



**LEE COUNTY PORT AUTHORITY
AIRPORTS SPECIAL MANAGEMENT COMMITTEE**

MEETING AGENDA

1:30 PM

June 11, 2019

**Training and Conference Center
Southwest Florida International Airport**

Pledge of Allegiance

Public Comment on Consent and Administrative Agenda

Executive Director Recognitions

Consent Agenda

Administrative Agenda

Port Attorney Items

Airports Special Management Committee Items

Adjourn

CONSENT AGENDA**ADMINISTRATION – Ben Siegel**

1. Request Committee approve the minutes of the May 21, 2019 Airports Special Management Committee (ASMC) meeting.

Term:

N/A

Funding Source:

N/A

2. Request the Board approve (1) the FY 2019-20 Lee County Port Authority Budget, (2) the Rates & Fees pursuant to the Airline-Airport Use and Lease Agreement for Southwest Florida International Airport, (3) the FY 2019-20 Compensation Plan, (4) the Page Field Rates and Fees for FY 2019-20, (5) an average 4% merit for all non-union employees and (6) the authorization for the Executive Director or his designee to make inter-fund transfers during the year, as necessary, to maintain proper cash flow. Staff requests tentative approval subject to Public Hearings and final Board approval during the month of September.

Term:

October 1, 2019 – September 30, 2020

Funding Source:

N/A

3. Request Board approve a “First Amendment to Lease of Portion of Parking Lot at Southwest Florida International Airport” with Gartner, Inc.

Term:

through February 28, 2022

Funding Source:

n/a

4. Request Board approve a First Amendment to “Land Lease for Construction of Corporate Hangar Building at Page Field General Aviation Airport” with Keystone Development Group, Inc.

Term:

20 years, plus two 5-year extension options

Funding Source:

n/a

CONSENT AGENDA – Continued**AVIATION – Gary Duncan**

5. Request Board award RFB 19-12, Operation, Management and Maintenance of a Rental Car Fueling System at Southwest Florida International Airport to Swissport Fueling, Inc., the lowest, responsive and responsible bidder.

Term:

October 1, 2019 – September 30, 2023

Funding Source:

General Operating Revenues collected during the normal operations of the SWFIA, Account WJ5422941200.503490, Other Contracted Services, contingent upon approval of associated annual operating budget.

6. Request Board approve a First Amendment and Extension to Service Provider Agreement for Elevator and Escalator Maintenance and Repair at Southwest Florida International Airport, with KONE, Inc., extending the initial term of Contract No. 7511 for a combined additional four (4) years as provided for in the original Agreement.

Term:

October 1, 2019 to September 30, 2023

Funding Source:

General Operating Revenues collected during the normal operation of RSW, Account WJ5422941200.503490, Other Contracted Services, contingent upon approval of associated annual operating budgets.

7. Request Board approve, after-the-fact, total project costs exceeding Board approved On-Call General Repair and Maintenance and Project Services, limited to \$300,000.00, for the Concourse-D restrooms renovation project in the amount of \$170,559.25.

Term:

June 1, 2018 to May 31, 2021

Funding Source:

General Operating Revenues collected during the normal operation of the SWFIA, Account WJ5422941200.503490, Other Contracted Services, contingent upon approval of associated annual operating budgets.

DEVELOPMENT – Mark Fisher

8. Request Board approve a federal grant (Other Transaction Agreement - OTA) between the United States of America, as represented by the Transportation Security Administration (TSA), and the Lee County Port Authority for \$3,249,358.02 to partially reimburse the Port Authority for costs related to the baggage handling system for the Midfield Terminal Complex.

Term:

N/A

Funding Source:

N/A

CONSENT AGENDA – Continued

DEVELOPMENT – Mark Fisher

9. Request Board 1) approve a contract amendment with Kimley-Horn for the design of Interim Security Checkpoint Improvements at RSW; and 2) approve a Total Project Budget in the amount of \$1,727,652.

Term:

N/A

Funding Source:

Net revenues from the normal operation of the Airport. Account No 20861041234.506540.30

10. Approve Letter of Release from the Federal Aviation Administration for parcels of land within Southwest Florida International Airport’s inventory, commonly referred to as the “Commerce Lakes Parcel”.

Term:

N/A

Funding Source:

N/A

PORT ATTORNEY – Greg Hagen

11. Request Board award RFB #19-03, Sale of Surplus Real Property – Commerce Lakes Drive Parcel to 1227 Holdings, LLC, the sole bidder, in the amount of \$2,050,000.00 and recommend the Board of County Commissioners authorize the Chair or Vice-Chair to execute a real estate sales agreement and all necessary closing documents.

Term:

N/A

Funding Source:

N/A

ADMINISTRATIVE AGENDA

DEVELOPMENT – Mark Fisher

12. Request Board accept presentation/information regarding the RSW Terminal Expansion Concessions Program.

Term:

N/A

Funding Source:

N/A

COMMENTS FROM THE CHAIR OF THE ASMC

PORT ATTORNEY ITEMS

ADJOURN

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

- | | |
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| <p>1. REQUESTED MOTION/PURPOSE: Request Committee approve the minutes of the May 21, 2019 Airports Special Management Committee (ASMC) meeting.</p> <p>2. FUNDING SOURCE: N/A</p> <p>3. TERM: N/A</p> <p>4. WHAT ACTION ACCOMPLISHES: Approves Minutes for May 21, 2019 ASMC meeting pursuant to Florida Statute §286.011 and LCPA Policy.</p> | <p>5. CATEGORY: 1.
Consent Agenda</p> <hr/> <p>6. ASMC MEETING DATE: 6/11/2019</p> <p>7. BoPC MEETING DATE: N/A</p> |
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| <p>8. AGENDA:</p> <p><input type="checkbox"/> CEREMONIAL/PUBLIC PRESENTATION</p> <p><input checked="" type="checkbox"/> CONSENT</p> <p><input type="checkbox"/> ADMINISTRATIVE</p> | <p>9. REQUESTOR OF INFORMATION:
(ALL REQUESTS)</p> <p>NAME <u>Ben Siegel</u></p> <p>DIV. <u>Administration</u></p> |
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10. BACKGROUND:

Attachment:
ASMC Meeting Minutes - 5/21/2019 - Draft

11. RECOMMENDED APPROVAL

DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR
<i>Benjamin R. Siegel</i>	<i>Victoria B. Moreland</i>	<i>N/A</i>	<i>Brian W. McGonagle</i>	<i>Gregory B. Hagen</i>	<i>Jeffrey A. Mulder</i>

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| <p>12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:</p> <p>APPROVED
APPROVED as AMENDED
DENIED
OTHER</p> | <p>13. PORT AUTHORITY ACTION:</p> <p>APPROVED
APPROVED as AMENDED
DENIED
DEFERRED to
OTHER</p> |
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MINUTES

AIRPORTS SPECIAL MANAGEMENT COMMITTEE MEETING

MAY 21, 2019

A meeting of the Airports Special Management Committee (ASMC) was held this date, May 21, 2019, in the Training and Conference Center at Southwest Florida International Airport, with the following members present:

Randy Krise (Chair)
Robbie Roepstorff (Vice-Chair)
Noel Andress
John Goodrich
Fran Myers
Scott Cameron

Committee member Dana Carr was absent for the entire meeting.

Randy Krise called the meeting to order at 1:30 p.m. followed by the Pledge of Allegiance.

On file (electronically) in the Communications and Marketing Office: Monthly Project Summary Reports for May and the Procurement Status Report for May.

EXECUTIVE DIRECTOR RECOGNITIONS:

The details of the recognitions are contained in the Executive Director Employee Achievement Remarks (Copy on file, electronically, in the Communications & Marketing Department at the Lee County Port Authority).

Public Comment on Consent or Administrative Agenda Items: No public comments on the Consent or Administrative agenda.

The following are Consent Agenda items pulled for discussion:

Randy Krise (Chair)	None
Robbie Roepstorff (Vice-Chair)	None
Noel Andress	None
John Goodrich	None
Fran Myers	None
Scott Cameron	None

CONSENT AGENDA - A motion to approve the Consent agenda was made by Noel Address, seconded by Fran Myers, called and carried with Committee member Dana Carr absent (6-0).

CONSENT AGENDA ITEMS

ADMINISTRATION

1. Request Committee approve the minutes of the February 19, 2019 Airports Special Management Committee (ASMC) meeting.
Term:
N/A
Funding Source:
N/A
2. Request Committee approve the minutes of the April 16, 2019 Airports Special Management Committee (ASMC) meeting.
Term:
N/A
Funding Source:
N/A
3. Request Board approve an “Off-Airport Parking Company Airport Use Permit Agreement” with Picoger LLC.
Term:
month-to-month beginning September 1, 2019
Funding Source:
n/a
4. Request Board approve a Second Amendment to “Airline-Airport Use and Lease Agreement” with Delta Air Lines, Inc.
Term:
October 1, 2008, to September 30, 2021
Funding Source:
n/a
5. Request Board approve a “Permit Agreement for Landside Ground Service at Southwest Florida International Airport” with Luggage Express RSW, LLC.
Term:
month-to-month, beginning April 1, 2019
Funding Source:
n/a
6. Request Board approve a “Lease of Terminal Space at Southwest Florida International Airport” with MN Airlines, LLC.
Term:
month-to-month, beginning May 1, 2019
Funding Source:
n/a

ADMINISTRATIVE AGENDA ITEMS

DEVELOPMENT

7. Informational update on the RSW Terminal Expansion design (60%).

Term:

n/a

Funding Source:

n/a

Jeff Mulder, executive director, presented an update on the RSW Expansion Project (On File). He also introduced the design team. Darin Larson – Vice President & Senior Operations Director - Intermodal - North America/Project Manager – Atkins; Ron Reitz, Principal, SchenkelShultz; and Cathy Roche, Principal – SchenkelShultz.

There were numerous questions from the ASMC members during and after the presentation, all of which were answered satisfactorily by Mr. Mulder. Inquiries included tile design elements, colors and installation; the hurricane rating of the glass and glazing used for cooling; glare study for pilots; meeting target dates; mining impacts on the tile and other design elements; number of TSA walk-through X-ray machines; the amount of work needed to go from 14 lanes to 18 lanes; Customs & Border Protection facilities for general aviation; incorporating shell designs into the new flooring; and if the new expansion areas would be representative of Southwest Florida.

Samples of tile, flooring, carpeting, glass, paint and design elements were available for the ASMC members. Cathy Roche from SchenkelShultz gave a brief description of the samples and answered some questions about materials from the ASMC members.

EXECUTIVE DIRECTOR ITEMS

Items of interest are contained in the Executive Director Remarks dated May 21, 2019 (copy on file, electronically, in the Communications & Marketing Department at the Lee County Port Authority).

Fran Myers asked about Mr. Mulder attending a meeting about noise at the Fort Myers Beach City Council. Mr. Mulder stated that is was slated for later in the month.

PORT ATTORNEY ITEMS

No items offered by Senior Assistant Port Authority Attorney Gregory S. Hagen.

AIRPORTS SPECIAL MANAGEMENT COMMITTEE ITEMS

Randy Krise, chair, commented on the success of the airports and the unmatched economic benefit they have on the region.

Robbie Roepstorff, vice chair, commended Mr. Mulder on his recent AAAE award

ADJOURN

A motion to adjourn the meeting was made by John Goodrich, seconded by Scott Cameron, called and carried. The Chair adjourned the meeting at 2:18 p.m.

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Request the Board approve (1) the FY 2019-20 Lee County Port Authority Budget, (2) the Rates & Fees pursuant to the Airline-Airport Use and Lease Agreement for Southwest Florida International Airport, (3) the FY 2019-20 Compensation Plan, (4) the Page Field Rates and Fees for FY 2019-20, (5) an average 4% merit for all non-union employees and (6) the authorization for the Executive Director or his designee to make inter-fund transfers during the year, as necessary, to maintain proper cash flow. Staff requests tentative approval subject to Public Hearings and final Board approval during the month of September.
2. **FUNDING SOURCE:** N/A
3. **TERM:** October 1, 2019 – September 30, 2020
4. **WHAT ACTION ACCOMPLISHES:** Tentatively approves the FY 2019-20 Port Authority Budget

5. **CATEGORY:** 2.
Consent Agenda

6. **ASMC MEETING DATE:** 6/11/2019

7. **BoPC MEETING DATE:** 6/27/2019

8. **AGENDA:**

- CEREMONIAL/PUBLIC PRESENTATION
- CONSENT
- ADMINISTRATIVE

9. **REQUESTOR OF INFORMATION:**

(ALL REQUESTS)

NAME Ben Siegel

DIV. Administration

10. **BACKGROUND:**

The Proposed Fiscal Year 2019-2020 Annual Budget for the Lee County Port Authority (all funds) totals \$403,526,490; an increase of \$77,210,145 or 23.66% over the current year's Approved Budget. The increase is primarily due to planned capital spending next fiscal year and increases in operating expenses as described below. The attached Exhibit A is a summary of all Lee County Port Authority Fiscal Year 2019-20 Proposed Funds.

The total Proposed RSW Airport Operating Budget, (See Exhibit B), including all required inter-fund transfers, is \$130,663,248; an increase of \$5,179,626 or 4.13%. The total operating expenses are \$37,249,045; an increase of \$1,346,098 or 3.75%. The increases were primarily due to increases in operating capital purchases, parking lot management, contracted services and indirect cost allocations. The total personnel expenses are \$36,324,657; an increase of \$1,798,165 or 5.21%. Increases can be attributed to an average budgeted 4% salary increase per employee to be managed utilizing a merit-based evaluation system with a scale of 0% - 5%. The increased expense for salary and merit scale is in response to a challenging workforce marketplace and our goal of positioning ourselves to better recruit for vacant positions. We plan to conduct a market salary survey for LCPA positions for the 2020 budget year. The last market survey was conducted in 2015. Other increases in personnel expenses include 4 new full-time positions and 3 new part-time

11. **RECOMMENDED APPROVAL**

DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR
<i>Benjamin R. Siegel</i>	<i>Victoria B. Moreland</i>	<i>N/A</i>	<i>Brian W. McGonagle</i>	<i>Gregory B. Hagen</i>	<i>Jeffrey A. Mulder</i>

12. **SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:**

- APPROVED
APPROVED as AMENDED
DENIED
OTHER

13. **PORT AUTHORITY ACTION:**

- APPROVED
APPROVED as AMENDED
DENIED
DEFERRED to
OTHER

Background (continued)

positions; an increase in the Airport's contribution rate to the Florida Retirement System (FRS) and an increase in the employer's share of employee health costs.

Total non-signatory airline revenues are projected to be \$69,015,783; an increase of \$831,934 or 1.22%. Projected revenue increases include such categories as rental cars, parking lot, investment income and terminal concessions. The proposed operating budget as described above and supported by the exhibits and worksheets attached was presented to Airport and Airline Affairs Committee (AAAC) on May 23, 2019 for consultation. The AAAC supports the proposed operating budget.

The attached Exhibit B summarizes the major expenditures and revenues within the Airport Operating Fund compared with the current year's budget.

The proposed rates below were calculated with the assumption of a 9.57% increase in passengers and a 8.72% increase in landed weight when compared to the FY 2018-19 Approved Budget. When compared to the current years forecast, passengers are up slightly at 1.5% while landed weight is up 2% over this year's forecast. The projected total passengers and landed weight for next fiscal year are 9,878,331 and 5,530,943 respectively. The following tables illustrate our projections:

	Approved Budget 2018-19	Proposed Budget 2019-20	Variance Over (Under)	%
Total Passengers	9,015,849	9,878,331	862,482	9.57%
Total Landed Weight	5,087,416	5,530,943	443,527	8.72%

Below is a table comparing the FY 2018-19 approved rates, and the FY 2019-20 proposed rates:

	Approved Budget 2018-19	Proposed Budget 2019-20	Variance Over (Under)	%
Landing Fee	\$2.58	\$2.49	\$(.09)	(3.49%)
Terminal Rental Rate	\$106.13	\$110.54	\$4.41	4.16%
Cost Per Enplanement	\$7.44	\$6.62	\$(.82)	(11.02%)

The Lee County Port Authority's Capital Project Budget reflects the costs related to certain capital projects for both the International Airport and Page Field. Ongoing projects in Fiscal Year 2019-20 include the continued design of the terminal expansion project, replacement of the passenger boarding bridges and construction of the Air Traffic Control Tower. Ongoing capital projects at Page Field include conceptual design of the southeast hangars & ramp project.

PAGE FIELD

The total proposed budget for Page Field is \$28,991,754; a decrease of (\$5,318,845) or (15.50%). The decrease is primarily due to less capital spending on projects which the recent completion of the multi-use hangar.

Overall, total gallons of fuel sold are projected to be over 1.7 million, which is 3.10% over the FY 2018-19 approved budget. Overall total operating expenses were up by \$455,648 or by 5.71%, primarily due to a projected increase in cost and volume of fuel (inventory) purchased and one-time maintenance projects. Total personnel expenses are \$3,445,672, an increase of \$209,129 or 6.46%. The increase can be attributed to merit and retirement costs. In July 2018, there was a market adjustment for line service and customer service agents. Total operating revenues are projected to be \$12,283,665, an increase of 8.94%. The increases are in rental income (land, building and hangar), rental cars, fuel sales and investment income.

The attached Exhibit D summarizes the major expenditures and revenues within the Page Field Funds compared with the current year's budget.

Also attached is the Page Field Rates and Fees document, which is updated each year. Proposed changes to the document this year include an increase in the multi-storage hangar monthly rent, added "L" ramp to inventory of tie-down ramps and an increase in the monthly itinerant ramp fee.

Background (continued)

Attachments:

1. Greensheet Backup – Exhibit A
 2. Greensheet Backup – Exhibit B
 3. Greensheet Backup – Exhibit C
 4. Greensheet Backup – Exhibit D
 5. FY 2019-20 Proposed Budget
 6. FY 2019-20 Proposed Rates & Fees
 7. FY 2019-20 Compensation Plan
 8. FY 2019-20 Page Field Rates & Fees
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EXHIBIT A

**LEE COUNTY PORT AUTHORITY
FY 2019/20 PROPOSED BUDGET
ALL FUNDS SUMMARY**

	FY 18/19 APPROVED BUDGET	FY 19/20 PROPOSED BUDGET	VARIANCE Over (Under)	PERCENT Over (Under)
APPROPRIATIONS				
41200 - Airport Operating	125,483,622	130,663,248	5,179,626	4.13%
41201 - Self-Insurance Fund	203,138	205,262	2,124	1.05%
41203 - Page Field Operating	20,390,854	21,269,601	878,747	4.31%
41206 - Port Authority Donation Police K9	141,685	124,302	(17,383)	-12.27%
41209 - Port Authority Grant Capital Repayment	172,896	175,130	2,234	1.29%
41210 - Reserve and Replacement Fund	507,791	512,950	5,159	1.02%
41231 - LCPA Discretionary	39,744,197	47,964,842	8,220,645	20.68%
41234 - RSW Construction	118,216,518	191,744,686	73,528,168	62.20%
41238 - Page Field Construction	13,919,745	7,722,153	(6,197,592)	-44.52%
41250 - Passenger Facility Charge	19,999,999	21,402,463	1,402,464	7.01%
41251 - PFC Capital Fund	35,027,408	37,482,861	2,455,453	7.01%
41255 - Rental Car Facility Charge	569,875	9,593,753	9,023,878	1583.48%
41271 - Debt Service Reserves	26,330,779	26,481,453	150,674	0.57%
41273 - Revenue Refunding Bonds 2010	13,561,608	13,613,433	51,825	0.38%
41275 - Revenue Refunding Bonds 2011	9,539,411	9,568,415	29,004	0.30%
41276 - Revenue Refunding Bonds 2015	1,821,220	1,822,644	1,424	0.08%
41290 - Rebate Fund	10,101	10,125	24	0.24%
Sub Total	425,640,847	520,357,321	94,716,474	22.25%
(Less: Transfers)	(99,324,502)	(116,830,831)	(17,506,329)	-17.63%
TOTAL APPROPRIATIONS	<u>\$326,316,345</u>	<u>\$403,526,490</u>	<u>\$77,210,145</u>	<u>23.66%</u>
OPERATING				
Operating Expenditures	\$85,400,046	\$89,389,671	\$3,989,625	4.67%
Participating Airline Rebates	4,750,954	4,998,741	247,787	5.22%
Subtotal Operating	90,151,000	94,388,412	4,237,412	4.70%
CAPITAL				
Capital Construction	76,549,312	143,766,146	67,216,834	87.81%
DEBT SERVICE				
Arbitrage Rebate	10,000	10,000	0	0.00%
Misc. Financial Services	1,750	1,785	35	2.00%
Principal Payment	11,682,697	12,313,548	630,851	5.40%
Interest Payment	13,386,060	12,759,829	(626,231)	-4.68%
Debt Service Reserves	26,063,255	25,963,235	(100,020)	-0.38%
Subtotal Debt Service	51,143,762	51,048,397	(95,365)	-0.19%
Airport Reserves	108,472,271	114,323,535	5,851,264	5.39%
TOTAL ALL FUNDS	<u>\$326,316,345</u>	<u>\$403,526,490</u>	<u>\$77,210,145</u>	<u>23.66%</u>

EXHIBIT B

**Lee County Port Authority
FY 2019/20 Proposed Budget
Airport Operating Fund**

	FY 18/19 APPROVED BUDGET	FY 19/20 PROPOSED BUDGET	Variance Over (Under)	Percent Over (Under)
<u>Operating Expenses:</u>				
Contractual Services, Materials & Supplies	\$ 23,775,305	\$ 24,384,564	\$ 609,259	2.56%
Utilities	4,476,836	4,550,937	74,101	1.66%
Repairs & Maintenance	2,623,163	2,580,354	(42,809)	-1.63%
Insurance	1,601,698	1,650,726	49,028	3.06%
Capital	1,185,400	1,785,949	600,549	50.66%
Other (Indirect Costs, Education, & other misc increases/decreases)	2,240,545	2,296,515	55,970	2.50%
Total Operating	35,902,947	37,249,045	1,346,098	3.75%
<u>Personnel Expenses:</u>				
Salaries & Wages	22,865,003	23,910,609	1,045,606	4.57%
Employee Benefits	11,661,489	12,414,048	752,559	6.45%
Total Personnel	34,526,492	36,324,657	1,798,165	5.21%
<u>Other Non-Operating Expenses:</u>				
Airline Rebate/Revenue Sharing	4,750,954	4,998,741	247,787	5.22%
Interfund Transfers	32,695,869	33,697,379	1,001,510	3.06%
Reserves	17,607,360	18,393,426	786,066	4.46%
Total Other Non-Operating	55,054,183	57,089,546	2,035,363	3.70%
TOTAL EXPENSES	\$ 125,483,622	\$ 130,663,248	\$ 5,179,626	4.13%
<u>Non-Signatory Airline Revenues:</u>				
Advertising	\$ 711,209	\$ 852,396	\$ 141,187	19.85%
Airport Facility Charge	2,761,513	1,504,190	(1,257,323)	-45.53%
Apron Use Charge	491,281	397,609	(93,672)	-19.07%
Rental Car Ground Rents	1,338,926	1,389,198	50,272	3.75%
Cargo Revenues	523,263	606,258	82,995	15.86%
Catering	306,319	335,145	28,826	9.41%
Concessions	3,327,438	3,569,349	241,911	7.27%
Employee Parking	430,757	435,842	5,085	1.18%
Equipment Use Charge	1,012,028	700,213	(311,815)	-30.81%
Facility Use Charge	2,387,198	1,344,432	(1,042,766)	-43.68%
Fuel Systems	2,575,185	2,594,378	19,193	0.75%
Ground Transportation	803,052	959,499	156,447	19.48%
Investment Income	295,578	687,257	391,679	132.51%
Land Rent & Building Rent RAC	2,680,607	2,895,571	214,964	8.02%
Non Signatory Landing Fees	2,689,170	1,560,835	(1,128,335)	-41.96%
Other (Cell Phone Tower, K9 and LEO reimbursement)	1,571,212	1,381,558	(189,654)	-12.07%
Parking Lot	17,079,258	18,489,952	1,410,694	8.26%
Privilege Fees	1,145,538	1,234,407	88,869	7.76%
Rental Cars (On & Off Airport)	20,510,631	22,115,090	1,604,459	7.82%
Restaurants	3,730,448	4,061,367	330,919	8.87%
Terminal Rents	1,813,238	1,901,237	87,999	4.85%
Total Non-Signatory Airline	68,183,849	69,015,783	831,934	1.22%
Signatory Airline Revenues	31,761,616	34,933,579	3,171,963	9.99%
Total Operating Revenues	99,945,465	103,949,362	4,003,897	4.01%
<u>Non-Operating Revenues</u>				
Fund Balance	16,509,205	17,579,172	1,069,967	6.48%
Interfund Transfer	9,028,952	9,134,714	105,762	1.17%
Total Non-Operating	25,538,157	26,713,886	1,175,729	4.60%
TOTAL REVENUES	\$ 125,483,622	\$ 130,663,248	\$ 5,179,626	4.13%

EXHIBIT C

**Lee County Port Authority
FY 2019/20 Proposed Budget
Southwest Florida International Airport
Comparative Budgetary Analysis**

