITS CLEAR AND AVAIL.
10/17/2026 15:50	Rental Car Ready/Return lot	Motor vehicle collision	Medical issue related to previous vehicle incident earlier
10/18/2026 16:16	Runway 14/32	Aviation emergency	SAFETY BASE TONED OUT FOR ALERT 3 FOR Cesna disabled on 14 one soul, UNKN FUEL, . ARF 5 RESPONDED with the skate and ARF-2 and ARF-3 responded to help. ARF-5 hooked up the plane and towed the disabled aircraft to Assencion. ARF-3 and ARF-2 followed the aircraft to Assencion to get the information. Pilot stated that he was landing and the aircraft just hit hard and the nose dipped and bent the prop and also broke the cowling on the nose gear. No further help was needed and all ARF units cleared scene and returned to quarters.
10/18/2026 23:06	Atlantic South FBO	Lift assist	ARF received a call from Atlantic South informing that they had a passenger that needed assistance getting out of their aircraft. Once ARF arrived on scene they were contacted by the pilot that the gentleman could not walk and needed assistance getting of the aircraft. ARFF crew helped the gentleman off the aircraft and into his vehicle. With no assistance needed crew cleared and returned to quarters. N613GF
10/19/2026 18:35	Main Terminal Ramp	Standby (public service)	Safety base was toned out via Air Com for a hot fuel on the east side of the main ramp for a Jet Blue Airbus220 N3310J. Hot fuel was complete and ARF-3 cleared scene and returned to quarters.

10/22/2026 17:25	Main Terminal Ramp	Fuel spill / fuel odor	ARFF units responded to Gate Bravo 3 for a reported fuel leak. Upon arrival crew assessed the leak, located on the left wheel assembly and established Bravo 3 command. Units on scene created a containment unit to collect the leaking product. Passengers on board aircraft deboarded as personnel remained on scene. Leak was controlled as maintenance responded to provide their assessment. Crew assisted with cleanup before clearing scene and returning to quarters. Leak was contained to hard surface of tarmac. No waterways or soil contamination impact. Destination Charlotte N.C. American Eagle N216NN Dwight Mock #3359446 3716 Countryside Sarasota FL 34233 941.586.3188 Consumables used: 1 bag kitty litter 1 bag absorbent
10/23/2026 13:20	Runway 14/32	Aviation emergency	Safety base dispatched by ATCT via hotline for Alert 2. Citation Bravo with suspected landing gear issue landing runway 32 eta 5 minutes. ARFF units responded Alert 2 pre positions for standby to await aircraft. ATCT then advised 2 souls onboard unknown fuel. Aircraft landed safely on runway 32 without incident. ARFF units followed aircraft to ascension D hangers ramp. Pilot advises no injuries and no damage observed. Pilot states they left SRQ and felt an abnormal vibration when retracting landing gear. Also received a landing gear light indicator. He then followed policy and attempted to reset without success. Pilot then made decision to return to SRQ and declare emergency. No damage observed to aircraft. Maintenance crew on site. ARFF units clear and available. Pilot: Shannon J Yeager Aircraft: 1997 Citation Bravo SN: 550-0817 Tail Number: N550RZ Weather Conditions: Clear Skies 10mi + Visibility Winds NE 10mph
10/24/2026 11:30	Main Terminal 2nd Floor	Trash / rubbish fire	Safety Base was toned out via Air Com for a fire alarm at the non-secured side of TSA checkpoint. Safety base acknowledged the call and ARF-5, ARF-2 and ARF-3 and ARF-7 responded. When ARF units arrived on scene the were met at site by Ops and APD next to a trash can where they pointed out that someone had discarded a vape instrument, no smoke or flames were present . No further assistance was needed so ARF units cleared scene and returned to quarters.
10/30/2026 12:00	Concourse B 2nd Floor	Smoke from non-hostile source (Smoke scare)	ARFF was toned out for a smell of smoke at gate B-3 on the concourse. ARFF units responded and investigated with thermal imaging but, found nothing. After clearing the scene, we found out there was welding on the jetbridge at gate B-5 and the wind was blowing in the right direction to carry the fumes to B-3