	FY 18/19 APPROVED BUDGET	FY 19/20 PROPOSED BUDGET	FY 2019/20 Proposed Budget vs. 2018/19 %
Total Passengers	9,015,819	9,878,331	9.57%
Total Landed Weight	5,087,416	5,530,943	8.72%
Terminal Rental Revenue	\$ 6,621,150	\$ 7,373,189	11.36%
Gate Area Revenue	6,286,611	6,547,837	4.16%
Baggage Area Charges	6,436,785	6,704,251	4.16%
Landing Fee Revenue	13,125,534	13,772,049	4.93%
Apron Fee Revenue	2,198,389	2,176,272	-1.01%
Revenues:			
Airline User Fees	\$ 35,117,472	\$ 36,946,358	5.21%
Non Signatory Revenue	66,681,764	69,589,800	4.36%
Passenger Facility Charges	3,363,931	3,426,982	1.87%
Total Revenue	\$ 105,163,167	\$ 109,963,140	4.56%
Expenses:			
Personnel	\$ 34,526,492	\$ 36,324,657	5.21%
Operating	34,717,547	35,463,096	2.15%
Capital	1,185,400	1,785,949	50.66%
Total Expenses	\$ 70,429,439	\$ 73,573,702	4.46%
Net Revenue	\$ 34,733,728	\$ 36,389,438	4.77%
Less Total Debt Service	\$ 24,686,254	\$ 24,687,379	0.00%
Net Funds Remaining	\$ 10,047,474	\$ 11,702,059	16.47%
Less Working Capital Reserve	114,485	196,516	71.65%
Less Project Amortization	1,698,804	1,440,090	-15.23%
Net Funds Remaining after Adjustments	\$ 8,234,185	\$ 10,065,452	22.24%
LCPA Share 60% (Rebate/Sharing)	\$ 4,940,511	\$ 6,039,271	22.24%
Airline Share 40% (Rebate/Sharing)	\$ 3,293,674	\$ 4,026,181	22.24%
Rates:			
Landing Fee	\$ 2.58	\$ 2.49	-3.49%
Terminal Rental Rate	\$ 106.13	\$ 110.54	4.16%
Apron Fee Per Gate	\$ 129,317	\$ 128,016	-1.01%
Average Cost Per Enplanement	\$ 7.44	\$ 6.62	-11.02%

EXHIBIT D

**Lee County Port Authority
FY 2019/20 Proposed Budget
Page Field Funds**

	FY 18/19 APPROVED BUDGET	FY 19/20 PROPOSED BUDGET	Variance Over (Under)	Percent Over (Under)
<u>Operating Expenses</u>				
Professional Services, Materials & Supplies	\$ 1,110,456	\$ 1,134,757	24,301	2.19%
Inventory Purchases	5,675,043	6,070,807	395,764	6.97%
Utilities	457,873	423,044	(34,829)	-7.61%
Repairs & Maintenance	409,346	480,127	70,781	17.29%
Insurance	102,111	100,067	(2,044)	-2.00%
Other (Promotions, Reference Materials & misc increases/decreases)	230,025	231,700	1,675	0.73%
Total Operating	7,984,854	8,440,502	455,648	5.71%
<u>Personnel Expenses</u>				
Salaries & Wages	2,135,597	2,272,899	137,302	6.43%
Employee Benefits	1,100,946	1,172,773	71,827	6.52%
Total Personnel	3,236,543	3,445,672	209,129	6.46%
<u>Non-Operating Expenses</u>				
Capital	10,880,639	4,641,538	(6,239,101)	-57.34%
Interfund Transfers	4,750,000	4,750,000	-	0.00%
Reserves	7,458,563	7,714,042	255,479	3.43%
Total Non-Operating Expenses	23,089,202	17,105,580	(5,983,622)	-25.92%
TOTAL EXPENSES	\$ 34,310,599	\$ 28,991,754	\$ (5,318,845)	-15.50%
<u>Operating Revenues</u>				
Fuel Sales (Jet A, Av Gas and Self Serve)	\$ 7,719,803	\$ 8,220,461	\$ 500,658	6.49%
Investment Income	100,824	192,442	91,618	90.87%
Rental Cars and Misc Revenues	177,969	344,029	166,060	93.31%
Rental Income	3,012,057	3,263,224	251,167	8.34%
Retail/Concessions	65,225	53,280	(11,945)	-18.31%
Tie Down/Ramp Fees	199,817	210,229	10,412	5.21%
Total Operating Revenues	11,275,695	12,283,665	1,007,970	8.94%
<u>Non-Operating Revenues</u>				
Fund Balance	9,609,904	9,658,089	48,185	0.50%
Grants (Federal and State)	5,675,000	1,050,000	(4,625,000)	-81.50%
Interfund Transfer	7,750,000	6,000,000	(1,750,000)	-22.58%
Total Non-Operating Revenues	23,034,904	16,708,089	(6,326,815)	-27.47%
TOTAL REVENUES	\$ 34,310,599	\$ 28,991,754	\$ (5,318,845)	-15.50%

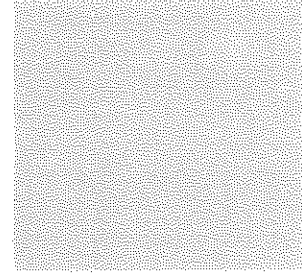
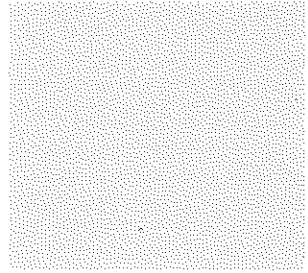
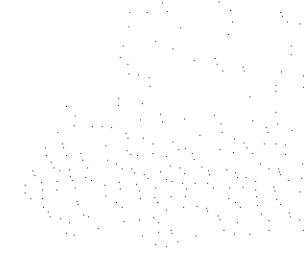
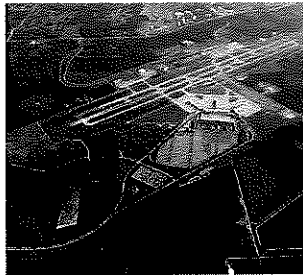
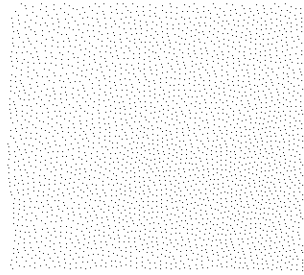
 **DRAFT**



Lee County Port Authority

Proposed Budget

Southwest Florida International Airport | Page Field



Fiscal Year 2019-2020

 **DRAFT**

LEE COUNTY PORT AUTHORITY
ADOPTED BUDGET FISCAL YEAR 2019/2020

TABLE OF CONTENTS

	<u>Page</u>
A. Budget Message.....	2-4
B. Budget Summary	
Statistics and Graphs.....	5-18
Fund Summaries.....	19-20
Operating Revenue Summary.....	21-22
Operating Expense Summary.....	23-27
C. Budgets by Division	
Executive Director.....	28-30
Administration.....	31-38
Development.....	39-44
Aviation.....	45-58
D. Other Funds Budgets	
Other Fund Descriptions.....	59-61
Page Field.....	62-66
Debt Service.....	67-71
Self Insurance and Capital.....	72-81
E. Supplemental Information	
FY 2018 Forecast All Fund Summary.....	82
FY 2018 Forecast Operating Fund Summary.....	83

**LEE COUNTY PORT AUTHORITY
ADOPTED BUDGET
FISCAL YEAR 2019/2020**

Board of Port Commissioners:

Brian Hamman, Vice Chair

Frank Mann

John E. Manning

Cecil L Pendergrass

Airports Special Management Committee:

Noel Andress

John E. Goodrich, Jr.

Randy Krise, Chair

Fran Myers

Robbie Roepstorff, Vice Chair

R. Scott Cameron, Collier County

Dana W. Carr, Charlotte County

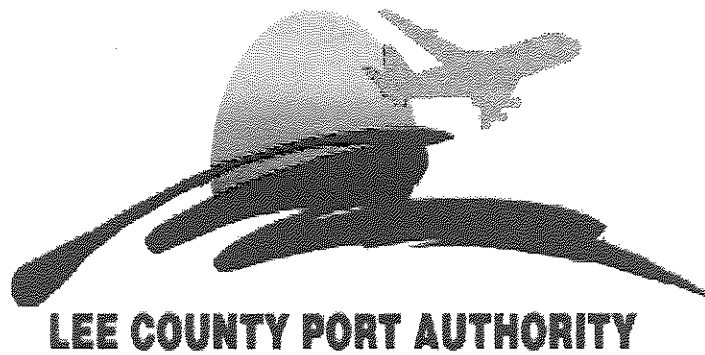
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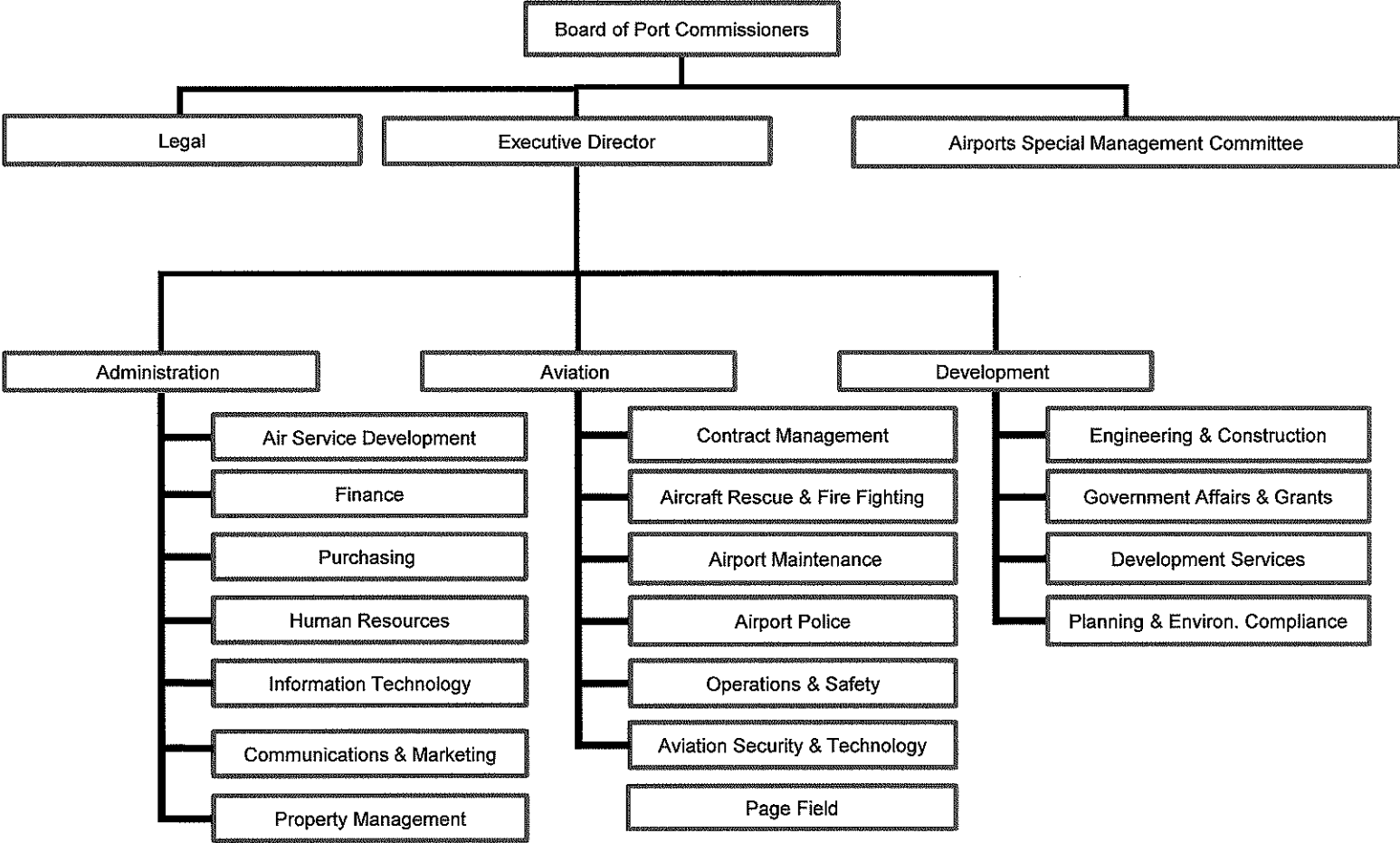
Key Statistical Indicators, Rates and Fees

Proposed Budget 2019/2020

	FY 18/19 Approved <u>Budget</u>	FY 19/20 Proposed <u>Budget</u>	Variance Over/ <u>(Under)</u>
Total Passengers	9,015,849	9,878,331	862,482
Total Landed Weight (x 1,000 lbs)	5,087,416	5,530,943	443,527
Landing Fee	\$ 2.58	\$ 2.49	\$ (0.09)
Terminal Rental Rate	\$ 106.13	\$ 110.54	\$ 4.41
Net Cost Per Enplanement	\$ 7.44	\$ 6.62	\$ (0.82)

Organizational Chart

Proposed Budget 2019/2020



Full Time Funded Position Manning Table

Proposed Budget 2019/2020

Department Name	Approved Budget FY 12/13	Approved Budget FY 13/14	Approved Budget FY 14/15	Approved Budget FY 15/16	Approved Budget FY 16/17	Approved Budget FY 17/18	Approved Budget FY 18/19	Proposed Budget FY 19/20	Variance
Executive Director	2	2	2	2	2	2	2	2	0
EXECUTIVE DIVISION	2	2	2	2	2	2	2	2	0
Air Service Development	3	3	3	3	3	2	2	2	0
Communications & Marketing	5	5	5	6	6	9	9	9	0
Finance & Budget	14	14	14	14	14	14	14	14	0
General Services	12	12	12	11	11	0	0	0	0
Human Resources	4	4	4	5	5	6	6	6	0
Information Technology	13	13	13	14	16	16	16	17	1
Property Management	4	4	4	3	3	5	5	5	0
Purchasing	0	0	0	0	0	6	6	5	-1
ADMINISTRATION DIVISION	55	55	55	56	58	58	58	58	0
Development	24	24	23	23	23	23	23	23	0
DEVELOPMENT DIVISION	24	24	23	23	23	23	23	23	0
Contract Management	2	2	2	2	2	2	2	3	1
Aircraft Rescue	43	43	43	43	43	43	43	43	0
Airport Police	41	41	44	44	43	43	43	47	4
Aviation	3	3	3	3	3	3	3	3	0
Aviation Security & Tech	1	1	1	1	19	19	19	17	-2
Maintenance	103	104	108	112	114	114	114	116	2
Operations & Safety	34	35	35	35	22	22	22	23	1
Page Field	19	22	23	23	24	24	24	24	0
Security	27	27	25	25	22	22	22	20	-2
AVIATION DIVISION	273	278	284	288	292	292	292	296	4
TOTAL	354	359	364	369	375	375	375	379	4

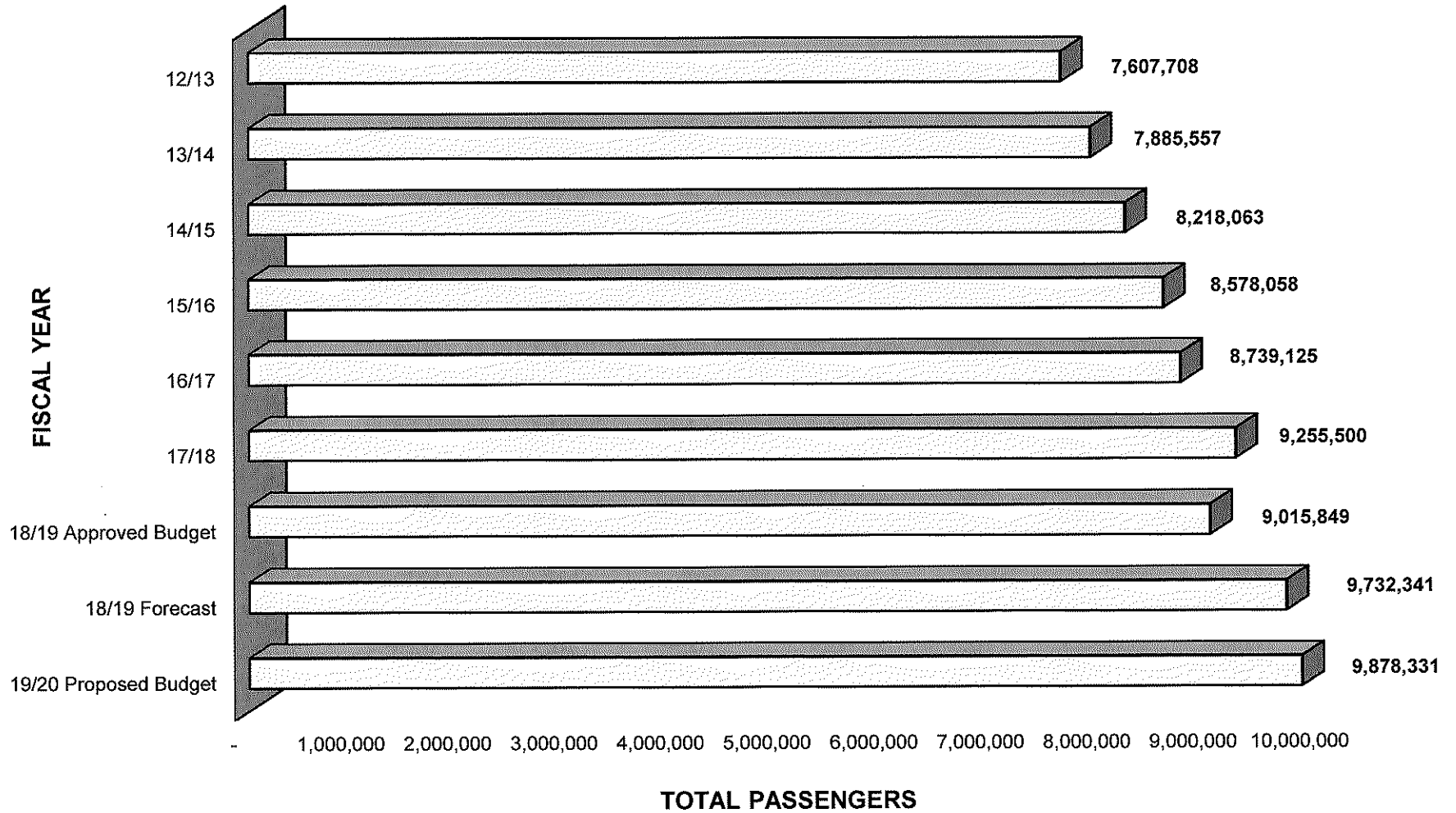
Part-Time Funded Position Manning Table

Proposed Budget 2019/2020

<u>Department Name</u>	<u>Approved FY 12/13</u>	<u>Approved FY 13/14</u>	<u>Approved FY 14/15</u>	<u>Approved FY 15/16</u>	<u>Approved FY 16/17</u>	<u>Approved FY 17/18</u>	<u>Approved FY 18/19</u>	<u>Proposed FY 19/20</u>	<u>Variance</u>
General Services	2	2	2	2	2	0	0	0	0
Purchasing	0	0	0	0	0	1	1	1	0
Communications & Marketing	0	0	0	0	0	1	1	1	0
Operations & Safety	0	0	4	4	4	4	4	5	1
Page Field Aviation	2	2	2	2	2	2	2	2	0
Aviation Security & Technology	0	0	0	0	0	0	0	2	2
Total	4	4	8	8	8	8	8	11	3

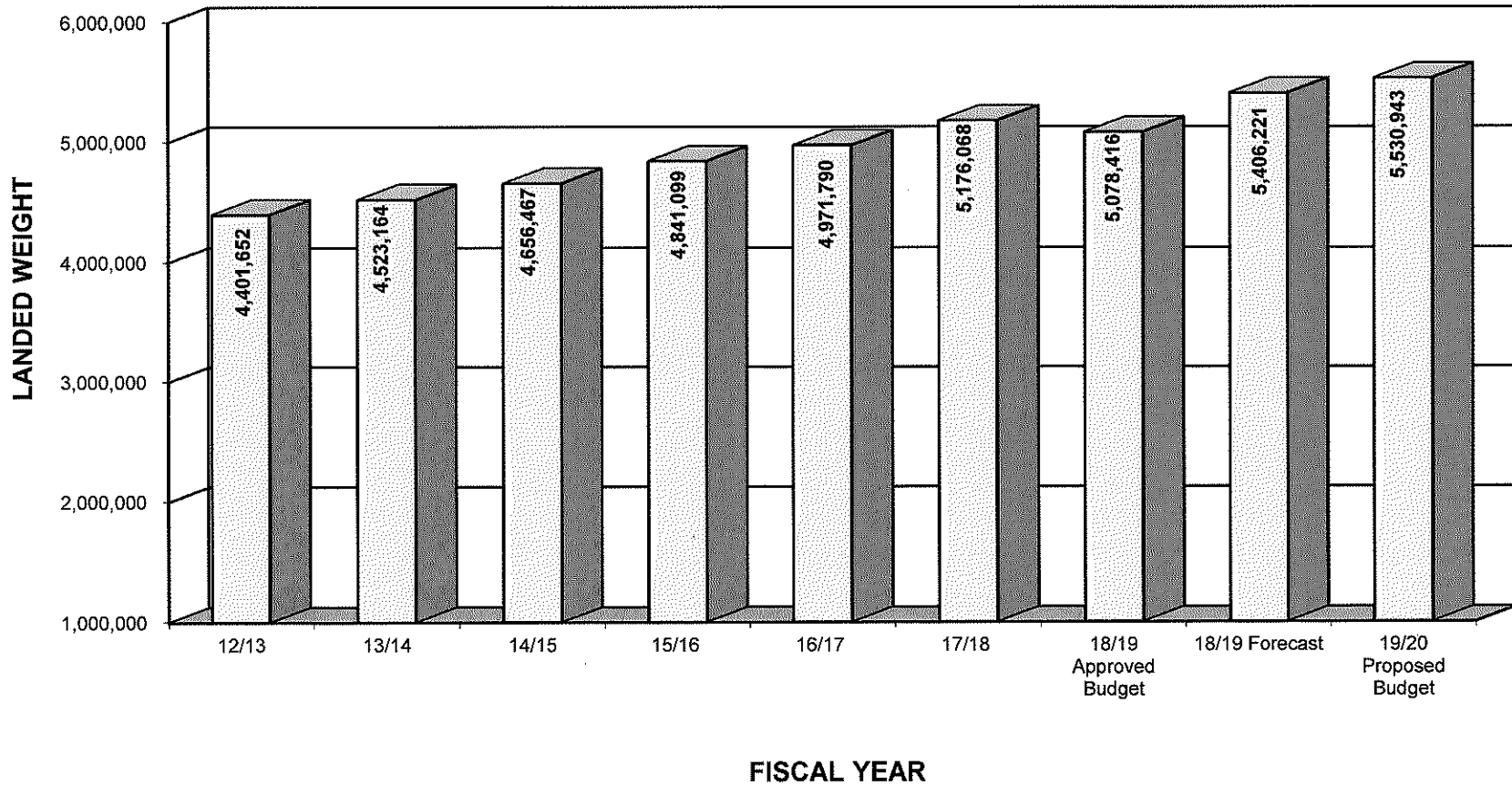
Fiscal Year Total Passengers

Proposed Budget 2019/2020



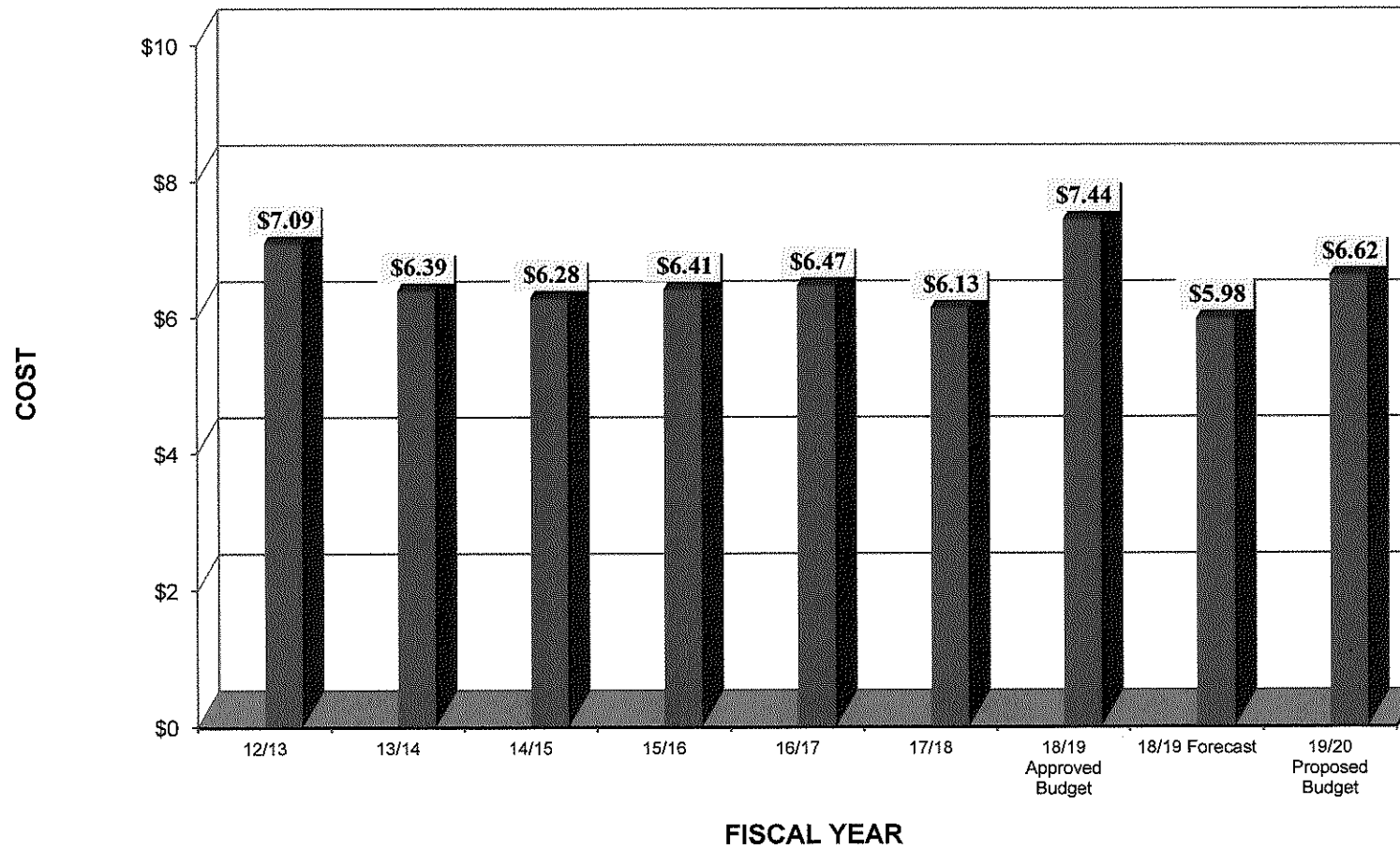
Fiscal Year Total Landed Weight

Proposed Budget 2019/2020



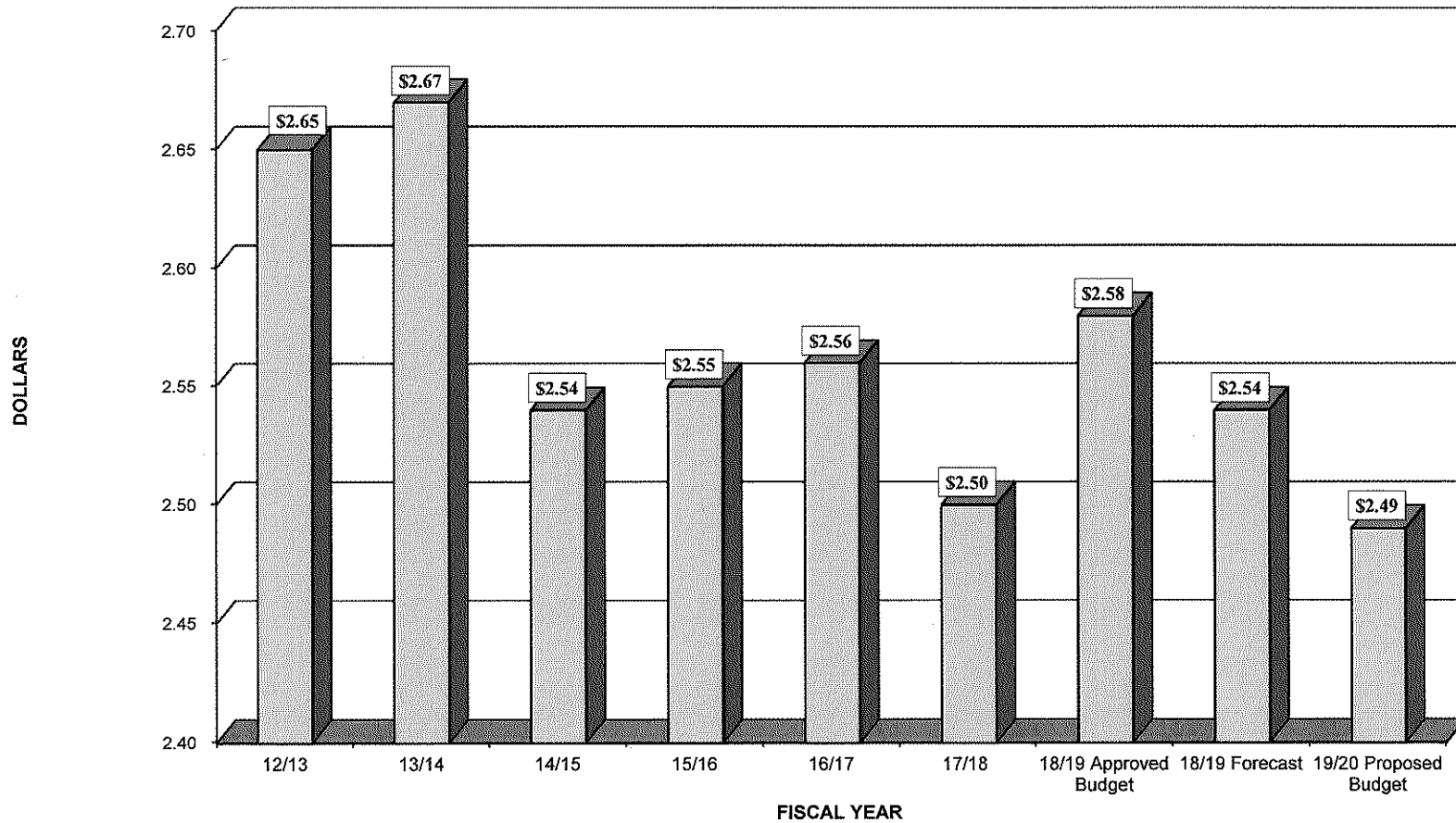
Fiscal Year Net Cost per Enplanement

Proposed Budget 2019/2020



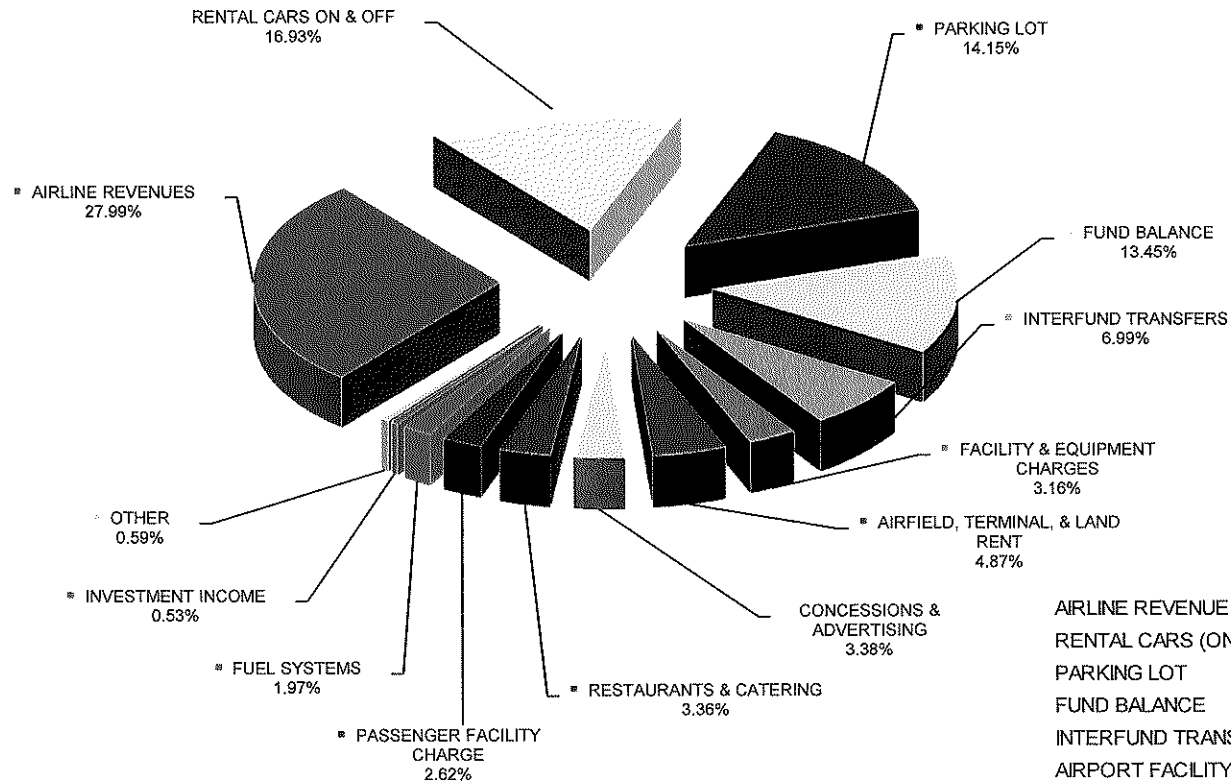
Fiscal Year Landing Fee

Proposed Budget 2019/2020



Fiscal Year Airport Operating Fund (41200) Revenues

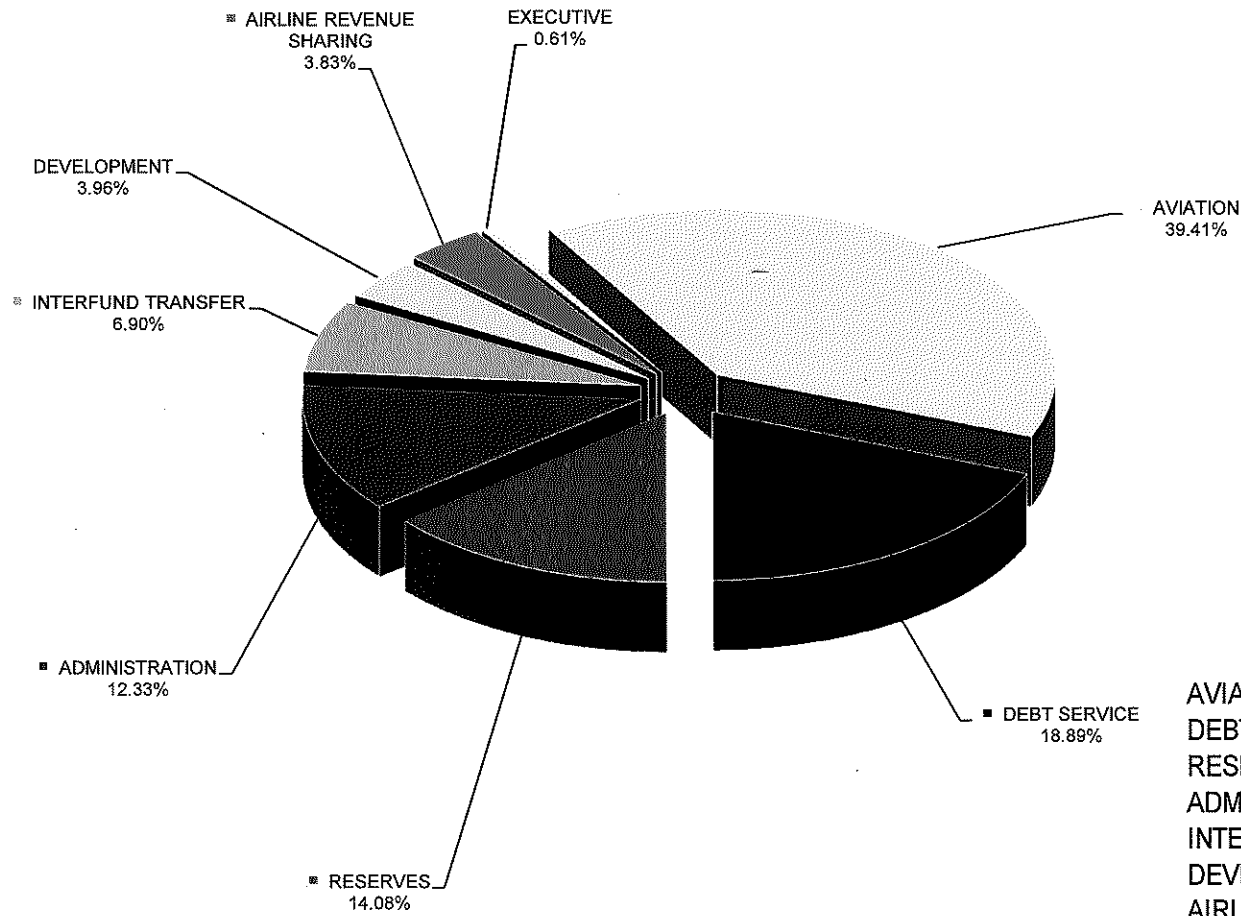
Proposed Budget 2019/2020



AIRLINE REVENUE	\$ 36,573,598
RENTAL CARS (ON & OFF AIRPORT)	22,115,090
PARKING LOT	18,489,952
FUND BALANCE	17,579,172
INTERFUND TRANSFER	9,134,714
AIRPORT FACILITY & EQUIPMENT CHARGES	4,134,684
AIRFIELD, TERMINAL, & LAND RENT	6,362,433
CONCESSIONS & ADVERTISING	4,421,745
RESTAURANTS/CATERING	4,396,512
PASSENGER FACILITY CHARGE	3,426,982
FUEL SYSTEMS	2,568,390
INVESTMENT INCOME	687,257
OTHER REVENUES	772,719
TOTAL	\$ 130,663,248

Fiscal Year Airport Operating Fund (41200) Expenses

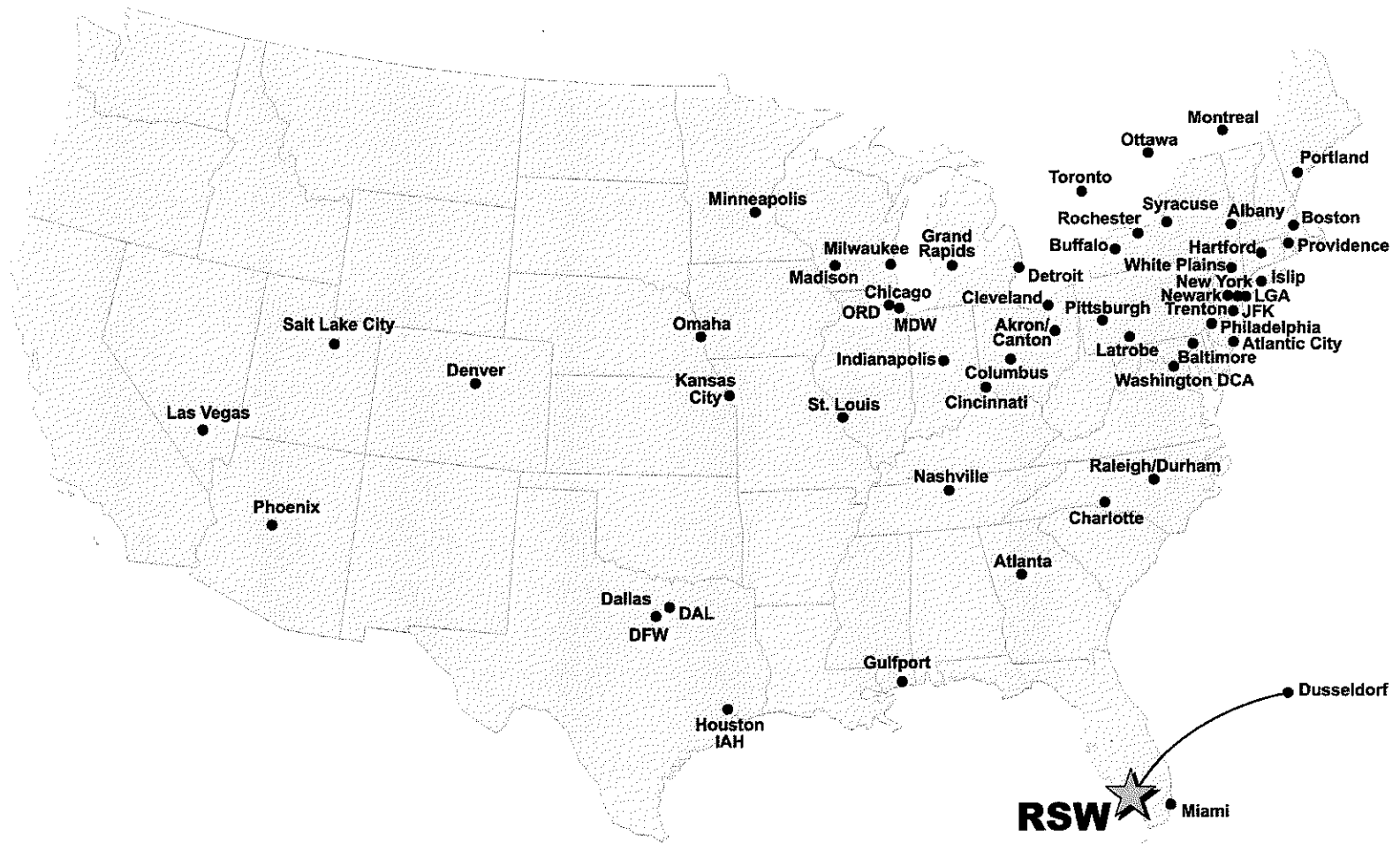
Proposed Budget 2019/2020



AVIATION DIVISION	\$ 51,490,762
DEBT SERVICE	24,687,379
RESERVES	18,393,426
ADMINISTRATION DIVISION	16,106,037
INTERFUND TRANSFER (NET OF DEBT)	9,010,000
DEVELOPMENT DIVISION	5,174,012
AIRLINE REVENUE SHARING	4,998,741
EXECUTIVE DIVISION	802,891
TOTAL	\$ 130,663,248

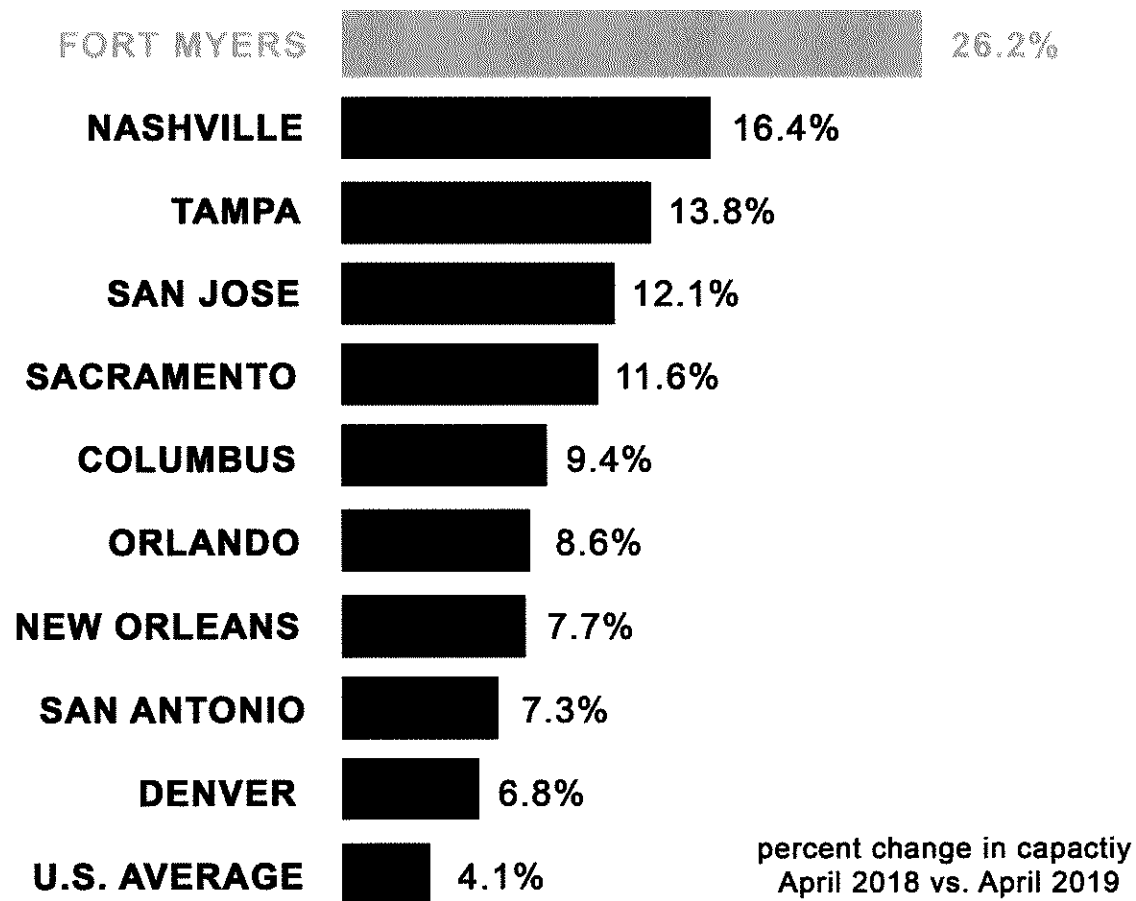
Nonstop Service to 52 Destinations

New Nonstop service to Europe & West Coast Destinations in 2018
Proposed Budget 2019/2020



The Fastest Growing Airport Among the Top 50 U.S. Airports

Proposed Budget 2019/2020



Five Year CIP Summary - RSW

Proposed Budget 2019/2020

RSW Projects	Total Cost	2020	2021	2022	2023	2024+
Terminal Restroom Enhancement	\$ 900,000	430,000				
Security Checkpoint project	\$ 1,500,000	1,350,000				
Concourse Charging Stations	\$ 2,114,324	600,000		800,000		
ATCT Design, Construct and Decommissioning	\$ 82,163,694	30,985,166	15,974,630	2,000,000		
Maintenance Building Expansion	\$ 4,776,800	1,749,210				
ARFF Personal Protection Equipment	\$ 104,094	104,094				
CUTE Passenger Check-in Modernization	\$ 13,007,270	3,902,181				
Passenger Boarding Bridges Replacement	\$ 38,500,541	14,483,200	22,914,894			
Terminal Expansion	\$ 219,909,033	46,448,518	92,962,877	68,172,776		
Rehab Roadways (Includes Chamberlain Realignment)	\$ 28,098,988	5,101,424	15,304,272	5,449,600		
Airside Pavement Rehabilitation	\$ 91,543,379	28,124,702	29,374,901	21,343,484	7,543,440	
Rental Car Service Facility Relocation	\$ 11,000,000	698,570	10,200,000			
QTA and Garage Expansion & LT Parking Expansion	\$ 50,000,000		2,000,000	48,000,000		
Gate Area Expansion Conceptual Design	\$ 2,000,000		2,000,000			
Relocate Gate 64 Guard Shack	\$ 1,231,670	1,100,000				
Water Intrusion Repairs	\$ 760,000	760,000				
Terminal Roof Painting	\$ 1,017,785			1,000,000		
Parking Revenue Control System	\$ 5,000,000		5,000,000			
ARFF 3,000 Gallon Crash Truck #906	\$ 1,544,736		1,544,736			
Mezzanine Renovations	\$ 1,100,000		100,000	1,000,000		
Parking Garage Restoration (Priority 2)	\$ 2,000,000		200,000	1,800,000		
Stucco Refurbishment	\$ 5,046,865			330,146		1,063,205
Expand Employee Parking Lot	\$ 2,200,000				200,000	2,000,000
Master Plan Update	\$ 800,000				800,000	
Total	\$ 566,319,180	\$ 135,837,064	\$ 197,576,309	\$ 149,896,006	\$ 8,543,440	\$ 3,063,205

All projects contingent upon funding availability and are represented by the most recent estimate in current year dollars.

Five Year CIP Summary – Page Field

Proposed Budget 2019/2020

<u>Page Field Projects</u>	<u>Total</u> <u>Cost</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024+</u>
New SE Hangars & Ramp	10,600,000	520,000	5,000,000	5,000,000		
Demolish and Replace B Hangars	5,500,000	500,000	3,000,000	2,000,000		
Noise Study	500,000	250,000	250,000			
TW A , A3,D2, D3; Aprons Construction	4,000,000		3,000,000	1,000,000		
Base Ops Parking Lot Expansion	1,600,000		200,000	1,400,000		
North Quad Infrastructure & Utilities	2,000,000			300,000	1,700,000	
Multi-Use Hangar 3 & Base Ops Apron Expansion (incl helipad:	15,000,000					15,000,000
Maintenance Building	4,000,000					4,000,000
SW Parcel Acquisition	100,000					100,000
ARFF Refurbishment	2,000,000					2,000,000
Total	\$ 45,300,000	\$ 1,270,000	\$ 11,450,000	\$ 9,700,000	\$ 1,700,000	\$ 21,100,000

All projects contingent upon funding availability and are represented by the most recent estimate in current year dollars.