Operations Department
Monthly Report
October 2026

Projects and Activities

- Operations closed the Ascension FBO north ramp connector for construction.
- Operations conducted multiple vehicle and aircraft escorts throughout the month.
- Operations conducted field trials with R.O.C.K.Y., Remote operated coyote for keeping wildlife yielding. Successful and Wildlife has been deterred.
- Operations and Lenel/IFSS have been working on improvements to the access control system/Airbadge interface
- Due to weather, on multiple days Operations handled multiple diversions.
- Operations responded to multiple wildlife and FOD calls throughout the month, involving coyotes, birds, etc.
- Operations assisted with the Honor Flight to Washington DC.

Alerts and Incidents

- 10/17: ATCT reported an Alert 1 on a Cessna 172 Skyhawk for loss of communication. ATCT lost visuals on aircraft as it disappeared off radar/scope. ATCT advised aircraft landed at Venice airport.

- 10/18: N3572J was in the process of landing RWY 14 when the pilot encountered a strong crosswind. The aircraft touched down nose-low, resulting in a loss of directional control and aircraft departed RWY 14 paved surface on the shoulder of TWY A4. Tampa FSDO was contacted and approved aircraft to be moved. ARFF removed aircraft to Ascension and Operations conducted RWY 14 inspection and reopened at 1644. Operations observed both blade tips were damaged, nose wheel/wheel fairing damage, and approximately 0.5 gallons of fuel leaked from nose wheel well area. No injuries were reported.

- 10/23: ATCT reported N550RZ felt a vibration from the nose landing gear during retraction and requested to circle back and land at SRQ. Sarasota County Sheriff office helicopter was near and able to verify the gear was down and tire appeared normal. The aircraft landed RWY 32 without incident and taxied to Ascension unassisted. Operations inspected RWY 32 and reopened it at 1317.

Miscellaneous Activities

October 2026 Activity	2026	2025	% +/-
Medical Runs Dispatched by AIRCOM	**28**	29	-3.4%
Medical Runs requiring County EMS Response*	**0**	0	0%
Aircraft Alerts/Incidents	**3**	4	-25%
NOTAMs Issued	**19**	35	-45.7%
Notice of Violations	**0**	2	-100%
CHRC (Fingerprint check) conducted	**70**	106	-33.9%
New I.D. Badges Issued	**64**	111	-42.3%
I.D. Badges Renewed	**203**	195	4.1%
Security Threat Assessments	**95**	123	-22.7%
Computer Based Training Classes completed	**283**	701	-59.6%

*On 7/16/2025 ARFF ALS EMS & Ambulance Transport began service.