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FISCAL YEAR 2019/2020**

ALL FUNDS SUMMARY	FY 17/18 ACTUALS	FY 18/19 APPROVED BUDGET	FY 19/20 PROPOSED BUDGET	VARIANCE Over (Under)	PERCENT Over (Under)
APPROPRIATIONS					
41200 - Airport Operating	\$134,465,245	\$125,483,622	\$130,663,248	\$ 5,179,626	4.13%
41201 - Self-Insurance Fund	202,066	203,138	205,262	2,124	1.05%
41203 - Page Field Operating	12,193,336	20,390,854	21,269,601	878,747	4.31%
41206 - Port Authority Donation Police K9	141,046	141,685	124,302	(17,383)	-12.27%
41209 - Port Authority Grant Cap. Repayment	0	172,896	175,130	2,234	1.29%
41210 - Reserve and Replacement Fund	509,336	507,791	512,950	5,159	1.02%
41231 - LCPA Discretionary	45,196,192	39,744,197	47,964,842	8,220,645	20.68%
41234 - RSW Construction	53,756,589	118,216,518	191,744,686	73,528,168	62.20%
41238 - Page Field Construction	18,287,992	13,919,745	7,722,153	(6,197,592)	-44.52%
41250 - Passenger Facility Charge	20,538,705	19,999,999	21,402,463	1,402,464	7.01%
41251 - PFC Capital Fund	60,978,022	35,027,408	37,482,861	2,455,453	7.01%
41255 - Rental Car Facility Charge	572,804	569,875	9,593,753	9,023,878	1583.48%
41271 - Debt Service Reserves	25,767,702	26,330,779	26,481,453	150,674	0.57%
41273 - Revenue Refunding Bonds 2010	13,508,731	13,561,608	13,613,433	51,825	0.38%
41275 - Revenue Refunding Bonds 2011	9,515,476	9,539,411	9,568,415	29,004	0.30%
41276 - Revenue Refunding Bonds 2015	1,672,528	1,821,220	1,822,644	1,424	0.08%
41290 - Rebate Fund	0	10,101	10,125	24	0.24%
Sub Total	397,305,770	425,640,847	520,357,321	94,716,474	22.25%
(Less: Transfers)	(57,068,288)	(99,324,502)	(116,830,831)	(17,506,329)	-17.63%
TOTAL APPROPRIATIONS	\$340,237,482	\$326,316,345	\$403,526,490	\$77,210,145	23.66%
OPERATING					
Operating Expenditures	\$74,885,848	\$85,400,046	\$89,389,671	\$3,989,625	4.67%
Participating Airline Rebates	4,550,579	4,750,954	4,998,741	247,787	5.22%
Subtotal Operating	79,436,427	90,151,000	94,388,412	4,237,412	4.70%
CAPITAL					
Capital Construction	20,908,732	76,549,312	143,766,146	67,216,834	87.81%
Land Acquisition	0	0	0	0	0.00%
Subtotal Capital	20,908,732	76,549,312	143,766,146	67,216,834	87.81%
DEBT SERVICE					
Arbitrage Rebate	0	10,000	10,000	0	0.00%
Misc. Financial Services	1,093	1,750	1,785	35	2.00%
Principal Payment	10,594,348	11,682,697	12,313,548	630,851	5.40%
Interest Payment	13,978,979	13,386,060	12,759,829	(626,231)	-4.68%
Debt Service Reserves	25,790,531	26,063,255	25,963,235	(100,020)	-0.38%
Subtotal Debt Service	50,364,951	51,143,762	51,048,397	(95,365)	-0.19%
Airport Reserves	189,527,372	108,472,271	114,323,535	5,851,264	5.39%
TOTAL ALL FUNDS	\$340,237,482	\$326,316,345	\$403,526,490	\$77,210,145	23.66%

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FISCAL YEAR 2019/2020**

FUND 41200 SUMMARY	FY 17/18 ACTUALS	FY 18/19 APPROVED BUDGET	FY 19/20 PROPOSED BUDGET	VARIANCE Over (Under)	PERCENT Over (Under)
<u>REVENUES</u>					
Revenues - RSW	\$97,352,527	\$99,945,465	\$103,949,362	\$ 4,003,897	4.01%
Interfund Transfers	5,470,640	9,028,952	9,134,714	105,762	1.17%
Fund Balance	31,642,078	16,509,205	17,579,172	1,069,967	6.48%
Total Revenues	<u>\$134,465,245</u>	<u>\$125,483,622</u>	<u>\$130,663,248</u>	<u>\$5,179,626</u>	<u>4.13%</u>
<u>OPERATING EXPENSES</u>					
Executive	230,837	266,621	295,475	28,854	10.82%
Administration	5,190,590	6,501,597	6,800,698	299,101	4.60%
Development	2,135,212	2,229,353	2,296,337	66,984	3.00%
Aviation	23,799,508	25,719,976	26,070,586	350,610	1.36%
Capital	1,065,893	1,185,400	1,785,949	600,549	50.66%
Sub Total	<u>32,422,040</u>	<u>35,902,947</u>	<u>37,249,045</u>	<u>1,346,098</u>	<u>3.75%</u>
<u>PERSONNEL EXPENSES</u>					
Executive	460,305	492,895	507,416	14,521	2.95%
Administration	6,536,375	7,164,876	7,519,390	354,514	4.95%
Development	2,629,810	2,840,694	2,877,675	36,981	1.30%
Aviation	22,192,703	24,028,027	25,420,176	1,392,149	5.79%
Sub Total	<u>31,819,193</u>	<u>34,526,492</u>	<u>36,324,657</u>	<u>1,798,165</u>	<u>5.21%</u>
<u>NON FEE RELATED EXPENSES</u>					
Airline Rebates/Revenue Sharing	4,550,579	4,750,954	4,998,741	247,787	5.22%
Interfund Transfers	31,256,552	32,695,869	33,697,379	1,001,510	3.06%
Sub Total	<u>35,807,131</u>	<u>37,446,823</u>	<u>38,696,120</u>	<u>1,249,297</u>	<u>3.34%</u>
TOTAL OPERATING	<u>100,048,364</u>	<u>107,876,262</u>	<u>112,269,822</u>	<u>4,393,560</u>	<u>4.07%</u>
Fund 412 Reserves	34,416,881	17,607,360	18,393,426	786,066	4.46%
TOTAL APPROPRIATIONS	<u>\$134,465,245</u>	<u>\$125,483,622</u>	<u>\$130,663,248</u>	<u>\$5,179,626</u>	<u>4.13%</u>

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FISCAL YEAR 2019/2020**

FUND 41200 REVENUES ACCOUNT SUMMARY	FY 17/18 ACTUALS	FY 18/19 APPROVED BUDGET	FY 19/20 PROPOSED BUDGET	VARIANCE Over (Under)	PERCENT Over (Under)
9002 Rental Car Fees	\$ 19,918,220	\$ 19,396,552	\$ 20,778,683	\$ 1,382,131	7.13%
9003 Off Airport Rental Car Fees	1,158,920	1,114,079	1,336,407	222,328	19.96%
9004 Restaurant	3,849,898	3,730,448	4,061,367	330,919	8.87%
9004 Catering	261,198	306,319	335,145	28,826	9.41%
9005 Parking Lots	17,379,428	17,079,258	18,489,952	1,410,694	8.26%
9006 Pay Telephones	9	0	0	0	0.00%
9008 Courtesy Permit Trip Fees	218,612	180,584	240,065	59,481	32.94%
9009 Charter Bus Fees	15,920	13,681	19,512	5,831	42.62%
9010 Provider Permits Fees	21,830	23,167	23,535	368	1.59%
9011 Advertising	664,103	711,209	852,396	141,187	19.85%
9012 Misc Terminal Concession	3,318,786	3,327,438	3,569,349	241,911	7.27%
9014 Airline Exclusive Space	5,795,714	6,277,059	7,196,762	919,703	14.65%
9015 Gate Area Charges	4,657,479	6,286,611	6,547,837	261,226	4.16%
9016 Baggage Claim Charges	5,777,519	6,436,785	6,704,251	267,467	4.16%
9017 Equipment Use Charge	904,983	1,012,028	700,213	(311,815)	-30.81%
9019 Space Rent Commercial	360,775	361,037	371,906	10,869	3.01%
9020 Terminal Space Rent	1,539,554	1,452,201	1,529,331	77,130	5.31%
9020 Terminal Space Rent (Airline -Non Sig)	381,815	344,091	176,427	(167,664)	-48.73%
9021 Land Rent Commercial	2,005,160	2,370,753	2,581,562	210,809	8.89%
9022 Bldg Rent RAC Service Facility	309,854	309,854	314,009	4,155	1.34%
9023 Utility Income	103,795	99,534	103,160	3,626	3.64%
9026 Landing Fees	10,621,576	10,562,773	12,308,457	1,745,684	16.53%
9027 Cargo Landing Fees	546,479	392,046	453,106	61,060	15.57%
9029 Privilege Fee	1,118,169	1,145,538	1,234,407	88,869	7.76%
9030 Tenant Cargo Building Rental	111,458	111,458	111,458	0	0.00%
9031 Airline Cargo Building Rental	72,150	72,150	72,150	0	0.00%
9032 Third Party Cargo Fees	114,165	118,731	123,480	4,749	4.00%
9033 Misc. Landing Fees	1,645,503	2,170,714	1,010,487	(1,160,228)	-53.45%
9033 Misc. Landing Fees - FBO	128,723	126,410	97,243	(29,167)	-23.07%
9034 Fuel Farm Fees	1,863,363	1,865,712	1,860,940	(4,772)	-0.26%
9034 Fuel Systems RAC	185,117	271,148	214,820	(56,328)	-20.77%
9036 Airport Facility Charge	2,327,442	2,523,663	1,340,285	(1,183,378)	-46.89%
9037 Cargo Ramp User Fee	269,338	220,924	299,170	78,246	35.42%
9038 Facility Use Charge	2,272,937	2,387,198	1,344,432	(1,042,766)	-43.68%
9042 Misc. Revenue Airport	78,189	68,023	68,992	969	1.42%
9043 Misc. Revenue DAS	525	91,755	130,500	38,745	42.23%
9044 Misc. Revenue Admin	30,110	27,882	30,552	2,670	9.58%
9045 Taxi Permit Fees	560,340	585,620	676,387	90,767	15.50%
9046 Misc. Revenue Police	59,381	60,018	42,736	(17,282)	-28.79%
9047 Misc. Revenue ARFF	374	117	152	35	29.91%
9048 Misc. Revenue Maintenance	13,583	5,726	6,444	718	12.54%
9050 Late Fees	17,958	300	0	(300)	-100.00%
9054 Employee Parking	429,735	430,757	435,842	5,085	1.18%
9055 Cell Phone Tower Charges	129,886	133,481	140,193	6,712	5.03%
9056 Fuel Flowage Fees	460,353	412,103	492,630	80,527	19.54%
9057 Hold Room Charge	115,750	117,761	150,069	32,308	27.44%
9061 Fuel flowage Fees - Gas Station	24,824	26,222	25,988	(234)	-0.89%
9065 Misc. Revenue Operations	930	0	1,360	1,360	100.00%
9069 Building Rent RAC	1,315,113	1,338,926	1,389,198	50,272	3.75%
9070 Apron Area Charge	2,201,362	2,198,389	2,176,272	(22,117)	-1.01%
9071 Airport Facility Charge - Affiliate	162,743	237,850	163,905	(73,945)	-31.09%
9072 Passenger Aircraft Parking	117,717	170,944	38,169	(132,775)	-77.67%
9073 Apron Use Charge	444,795	491,281	397,609	(93,672)	-19.07%
9074 Off Airport Parking	174,123	167,079	190,640	23,561	14.10%
Sub Total	96,257,783	99,365,387	102,959,941	3,594,554	3.62%

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FISCAL YEAR 2019/2020**

FUND 41200 REVENUES ACCOUNT SUMMARY	FY 17/18 ACTUALS	FY 18/19 APPROVED BUDGET	FY 19/20 PROPOSED BUDGET	VARIANCE Over (Under)	PERCENT Over (Under)
Insurance Proceeds	178,642	0	19,264	19,264	100.00%
RSW Airside Pavement Rehab	56,593	0	0	0	0.00%
LEO Reimbursement	135,642	131,400	131,400	0	0.00%
Discounts Taken	1,359	1,500	0	(1,500)	-100.00%
TSA K9 Explosive Program	151,500	151,500	151,500	0	0.00%
Refund Prior Year	5,502	100	0	(100)	-100.00%
Sale of Equipment	22,245	0	0	0	0.00%
Interest on Investment	543,261	295,578	687,257	391,679	132.51%
SUBTOTAL	1,094,744	580,078	989,421	409,343	70.57%
Interfund Transfer	5,470,640	9,028,952	9,134,714	105,762	1.17%
TOTAL REVENUES	102,823,167	108,974,417	113,084,076	4,109,659	3.77%
Fund Balance Appropriated	31,642,078	16,509,205	17,579,172	1,069,967	6.48%
TOTAL REVENUES FUND 41200	\$ 134,465,245	\$ 125,483,622	\$ 130,663,248	\$ 5,179,626	4.13%

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FISCAL YEAR 2019/2020**

ACCOUNT SUMMARY FUND 41200	FY 17/18 ACTUALS	FY 18/19 APPROVED BUDGET	FY 19/20 PROPOSED BUDGET	VARIANCE Over (Under)	PERCENT Over (Under)
PERSONNEL EXPENSES					
1210 Salaries - Base Salary	\$ 15,463,375	\$ 15,378,907	\$ 15,939,734	\$ 560,827	3.65%
1220 Salaries - Full Time High Risk	4,631,115	5,456,048	5,812,887	356,839	6.54%
1230 Salaries - Part Time Regular	9,493	89,681	86,470	(3,211)	-3.58%
1240 Disaster Pay	1,491	0	0	0	0.00%
1250 Special Pay with Retirement)	106,220	104,823	113,005	8,182	7.81%
1310 Pay - Non-permanent Labor	10,153	13,800	38,800	25,000	181.16%
1410 Overtime (OT1)	407,974	423,622	448,344	24,722	5.84%
1415 Overtime (OT1.5)	573,536	539,608	585,617	46,009	8.53%
1420 Holiday Pay	540,029	619,089	634,855	15,766	2.55%
1425 Holiday Pay 1.5	184,969	231,485	242,704	11,219	4.85%
1510 Special Pay (without Retirement)	86,085	7,948	8,193	245	3.08%
1520 Incentive Pay	458	0	0	0	0.00%
2110 FICA Taxes (OASDHI)	1,297,538	1,402,179	1,464,857	62,678	4.47%
2120 FICA Taxes (Medicare)	309,818	341,994	357,282	15,288	4.47%
2210 Regular Retirement	1,534,939	1,511,653	1,557,580	45,927	3.04%
2220 High Risk Retirement	1,261,525	1,512,822	1,649,669	136,847	9.05%
2310 Health Insurance	5,046,604	6,331,934	6,038,026	(293,908)	-4.64%
2311 Health Insurance Opt Out	4,859	5,400	7,200	1,800	33.33%
2320 Life Insurance	54,314	73,672	76,290	2,618	3.55%
2330 Dental Insurance	129,337	266,817	168,496	(98,321)	-36.85%
2350 Disability	158,964	193,050	177,255	(15,795)	-8.18%
2510 Unemployment Compensation	6,397	21,960	32,440	10,480	47.72%
2614 Retiree Health Benefits	0	0	884,953	884,953	100.00%
Total Personnel Services	31,819,193	34,526,492	36,324,657	1,798,165	5.21%
OPERATING EXPENDITURES					
3110 Medical Services	46,164	48,000	58,820	10,820	22.54%
3120 Legal Services	368,520	342,405	391,327	48,922	14.29%
3130 Financial Services	70,773	92,500	94,800	2,300	2.49%
3140 Architect & Engineering Services	450,328	549,000	565,896	16,896	3.08%
3150 Appraisal Services	20,700	22,800	20,600	(2,200)	-9.65%
3170 Management Fees (Parking Lot)	4,610,490	5,159,999	5,359,562	199,563	3.87%
3190 Other Professional Services	1,747,239	1,482,758	1,663,077	180,319	12.16%
3210 Auditing	86,954	88,703	92,942	4,239	4.78%
3310 Court Reporter Expenses	0	750	500	(250)	-33.33%
3410 Janitorial Services	5,579,280	6,239,349	6,359,479	120,130	1.93%
3430 Uniform/Laundry Service	17,150	20,650	22,150	1,500	7.26%
3460 Data Processing	1,049,600	1,563,560	1,654,612	91,052	5.82%
3490 Other Contracted Services	5,373,405	6,478,734	6,326,054	(152,680)	-2.36%
4010 Local Mileage	2,535	5,059	4,804	(255)	-5.04%
4011 Bridge Tickets & Passes	0	20	50	30	150.00%
4015 County Sponsored Functions	7,835	9,200	8,200	(1,000)	-10.87%
4022 Out of County Travel	192,362	264,986	273,340	8,354	3.15%
4024 International Travel	88,781	141,700	126,400	(15,300)	-10.80%
4025 Interview Expense	2,271	0	0	0	0.00%
4026 Moving Expenses	15,660	0	0	0	0.00%
4110 Telecommunications	381,819	449,232	466,804	17,572	3.91%

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FISCAL YEAR 2019/2020**

ACCOUNT SUMMARY FUND 41200	FY 17/18 ACTUALS	FY 18/19 APPROVED BUDGET	FY 19/20 PROPOSED BUDGET	VARIANCE Over (Under)	PERCENT Over (Under)
4120 Advertising	6,579	10,700	9,350	(1,350)	-12.62%
4211 Freight & Postage	10,659	13,030	13,800	770	5.91%
4310 Electric	2,965,370	3,227,488	3,274,298	46,810	1.45%
4315 Television Cable Services	8,674	8,349	10,790	2,441	29.24%
4330 Water and Sewer	398,112	421,959	428,117	6,158	1.46%
4340 Trash and Garbage	333,156	346,078	347,778	1,700	0.49%
4410 Land, Building, Parking Rental	11,664	12,400	12,240	(160)	-1.29%
4420 Vehicle Rental	1,011	3,300	3,300	0	0.00%
4430 Office Equipment Rental	5,196	5,460	5,460	0	0.00%
4431 Office Equipment Lease	54,768	70,000	70,000	0	0.00%
4450 Other Equipment Rental	44,802	51,504	50,604	(900)	-1.75%
4520 Insurance and Bonds	1,207,519	1,601,698	1,650,726	49,028	3.06%
4610 Building Maintenance	633,617	145,000	289,000	144,000	99.31%
4615 Maintenance Materials	610,027	224,600	229,600	5,000	2.23%
4620 Vehicle Maintenance	144,397	216,580	230,450	13,870	6.40%
4630 Equipment Maintenance	373,954	454,362	426,233	(28,129)	-6.19%
4635 Equipment Repair Parts	1,549,017	1,547,621	1,355,071	(192,550)	-12.44%
4663 Horticultural	54,153	35,000	50,000	15,000	42.86%
4710 Printing, Binding, and Copying	24,048	23,783	20,452	(3,331)	-14.01%
4810 Promotional Advertising and Expenses	158,041	249,246	276,936	27,690	11.11%
4811 Promotions / Brochures	62,966	73,254	69,454	(3,800)	-5.19%
4910 Truck Weighing Charges	0	22	0	(22)	-100.00%
4930 Deputy Clerk Fees	1,024	1,200	1,100	(100)	-8.33%
4950 Indirect Cost	532,338	724,936	776,324	51,388	7.09%
4955 Solid Waste Assessment	64,460	72,200	70,000	(2,200)	-3.05%
4970 License, Permit, and Application Fees	15,359	15,476	16,356	880	5.69%
4982 Airline Rebates	4,550,579	4,750,954	4,998,741	247,787	5.22%
5120 General Office Supplies	101,602	143,676	152,422	8,746	6.09%
5210 Fuel and Lubricants	488,276	747,132	679,051	(68,081)	-9.11%
5221 Medical Supplies and Drugs	6,097	9,366	12,012	2,646	28.25%
5230 Clothing and Wearing Apparel	108,346	144,417	153,389	8,972	6.21%
5240 Chemicals	125,324	82,825	84,575	1,750	2.11%
5250 Food and Food Supplies	10,716	11,835	13,335	1,500	12.67%
5260 Janitorial and other Maint. Supplies	33,298	32,376	27,466	(4,910)	-15.17%
5280 Minor Equipment	435,263	243,247	324,145	80,898	33.26%
5285 Miscellaneous Furniture	5,014	6,680	2,500	(4,180)	-62.57%
5290 Other Supplies	120,903	140,543	147,850	7,307	5.20%
5310 Asphalt and Coldmix	4,214	2,000	20,000	18,000	900.00%
5320 Road Base Materials	10,215	20,000	20,000	0	0.00%
5340 Cement and Concrete	573	2,000	2,000	0	0.00%
5360 Sign Material	73,828	55,000	75,000	20,000	36.36%
5390 Other Road Materials	30,609	45,000	61,000	16,000	35.56%
5410 Reference Materials	47,295	65,595	62,808	(2,787)	-4.25%
5420 Memberships	139,516	156,224	158,602	2,378	1.52%
5530 Educational Expense	26,329	61,044	69,100	8,056	13.20%
5531 Seminar/Training Reg. Fees	205,952	233,936	220,985	(12,951)	-5.54%
Total Operating Expenses	\$ 35,906,726	\$ 39,468,501	\$ 40,461,837	\$ 993,336	2.52%

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FISCAL YEAR 2019/2020**

ACCOUNT SUMMARY FUND 41200	FY 17/18 ACTUALS	FY 18/19 APPROVED BUDGET	FY 19/20 PROPOSED BUDGET	VARIANCE Over (Under)	PERCENT Over (Under)
CAPITAL OUTLAY					
6410 Furniture and Equipment	793,043	1,185,400	1,785,949	600,549	50.66%
6430 Vehicle and Rolling Stock	272,850	0	0	0	0.00%
Total Capital Outlay	<u>1,065,893</u>	<u>1,185,400</u>	<u>1,785,949</u>	<u>600,549</u>	<u>50.66%</u>
TRANSFERS AND RESERVES					
9110 Interfund Transfers	31,256,552	32,695,869	33,697,379	1,001,510	3.06%
9940 Reserves for Cash Balance	34,416,881	17,607,360	18,393,426	786,066	4.46%
Total Transfers and Reserves	<u>65,673,433</u>	<u>50,303,229</u>	<u>52,090,805</u>	<u>1,787,576</u>	<u>3.55%</u>
TOTAL EXPENDITURES	<u>\$134,465,245</u>	<u>\$125,483,622</u>	<u>\$130,663,248</u>	<u>\$5,179,626</u>	<u>4.13%</u>

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FISCAL YEAR 2019/2020**

DEPARTMENT SUMMARY	FY 17/18 ACTUALS	FY 18/19 APPROVED BUDGET	FY 19/20 PROPOSED BUDGET	VARIANCE Over (Under)	PERCENT Over (Under)
<u>EXECUTIVE</u>					
Personnel Services	\$460,305	\$492,895	\$507,416	\$14,521	2.95%
Operating Expenses	230,837	266,621	295,475	28,854	10.82%
Department Total	<u>691,142</u>	<u>759,516</u>	<u>802,891</u>	<u>43,375</u>	<u>5.71%</u>
<u>ADMINISTRATION</u>					
Personnel Services	6,536,375	7,164,876	7,519,390	354,514	4.95%
Operating Expenses	5,190,590	6,501,597	6,800,698	299,101	4.60%
Capital Outlay	1,065,893	1,185,400	1,785,949	600,549	50.66%
Airline Revenue Sharing	4,550,579	4,750,954	4,998,741	247,787	5.22%
Department Total	<u>17,343,437</u>	<u>19,602,827</u>	<u>21,104,778</u>	<u>1,501,951</u>	<u>7.66%</u>
<u>DEVELOPMENT</u>					
Personnel Services	2,629,810	2,840,694	2,877,675	36,981	1.30%
Operating Expenses	2,135,212	2,229,353	2,296,337	66,984	3.00%
Department Total	<u>4,765,022</u>	<u>5,070,047</u>	<u>5,174,012</u>	<u>103,965</u>	<u>2.05%</u>
<u>AVIATION</u>					
Personnel Services	22,192,703	24,028,027	25,420,176	1,392,149	5.79%
Operating Expenses	23,799,508	25,719,976	26,070,586	350,610	1.36%
Department Total	<u>45,992,211</u>	<u>49,748,003</u>	<u>51,490,762</u>	<u>1,742,759</u>	<u>3.50%</u>
<u>TRANSFERS & RESERVES</u>					
Transfers	31,256,552	32,695,869	33,697,379	1,001,510	3.06%
Reserves	34,416,881	17,607,360	18,393,426	786,066	4.46%
Total	<u>65,673,433</u>	<u>50,303,229</u>	<u>52,090,805</u>	<u>1,787,576</u>	<u>3.55%</u>
TOTAL EXPENDITURES	<u>\$134,465,245</u>	<u>\$125,483,622</u>	<u>\$130,663,248</u>	<u>\$5,179,626</u>	<u>4.13%</u>

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FISCAL YEAR 2019/2020**

PERSONNEL SUMMARY	FY 17/18 ACTUALS	FY 18/19 APPROVED BUDGET	FY 19/20 PROPOSED BUDGET	VARIANCE Over (Under)	PERCENT Over (Under)
Executive Director's Office	\$460,305	\$492,895	\$507,416	\$14,521	2.95%
Air Service Development	310,411	315,541	326,768	11,227	3.56%
Communications & Marketing	774,106	808,844	847,941	39,097	4.83%
Finance	1,682,603	1,695,139	1,712,970	17,831	1.05%
Purchasing	346,328	557,341	507,243	(50,098)	-8.99%
Human Resources	1,443,896	1,619,680	1,764,217	144,537	8.92%
Information Technology	1,565,273	1,633,988	1,788,525	154,537	9.46%
Property Management	413,758	534,343	571,726	37,383	7.00%
Development	2,629,810	2,840,694	2,877,675	36,981	1.30%
Maintenance	7,675,624	8,397,546	8,687,667	290,121	3.45%
Contract Management	235,117	248,822	375,957	127,135	51.09%
Airport Police	4,427,720	4,714,746	5,453,948	739,202	15.68%
Aircraft Rescue	5,218,998	5,427,141	5,415,364	(11,777)	-0.22%
Operations & Safety	1,785,356	2,015,355	2,196,536	181,181	8.99%
Aviation Security & Tech	1,263,945	1,486,461	1,431,074	(55,387)	-3.73%
Aviation Administration	476,475	495,285	552,697	57,412	11.59%
Security	1,109,468	1,242,671	1,306,933	64,262	5.17%
DEPARTMENT TOTALS	<u>\$31,819,193</u>	<u>\$34,526,492</u>	<u>\$36,324,657</u>	<u>\$1,798,165</u>	<u>5.21%</u>

LEE COUNTY PORT AUTHORITY
Program Summary Cover Sheet
Fiscal Year 2019 - 2020

Organization:

Fund: 41200 Airport Operating

Department: 1105 Port Boards

Organizational Category:

- Executive
 - Administration
 - Aviation
 - Development
-
-

Program Function:

Port Board:

The Governing Body of the Lee County Port Authority to whom rests all rights and authority to promote, create and maintain ports in Lee County for land, sea and air commerce.