**Statistic not available this month due to the transition from Telos to TSC.

SARASOTA MANATEE AIRPORT AUTHORITY
POLICE ACTIVITIES - OCTOBER

CALLS FOR SERVICE	2026			
ALARMS	4			
ASSAULT/BATTERY	3			
ASSIST OTHER AGENCY	3			
BURGLARY	0			
CIVIL ISSUE	0			
DISTURBANCE/DISORDERLY	1			
DOMESTIC VIOLENCE	0			
GRAND THEFT AUTO	0			
GRAND THEFT AUTO (Recovery)	0			
FELONY THEFT	0			
MISDEMEANOR THEFT	1			
NARCOTICS	0			
SUSPICIOUS INCIDENT	1			
SUSPICIOUS PERSON	8			
SUSPICIOUS VEHICLE	5			
TRAFFIC RELATED	2			
TRESPASS	4			
OTHER	0			
TOTAL:	**32**			
AIRLINE RELATED				
DISTURBANCE AT GATE	1			
DISTURBANCE ON AIRCRAFT	0			
DISTURBANCE AT COUNTER	0			
IN-FLIGHT CRIME	0			
PASSENGER REMOVAL	0			
TOTAL:	**1**			
CONCOURSE/STERILE AREA				
DISTURBANCE - BAR/RESTAURANT	0			
GATE BREACH	0			
OFFICER STAND-BY AT GATE	1			
OTHER	0			
TOTAL:	**1**			
ARREST/CUSTODIAL				
FELONY	0			
JUVENILE	0			
MISDEMEANOR / NTA	4			
USE OF FORCE	0			
BAKER ACT	2			
MARCHMAN ACT	5			
TOTAL:	**11**			
TRAFFIC				
CRASH	5			
PARKING CITATION	10			
TRAFFIC CITATION	11			
WARNING	0			
VEHICLE TOW - CELL LOT	4			
VEHICLE TOW - OTHER	1			
TOTAL:	**31**			
SECURITY CHECKPOINT				
FIREARM	0			
WEAPON/OTHER	2			
ID VERIFICATION	8			
CHECKPOINT BREACH	0			
TOTAL:	**10**			

PATROLS	2026			
AOA/SIDA	91			
CONCOURSE	387			
FOOT (1ST, 2ND, 3RD FLOORS)	526			
GROUND TRANSPORTATION	241			
PERIMETER - INNER	72			
PERIMITER - EXTERIOR	42			
RIDE SHARE STAGING LOT	164			
ROADS/PARKING LOT	130			
SECURITY CHECKPOINT	362			
TACTICAL	0			
SPECIAL DETAIL	1			
SPECIAL EVENT	1			
TOTAL:	**2017**			
WEAPONS				
EXPLOSIVES	0			
FIREARM - RENTAL CAR	0			
FIREARM - BAGGAGE SCREEN	0			
FIREARM - PARTS	2			
OTHER	1			
TOTAL:	**3**			
LOST AND FOUND				
LOST AND FOUND - INQUIRIES	290			
LOST AND FOUND - LOGGED IN	100			
LOST AND FOUND - RETURNS	37			
PROPERTY/EVIDENCE INTAKE	1			
PROPERTY/EVIDENCE RETURNED	2			
TOTAL	**430**			
ASSISTANCE				
CUSTOMERS	299			
MOTORISTS	37			
IMMIGRATION	2			
TENANTS	28			
MEDICAL RUN	54			
OTHER	4			
TOTAL	**424**			
INSPECTIONS				
COMMERCIAL LANE	4			
SIDA GATES	201			
GROUND TRANSPORTATION	218			
OTHER	0			
TOTAL	**423**			

Capt. R Schm

SARASOTA MANATEE AIRPORT AUTHORITY
DEVELOPMENT/COMMUNITY RELATIONS & ACTIVITY REPORT
OCTOBER ACTIVITY 2026

SRQ AMBASSADORS

In October, the SRQ Ambassadors volunteered for 1,126 hours. This includes our new dog therapy program, which accounted for approximately 35 hours. Currently, we have 10 dog therapy handlers.

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 Product Officer: October 1-31, 2026

Oct.	2	Attended Regional AAM Task Force meeting
Oct.	5	Onsite meeting with Impact2Lead – Gary Campbell
		Teleconference with ACI NA Political Affairs Subcommittee
Oct.	8	Teleconference with FAC Finance Committee
		Attended Sarasota County Council of Governments Meeting
Oct.	9	Teleconference with Atkins-Realis regarding AAM
Oct.	12	Speaker: Mantee County Tourist Development Council meeting
Oct.	14	Teleconference with FAC Legal Affairs Committee
Oct.	15	Teleconference with Hill East Group – Federal Legislative Affairs
		Onsite meeting with Allegiant CEO, Greg Anderson
Oct.	16	Teleconference with FDOT Assistant Secretary Will Watts
Oct.	19-23	Attended World Routes – Frankfurt, Germany
Oct.	27	Attended EAA Groundbreaking Ceremony
		Provided on-camera interview with USF Hospitality Group
Oct.	30	Attended JANUS 2026 event at Tampa International Airport