Airports Special Management Committee:

Serves as an advisory and review body to the Board of Port Commissioners on all issues and matters relating to the Lee County Port Authority.

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FISCAL YEAR 2019/2020**

<u>PORT BOARDS</u>	FY 17/18 ACTUALS	FY 18/19 APPROVED BUDGET	FY 19/20 PROPOSED BUDGET	VARIANCE Over (Under)	PERCENT Over (Under)
CLERK UB5110541200					
OPERATING EXPENDITURES					
4022 Out of County Travel	\$0	\$1,000	\$1,000	\$0	0.00%
4024 International Travel	0	3,500	3,500	0	0.00%
4120 Advertising	3,124	3,500	3,500	0	0.00%
4630 Equipment Maintenance	0	500	0	(500)	-100.00%
4811 Promotions / Brochures	24,361	27,650	28,200	550	1.99%
5280 Minor Equipment	2,470	300	0	(300)	-100.00%
5290 Other Supplies	0	200	200	0	0.00%
5531 Seminar/Training Reg Fees	0	500	450	(50)	-10.00%
Total Operating Expenses	<u>29,955</u>	<u>37,150</u>	<u>36,850</u>	<u>(300)</u>	<u>-0.81%</u>
TOTAL EXPENDITURES	<u>\$29,955</u>	<u>\$37,150</u>	<u>\$36,850</u>	<u>(\$300)</u>	<u>-0.81%</u>

LEE COUNTY PORT AUTHORITY
Program Summary Cover Sheet
Fiscal Year 2019 - 2020

Organization:

Fund: 41200 Airport Operating

Department: 1210 Executive Director

Organizational Category:

- Executive
 - Administration
 - Aviation
 - Development
-

Program Function:

Administration, management, and operation of the Port Authority. Formulate and prepare recommendations regarding policies, directives, rules and regulations, programs, agreements, leases and contracts, and other documents which may require the consideration, action or approval of the Port Authority.

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FISCAL YEAR 2019/2020**

<u>EXECUTIVE DIRECTOR</u>	FY 17/18	FY 18/19	FY 19/20	VARIANCE	PERCENT
CLERK UC5121041200	ACTUALS	APPROVED BUDGET	PROPOSED BUDGET	Over (Under)	Over (Under)
PERSONNEL EXPENSES					
1210 Salaries - Base Salary	\$328,466	\$337,712	\$344,186	\$6,474	1.92%
1420 Holiday Pay	13,578	13,777	14,469	692	5.02%
2110 FICA Taxes (OASDHI)	12,486	21,617	22,057	440	2.04%
2120 FICA Taxes (Medicare)	4,926	5,272	5,380	108	2.05%
2210 Regular Retirement	67,572	72,275	78,149	5,874	8.13%
2310 Health Insurance	31,460	39,067	40,572	1,505	3.85%
2320 Life Insurance	1,003	1,576	1,615	39	2.50%
2330 Dental Insurance	814	1,599	988	(611)	-38.22%
Total Personnel Services	<u>460,305</u>	<u>492,895</u>	<u>507,416</u>	<u>14,521</u>	<u>2.95%</u>
OPERATING EXPENDITURES					
3190 Other Professional Services	16	0	0	0	0.00%
4010 Local Mileage	0	100	50	(50)	-50.00%
4022 Out of County Travel	13,276	14,500	14,500	0	0.00%
4024 International Travel	15,181	33,000	30,000	(3,000)	-9.09%
4110 Telecommunications	0	450	100	(350)	-77.78%
4710 Printing, Binding, and Copying	0	100	60	(40)	-40.00%
4810 Promotional Advertising and Expenses	1,650	3,000	3,000	0	0.00%
4970 License, Permit, and Application Fees	478	205	205	0	0.00%
5120 General Office Supplies	1,427	1,475	1,475	0	0.00%
5230 Clothing and Wearing Apparel	159	200	150	(50)	-25.00%
5250 Food and Food Supplies	48	75	75	0	0.00%
5260 Janitorial and other Maint. Supplies	137	75	75	0	0.00%
5280 Minor Equipment	965	550	250	(300)	-54.55%
5290 Other Supplies	34	150	75	(75)	-50.00%
5410 Reference Materials	7,052	14,656	10,000	(4,656)	-31.77%
5420 Memberships	84,210	95,000	95,000	0	0.00%
5531 Seminar/Training Reg. Fees	7,472	7,500	7,500	0	0.00%
Total Operating Expenses	<u>132,105</u>	<u>171,036</u>	<u>162,515</u>	<u>(8,521)</u>	<u>-4.98%</u>
TOTAL EXPENDITURES	<u>\$ 592,410</u>	<u>\$ 663,931</u>	<u>\$ 669,931</u>	<u>\$ 6,000</u>	<u>0.90%</u>

LEE COUNTY PORT AUTHORITY
Program Summary Cover Sheet
Fiscal Year 2019 - 2020

Organization:

Fund: 41200 Airport Operating

Department: 1410 Port Authority Attorney's Office

Organizational Category:

- Executive
- Administration
- Aviation
- Development

Program Function:

To provide legal counsel and assistance to the Board of Port Commissioners, the Airports Special Management Committee, and the Port Authority in such areas as contracts, public procurement, public facility construction, finance, tax, engineering, human resources, labor, public service, land use and zoning, and public administration; advise officials and employees on legal questions, draft all manner of legal documents and prepare legal opinions. Represent Port Authority in general litigation and eminent domain actions, as required.

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FISCAL YEAR 2019/2020**

<u>LEGAL SERVICES</u>	FY 17/18	FY 18/19	FY 19/20	VARIANCE	PERCENT
<u>CLERK UD5141041200</u>	ACTUALS	APPROVED	PROPOSED	Over	Over
		BUDGET	BUDGET	(Under)	(Under)
OPERATING EXPENDITURES					
3120 Legal Services	\$ 65,795	\$ 45,000	\$ 85,000	40,000	88.89%
3190 Other Professional Services	0	5,500	3,000	(2,500)	-45.45%
3310 Court Reporter Expenses	0	750	500	(250)	-33.33%
4010 Local Mileage	411	500	500	0	0.00%
4022 Out of County Travel	0	2,750	2,750	0	0.00%
4710 Printing, Binding, and Copying	0	60	60	0	0.00%
5120 General Office Supplies	1,504	1,500	1,500	0	0.00%
5250 Food and Food Supplies	86	0	0	0	0.00%
5280 Minor Equipment	76	500	500	0	0.00%
5410 Reference Materials	350	350	350	0	0.00%
5420 Memberships	275	275	550	275	100.00%
5531 Seminar/Training, Reg Fees	280	1,250	1,400	150	12.00%
Total Operating Expenses	<u>68,777</u>	<u>58,435</u>	<u>96,110</u>	<u>37,675</u>	<u>64.47%</u>
TOTAL EXPENDITURES	<u>\$ 68,777</u>	<u>\$ 58,435</u>	<u>\$ 96,110</u>	<u>\$ 37,675</u>	<u>64.47%</u>

LEE COUNTY PORT AUTHORITY
Program Summary Cover Sheet
Fiscal Year 2019 - 2020

Organization:

Fund: 41200 Airport Operating

Department: 1218 Air Service Development

Organization Category:

Executive

Administration

Aviation

Development

Program Function:

Plan, implement and analyze promotional programs to attract new passenger and cargo airlines and increase service from existing carriers, both domestic and international. Support the efforts of area tourism entities as they relate to increasing air service options for visitors; support the region's economic development efforts in order to increase the movement of cargo through the airport; pursue appropriate aeronautical business development opportunities at RSW and FMY to provide additional sources of revenue.

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FISCAL YEAR 2019/2020**

<u>AIR SERVICE DEVELOPMENT</u>	FY 17/18	FY 18/19	FY 19/20	VARIANCE	PERCENT
CLERK WC5121841200	ACTUALS	APPROVED	PROPOSED	Over	Over
		BUDGET	BUDGET	(Under)	(Under)
PERSONNEL EXPENSES					
1210 Salaries - Base Salary	\$228,752	\$226,935	\$235,544	\$8,609	3.79%
1420 Holiday Pay	9,024	9,067	9,457	390	4.30%
2110 FICA Taxes (OASDHI)	13,938	14,514	15,068	554	3.81%
2120 FICA Taxes (Medicare)	3,390	3,540	3,675	135	3.81%
2210 Regular Retirement	19,054	19,635	20,237	602	3.07%
2310 Health Insurance	34,320	39,067	40,572	1,505	3.85%
2320 Life Insurance	1,045	1,184	1,229	45	3.79%
2330 Dental Insurance	888	1,599	988	(611)	-38.22%
Total Personnel Services	310,411	315,541	326,768	11,227	3.56%
OPERATING EXPENDITURES					
3190 Other Professional Services	55,289	95,000	85,000	(10,000)	-10.53%
3490 Other Contracted Services	0	250	250	0	0.00%
4010 Local Mileage	2	50	50	0	0.00%
4022 Out of County Travel	15,265	23,000	17,000	(6,000)	-26.09%
4024 International Travel	68,427	87,000	85,000	(2,000)	-2.30%
4110 Telecommunications	45	0	0	0	0.00%
4710 Printing, Binding, and Copying	60	0	0	0	0.00%
4810 Promotional Advertising and Expenses	80,371	135,000	157,000	22,000	16.30%
4811 Promotions / Brochures	190	150	0	(150)	-100.00%
5120 General Office Supplies	119	1,250	1,000	(250)	-20.00%
5230 Clothing and Wearing Apparel	279	0	500	500	100.00%
5280 Minor Equipment	647	0	0	0	0.00%
5410 Reference Materials	20,774	22,007	22,007	0	0.00%
5420 Memberships	523	0	0	0	0.00%
5531 Seminar/Training Reg. Fees	21,059	26,150	20,650	(5,500)	-21.03%
Total Operating Expenses	263,050	389,857	388,457	(1,400)	-0.36%
TOTAL EXPENDITURES	\$ 573,461	\$ 705,398	\$ 715,225	\$ 9,827	1.39%

LEE COUNTY PORT AUTHORITY
Program Summary Cover Sheet
Fiscal Year 2019 - 2020

Organization:

Fund: 41200 Airport Operating

Department: 1314 Communications & Marketing

Organizational Category:

Executive
 Administration
 Aviation
 Development

Program Function:

Communications & Marketing supports the mission of the Lee County Port Authority to provide an exceptional travel experience for all users of air transportation in Southwest Florida; and to effectively and efficiently position Southwest Florida International Airport and Page Field in the local, national and international marketplace. The department goals are to increase awareness and visibility to Southwest Florida residents of the economic value and commercial use of Southwest Florida International Airport and Page Field; to support the initiatives of air service development to attract new and expand existing air and cargo service; to market, promote and support business and property development projects; to increase non-aeronautical revenue opportunities through on-airport advertising programs; to improve internal and external communications techniques and forums; to encourage and support community efforts to promote and publicize the region for business and tourism development; to promote and position the airport and key leaders within the aviation community and to serve as a liaison for the airport's Art in Flight program. These goals are reached through community affairs/public information, social media, promotions, crisis management, media relations, special events, corporate citizenship, and internal and external communications efforts. The department also provides administrative services for all items scheduled for board action and all Board and Special Management Committee meetings, as well as records management and reception.

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FISCAL YEAR 2019/2020**

<u>COMMUNICATIONS & MARKETING</u>	FY 17/18	FY 18/19	FY 19/20	VARIANCE	PERCENT
CLERK VE5131441200	ACTUALS	APPROVED	PROPOSED	Over	Over
		BUDGET	BUDGET	(Under)	(Under)
PERSONNEL EXPENSES					
1210 Salaries - Base Salary	\$545,729	\$540,359	\$562,647	\$22,288	4.12%
1230 Salaries - Part Time Regular	0	15,140	21,539	6,399	42.27%
1420 Holiday Pay	22,411	22,381	23,300	919	4.11%
2110 FICA Taxes (OASDHI)	33,569	35,540	37,360	1,820	5.12%
2120 FICA Taxes (Medicare)	8,113	8,668	9,112	444	5.13%
2210 Regular Retirement	45,514	48,080	50,178	2,098	4.36%
2310 Health Insurance	113,010	129,348	137,122	7,774	6.01%
2320 Life Insurance	1,838	2,131	2,236	105	4.94%
2330 Dental Insurance	3,922	7,197	4,445	(2,752)	-38.23%
Total Personnel Services	774,106	808,844	847,941	39,097	4.83%
OPERATING EXPENDITURES					
3190 Other Professional Services	13,746	19,270	10,500	(8,770)	-45.51%
3460 Data Processing	120	0	1,000	1,000	100.00%
3490 Other Contracted Services	10,623	15,800	15,800	0	0.00%
4010 Local Mileage	52	350	300	(50)	-14.29%
4015 County Sponsored Functions	0	1,000	500	(500)	-50.00%
4022 Out of County Travel	3,523	6,900	6,100	(800)	-11.59%
4110 Telecommunications	51	0	0	0	0.00%
4211 Freight and Postage	10,706	13,000	13,650	650	5.00%
4430 Office Equipment Rental	5,196	5,460	5,460	0	0.00%
4450 Other Equipment Rental	0	1,500	1,000	(500)	-33.33%
4630 Equipment Maintenance	0	200	200	0	0.00%
4635 Equipment Repair Parts	0	100	100	0	0.00%
4710 Printing, Binding, and Copying	10,335	12,300	9,300	(3,000)	-24.39%
4810 Promotional Advertising and Expenses	16,640	45,000	35,000	(10,000)	-22.22%
4811 Promotions / Brochures	38,198	43,650	40,050	(3,600)	-8.25%
4970 License, Permit, and Application Fees	0	250	250	0	0.00%
5120 General Office Supplies	1,672	1,800	1,800	0	0.00%
5230 Clothing and Wearing Apparel	664	900	900	0	0.00%
5250 Food and Food Supplies	368	500	500	0	0.00%
5280 Minor Equipment	8,594	3,000	2,000	(1,000)	-33.33%
5285 Miscellaneous Furniture	0	500	500	0	0.00%
5290 Other Supplies	1,579	200	200	0	0.00%
5410 Reference Materials	810	1,300	1,350	50	3.85%
5420 Memberships	1,676	1,920	2,215	295	15.36%
5530 Educational Expense	0	0	1,200	1,200	100.00%
5531 Seminar/Training Reg Fees	2,899	8,870	7,770	(1,100)	-12.40%
Total Operating Expenses	127,452	183,770	157,645	(26,125)	-14.22%
TOTAL EXPENDITURES	\$ 901,558	\$ 992,614	\$ 1,005,586	\$ 12,972	1.31%

LEE COUNTY PORT AUTHORITY
Program Summary Cover Sheet
Fiscal Year 2019 - 2020

Organization:

Fund: 41200 Airport Operating

Department: 1315 Finance and Budget

Organizational Category:

Executive
 Administration
 Aviation
 Development

Program Function:

Oversee all financial and accounting transactions for the Port Authority including operating, construction, debt service and budgetary. Assists with capital project financing, manages and prepares the Port Authority budget. Assists in developing budgetary goals and implements budgetary policy to achieve these goals. Prepares monthly budget status reports for each department. Monitors the airport budget and reports budgetary results as necessary to upper management. Process payments and vouchers for all Port Authority expenditures. Billing and reconciliation of all Port Authority revenues. Maintain over 250 accounts receivables as well as over 80 revenue accounts. Preparation of monthly reports including landed weights, passengers, concession reports, terminal fees and operating statistics.

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FISCAL YEAR 2019/2020**

<u>FINANCE</u>	FY 17/18	FY 18/19	FY 19/20	VARIANCE	PERCENT
CLERK VB5131541200	ACTUALS	APPROVED BUDGET	PROPOSED BUDGET	Over (Under)	Over (Under)
PERSONNEL EXPENSES					
1210 Salaries - Base Salary	\$1,209,303	\$1,187,287	\$1,171,881	(\$15,406)	-1.30%
1420 Holiday Pay	47,910	48,337	47,610	(727)	-1.50%
2110 FICA Taxes (OASDHI)	68,893	75,991	74,999	(992)	-1.31%
2120 FICA Taxes (Medicare)	17,903	18,534	18,292	(242)	-1.30%
2210 Regular Retirement	136,898	133,298	134,469	1,171	0.88%
2310 Health Insurance	193,055	216,373	254,628	38,255	17.68%
2320 Life Insurance	2,943	4,939	4,671	(268)	-5.42%
2330 Dental Insurance	5,698	10,380	6,421	(3,959)	-38.14%
Total Personnel Services	1,682,603	1,695,139	1,712,970	17,831	1.05%
OPERATING EXPENDITURES					
3120 Legal Services	302,725	297,405	306,327	8,922	3.00%
3130 Financial Services	70,773	92,500	94,800	2,300	2.49%
3190 Other Professional Services	5,367	15,000	12,400	(2,600)	-17.33%
3210 Auditing	86,954	88,703	92,942	4,239	4.78%
3490 Other Contracted Services	34,303	0	0	0	0.00%
4010 Local Mileage	157	225	225	0	0.00%
4022 Out of County Travel	16,436	22,771	30,773	8,002	35.14%
4024 International Travel	1,359	4,000	2,000	(2,000)	-50.00%
4110 Telecommunications	161	250	250	0	0.00%
4450 Other Equipment Rental	326	800	1,200	400	50.00%
4710 Printing, Binding, and Copying	1,279	1,050	1,100	50	4.76%
4810 Promotional Advertising and Expenses	1,750	1,750	1,750	0	0.00%
4930 Deputy Clerk Fees	979	1,100	1,100	0	0.00%
4950 Indirect Cost	532,338	724,936	776,324	51,388	7.09%
4970 License, Permit, and Application Fees	72	150	500	350	233.33%
4982 Airline Rebates	4,550,579	4,750,954	4,998,741	247,787	5.22%
5120 General Office Supplies	5,982	6,250	6,125	(125)	-2.00%
5250 Food and Food Supplies	9,927	10,200	11,500	1,300	12.75%
5260 Janitorial and other Maint. Supplies	316	450	450	0	0.00%
5280 Minor Equipment	2,710	2,500	3,000	500	20.00%
5290 Other Supplies	10,037	9,200	10,175	975	10.60%
5410 Reference Materials	3,015	4,137	4,612	475	11.48%
5420 Memberships	1,885	1,885	2,460	575	30.50%
5531 Seminar/Training Reg. Fees	10,659	13,960	15,945	1,985	14.22%
Total Operating Expenses	5,650,089	6,050,176	6,374,699	324,523	5.36%

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FISCAL YEAR 2019/2020**

<u>FINANCE</u>	FY 17/18	FY 18/19	FY 19/20	VARIANCE	PERCENT
CLERK VB5131541200	ACTUALS	APPROVED	PROPOSED	Over	Over
		BUDGET	BUDGET	(Under)	(Under)
6410 Furniture and Equipment	793,043	1,185,400	1,785,949	600,549	50.66%
6430 Vehicle and Rolling Stock	272,850	0	0	0	0%
Total Capital Outlay	<u>1,065,893</u>	<u>1,185,400</u>	<u>1,785,949</u>	<u>600,549</u>	<u>50.66%</u>
9110 Interfund Transfers	31,256,552	32,695,869	33,697,379	1,001,510	3.06%
9940 Reserves for Cash Balance	34,416,881	17,607,360	18,393,426	786,066	4.46%
Total Transfers and Reserves	<u>65,673,433</u>	<u>50,303,229</u>	<u>52,090,805</u>	<u>1,787,576</u>	<u>3.55%</u>
TOTAL EXPENDITURES	<u>\$ 74,072,018</u>	<u>\$ 59,233,944</u>	<u>\$ 61,964,423</u>	<u>\$ 2,730,479</u>	<u>4.61%</u>

LEE COUNTY PORT AUTHORITY
Program Summary Cover Sheet
Fiscal Year 2019 - 2020

Organization:

Fund: 41200 Airport Operating

Department: 1316 Human Resources

Organizational Category:

Executive
 Administration
 Aviation
 Development

Program Function:

The Human Resources department represents a balance of both the needs of the employer and employee. A primary focus is working to maximize the productivity of the organization by optimizing the effectiveness of its employees.

The majority of work responsibilities for the Human Resources department focus on the management, creation, implementation, and supervision of such policy and procedures relating to: Employee Relations, Compensation and Benefits, Labor Law Compliance, Training and Development, Recruitment and Payroll.

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FISCAL YEAR 2019/2020**

<u>HUMAN RESOURCES</u>		FY 17/18	FY 18/19	FY 19/20	VARIANCE	PERCENT
CLERK VC5131641200		ACTUALS	APPROVED	PROPOSED	Over	Over
			BUDGET	BUDGET	(Under)	(Under)
PERSONNEL EXPENSES						
1210	Salaries - Base Salary	\$434,386	\$441,752	\$471,819	\$30,067	6.81%
1420	Holiday Pay	18,112	18,635	20,016	1,381	7.41%
2110	FICA Taxes (OASDHI)	27,534	28,314	30,248	1,934	6.83%
2120	FICA Taxes (Medicare)	6,430	6,906	7,378	472	6.83%
2210	Regular Retirement	36,292	38,304	40,626	2,322	6.06%
2310	Health Insurance	758,410	886,177	94,445	(791,732)	-89.34%
2311	Health Insurance Opt Out	490	0	0	0	0.00%
2320	Life Insurance	1,058	1,744	2,075	331	18.99%
2330	Dental Insurance	2,220	4,798	2,964	(1,834)	-38.23%
2350	Disability	158,964	193,050	177,255	(15,795)	-8.18%
2510	Unemployment Compensation	0	0	32,440	32,440	100.00%
2614	Retiree Health Benefits	0	0	884,953	884,953	100.00%
Total Personnel Services		1,443,896	1,619,680	1,764,217	144,537	8.92%
OPERATING EXPENDITURES						
3110	Medical Services	46,164	43,000	58,820	15,820	36.79%
3190	Other Professional Services	5,526	5,850	94,950	89,100	1523.08%
3490	Other Contracted Services	8,063	10,120	400	(9,720)	-96.05%
4010	Local Mileage	32	100	100	0	0.00%
4015	County Sponsored Functions	5,335	5,000	4,500	(500)	-10.00%
4022	Out of County Travel	6,115	9,800	9,000	(800)	-8.16%
4110	Telecommunications	19	0	0	0	0.00%
4120	Advertising	2,055	4,400	3,550	(850)	-19.32%
4710	Printing, Binding, and Copying	0	200	200	0	0.00%
4810	Promotional Advertising and Expenses	5,180	6,900	6,600	(300)	-4.35%
4970	License, Permit, and Application Fees	637	0	0	0	0.00%
5120	General Office Supplies	2,032	1,500	1,500	0	0.00%
5230	Clothing and Wearing Apparel	684	0	500	500	100.00%
5250	Food and Food Supplies	0	200	200	0	0.00%
5260	Janitorial and other Maint. Supplies	93	100	100	0	0.00%
5280	Minor Equipment	155	475	1,800	1,325	278.95%
5290	Other Supplies	24,461	28,000	31,600	3,600	12.86%
5410	Reference Materials	1,650	1,700	1,700	0	0.00%
5420	Memberships	970	1,600	1,350	(250)	-15.63%
5531	Seminar/Training Reg. Fees	4,432	7,675	8,185	510	6.64%
Total Operating Expenses		113,603	126,620	225,055	98,435	77.74%
TOTAL EXPENDITURES		\$ 1,557,499	\$ 1,746,300	\$ 1,989,272	\$ 242,972	13.91%

LEE COUNTY PORT AUTHORITY
Program Summary Cover Sheet
Fiscal Year 2019 - 2020

Organization:

Fund: 41200 Airport Operating

Department: 1317 Purchasing

Organizational Category:

Executive
 Administration
 Aviation
 Development

Program Function:

The Purchasing/Procurement Department provides outstanding customer focused support to Lee County Port Authority and the business community, procuring the highest quality goods and services at the best value in a legal, ethical and professional manner following the Values and Guiding Principles whereby ensuring adherence to the highest standards at all times.

Working closely with internal client departments and legal, the purchasing staff utilizes project management from competitive process through vendor award/contract/purchase order consistent with the requirements of the Federal Guidelines, Model Procurement Code, Florida State Statutes and the Port Authority Purchasing Manual and Guidelines.

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FISCAL YEAR 2019/2020**

PURCHASING	FY 17/18	FY 18/19	FY 19/20	VARIANCE	PERCENT
CLERK VD5131741200	ACTUALS	APPROVED	PROPOSED	Over	Over
		BUDGET	BUDGET	(Under)	(Under)
PERSONNEL EXPENSES					
1210 Salaries - Base Salary	\$233,117	\$342,055	\$318,391	(\$23,664)	-6.92%
1230 Salaries - Part Time Regular	0	14,971	23,120	8,149	54.43%
1420 Holiday Pay	10,711	14,349	13,550	(799)	-5.57%
2110 FICA Taxes (OASDHI)	14,685	22,840	21,836	(1,004)	-4.39%
2120 FICA Taxes (Medicare)	3,434	5,571	5,326	(245)	-4.40%
2210 Regular Retirement	19,501	30,898	29,131	(1,767)	-5.72%
2310 Health Insurance	56,105	98,619	92,340	(6,279)	-6.37%
2320 Life Insurance	565	1,280	1,081	(199)	-15.56%
2330 Dental Insurance	1,813	4,798	2,470	(2,328)	-48.53%
2510 Unemployment Compensation	6,397	21,960	0	(21,960)	-100.00%
Total Personnel Services	346,328	557,341	507,243	(50,098)	-8.99%
OPERATING EXPENDITURES					
3190 Other Professional Services	623	2,500	1,000	(1,500)	-60.00%
4010 Local Mileage	625	200	200	0	0.00%
4022 Out of County Travel	3,052	7,500	9,000	1,500	20.00%
4110 Telecommunications	0	0	15	15	100.00%
4120 Advertising	1,400	2,300	2,300	0	0.00%
4211 Freight and Postage	(86)	0	0	0	0.00%
4710 Printing, Binding, and Copying	180	180	400	220	122.22%
4810 Promotional Advertising and Expenses	1,160	500	500	0	0.00%
4811 Promotions / Brochures	0	350	350	0	0.00%
4970 License, Permit, and Application Fees	0	400	400	0	0.00%
5120 General Office Supplies	474	500	500	0	0.00%
5230 Clothing and Wearing Apparel	446	500	500	0	0.00%
5260 Janitorial and other Maint. Supplies	18	0	75	75	100.00%
5280 Minor Equipment	542	300	550	250	83.33%
5420 Memberships	1,557	1,200	1,200	0	0.00%
5530 Educational Expense	518	2,400	1,200	(1,200)	-50.00%
5531 Seminar/Training Reg. Fees	2,169	5,150	5,150	0	0.00%
Total Operating Expenses	12,678	23,980	23,340	(640)	-2.67%
TOTAL EXPENDITURES	\$ 359,006	\$ 581,321	\$ 530,583	\$ (50,738)	-8.73%

LEE COUNTY PORT AUTHORITY
Program Summary Cover Sheet
Fiscal Year 2019 - 2020

Organization:

Fund: 41200 Airport Operating

Department: 1325 Information Technologies

Organizational Category:

- Executive
 - Administration
 - Aviation
 - Development
-
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Program Function:

Information Technologies Department provides support to Port Authority computer services; establishes standards for software and hardware; provides backup and restoration of public records; maintains computer systems and the system network; provides VIRUS protection and internet services; provides day-to-day management of all Port Authority's computer systems; coordinates consulting services to assure security; provides technical assistance in resolving computer problems; recommends new technology and provides user training.

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FISCAL YEAR 2019/2020**

<u>INFORMATION TECHNOLOGY</u>	FY 17/18	FY 18/19	FY 19/20	VARIANCE	PERCENT
CLERK VF5132541200	ACTUALS	APPROVED	PROPOSED	Over	Over
		BUDGET	BUDGET	(Under)	(Under)
PERSONNEL EXPENSES					
1210 Salaries - Base Salary	\$1,091,931	\$1,089,130	\$1,185,696	\$96,566	8.87%
1240 Disaster Pay	(54)	0	0	0	0.00%
1250 Special Pay (with Retirement)	18	0	0	0	0.00%
1410 Overtime (OT1)	1,259	10,513	11,200	687	6.54%
1415 Overtime (OT1.5)	424	12,180	12,892	712	5.85%
1420 Holiday Pay	44,025	45,038	49,323	4,285	9.51%
2110 FICA Taxes (OASDHI)	68,552	71,147	77,435	6,288	8.84%
2120 FICA Taxes (Medicare)	16,032	17,353	18,887	1,534	8.84%
2210 Regular Retirement	91,207	96,251	104,003	7,752	8.05%
2310 Health Insurance	241,210	275,372	316,203	40,831	14.83%
2311 Health Insurance Opt Out	0	600	600	0	0.00%
2320 Life Insurance	3,602	3,609	3,926	317	8.78%
2330 Dental Insurance	7,067	12,795	8,359	(4,436)	-34.67%
Total Personnel Services	1,565,273	1,633,988	1,788,525	154,537	9.46%
OPERATING EXPENDITURES					
3190 Other Professional Services	307,651	223,500	218,500	(5,000)	-2.24%
3460 Data Processing	1,032,549	1,562,750	1,653,302	90,552	5.79%
4010 Local Mileage	375	1,500	1,500	0	0.00%
4022 Out of County Travel	12,768	12,500	12,500	0	0.00%
4110 Telecommunications	318,545	393,275	395,850	2,575	0.65%
4211 Freight and Postage	10	0	0	0	0.00%
4431 Office Equipment Lease	54,768	70,000	70,000	0	0.00%
4630 Equipment Maintenance	160,463	264,200	253,200	(11,000)	-4.16%
4635 Equipment Repair Parts	6,257	13,500	18,500	5,000	37.04%
4710 Printing, Binding, and Copying	180	0	0	0	0.00%
4810 Promotional Advertising and Expenses	0	1,000	0	(1,000)	-100.00%
5120 General Office Supplies	45,146	77,000	87,000	10,000	12.99%
5221 Medical Supplies and Drugs	3	0	0	0	0.00%
5230 Clothing and Wearing Apparel	2,490	3,900	4,500	600	15.38%
5260 Janitorial and other Maint. Supplies	505	100	100	0	0.00%
5280 Minor Equipment	259,826	81,600	81,600	0	0.00%
5285 Miscellaneous Furniture	5,014	0	0	0	0.00%
5290 Other Supplies	13	400	400	0	0.00%
5410 Reference Materials	247	2,500	2,500	0	0.00%
5420 Memberships	300	1,940	2,440	500	25.77%
5530 Educational Expense	8,222	17,000	17,000	0	0.00%
5531 Seminar/Training Reg Fees	30,187	20,000	20,000	0	0.00%
Total Operating Expenses	2,245,519	2,746,665	2,838,892	92,227	3.36%
TOTAL EXPENDITURES	\$ 3,810,792	\$ 4,380,653	\$ 4,627,417	\$ 246,764	5.63%

LEE COUNTY PORT AUTHORITY
Program Summary Cover Sheet
Fiscal Year 2019 - 2020

Organization:

Fund: 41200 Airport Operating

Department: 4215 Property Management

Organizational Category:

Executive

Administration

Aviation

Development

Program Function:

Negotiates drafts and manages all revenue producing contracts, such as leases, licenses and permit agreements, covering the use or occupancy of all properties and facilities at Southwest Florida International Airport and Page Field. The department also oversees the Port Authority's property and casualty insurance functions including renewals, determining appropriate contractual limits, claims management as well as risk management.

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FISCAL YEAR 2019/2020**

<u>PROPERTY MANAGEMENT</u>	FY 17/18	FY 18/19	FY 19/20	VARIANCE	PERCENT
CLERK VF5421541200	ACTUALS	APPROVED	PROPOSED	Over	Over
		BUDGET	BUDGET	(Under)	(Under)
PERSONNEL EXPENSES					
1210 Salaries - Base Salary	\$295,240	\$364,557	\$393,431	\$28,874	7.92%
1420 Holiday Pay	12,245	15,136	16,488	1,352	8.93%
2110 FICA Taxes (OASDHI)	18,275	23,351	25,210	1,859	7.96%
2120 FICA Taxes (Medicare)	4,302	5,695	6,149	454	7.97%
2210 Regular Retirement	24,657	31,590	33,859	2,269	7.18%
2310 Health Insurance	56,370	88,376	92,340	3,964	4.48%
2320 Life Insurance	1,004	1,640	1,779	139	8.49%
2330 Dental Insurance	1,665	3,998	2,470	(1,528)	-38.23%
Total Personnel Services	413,758	534,343	571,726	37,383	7.00%
OPERATING EXPENDITURES					
3150 Appraisal Services	20,700	22,800	20,600	(2,200)	-9.65%
3190 Other Professional Services	89,155	72,000	85,725	13,725	19.06%
4010 Local Mileage	98	325	300	(25)	-7.69%
4022 Out of County Travel	2,535	11,500	12,700	1,200	10.43%
4024 International Travel	0	1,400	1,400	0	0.00%
4110 Telecommunications	66	0	0	0	0.00%
4520 Insurance and Bonds	1,207,519	1,601,698	1,650,726	49,028	3.06%
4620 Vehicle Maintenance	125	0	0	0	0.00%
4710 Printing, Binding, and Copying	240	120	120	0	0.00%
4811 Promotions / Brochures	0	100	0	(100)	-100.00%
4970 License, Permit, and Application Fees	43	0	0	0	0.00%
5120 General Office Supplies	925	1,600	1,600	0	0.00%
5260 Janitorial and other Maint. Supplies	109	0	0	0	0.00%
5280 Minor Equipment	875	5,000	0	(5,000)	-100.00%
5410 Reference Materials	2,219	3,285	1,700	(1,585)	-48.25%
5420 Memberships	2,069	2,490	2,480	(10)	-0.40%
5530 Educational Expense	0	0	6,500	6,500	100.00%
5531 Seminar/Training Reg. Fees	2,100	9,165	7,500	(1,665)	-18.17%
Total Operating Expenses	1,328,778	1,731,483	1,791,351	59,868	3.46%
TOTAL EXPENDITURES	\$ 1,742,536	\$ 2,265,826	\$ 2,363,077	\$ 97,251	4.29%

LEE COUNTY PORT AUTHORITY
Program Summary Cover Sheet
Fiscal Year 2019 - 2020

Organization:

Fund: 41200 Airport Operating

Department: Development

Organizational Category:

Executive
 Administration
 Aviation
 Development

Program Function:

Development - Responsible for overall management of all Development Departments. Main function is to keep projects under budget, on schedule, and fully coordinated. Responsible for contract compliance of all professional and construction-related services. Reviews and processes all contract amendments, payment requests and project close-out documentation in accordance with Lee County Port Authority policies and procedures.

Engineering/Construction Management - Transforms development concepts of Port Authority management into construction documents ready for bidding and construction. Manages all designs, studies and analyses related to airport improvement projects. Manages and coordinates the work of construction, construction management, and construction administration activities. Strives to complete construction projects in accordance with the Port Authority's objectives on cost, time, quality of work and minimization of interruptions to normal airport operations.

Planning and Environmental Compliance – Responsible for completing Master Plan Updates, Lee Plan amendments and rezonings, noise studies, environmental assessments, assures NPDES compliance, coordination/review of FAA/FDOT policies and other governmental permitting agency requirements, along with local government regulations, for FMY, RSW and adjoining developments. Facilitates compliance with all local, state and federal environmental regulations, as well as assuring that permit compliance is maintained. Oversees management of 7,000 acre Mitigation Park. Maintain noise hotline, respond to noise comments, provide airspace reviews and issue tall structure permits.

LEE COUNTY PORT AUTHORITY
Program Summary Cover Sheet
Fiscal Year 2019 - 2020

Organization:

Fund: 41200 Airport Operating

Department: Development

Organizational Category:

- Executive
 - Administration
 - Aviation
 - Development
-
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Government Affairs & Grants - Secures funding assistance from the Federal Aviation Administration, Florida Department of Transportation and other sources. Ensures compliance with all grant assurances and coordinates all development contracts and contract changes with the appropriate state and federal agencies. Reviews all federal and state legislation that may impact airports and coordinates issues with affected departments. In accordance with the regulations of the Department of Transportation 49 CFR Part 23 & 26, develops, implements and manages the Port Authority's Disadvantaged Business Enterprise (DBE) program. This includes carrying out technical assistance activities; disseminating information on available business opportunities; and assuring the award and administration of DOT-assisted contracts is non-discriminatory.

Development Services – Responsible for multiple airport functions including: administration of the Port Authority's Work Permit program, administration of the Development Division's professional services contracts; oversight of the web based Project Reporting System; CADD and graphics support including responsibility for aerial imagery; oversight of the LCPA Geographical Information System (GIS). Support other Port Authority departments by providing Due Diligence Reports containing infrastructure and demographic information of airport property.

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FISCAL YEAR 2019/2020**

DEVELOPMENT ADMINISTRATION	FY 17/18	FY 18/19	FY 19/20	VARIANCE	PERCENT
CLERK WB5121341200	ACTUALS	APPROVED	PROPOSED	Over	Over
		BUDGET	BUDGET	(Under)	(Under)
PERSONNEL EXPENSES					
1210 Salaries - Base Salary	\$400,333	\$403,297	\$420,834	\$17,537	4.35%
1420 Holiday Pay	15,955	16,300	17,094	794	4.87%
2110 FICA Taxes (OASDHI)	19,406	25,805	26,933	1,128	4.37%
2120 FICA Taxes (Medicare)	5,941	6,294	6,569	275	4.37%
2210 Regular Retirement	62,988	65,676	68,817	3,141	4.78%
2310 Health Insurance	51,480	58,600	60,858	2,258	3.85%
2320 Life Insurance	1,720	1,960	2,046	86	4.37%
2330 Dental Insurance	1,332	2,399	1,482	(917)	-38.23%
Total Personnel Services	559,155	580,331	604,632	24,301	4.19%
OPERATING EXPENDITURES					
4010 Local Mileage	1	20	20	0	0.00%
4011 Bridge Tickets & Passes	0	10	20	10	100.00%
4022 Out of County Travel	5,273	13,800	16,600	2,800	20.29%
4024 International Travel	3,814	11,300	4,500	(6,800)	-60.18%
4110 Telecommunications	30	100	30	(70)	-70.00%
4710 Printing, Binding, and Copying	120	70	70	0	0.00%
4810 Promotional Advertising and Expenses	577	0	450	450	100.00%
4970 License, Permit, and Application Fees	49	99	99	0	0.00%
5120 General Office Supplies	1,329	1,000	1,100	100	10.00%
5260 Janitorial and other Maint. Supplies	0	0	15	15	100.00%
5280 Minor Equipment	562	200	800	600	300.00%
5290 Other Supplies	0	50	30	(20)	-40.00%
5410 Reference Materials	158	150	100	(50)	-33.33%
5420 Memberships	856	1,460	1,260	(200)	-13.70%
5530 Educational Expense	0	200	200	0	0.00%
5531 Seminar/Training Reg. Fees	4,203	7,090	10,530	3,440	48.52%
Total Operating Expenses	16,972	35,549	35,824	275	0.77%
TOTAL EXPENDITURES	\$576,127	\$ 615,880	\$ 640,456	\$ 24,576	3.99%

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FISCAL YEAR 2019/2020**

DEVELOPMENT - ENGINEERING	FY 17/18	FY 18/19	FY 19/20	VARIANCE	PERCENT
CLERK WB5422541200	ACTUALS	APPROVED	PROPOSED	Over	Over
		BUDGET	BUDGET	(Under)	(Under)
PERSONNEL EXPENSES					
1210 Salaries - Base Salary	\$363,078	\$362,860	\$379,404	\$16,544	4.56%
1310 Pay - Non-permanent labor	0	3,800	3,800	0	0.00%
1420 Holiday Pay	15,147	15,107	15,933	826	5.47%
2110 FICA Taxes (OASDHI)	22,307	23,245	24,313	1,068	4.60%
2120 FICA Taxes (Medicare)	5,217	5,670	5,930	260	4.59%
2210 Regular Retirement	30,329	31,447	32,655	1,208	3.84%
2310 Health Insurance	60,660	68,843	72,054	3,211	4.66%
2320 Life Insurance	1,424	1,536	1,609	73	4.77%
2330 Dental Insurance	1,776	3,199	1,976	(1,223)	-38.24%
Total Personnel Services	499,938	515,707	537,674	21,967	4.26%
OPERATING EXPENDITURES					
4010 Local Mileage	0	150	0	(150)	-100.00%
4011 Bridge Tickets & Passes	0	10	0	(10)	-100.00%
4022 Out of County Travel	3,010	4,800	7,700	2,900	60.42%
4110 Telecommunications	107	0	0	0	0.00%
4710 Printing, Binding, and Copying	60	60	60	0	0.00%
4970 License, Permit, and Application Fees	142	200	200	0	0.00%
5120 General Office Supplies	174	100	100	0	0.00%
5230 Clothing and Wearing Apparel	451	50	0	(50)	-100.00%
5280 Minor Equipment	188	375	375	0	0.00%
5410 Reference Materials	0	100	100	0	0.00%
5420 Memberships	1,193	1,637	1,649	12	0.73%
5530 Educational Expense	0	0	1,000	1,000	100.00%
5531 Seminar/Training Reg. Fees	1,884	2,600	2,770	170	6.54%
Total Operating Expenses	7,209	10,082	13,954	3,872	38.41%
TOTAL EXPENDITURES	\$ 507,147	\$ 525,789	\$ 551,628	\$ 25,839	4.91%

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FISCAL YEAR 2019/2020**

<u>DEVELOPMENT - PLANNING</u>	FY 17/18	FY 18/19	FY 19/20	VARIANCE	PERCENT
<u>CLERK WB5152041200</u>	ACTUALS	APPROVED	PROPOSED	Over	Over
		BUDGET	BUDGET	(Under)	(Under)
PERSONNEL EXPENSES					
1210 Salaries - Base Salary	\$345,940	\$373,452	\$331,359	(\$42,093)	-11.27%
1415 Overtime (OT1.5)	190	0	0	0	0.00%
1420 Holiday Pay	15,044	15,879	13,830	(2,049)	-12.90%
2110 FICA Taxes (OASDHI)	21,743	23,944	21,229	(2,715)	-11.34%
2120 FICA Taxes (Medicare)	5,085	5,840	5,178	(662)	-11.34%
2210 Regular Retirement	28,939	32,392	28,513	(3,879)	-11.98%
2310 Health Insurance	60,660	79,086	83,249	4,163	5.26%
2311 Health Insurance Opt Out	365	600	600	0	100.00%
2320 Life Insurance	1,167	1,664	1,452	(212)	-12.72%
2330 Dental Insurance	1,776	3,998	2,470	(1,528)	-38.23%
Total Personnel Services	480,909	536,855	487,880	(48,975)	-9.12%
OPERATING EXPENDITURES					
3460 Data Processing	8	0	0	0	0.00%
4010 Local Mileage	5	20	40	20	100.00%
4022 Out of County Travel	10,741	10,300	12,200	1,900	18.45%
4024 International Travel	0	1,500	0	(1,500)	-100.00%
4025 Interview Expense	522	0	0	0	0.00%
4110 Telecommunications	44	0	0	0	0.00%
4710 Printing, Binding, and Copying	0	500	500	0	0.00%
4970 License, Permit, and Application Fees	185	100	100	0	0.00%
5120 General Office Supplies	434	500	500	0	0.00%
5230 Clothing and Wearing Apparel	0	0	100	100	100.00%
5260 Janitorial and other Maint. Supplies	7	0	0	0	0.00%
5280 Minor Equipment	514	300	700	400	133.33%
5420 Memberships	524	1,275	1,390	115	9.02%
5530 Educational Expense	0	4,450	3,500	(950)	-21.35%
5531 Seminar/Training Reg. Fees	4,989	7,280	7,600	320	4.40%
Total Operating Expenses	17,973	26,225	26,630	405	1.54%
TOTAL EXPENDITURES	\$ 498,882	\$ 563,080	\$ 514,510	\$(48,570)	-8.63%

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FISCAL YEAR 2019/2020**

DEVELOPMENT GOVERNMENT SERVICES CLERK WB5132341200	FY 17/18 ACTUALS	FY 18/19 APPROVED BUDGET	FY 19/20 PROPOSED BUDGET	VARIANCE Over (Under)	PERCENT Over (Under)
PERSONNEL EXPENSES					
1210 Salaries - Base Salary	\$269,568	\$317,568	\$342,506	\$24,938	7.85%
1420 Holiday Pay	11,546	13,527	14,706	1,179	8.71%
2110 FICA Taxes (OASDHI)	16,620	20,362	21,969	1,607	7.89%
2120 FICA Taxes (Medicare)	3,887	4,966	5,358	392	7.90%
2210 Regular Retirement	22,551	27,547	29,506	1,959	7.11%
2310 Health Insurance	51,480	78,133	81,144	3,011	3.85%
2320 Life Insurance	1,091	1,402	1,509	107	7.60%
2330 Dental Insurance	1,332	3,199	1,976	(1,223)	-38.24%
Total Personnel Services	378,075	466,704	498,672	31,968	6.85%
OPERATING EXPENDITURES					
4010 Local Mileage	12	300	300	0	0.00%
4015 County Sponsored Functions	2,500	3,200	3,200	0	0.00%
4022 Out of County Travel	17,505	21,400	22,000	600	2.80%
4110 Telecommunications	58	0	0	0	0.00%
4120 Advertising	0	500	0	(500)	-100.00%
4710 Printing, Binding, and Copying	60	120	120	0	0.00%
4810 Promotional Advertising and Expenses	1,045	2,350	2,850	500	21.28%
5120 General Office Supplies	198	500	350	(150)	-30.00%
5280 Minor Equipment	686	200	200	0	0.00%
5410 Reference Materials	3,650	3,700	8,695	4,995	135.00%
5420 Memberships	37,825	37,825	37,825	0	0.00%
5531 Seminar/Training Reg. Fees	5,250	8,925	6,330	(2,595)	-29.08%
Total Operating Expenses	68,789	79,020	81,870	2,850	3.61%
TOTAL EXPENDITURES	\$ 446,864	\$ 545,724	\$ 580,542	\$ 34,818	6.38%

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FISCAL YEAR 2019/2020**

<u>DEVELOPMENT - SERVICES</u>	FY 17/18	FY 18/19	FY 19/20	VARIANCE	PERCENT
CLERK WB5131341200	ACTUALS	APPROVED	PROPOSED	Over	Over
		BUDGET	BUDGET	(Under)	(Under)
PERSONNEL EXPENSES					
1210 Salaries - Base Salary	\$500,890	\$509,631	\$498,115	(\$11,516)	-2.26%
1420 Holiday Pay	21,119	21,288	21,023	(265)	-1.24%
2110 FICA Taxes (OASDHI)	31,673	32,651	31,927	(724)	-2.22%
2120 FICA Taxes (Medicare)	7,407	7,964	7,787	(177)	-2.22%
2210 Regular Retirement	41,858	44,172	42,881	(1,291)	-2.92%
2310 Health Insurance	104,160	118,153	142,002	23,849	20.18%
2320 Life Insurance	1,518	1,640	1,624	(16)	-0.98%
2330 Dental Insurance	3,108	5,598	3,457	(2,141)	-38.24%
Total Personnel Services	711,733	741,097	748,816	7,719	1.04%
OPERATING EXPENDITURES					
3190 Other Professional Services	0	5,500	6,000	500	9.09%
3460 Data Processing	8	0	0	0	0.00%
3490 Other Contracted Services	480	0	0	0	0.00%
4010 Local Mileage	0	300	300	0	0.00%
4022 Out of County Travel	1,205	7,347	5,912	(1,435)	-19.53%
4110 Telecommunications	52	200	200	0	0.00%
4410 Land, Building, Parking Rental	303	0	0	0	0.00%
4630 Equipment Maintenance	0	2,400	2,400	0	0.00%
4635 Equipment Repair Parts	0	100	100	0	0.00%
4710 Printing, Binding, and Copying	6,280	400	580	180	45.00%
4810 Promotional Advertising and Expenses	0	0	20,000	20,000	100.00%
4930 Deputy Clerk Fees	45	100	0	(100)	-100.00%
5120 General Office Supplies	2,587	5,280	4,230	(1,050)	-19.89%
5280 Minor Equipment	339	200	400	200	100.00%
5410 Reference Materials	59	360	660	300	83.33%
5420 Memberships	247	662	662	0	0.00%
5531 Seminar/Training Reg. Fees	3,485	4,150	4,150	0	0.00%
Total Operating Expenses	15,090	26,999	45,594	18,595	68.87%
TOTAL EXPENDITURES	\$726,823	\$ 768,096	\$ 794,410	\$ 26,314	3.43%

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FISCAL YEAR 2019/2020**

<u>NON-DEPARTMENTAL</u>	FY 17/18	FY 18/19	FY 19/20	VARIANCE	PERCENT
CLERK WB5422741200	ACTUALS	APPROVED	PROPOSED	Over	Over
		BUDGET	BUDGET	(Under)	(Under)
OPERATING EXPENDITURES					
3140 Architect & Engineering Services	\$450,328	\$549,000	\$565,896	\$16,896	3.08%
3190 Other Professional Services	832,127	635,000	725,987	90,987	14.33%
3460 Data Processing	0	500	0	(500)	-100.00%
3490 Other Contracted Services	726,624	865,478	799,582	(65,896)	-7.61%
4970 License, Permit, and Application Fees	100	1,000	1,000	0	0.00%
5280 Minor Equipment	0	500	0	(500)	-100.00%
Total Operating Expenses	2,009,179	2,051,478	2,092,465	40,987	2.00%
TOTAL EXPENDITURES	\$ 2,009,179	\$ 2,051,478	\$ 2,092,465	\$ 40,987	2.00%

LEE COUNTY PORT AUTHORITY
Program Summary Cover Sheet
Fiscal Year 2019 - 2020

Organization:

Fund: 41200 Airport Operating

Department: Airport Maintenance (RSW)

Organizational Category:

Executive
 Administration
 Aviation
 Development

Program Function:

The Maintenance Department is comprised of three main sections, Airfield/Grounds, Terminal, and Resources.