SARASOTA MANATEE AIRPORT AUTHORITY
ENGINEERING, PLANNING & FACILITIES ACTIVITY REPORT
OCTOBER, 2026

- **QTA/Overflow Lot A Project**

  Final walk-through inspection was conducted Thursday July 16, 2026. Punch list was distributed and all items were completed. Project closeout is in process, Consultant PGAL/SMAA are reviewing as-constructed plan submittals, warranty letters and closeout documents. SMAA has full use of the parking lot.

- **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: Escalator and Terminal Carpet Replacement; Completed and out of warranty.
  - Work Package 2: Concourse B; Completed and out of warranty.
  - Work Package 3: Utility Corridor; Completed and out of warranty.
  - Work Package 5: Ground Boarding Facility; Completed and out of general warranty. Auto Doors, RR Stalls and Day Tank are still warranty items.
  - Work Package 6: Concourse B Improvements & Dedicated outside Air Systems (DOAS); contractor has completed installation of grease traps, new electrical room, DOAS, loop ceiling at Ticketing, Baggage Claim and Porte-cochère, and installation of B11 stairs.
  - Work Package 7: Fire Alarm Upgrades and Modifications. Completed and out of warranty.

- **General Aviation FIS (GAFIS) Project**

  The GAFIS project will design, permit, and construct a new General Aviation Federal Inspection Facility for CBP. The project will allow CBP to inspect GA aircraft through a facility in the North quad, allowing Southwest Airlines to continue to operate from Gate B8. Project was advertised for architectural/engineering qualifications, and the Board selected C&S Engineers. Staff advertised the project for bids, and the Authority Board approved Rycon Construction Company as the low responsive bidder at the November 2024 Board meeting. A preconstruction meeting occurred on January 16th, 2025, an NTP was issued February 10, 2025. Application of exterior stucco continues. The rooftop HVAC units were installed. CBP approved the installation of the wall security mesh system. Power interruption to RW 14 Instrument Landing System is completed, no issues. Low voltage wiring is being installed. The building keying scheme with U.S. Customs and Border protection security team was approved. Ramp connector TW K-1 first lift of asphalt paving was placed, SMAA ENG and EOR are reviewing the grades and test results. Permanent fencing along the north margin of TW Kilo was installed. FPL energized the primary power underground distribution system Thursday October 8,2026. Rycon provided an Operational Plan to install 2@24 strand single mode fiber optics cables for communication between the new facility and the existing facility in Concourse B. Installation is scheduled to begin Monday November 9, 2026, anticipated duration 1 week. SMAA, C&S and Rycon are working together to resolve issues with potential change orders and a recovery construction schedule.

- **Environmental Assessment**

  Project will conduct and environmental assessment (EA) for the future Concourse A expansion, parking garage, and bag claim expansion. Staff negotiated scope and fee, and project was approved. The draft pre-planning report has been prepared, submitted, and approved by the FAA. The formal EA has started and has an anticipated preliminary final EA in December 2026. The public, final EA, FONSI and NOA in February 2027, with the final administrative file record in March 2027.

- **Taxiway Alpha and Alpha Connectors**

  Project will reconstruct and rehabilitate Taxiway Alpha pavement and its connectors. Project will also construct two holding aprons for ADG I aircraft. Staff negotiated scope and fee with Kimley-Horn and Associates, and the project was approved by the Authority Board. A construction bid has been

recommended for approval by the Engineer of Record. FAA grants are in hand, and FDOT funding is imminent. This project is to be presented to the Authority Board for approval.