The Airfield/Grounds section provides the airport grounds maintenance to include landscaping, mowing, irrigation, planting, lakes, ditches, trash control and airfield mowing. Airside Maintenance activities include; airfield lighting, airfield signs, runways, taxiways, aprons, Maintenance of FAA Part 139 standards and NAVAIDS as well as the landside building maintenance of the parking garage, taxi/limo, vehicle maintenance, field shop, training center, airfield maintenance bldg., sign shop, carpenter shop, toll booth/building, airfield vault, air freight, all roadways, parking lots, lift stations, emergency generators and fencing.

The Terminal Maintenance section of the department provides the maintenance of the terminal building, RAC building, ARFF Station, chiller plant, HVAC system, fire protection system, public address system, emergency systems, lighting, baggage handling system, security/CCTV system, locks and access controls, housekeeping, light construction, contract maintenance and elevator/escalator maintenance.

The Resources section provides the maintenance of the vehicle and equipment fleet, warehouse operations, fuel management system, welding/fabrication shop, CMMS and departmental programs.

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FISCAL YEAR 2019/2020**

<u>AIRPORT MAINTENANCE</u>		FY 17/18	FY 18/19	FY 19/20	VARIANCE	PERCENT
ROLLUP		ACTUALS	APPROVED	PROPOSED	Over	Over
CLERK WJ5422841200			BUDGET	BUDGET	(Under)	(Under)
PERSONNEL EXPENSES						
1210	Salaries - Base Salary	\$4,903,791	\$5,105,251	\$5,240,491	\$ 135,240	2.65%
1250	Special Pay (with Retirement)	28,934	24,793	26,337	1,544	6.23%
1410	Overtime (OT1)	56,756	65,985	68,611	2,626	3.98%
1415	Overtime (OT1.5)	159,620	161,580	166,853	5,273	3.26%
1420	Holiday Pay	168,933	212,203	216,825	4,622	2.18%
1425	Holiday Pay 1.5	50,134	70,419	72,319	1,900	2.70%
2110	FICA Taxes (OASDHI)	319,926	346,106	355,374	9,268	2.68%
2120	FICA Taxes (Medicare)	74,502	84,416	86,677	2,261	2.68%
2210	Regular Retirement	453,515	468,227	477,299	9,072	1.94%
2310	Health Insurance	1,407,084	1,759,999	1,908,949	148,950	8.46%
2311	Health Insurance Opt Out	604	0	0	0	0.00%
2320	Life Insurance	12,583	15,561	15,751	190	1.22%
2330	Dental Insurance	39,242	83,006	52,182	(30,824)	-37.13%
Total Personnel Services		7,675,624	8,397,546	8,687,667	290,121	3.45%
OPERATING EXPENDITURES						
3190	Other Professional Services	277,296	213,700	193,900	(19,800)	-9.27%
3430	Uniform/Laundry Service	16,577	20,000	21,500	1,500	7.50%
3490	Other Contracted Services	852,322	1,711,250	1,516,000	(195,250)	-11.41%
4010	Local Mileage	765	150	150	0	0.00%
4022	Out of County Travel	33,360	27,000	27,000	0	0.00%
4110	Telecommunications	1,038	2,750	1,750	(1,000)	-36.36%
4310	Electric	2,965,370	3,227,488	3,274,298	46,810	1.45%
4315	Television Cable Services	1,888	1,800	2,000	200	11.11%
4330	Water and Sewer	398,112	421,959	428,117	6,158	1.46%
4340	Trash and Garbage	332,771	345,618	347,318	1,700	0.49%
4410	Land, Building, Parking Rental	11,361	12,400	12,240	(160)	-1.29%
4420	Vehicle Rental	1,011	3,000	3,000	0	0.00%
4450	Other Equipment Rental	44,476	49,000	48,200	(800)	-1.63%
4610	Building Maintenance	633,617	145,000	289,000	144,000	99.31%
4615	Maintenance Materials	609,853	224,300	229,300	5,000	2.23%
4620	Vehicle Maintenance	142,911	214,000	226,000	12,000	5.61%
4630	Equipment Maintenance	171,887	152,000	131,500	(20,500)	-13.49%
4635	Equipment Repair Parts	1,535,783	1,524,500	1,326,000	(198,500)	-13.02%
4663	Horticultural	54,153	35,000	50,000	15,000	42.86%
4710	Printing, Binding, and Copying	1,886	3,050	3,050	0	0.00%
4810	Promotional Advertising and Expenses	950	0	0	0	0.00%
4955	Solid Waste Assessment	64,460	72,200	70,000	(2,200)	-3.05%
4970	License, Permit, and Application Fees	11,052	9,100	9,900	800	8.79%
5120	General Office Supplies	24,381	28,200	28,200	0	0.00%
5210	Fuel and Lubricants	488,249	746,895	678,814	(68,081)	-9.12%
5221	Medical Supplies and Drugs	870	3,000	5,000	2,000	66.67%
5230	Clothing and Wearing Apparel	35,007	37,740	37,740	0	0.00%
5240	Chemicals	104,935	75,450	77,200	1,750	2.32%
5250	Food and Food Supplies	172	400	400	0	0.00%
5260	Janitorial and other Maint. Supplies	31,377	31,000	25,700	(5,300)	-17.10%
5280	Minor Equipment	112,389	92,250	156,050	63,800	69.16%
5290	Other Supplies	23,628	33,650	36,150	2,500	7.43%

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FISCAL YEAR 2019/2020**

<u>AIRPORT MAINTENANCE</u>	FY 17/18	FY 18/19	FY 19/20	VARIANCE	PERCENT
<u>ROLLUP</u>	ACTUALS	APPROVED	PROPOSED	Over	Over
<u>CLERK WJ5422841200</u>		BUDGET	BUDGET	(Under)	(Under)
5310 Asphalt and Coldmix	4,214	2,000	20,000	18,000	900.00%
5320 Road Base Materials	10,215	20,000	20,000	0	0.00%
5340 Cement and Concrete	573	2,000	2,000	0	0.00%
5360 Sign Material	73,828	55,000	75,000	20,000	36.36%
5390 Other Road Materials	30,609	45,000	61,000	16,000	35.56%
5410 Reference Materials	5,380	6,900	4,900	(2,000)	-28.99%
5420 Memberships	687	910	910	0	0.00%
5530 Educational Expense	9,971	16,000	19,000	3,000	18.75%
5531 Seminar/Training Reg. Fees	52,522	40,050	40,050	0	0.00%
Total Operating Expenses	9,171,906	9,651,710	9,498,337	(153,373)	-1.59%
TOTAL EXPENDITURES	\$ 16,847,530	\$ 18,049,256	\$ 18,186,004	\$ 136,748	0.76%

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FISCAL YEAR 2019/2020**

<u>MAINTENANCE - RESOURCES</u>	FY 17/18	FY 18/19	FY 19/20	VARIANCE	PERCENT
<u>CLERK WJ5100041200</u>	ACTUALS	APPROVED	PROPOSED	Over	Over
		BUDGET	BUDGET	(Under)	(Under)
PERSONNEL EXPENSES					
1210 Salaries - Base Salary	\$742,191	\$754,846	\$788,294	\$ 33,448	4.43%
1250 Special Pay (with Retirement)	437	980	980	0	0.00%
1410 Overtime (OT1)	10,650	16,806	17,504	698	4.15%
1415 Overtime (OT1.5)	5,280	20,499	21,388	889	4.34%
1420 Holiday Pay	30,569	31,431	32,760	1,329	4.23%
1425 Holiday Pay 1.5	0	9,316	9,709	393	4.22%
2110 FICA Taxes (OASDHI)	47,544	50,515	52,745	2,230	4.41%
2120 FICA Taxes (Medicare)	11,119	12,321	12,865	544	4.41%
2210 Regular Retirement	67,635	68,339	70,841	2,502	3.66%
2310 Health Insurance	210,150	253,790	247,508	(6,282)	-2.48%
2320 Life Insurance	1,800	2,161	2,256	95	4.39%
2330 Dental Insurance	6,401	11,835	7,310	(4,525)	-38.23%
Total Personnel Services	1,133,776	1,232,839	1,264,160	31,321	2.54%
OPERATING EXPENDITURES					
3190 Other Professional Services	7,767	9,200	45,400	36,200	393.48%
3430 Uniform/Laundry Service	2,404	3,000	3,000	0	0.00%
3490 Other Contracted Services	713	2,000	2,000	0	0.00%
4010 Local Mileage	765	150	150	0	0.00%
4022 Out of County Travel	8,547	5,500	5,500	0	0.00%
4110 Telecommunications	503	750	750	0	0.00%
4310 Electric	2,965,370	3,227,488	3,274,298	46,810	1.45%
4315 Television Cable Services	196	0	0	0	0.00%
4330 Water and Sewer	398,112	421,959	428,117	6,158	1.46%
4340 Trash and Garbage	332,771	345,618	338,318	(7,300)	-2.11%
4410 Land, Building, Parking Rental	11,361	12,400	12,240	(160)	-1.29%
4420 Vehicle Rental	1,011	3,000	3,000	0	0.00%
4450 Other Equipment Rental	17,400	17,500	17,500	0	0.00%
4615 Maintenance Materials	66,847	75,000	75,000	0	0.00%
4620 Vehicle Maintenance	142,801	214,000	226,000	12,000	5.61%
4630 Equipment Maintenance	93,777	62,000	67,500	5,500	8.87%
4635 Equipment Repair Parts	571,220	649,500	649,500	0	0.00%
4710 Printing, Binding, and Copying	1,706	2,500	2,500	0	0.00%
4810 Promotional Advertising and Expenses	950	0	0	0	0.00%
4955 Solid Waste Assessment	64,460	72,200	70,000	(2,200)	-3.05%
4970 License, Permit, and Application Fees	1,214	1,600	2,500	900	56.25%
5120 General Office Supplies	19,830	22,500	22,500	0	0.00%
5210 Fuel and Lubricants	486,744	746,895	678,814	(68,081)	-9.12%
5221 Medical Supplies and Drugs	870	3,000	5,000	2,000	66.67%
5230 Clothing and Wearing Apparel	13,331	12,980	12,980	0	0.00%
5240 Chemicals	6,787	4,750	6,500	1,750	36.84%
5250 Food and Food Supplies	172	400	400	0	0.00%
5260 Janitorial and other Maint. Supplies	23,110	21,500	22,500	1,000	4.65%
5280 Minor Equipment	21,510	20,000	84,000	64,000	320.00%
5290 Other Supplies	9,493	13,750	12,250	(1,500)	-10.91%
5390 Other Road Materials	8,390	15,000	15,000	0	0.00%
5410 Reference Materials	5,380	5,700	3,700	(2,000)	-35.09%
5420 Memberships	373	310	310	0	0.00%
5530 Educational Expense	0	4,500	4,500	0	0.00%
5531 Seminar/Training Reg. Fees	8,211	9,750	9,750	0	0.00%
Total Operating Expenses	5,294,096	6,006,400	6,101,477	95,077	1.58%
TOTAL EXPENDITURES	\$ 6,427,872	\$ 7,239,239	\$ 7,365,637	\$ 126,398	1.75%

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FISCAL YEAR 2019/2020**

<u>MAINTENANCE - TERMINAL</u>	FY 17/18	FY 18/19	FY 19/20	VARIANCE	PERCENT
<u>CLERK WJ5200041200</u>	ACTUALS	APPROVED	PROPOSED	Over	Over
		BUDGET	BUDGET	(Under)	(Under)
PERSONNEL EXPENSES					
1210 Salaries - Base Salary	\$2,638,095	\$2,720,463	\$2,745,230	\$ 24,767	0.91%
1250 Special Pay (with Retirement)	20,011	16,267	17,027	760	4.67%
1410 Overtime (OT1)	33,261	30,742	31,875	1,133	3.69%
1415 Overtime (OT1.5)	113,318	96,882	99,476	2,594	2.68%
1420 Holiday Pay	74,543	112,129	112,779	650	0.58%
1425 Holiday Pay 1.5	48,464	37,465	37,977	512	1.37%
2110 FICA Taxes (OASDHI)	173,531	185,358	187,228	1,870	1.01%
2120 FICA Taxes (Medicare)	40,265	45,209	45,665	456	1.01%
2210 Regular Retirement	243,715	250,760	251,464	704	0.28%
2310 Health Insurance	732,699	933,074	1,002,434	69,360	7.43%
2311 Health Insurance Opt Out	604		0	0	0.00%
2320 Life Insurance	6,892	8,663	8,537	(126)	-1.46%
2330 Dental Insurance	18,411	42,383	26,178	(16,205)	-38.24%
Total Personnel Services	4,143,809	4,479,395	4,565,870	86,475	1.93%
OPERATING EXPENDITURES					
3190 Other Professional Services	224,453	124,500	119,500	(5,000)	-4.02%
3430 Uniform/Laundry Service	7,750	10,000	10,500	500	5.00%
3490 Other Contracted Services	270,214	845,250	443,000	(402,250)	-47.59%
4022 Out of County Travel	14,908	12,000	12,000	0	0.00%
4110 Telecommunications	256	1,700	700	(1,000)	-58.82%
4450 Other Equipment Rental	9,530	6,500	9,500	3,000	46.15%
4610 Building Maintenance	413,829	129,000	96,000	(33,000)	-25.58%
4615 Maintenance Materials	439,547	129,300	129,300	0	0.00%
4630 Equipment Maintenance	68,192	79,000	49,000	(30,000)	-37.97%
4635 Equipment Repair Parts	829,498	690,000	522,000	(168,000)	-24.35%
4710 Printing, Binding, and Copying	60	400	400	0	0.00%
4970 License, Permit, and Application Fees	9,530	7,000	6,900	(100)	-1.43%
5120 General Office Supplies	3,144	3,200	3,200	0	0.00%
5210 Fuel and Lubricants	1,505	0	0	0	0.00%
5230 Clothing and Wearing Apparel	11,549	13,460	13,460	0	0.00%
5240 Chemicals	2,061	700	700	0	0.00%
5260 Janitorial and other Maint. Supplies	6,279	8,500	2,200	(6,300)	-74.12%
5280 Minor Equipment	40,535	39,750	39,550	(200)	-0.50%
5290 Other Supplies	10,702	15,900	19,900	4,000	25.16%
5410 Reference Materials	0	850	850	0	0.00%
5530 Educational Expense	9,252	9,000	12,000	3,000	33.33%
5531 Seminar/Training Reg. Fees	31,994	17,800	17,800	0	0.00%
Total Operating Expenses	2,404,788	2,143,810	1,508,460	(635,350)	-29.64%
TOTAL EXPENDITURES	\$ 6,548,597	\$ 6,623,205	\$ 6,074,330	\$ (548,875)	-8.29%

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FISCAL YEAR 2019/2020**

<u>MAINTENANCE - AIRFIELD</u>	FY 17/18	FY 18/19	FY 19/20	VARIANCE	PERCENT
<u>CLERK WJ5300041200</u>	ACTUALS	APPROVED	PROPOSED	Over	Over
		BUDGET	BUDGET	(Under)	(Under)
PERSONNEL EXPENSES					
1210 Salaries - Base Salary	\$1,523,505	\$1,629,942	\$1,706,967	\$ 77,025	4.73%
1250 Special Pay (with Retirement)	8,486	7,546	8,330	784	10.39%
1410 Overtime (OT1)	12,845	18,437	19,232	795	4.31%
1415 Overtime (OT1.5)	41,022	44,199	45,989	1,790	4.05%
1420 Holiday Pay	63,821	68,643	71,285	2,642	3.85%
1425 Holiday Pay 1.5	1,670	23,638	24,633	995	4.21%
2110 FICA Taxes (OASDHI)	98,851	110,233	115,401	5,168	4.69%
2120 FICA Taxes (Medicare)	23,118	26,886	28,147	1,261	4.69%
2210 Regular Retirement	142,165	149,128	154,994	5,866	3.93%
2310 Health Insurance	464,235	573,135	659,007	85,872	14.98%
2320 Life Insurance	3,891	4,737	4,959	222	4.68%
2330 Dental Insurance	14,430	28,788	18,694	(10,094)	-35.06%
Total Personnel Services	2,398,039	2,685,312	2,857,636	172,324	6.42%
OPERATING EXPENDITURES					
3190 Other Professional Services	45,076	80,000	29,000	(51,000)	-63.75%
3430 Uniform/Laundry Service	6,423	7,000	8,000	1,000	14.29%
3490 Other Contracted Services	581,395	864,000	1,071,000	207,000	23.96%
4022 Out of County Travel	9,905	9,500	9,500	0	0.00%
4110 Telecommunications	279	300	300	0	0.00%
4315 Television Cable Services	1,692	1,800	2,000	200	11.11%
4340 Trash and Garbage	0	0	9,000	9,000	100.00%
4450 Other Equipment Rental	17,546	25,000	21,200	(3,800)	-15.20%
4610 Building Maintenance	219,788	16,000	193,000	177,000	1106.25%
4615 Maintenance Materials	103,459	20,000	25,000	5,000	25.00%
4620 Vehicle Maintenance	110	0	0	0	0.00%
4630 Equipment Maintenance	9,918	11,000	15,000	4,000	36.36%
4635 Equipment Repair Parts	135,065	185,000	154,500	(30,500)	-16.49%
4663 Horticultural	54,153	35,000	50,000	15,000	42.86%
4710 Printing, Binding, and Copying	120	150	150	0	0.00%
4970 License, Permit, and Application Fees	308	500	500	0	0.00%
5120 General Office Supplies	1,407	2,500	2,500	0	0.00%
5230 Clothing and Wearing Apparel	10,127	11,300	11,300	0	0.00%
5240 Chemicals	96,087	70,000	70,000	0	0.00%
5260 Janitorial and other Maint. Supplies	1,988	1,000	1,000	0	0.00%
5280 Minor Equipment	50,344	32,500	32,500	0	0.00%
5290 Other Supplies	3,433	4,000	4,000	0	0.00%
5310 Asphalt and Coldmix	4,214	2,000	20,000	18,000	900.00%

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FISCAL YEAR 2019/2020**

<u>MAINTENANCE - AIRFIELD</u>	FY 17/18	FY 18/19	FY 19/20	VARIANCE	PERCENT
CLERK WJ5300041200	ACTUALS	APPROVED	PROPOSED	Over	Over
		BUDGET	BUDGET	(Under)	(Under)
5320 Road Base Materials	10,215	20,000	20,000	0	0.00%
5340 Cement and Concrete	573	2,000	2,000	0	0.00%
5360 Sign Material	73,828	55,000	75,000	20,000	36.36%
5390 Other Road Materials	22,219	30,000	46,000	16,000	53.33%
5410 Reference Materials	0	350	350	0	0.00%
5420 Memberships	314	600	600	0	0.00%
5530 Educational Expense	719	2,500	2,500	0	100.00%
5531 Seminar/Training Reg. Fees	12,317	12,500	12,500	0	0.00%
Total Operating Expenses	<u>1,473,022</u>	<u>1,501,500</u>	<u>1,888,400</u>	<u>386,900</u>	<u>25.77%</u>
TOTAL EXPENDITURES	<u>\$ 3,871,061</u>	<u>\$4,186,812</u>	<u>\$ 4,746,036</u>	<u>\$ 559,224</u>	<u>13.36%</u>

LEE COUNTY PORT AUTHORITY
Program Summary Cover Sheet
Fiscal Year 2019 - 2020

Organization:

Fund: 41200 Airport Operating

Department: 4229 Airport Contract Management

Organizational Category:

Executive

Administration

Aviation

Development

Program Function:

Oversee a multitude of outsourced service, maintenance, and support contracts which provide important services to the Lee County Port Authority. Prepare comprehensive solicitations for a variety of services that furnish valuable labor and material resources and support to the Aviation Division and other Authority departments as necessary.

Representative Airport Contract Maintenance service and support agreements include parking lot and shuttle service management, janitorial routine and project services, baggage handling systems management, rental car fuel system management, elevator and escalator equipment repair and maintenance, chillers system and building controls support, interior plantscaping services, parking access and revenue control system maintenance, pest control services and general maintenance and support services.

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FISCAL YEAR 2019/2020**

<u>CONTRACT MANAGEMENT</u>	FY 17/18	FY 18/19	FY 19/20	VARIANCE	PERCENT
CLERK WJ5422941200	ACTUALS	APPROVED BUDGET	PROPOSED BUDGET	Over (Under)	Over (Under)
PERSONNEL EXPENSES					
1210 Salaries - Base Salary	\$172,404	\$179,622	\$274,173	\$94,551	52.64%
1420 Holiday Pay	7,100	7,175	11,148	3,973	55.38%
2110 FICA Taxes (OASDHI)	10,736	11,488	17,547	6,059	52.74%
2120 FICA Taxes (Medicare)	2,549	2,802	4,280	1,478	52.74%
2210 Regular Retirement	14,389	15,541	23,568	8,027	51.65%
2310 Health Insurance	26,340	29,776	42,677	12,901	43.33%
2320 Life Insurance	711	819	1,083	264	32.21%
2330 Dental Insurance	888	1,599	1,482	(117)	-7.33%
Total Personnel Services	235,117	248,822	375,957	127,135	51.09%
OPERATING EXPENDITURES					
3170 Management Fees (Parking Lot)	4,610,490	5,159,999	5,359,562	199,563	3.87%
3410 Janitorial Services	5,578,193	6,237,999	6,358,129	120,130	1.93%
3490 Other Contracted Services	3,689,091	3,797,086	3,790,272	(6,814)	-0.18%
4010 Local Mileage	0	119	119	0	0.00%
4022 Out of County Travel	5,943	7,496	3,998	(3,498)	-46.66%
4110 Telecommunications	128	0	0	0	0.00%
4315 Television Cable Services	3,174	3,924	4,165	241	6.14%
4630 Equipment Maintenance	13,935	15,860	15,860	0	0.00%
4635 Equipment Repair Parts	60	0	0	0	0.00%
4810 Promotional Advertising and Expenses	7,941	5,000	5,000	0	0.00%
4811 Promotions / Brochures	0	99	99	0	0.00%
4970 License, Permit, and Application Fees	1,226	1,550	1,280	(270)	-17.42%
5120 General Office Supplies	681	739	740	1	0.14%
5230 Clothing and Wearing Apparel	0	174	174	0	0.00%
5280 Minor Equipment	475	639	639	0	0.00%
5285 Miscellaneous Furniture	0	500	2,000	1,500	300.00%
5410 Reference Materials	0	200	200	0	0.00%
5420 Memberships	310	310	620	310	100.00%
5531 Seminar/Training Reg. Fees	2,027	2,305	1,400	(905)	-39.26%
Total Operating Expenses	13,913,674	15,233,999	15,544,257	310,258	2.04%
TOTAL EXPENDITURES	\$ 14,148,791	\$ 15,482,821	\$ 15,920,214	\$ 437,393	2.83%

LEE COUNTY PORT AUTHORITY
Program Summary Cover Sheet
Fiscal Year 2019 - 2020

Organization:

Fund: 41200 Airport Operating

Department: 4230 Police

Organizational Category:

Executive

Administration

Aviation

Development

Program Function:

Overall twenty-four hour airport security and law enforcement; responsible for compliance with all applicable Department of Homeland Security/Transportation Security Administration's security directives, and enforcement of all state and local laws, to include deterrence and rapid response in our jurisdiction. The law enforcement section is comprised of the following teams: Patrol, Investigations/Intelligence, Field Force, Hazardous Device Squad and TSA/APD Canine Explosives Team.