- **Runway 14-32 Service Road Realignment Construction Project - ROFA Improvements**
  Project will relocate the vehicle service road outside the Runway Object Free Area. Staff negotiated scope and fee with Garver, and the project was approved by the Authority. The design kickoff meeting was conducted August 26, 2025, project design is in process. 90% plans are complete. Engineer's Rough Order of Magnitude construction cost estimate is – Base Bid $540,000 to relocate the service road and Alternate Bid cost $140,000 for asphalt overlay of the existing service roadway to airfield perimeter gate 19s. Total construction cost estimate is $680,000; FAA has agreed to funding the construction. Inclusion of wildlife deterrent fencing will be added to the funding request. A staff review of 100% plans meeting was conducted. Consultant Garver submitted final plans and specifications for SMAA review. Notice to Bidders was posted 4/6/2026. The Prebid meeting was conducted 4/15/2026 with several attendees. Sealed bids were opened Friday May 8, 2026. E.O. Koch Construction Company was the apparent low bidder. The construction contract is in process.

- **Air Cargo Building 1 (Allegiant Modifications)**
  SMAA Purchasing and Warehouse have moved into Air Cargo Building 2. Allegiant has moved into the temporary space vacated by SMAA Purchasing. Notice to Proceed was issued to Stellar Development Company effective Monday July 13, 2026, construction duration is 150 consecutive calendar days. Completed items: Interior demolition, electrical demolition, plumbing demolition, plumbing rough-in, and fire alarm system demolition. Interior framing has started, a partial inspection by the county was conducted, partial framing passed. Exterior wall infills are complete and exterior door framing in ongoing. Scheduled construction completion date is Thursday December 10. 2026. Project contract duration is 65%. Contract Time 115/150 CCDs 77%, project is on schedule.

- **Air Cargo Building 2 (Vehicle Storage Building)**
  Construction on ACB2 is completed. All Punch List items are complete including yard cleanup, grading and placement of sod in selected areas. Consultant Stratus/SMAA ENG are reviewing as-constructed plans, warranty letters and closeout documents. SMAA Purchasing Department & Warehouse and tenants Dade GSE & WFS have moved into the building.

- **Tower Lot North (aka the Rideshare Lot or TNC Lot)**
  Design plans were submitted to Manatee County. A permit review meeting with the County was conducted Monday December 1, 2025, with minor issues of discussion. SMAA is waiting on county approval of the site plan. SWFWMD permit application was approved. Manatee County continues review of plan submittals, Manatee County provided comments, EOR responded Friday July 21, 2026. EOR estimates 30-days for County review. The County Planning Department had 5 minor comments, Consultant Aid will respond. SMAA provided application forms with updated owner signatures.

- **Emergency Operations and Public Safety Complex**
  Facility will be constructed to Risk Category IV emergency facility requirements with backup power. Staff negotiated a scope and fee with Mead & Hunt and SMAA approved at the July Special Board meeting. Project is partially funded with a Florida Emergency Management grant. The fee is currently being renegotiated to be in line with a smaller building footprint. The geotechnical tests, survey and photographing/Lidar was done on the existing ARFF. The 30% Schematic Design set was submitted on 10/07/2026 and SRQ has provided comments. Design team and SRQ both procured an Opinion of Probable Cost. At the moment the project is underfunded by approximately 1.75-2.75M. SRQ has given direction to design team to shrink the building footprint and switch from precast panels to CMU – this is anticipated to save approximately 1M.

- **3rd Floor Observation Deck Renovation**
  The Observation Deck was damaged by 2024 hurricane winds and is to be demolished. Remedial work to correct water damage and roof drainage will be addressed under the cost savings provided under the CMAR contract. It was determined by SRQ that the mechanical units overhead need to be replaced at an estimated cost of $800,000 to SRQ. Deangelis Diamond has an NTP and we had a site walk 10/28. The first deliverable will be 60% Design Development Set, date TBD by 11/06.

- **Inbound Baggage Claim Renovation**
  The baggage claim renovation will alter the current layout and provide (1) additional luggage carousel and extend the exterior canopy to provide an additional loading lane. The project scope

also encompasses reinforcing the existing structure and installing new HVAC components (RTU's + VAV's). Project kick-off meeting was 10/21 and NTP issued 11/01. GPR work will commence the week of 11/08 and the DP-1 electrical panel will be monitored for 30 days during peak holiday season to understand electrical requirements.

- **Glass Block Replacement Project**
  Sweet Sparkman Architects (SSA) was contracted to design the demolition of the existing glass block on the 2nd and 3rd floors and replace with a new curtain wall at exterior locations and add an access door from the 3rd floor roof to the 2nd floor roof. This project is complete.

- **2nd Floor SMAA Offices**
  Due to the vacancies created by departed concessions on the second-floor atrium, SMAA is renovating these spaces and relocating Human Resources and Finance to a new location. This scope of work will remove all remnant finishes from Dewars, Freshens, and Dunkin donuts and provide a clean, aesthetic look to our second-floor area pre-security. The Permit Set is currently with the AHJ and current schedule has AHJ comments returned on 11/15/2026.

- **3nd Floor Executive Office Refresh**
  Concept has been provided by Gresham Smith. The GMP and schedule are tied to the Observation Roof Refresh; Gresham will continue design work within the next several weeks.

PLANNING

- **2025 FDOT JACIP**
  Staff updated the FDOT JACIP for FY 2025-2029.

FACILITIES

- **ATCT:** Landscaping improvements. Fire system inspection and repairs. Fan coil fan replacement.

- **GRAPHICS:** Various informational and parking-related signs. Airfield signage. No smoking, no vaping signage. Safety signage. Emergency phone labels.

- **PUBLIC WORKS/AIRFIELD:** Seasonal mulching and fenceline clearing. Parking lot weeding. Front entrance planning and improvements. ACES 3 regulators ordered. Alpha power feed diagnostic.

- **MECHANICAL SYSTEMS:** The crew is doing PMC&S of BHS/Bridges. Crew is repairing drive system for B3.

- **TRADES MECHANICS:** Many plumbing calls. Door repairs. Administrative breakroom repairs and redesign. Furniture moving. Seating design moves and repairs. Charging station design/build.

- **HVAC:** Facilities fleet garage HVAC commissioning units underway. Multiple calls related to bridge mounted and ground mounted PC air units. Received new PCAir units, installed on bridges B1,3,5. Repair of waterfall completed.

- **ELECTRICAL/ELECTRONIC SYSTEMS:** Multiple cameras installed and repaired. Multiple generator tests and corrections made. Informational screens (7) mounted and installed. Thermographic inspection of entire facility completed and passed with zero defects.

- **VEHICLE FLEET:** Several vehicle repairs and PMC&S. Multiple shuttle bus repairs in preparation for season. One shuttle bus returned from dealership over warranty issues. One employee passed first phase of Oshkosh fire truck training. K9 vehicle fuel system rebuilt and tested.

- **JANITORIAL:** Owens is working with our staff to learn proper floor cleaning procedures. Process is working well. Anticipate hand-off in FY27. Fuel storage tanks inspected for county. Transitioning some floor staff to other duties with great success.

TOTAL WORK ORDERS: 538

VEHICLE MAINTENANCE/EQUIPMENT REPAIR – 27 PMs, 39 work orders.

SIGN/CAD – 11 PMs, 36 work orders.

AIRSIDE (Airfield) - 5 PMs, 2 work orders.

LANDSIDE (Landscape, Equip Operators, Public Works) – 43 PMs, 15 work orders.

INDUSTRIAL TRADES – 153 PMs, 207 work orders.

SARASOTA MANATEE AIRPORT AUTHORITY
INTERNAL AUDIT/RECORDS RETENTION DEPARTMENT AND INVESTMENT COMPLIANCE REPORT
NOVEMBER 2026

The following is a recap of Internal Audit Department projects and activities during October 2026:

Accounting & Auditing: The end of the fiscal year on 9/30/26 allowed for preparation to begin of analyses that will be used by the external audit team that is scheduled to be on-site the first week of December to conduct an audit of the Authority's FY 2026 financial statements.

Monthly Investment Activity Compliance Report: There were no investment purchases, sales, or maturities during October 2026. There is temporary non-compliance with the Authority's investment policy relative to portfolio diversification. The policy caps near-cash investments, defined in the policy to include LGIPs, at 75% of the total portfolio. The portfolio, by that definition, was 100% near-cash at 10/31/2026,

Risk Management: Continuing to work with FEMA and FDEM to wind up public assistance received following Hurricane Milton.

Coordinated fuel storage tank inspections for terminal generator tanks and Menzies fuel farm.

Working with liability insurance carrier and legal counsel on a rotating batch of injury claims filed against the Authority, most of which involve passengers who have fallen somewhere on airport premises.

Civil Rights Compliance Activities: Continued work on updating DBE and ACDBE programs to comply with significant regulatory changes effective in 2024 and 2025, as well as Title VI Plan which is due for an update effective 12/1/2026.

Records Requests: The Records Department received and processed 44 external/public record requests and 2 internal record requests during October.

Records Management: The Records Department received and processed 9 central file records and 9 boxes of paper records in the records inventory software system and the Laserfiche ECM. Thirty-five bags of paper documents equaling 26.25 cubic feet were shredded internally after having met retention requirements or becoming no longer of administrative value.

Continuing Education: During October, the Department attended IT security training and the Records Retention Coordinator (RRC) attended ARMA InfoCon.

SARASOTA MANATEE AIRPORT AUTHORITY

INFORMATION TECHNOLOGY DEPARTMENT

October 2026

System upgrades and implementation:

- Evaluation to determine redundancy and environmental needs for Network Operation
- Centers including upgrade to SMAA electrical vault for network infrastructure- in progress
- Additional fiber installation planned for Terminal and Concourse- In progress.
- Need fiber repaired for SM fiber between TC15 and TC16 and EOC
- Fiber repair on Manatee lot
- Security Awareness online training- Renewed/ Ongoing.
- Anti-phishing solution to improve email security – monitoring.
- Upgrade Firewalls and core switches- Ongoing

Common Use:

- Working with airlines on continual support for Ticket/Gate operations- ongoing
- Upgrade Ticket Counter CUPPS PCs-Complete
- Upgrade Concourse B CUPPS PCs- in progress
- Evaluation of CUSS Kiosks- in progress

Phone System:

- Mitel phone review- Evaluation of phone system survivability and conference room use.
- Evaluation with Facilities and Engineering to determine replacement for existing copper analog wiring- in progress

SRQ Web Page:

- Department pages- Each department is responsible for identifying any necessary page updates- MarCom department will be supporting the web page

IT Assessment

- Ongoing: Updating policies and procedures for NIST, CJIS and CIS frameworks.
- Developing AI policy and training scheduled for November

Training:

- Network +\ MCP Certification- In progress
- CCNA Certification- Complete
- MCA Training- In progress
- MCE Training- Recertification Complete
- CJIS Training- Annual
- CISSP Training- Complete

Project Coordination:

- Conversion to digital record with Internal Audit- working with Purchasing and Internal
- Audit for scanning of documents - Evaluate migration to Laserfiche Cloud
- Distributed Antenna System (DAS) install by Crown Castle- investigating T-Mobile
- Airport Wide WIFI system upgrades- New APs and equipment upgrades- in progress.
- Expansion of SMAA WIFI throughout Concourse A and B- in progress
- Migrate on-premises file shares to cloud providers to improve accessibility, availability and resiliency- in progress
- Migration from existing Financial software to new ERP platforms- in progress
- Migration from existing Payroll solution to a new HCM platform- planned for Fall 2026