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FISCAL YEAR 2019/2020**

<u>POLICE</u>	FY 17/18	FY 18/19	FY 19/20	VARIANCE	PERCENT
CLERK WD5423041200	ACTUALS	APPROVED BUDGET	PROPOSED BUDGET	Over (Under)	Over (Under)
PERSONNEL EXPENSES					
1210 Salaries - Base Salary	\$507,342	\$326,312	\$358,196	\$31,884	9.77%
1220 Salaries - Full Time High Risk	2,056,829	2,349,736	2,748,206	398,470	16.96%
1240 Disaster Pay	589	0	0	0	0.00%
1250 Special Pay (with Retirement)	56,484	62,681	68,796	6,115	9.76%
1410 Overtime (OT1)	64,126	32,720	36,778	4,058	12.40%
1415 Overtime (OT1.5)	168,888	121,387	141,032	19,645	16.18%
1420 Holiday Pay	33,081	38,850	38,885	35	0.09%
1425 Holiday Pay 1.5	73,573	86,884	92,948	6,064	6.98%
1510 Special Pay (without Retirement)	43,897	1,715	1,960	245	14.29%
2110 FICA Taxes (OASDHI)	183,183	185,748	214,438	28,690	15.45%
2120 FICA Taxes (Medicare)	42,841	45,304	52,302	6,998	15.45%
2210 Regular Retirement	26,649	10,797	11,272	475	4.40%
2220 High Risk Retirement	642,915	706,153	820,831	114,678	16.24%
2310 Health Insurance	503,575	700,578	832,490	131,912	18.83%
2311 Health Insurance Opt Out	2,291	3,600	3,600	0	0.00%
2320 Life Insurance	5,806	7,895	9,074	1,179	14.93%
2330 Dental Insurance	15,651	34,386	23,140	(11,246)	-32.71%
Total Personnel Services	4,427,720	4,714,746	5,453,948	739,202	15.68%
OPERATING EXPENDITURES					
3110 Medical Services	0	5,000	0	(5,000)	-100.00%
3190 Other Professional Services	39,607	32,230	95,400	63,170	196.00%
3430 Uniform/Laundry Service	0	100	100	0	0.00%
3490 Other Contracted Services	2,464	0	0	0	0.00%
4010 Local Mileage	0	300	300	0	0.00%
4011 Bridge Tickets & Passes	0	0	30	30	100.00%
4022 Out of County Travel	8,078	21,067	21,067	0	0.00%
4026 Moving Expenses	9,607	0	0	0	0.00%
4110 Telecommunications	172	50	50	0	0.00%
4315 Television Cable Services	1,010	0	2,000	2,000	100.00%
4420 Vehicle Rental	0	300	300	0	0.00%
4615 Maintenance Materials	174	300	300	0	0.00%
4620 Vehicle Maintenance	1,361	2,580	4,450	1,870	72.48%
4630 Equipment Maintenance	960	1,200	4,820	3,620	301.67%
4635 Equipment Repair Parts	245	1,340	1,540	200	14.93%
4710 Printing, Binding, and Copying	1,679	2,800	1,100	(1,700)	-60.71%
4810 Promotional Advertising and Expenses	0	1,000	1,500	500	50.00%
4970 License, Permit, and Application Fees	210	220	220	0	0.00%
5120 General Office Supplies	3,600	4,000	4,000	0	0.00%
5221 Medical Supplies and Drugs	58	300	900	600	200.00%
5230 Clothing and Wearing Apparel	24,617	32,000	40,000	8,000	25.00%
5280 Minor Equipment	17,586	35,418	51,946	16,528	46.67%
5285 Miscellaneous Furniture	0	5,680	0	(5,680)	-100.00%
5290 Other Supplies	29,755	49,055	50,482	1,427	2.91%
5410 Reference Materials	40	40	1,354	1,314	3285.00%
5420 Memberships	1,278	2,545	2,135	(410)	-16.11%
5530 Educational Expense	4,492	7,500	7,500	0	0.00%
5531 Seminar/Training Reg. Fees	14,172	14,760	13,950	(810)	-5.49%
Total Operating Expenses	161,165	219,785	305,444	85,659	38.97%
TOTAL EXPENDITURES	\$ 4,588,885	\$ 4,934,531	\$ 5,759,392	\$ 824,861	16.72%

LEE COUNTY PORT AUTHORITY
Program Summary Cover Sheet
Fiscal Year 2019 - 2020

Organization:

Fund: 41200 Airport Operating

Department: 4231 Security

Organizational Category:

- Executive
 - Administration
 - Aviation
 - Development
-
-

Program Function:

Monitor and enforce security measures as required by 49 CFR 1542 pertaining to airport security and the airport security plan. Administer the planning of the airport security training, civilian security force, police reserve force and any other security related issues identified by the Director of the Aviation Division. Provide the Director and the Deputy Executive Director of the Aviation Division with an assessment of, or feedback on, security related developments in order to deliver an excellent level of security and service to the customers and tenants of the Southwest Florida International Airport.

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FISCAL YEAR 2019/2020**

APD - SECURITY	FY 17/18	FY 18/19	FY 19/20	VARIANCE	PERCENT
CLERK WD5423141200	ACTUALS	APPROVED	PROPOSED	Over	Over
		BUDGET	BUDGET	(Under)	(Under)
PERSONNEL EXPENSES					
1210 Salaries - Base Salary	\$638,110	\$653,178	\$663,481	\$10,303	1.58%
1250 Special Pay (with Retirement)	6,023	6,332	6,366	34	0.54%
1310 Pay - Non-permanent labor	0	0	25,000	25,000	100.00%
1410 Overtime (OT1)	5,657	2,392	2,751	359	14.99%
1415 Overtime (OT1.5)	69,121	98,772	99,316	544	0.55%
1420 Holiday Pay	4,758	12,663	12,733	70	0.55%
1425 Holiday Pay 1.5	24,741	30,392	30,559	167	0.55%
1510 Special Pay (without Retirement)	400	0	0	0	0.00%
2110 FICA Taxes (OASDHI)	45,185	49,429	50,135	706	1.43%
2120 FICA Taxes (Medicare)	10,568	12,056	12,228	172	1.43%
2210 Regular Retirement	59,943	66,870	67,336	466	0.70%
2310 Health Insurance	234,705	290,378	323,906	33,528	11.55%
2311 Health Insurance Opt Out	115	600	1,200	600	100.00%
2320 Life Insurance	1,632	2,016	2,045	29	1.42%
2330 Dental Insurance	8,510	17,593	9,878	(7,715)	-43.85%
Total Personnel Services	1,109,468	1,242,671	1,306,933	64,262	5.17%
OPERATING EXPENDITURES					
3190 Other Professional Services	0	0	13,000	13,000	100.00%
3490 Other Contracted Services	0	250	70,250	70,000	28000.00%
4010 Local Mileage	0	100	100	0	0.00%
4022 Out of County Travel	0	500	500	0	0.00%
4450 Other Equipment Rental	0	204	204	0	0.00%
4630 Equipment Maintenance	0	50	50	0	0.00%
4635 Equipment Repair Parts	0	50	50	0	0.00%
4710 Printing, Binding, and Copying	0	307	307	0	0.00%
4810 Promotional Advertising and Expenses	1,925	2,306	2,306	0	0.00%
4970 License, Permit, and Application Fees	23	102	102	0	0.00%
5120 General Office Supplies	2,907	2,152	2,152	0	0.00%
5221 Medical Supplies and Drugs	146	256	256	0	0.00%
5230 Clothing and Wearing Apparel	3,430	17,219	19,219	2,000	11.62%
5260 Janitorial and other Maint. Supplies	42	51	51	0	0.00%
5280 Minor Equipment	1,384	1,415	1,415	0	0.00%
5290 Other Supplies	142	250	650	400	160.00%
5531 Seminars/Training Reg. Fees	0	3,500	500	(3,000)	-85.71%
Total Operating Expenses	9,999	28,712	111,112	82,400	286.99%
TOTAL EXPENDITURES	\$ 1,119,467	\$ 1,271,383	\$ 1,418,045	\$ 146,662	11.54%

LEE COUNTY PORT AUTHORITY
Program Summary Cover Sheet
Fiscal Year 2019 - 2020

Organization:

Fund: 41200 Airport Operating

Department: 4240 Operations & Safety

Organizational Category:

- Executive
 - Administration
 - Aviation
 - Development
-
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Program Function:

Maintains the requirements of the airport's operating certificate issued by the Federal Aviation Administration including compliance with local, state and federal regulations, advisory circulars, and certification alerts. Oversees aircraft gate management, wildlife hazard management, Emergency Management preparedness, and general safety standards related to aircraft movement areas, ground transportation, parking and various other landside, terminal and airside activities.

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FISCAL YEAR 2019/2020**

<u>OPERATIONS & SAFETY</u>	FY 17/18	FY 18/19	FY 19/20	VARIANCE	PERCENT
CLERK WG5424041200	ACTUALS	APPROVED	PROPOSED	Over	Over
		BUDGET	BUDGET	(Under)	(Under)
PERSONNEL EXPENSES					
1210 Salaries - Base Salary	\$1,168,872	\$1,213,775	\$1,338,210	\$124,435	10.25%
1230 Salaries - Part Time Regular	0	59,570	41,811	(17,759)	-29.81%
1240 Disaster Pay	1,098	0	0	0	0.00%
1250 Special Pay (with Retirement)	5,898	5,809	5,875	66	1.13%
1310 Pay - Non-permanent labor	10,153	10,000	10,000	0	0.00%
1410 Overtime (OT1)	6,900	5,334	5,771	437	8.19%
1415 Overtime (OT1.5)	89,410	72,332	81,946	9,614	13.29%
1420 Holiday Pay	28,053	34,489	36,237	1,748	5.07%
1425 Holiday Pay 1.5	18,522	20,141	20,132	(9)	-0.04%
2110 FICA Taxes (OASDHI)	80,669	86,804	94,094	7,290	8.40%
2120 FICA Taxes (Medicare)	18,927	21,172	22,950	1,778	8.40%
2210 Regular Retirement	112,658	117,433	126,377	8,944	7.62%
2310 Health Insurance	231,705	346,120	393,443	47,323	13.67%
2311 Health Insurance Opt Out	994	0	1,200	1,200	100.00%
2320 Life Insurance	3,505	4,783	5,294	511	10.69%
2330 Dental Insurance	7,992	17,593	13,197	(4,396)	-24.99%
Total Personnel Services	1,785,356	2,015,355	2,196,536	181,181	8.99%
OPERATING EXPENDITURES					
3190 Other Professional Services	99,642	152,600	112,600	(40,000)	-26.21%
3460 Data Processing	16,900	300	300	0	0.00%
3490 Other Contracted Services	25	0	55,000	55,000	100.00%
4010 Local Mileage	0	100	100	0	0.00%
4022 Out of County Travel	13,238	14,300	15,660	1,360	9.51%
4110 Telecommunications	223	0	500	500	100.00%
4635 Equipment Repair Parts	0	0	750	750	100.00%
4710 Printing, Binding, and Copying	420	1,165	2,100	935	80.26%
4810 Promotional Advertising and Expenses	182	6,360	1,900	(4,460)	-70.13%
4811 Promotions / Brochures	217	255	255	0	0.00%
5120 General Office Supplies	1,944	3,800	4,000	200	5.26%
5221 Medical Supplies and Drugs	0	300	300	0	0.00%
5230 Clothing and Wearing Apparel	4,316	6,000	7,000	1,000	16.67%
5250 Food and Food Supplies	115	100	300	200	200.00%
5260 Janitorial and other Maint. Supplies	189	100	300	200	200.00%
5280 Minor Equipment	10,846	7,200	12,260	5,060	70.28%
5290 Other Supplies	5,619	5,200	3,700	(1,500)	-28.85%
5410 Reference Materials	59	0	415	415	0.00%
5420 Memberships	1,065	1,300	1,200	(100)	-7.69%
5530 Educational Expense	0	4,000	4,000	0	100.00%
5531 Seminars/Training Reg. Fees	7,056	6,880	7,600	720	10.47%
Total Operating Expenses	162,056	209,960	230,240	20,280	9.66%
TOTAL EXPENDITURES	\$ 1,947,412	\$ 2,225,315	\$2,426,776	\$ 201,461	9.05%

LEE COUNTY PORT AUTHORITY
Program Summary Cover Sheet
Fiscal Year 2019 - 2020

Organization:

Fund: 41200 Airport Operating

Department: 4238 Airport Rescue Fire Fighting

Organizational Category:

Executive
 Administration
 Aviation
 Development

Program Function:

Provide twenty-four-hour aircraft fire fighting and rescue services to the Southwest Florida International Airport and Page Field. These services include: Structural fire protection; EMT-level medical and rescue; First Alarm response; mutual aid to local fire departments; and hazardous material mutual aid. Continuous training of all ARFF personnel required by FAR 139.

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FISCAL YEAR 2019/2020**

<u>AIRCRAFT RESCUE & FIREFIGHTERS</u>	FY 17/18	FY 18/19	FY 19/20	VARIANCE	PERCENT
CLERK WF5423841200	ACTUALS	APPROVED	PROPOSED	Over	Over
		BUDGET	BUDGET	(Under)	(Under)
PERSONNEL EXPENSES					
1210 Salaries - Base Salary	\$741,033	\$324,527	\$323,934	(\$593)	-0.18%
1220 Salaries - Full Time High Risk	2,574,286	2,992,391	2,945,774	(46,617)	-1.56%
1410 Overtime (OT1)	267,959	303,536	319,757	16,221	5.34%
1420 Holiday Pay	12,412	15,333	14,630	(703)	-4.58%
1510 Special Pay (without Retirement)	41,788	6,233	6,233	(0)	0.00%
1520 Incentive Pay	458	0	0	0	0.00%
2110 FICA Taxes (OASDHI)	215,898	221,582	219,575	(2,007)	-0.91%
2120 FICA Taxes (Medicare)	50,906	54,044	53,555	(489)	-0.90%
2210 Regular Retirement	114,966	34,896	25,682	(9,214)	-26.40%
2220 High Risk Retirement	618,610	777,738	798,553	20,815	2.68%
2310 Health Insurance	558,010	655,878	677,858	21,980	3.35%
2320 Life Insurance	7,132	11,493	11,537	44	0.38%
2330 Dental Insurance	15,540	29,490	18,275	(11,215)	-38.03%
Total Personnel Services	5,218,998	5,427,141	5,415,364	(11,777)	-0.22%

OPERATING EXPENDITURES

3190 Other Professional Services	3,694	5,108	5,115	7	0.14%
3410 Janitorial Services	1,087	1,350	1,350	0	0.00%
3430 Uniform/Laundry Service	573	550	550	0	0.00%
3460 Data Processing	15	10	10	0	0.00%
3490 Other Contracted Services	1,356	1,000	1,000	0	0.00%
4022 Out of County Travel	9,067	11,655	11,330	(325)	-2.79%
4026 Moving Expenses	6,053	0	0	0	0.00%
4110 Telecommunications	124	659	659	0	0.00%
4211 Freight and Postage	0	30	150	120	400.00%
4315 Television Cable Services	2,602	2,625	2,625	0	0.00%
4340 Trash and Garbage	385	460	460	0	0.00%
4630 Equipment Maintenance	21,424	13,452	13,703	251	1.87%
4635 Equipment Repair Parts	2,585	5,031	5,031	0	0.00%
4710 Printing, Binding, and Copying	478	341	365	24	7.04%
4810 Promotional Advertising and Expenses	429	880	880	0	0.00%
4910 Truck Weighing Charges	0	22	0	(22)	-100.00%
4970 License, Permit, and Application Fees	1,111	2,100	2,100	0	0.00%
5120 General Office Supplies	2,058	3,030	3,030	0	0.00%
5210 Fuel and Lubricants	27	137	137	0	0.00%
5221 Medical Supplies and Drugs	5,020	5,510	5,510	0	0.00%
5230 Clothing and Wearing Apparel	34,658	44,714	40,806	(3,908)	-8.74%
5240 Chemicals	20,389	7,375	7,375	0	0.00%
5250 Food and Food Supplies	0	360	360	0	0.00%
5260 Janitorial and other Maint. Supplies	423	500	500	0	0.00%

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FISCAL YEAR 2019/2020**

<u>AIRCRAFT RESCUE & FIREFIGHTERS</u>	FY 17/18	FY 18/19	FY 19/20	VARIANCE	PERCENT
CLERK WF5423841200	ACTUALS	APPROVED	PROPOSED	Over	Over
		BUDGET	BUDGET	(Under)	(Under)
5280 Minor Equipment	10,416	8,825	8,160	(665)	-7.54%
5290 Other Supplies	1,757	928	928	0	0.00%
5410 Reference Materials	1,714	2,364	2,135	(229)	-9.69%
5420 Memberships	1,652	1,070	2,360	1,290	120.56%
5530 Educational Expense	350	3,994	2,500	(1,494)	-37.41%
5531 Seminars/Training Reg. Fees	21,780	24,420	24,170	(250)	-1.02%
Total Operating Expenses	<u>151,227</u>	<u>148,500</u>	<u>143,299</u>	<u>(5,201)</u>	<u>-3.50%</u>
TOTAL EXPENDITURES	<u><u>\$ 5,370,225</u></u>	<u><u>\$ 5,575,641</u></u>	<u><u>\$ 5,558,663</u></u>	<u><u>\$ (16,978)</u></u>	<u><u>-0.30%</u></u>

LEE COUNTY PORT AUTHORITY
Program Summary Cover Sheet
Fiscal Year 2019 - 2020

Organization:

Fund: 41200 Airport Operating

Department: 4200 Aviation

Organizational Category:

Executive
 Administration
 Aviation
 Development

Program Function:

Oversee all aspects of the Port Authority's Aviation Departments, including budgetary, maintenance, standard operating practices, community involvement and daily operations. Provide coordination and advise to the Executive Director regarding airport tenant, customer, and Port Authority issues at both Southwest Florida International Airport and Page Field, including public complaints, airside operations, airport security, physical plant condition, and safety.

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FISCAL YEAR 2019/2020**

<u>AVIATION</u>	FY 17/18	FY 18/19	FY 19/20	VARIANCE	PERCENT
CLERK WM5420041200	ACTUALS	APPROVED BUDGET	PROPOSED BUDGET	Over (Under)	Over (Under)
PERSONNEL EXPENSES					
1210 Salaries - Base Salary	\$335,968	\$336,880	\$378,647	\$41,767	12.40%
1420 Holiday Pay	14,321	14,066	15,556	1,490	10.60%
2110 FICA Taxes (OASDHI)	19,050	21,583	24,244	2,661	12.33%
2120 FICA Taxes (Medicare)	5,014	5,264	5,913	649	12.33%
2210 Regular Retirement	54,060	54,846	64,172	9,326	17.00%
2310 Health Insurance	45,760	58,600	60,858	2,258	3.85%
2320 Life Insurance	1,192	1,647	1,825	178	10.79%
2330 Dental Insurance	1,110	2,399	1,482	(917)	-38.23%
Total Personnel Services	<u>476,475</u>	<u>495,285</u>	<u>552,697</u>	<u>57,412</u>	<u>11.59%</u>
OPERATING EXPENDITURES					
3190 Other Professional Services	17,500	0	0	0	0.00%
4010 Local Mileage	0	50	50	0	0.00%
4022 Out of County Travel	3,344	9,500	9,800	300	3.16%
4025 Interview Expense	1,749	0	0	0	0.00%
4110 Telecommunications	64	0	0	0	0.00%
4211 Freight and Postage	29	0	0	0	0.00%
4710 Printing, Binding, and Copying	120	60	60	0	0.00%
4810 Promotional Advertising and Expenses	38,077	38,200	38,200	0	0.00%
4970 License, Permit, and Application Fees	31	0	0	0	0.00%
5120 General Office Supplies	754	500	500	0	0.00%
5210 Fuel and Lubricants	0	100	100	0	0.00%
5230 Clothing and Wearing Apparel	248	0	0	0	0.00%
5410 Reference Materials	88	0	0	0	0.00%
5420 Memberships	322	620	620	0	0.00%
5531 Seminars/Training Reg. Fees	2,333	5,250	4,375	(875)	-16.67%
Total Operating Expenses	<u>64,659</u>	<u>54,280</u>	<u>53,705</u>	<u>(575)</u>	<u>-1.06%</u>
TOTAL EXPENDITURES	<u>\$ 541,134</u>	<u>\$ 549,565</u>	<u>\$ 606,402</u>	<u>\$ 56,837</u>	<u>10.34%</u>

LEE COUNTY PORT AUTHORITY
Program Summary Cover Sheet
Fiscal Year 2019 - 2020

Organization:

Fund: 41200 Airport Operating

Department: 4201 Aviation Security & Technology

Organizational Category:

Executive

Administration

Aviation

Development

Program Function:

The Aviation Security & Technology Department (AS&T) is responsible for administering the Lee County Port Authority's Airport Security Program (ASP) for RSW, as required by the Transportation Security Administration. Additionally, the AS&T department is charged with:

Acting as the liaison between the Lee County Port Authority and the Transportation Security Administration (TSA) to administratively manage those matters affecting airport security to include ASP compliance, security threat analysis and mitigation, and promoting airport stakeholder participation in all security related requirements and objectives.

Managing the Airport Communications Center (AirComm) to provide normal and emergency operational support and coordination to Airport Police, Airport Operations, LCPA Maintenance, TSA, FAA, Airlines and Tenants at RSW.

Managing the Airport's ID Office to conduct airport employee credentialing through coordination with authorized signers that includes biometric and biographic vetting of each applicant. The ID Office is also responsible for providing the required training as the means to obtain credentials once clearance authorization is obtained from the federal government

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FISCAL YEAR 2019/2020**

AVIATION SECURITY & TECHNOLOGY	FY 17/18	FY 18/19	FY 19/20	VARIANCE	PERCENT
CLERK WN5420141200	ACTUALS	APPROVED BUDGET	PROPOSED BUDGET	Over (Under)	Over (Under)
PERSONNEL EXPENSES					
1210 Salaries - Base Salary	\$749,122	\$742,767	\$706,790	(\$35,977)	-4.84%
1220 Salaries - Full Time High Risk	0	113,921	118,906	4,985	4.38%
1230 Salaries - Part Time Regular	9,493	0	0	0	0.00%
1240 Disaster Pay	(142)	0	0	0	0.00%
1250 Special Pay (with Retirement)	8,863	5,208	5,631	423	8.12%
1410 Overtime (OT1)	5,317	3,142	3,476	334	10.64%
1415 Overtime (OT1.5)	85,883	73,357	83,578	10,221	13.93%
1420 Holiday Pay	14,544	15,489	12,041	(3,448)	-22.26%
1425 Holiday Pay 1.5	17,999	23,649	26,747	3,098	13.10%
2110 FICA Taxes (OASDHI)	53,210	60,118	58,866	(1,252)	-2.08%
2120 FICA Taxes (Medicare)	12,444	14,663	14,358	(305)	-2.08%
2210 Regular Retirement	71,399	71,478	68,852	(2,626)	-3.67%
2220 High Risk Retirement	0	28,931	30,284	1,353	4.68%
2310 Health Insurance	227,045	315,391	290,319	(25,072)	-7.95%
2320 Life Insurance	1,775	3,153	2,829	(324)	-10.27%
2330 Dental Insurance	6,993	15,194	8,397	(6,797)	-44.74%
Total Personnel Services	1,263,945	1,486,461	1,431,074	(55,387)	-3.73%
OPERATING EXPENDITURES					
3490 Other Contracted Services	48,054	77,500	77,500	0	0.00%
4010 Local Mileage		100	100	0	100.00%
4022 Out of County Travel	8,628	3,600	4,250	650	18.06%
4110 Telecommunications	60,892	51,498	67,400	15,902	30.88%
4630 Equipment Maintenance	5,285	4,500	4,500	0	0.00%
4635 Equipment Repair Parts	4,087	3,000	3,000	0	0.00%
4710 Printing, Binding, and Copying	671	900	900	0	0.00%
4810 Promotional Advertising and Expenses	164	0	0	0	0.00%
4811 Promotions / Brochures	0	1,000	500	(500)	-50.00%
5120 General Office Supplies	1,274	1,000	1,020	20	2.00%
5221 Medical Supplies and Drugs	0	0	46	46	100.00%
5230 Clothing and Wearing Apparel	897	1,020	1,300	280	27.45%
5260 Janitorial and other Maint. Supplies	82	0	100	100	100.00%
5280 Minor Equipment	3,018	1,500	1,500	0	0.00%
5290 Other Supplies	23,878	13,260	13,260	0	0.00%
5410 Reference Materials	30	1,846	30	(1,816)	100.00%
5420 Memberships	92	300	276	(24)	100.00%
5530 Educational Expense	2,776	5,500	5,500	0	0.00%
5531 Seminar/Training Reg. Fees	4,994	6,506	3,010	(3,496)	-53.74%
Total Operating Expenses	164,822	173,030	184,192	11,162	6.45%
TOTAL EXPENDITURES	\$ 1,428,767	\$ 1,659,491	\$ 1,615,266	\$ (44,225)	-2.66%

LEE COUNTY PORT AUTHORITY
Summary Cover Sheet - Other Funds
Fiscal Year 2019 - 2020

Fund 41201 - Self Insurance Fund

This fund was established to maintain money to cover the deductibles on the Airports' liability insurance policies and to maintain stability of costs during periods of price instability.

Fund 41206 – LCPA Donation Police K-9

This fund was established by a donation of approximately \$300,000 to benefit the Canine Detection Program and will be used to cover operating and equipment necessary to support the program.

Fund 41209 – Grant Capital Repayment Fund

This fund was established to segregate the sale of Airport property sold at fair market value and previously acquired with federal financial assistance. This is in accordance with FAA Order 5190.6B. The funds are to be utilized for Airport construction.

Fund 41210 – Reserve and Replacement Fund

This fund was established pursuant to the Amended and Restated Airline Use Agreement effective October 1, 1998. Investment Income earned within this fund is transferred annually to fund 41200 (Airport Operating).

Fund 41231 – LCPA Discretionary Fund (Capital)

This fund was established to account for RSW construction projects, land acquisitions and all related funding sources. Investment Income earned within this fund is transferred annually to fund 41200 (Airport Operating).

Fund 41234 – RSW Construction (Capital)

This fund was established to account for future RSW construction projects and all related funding sources. Investment Income earned within this fund is transferred annually to fund 41200 (Airport Operating).

Fund 41238 – Page Field Construction Fund (Capital)

This fund was established to account for all FMY construction projects, land acquisitions and all related funding sources. Investment Income earned within this fund will remain within this fund.

Fund 41250 – Passenger Facility Charge

On August 31, 1992 the Lee County Port Authority was granted permission from the FAA to impose a Passenger Facility Charge of \$3.00 per enplanement at Southwest Florida International Airport. Effective November 1, 2003 the PFC collection level was increased to \$4.50. These funds may only be used on approved projects as determined by the Federal Aviation Administration. All revenues are transferred to the PFC Capital Fund (41251).

Fund 41251 – PFC Capital Fund (Capital)

This fund is required by the PFC Revenue and Refunding Bonds, Series 1998 Bond resolution to account for PFC's received in excess of debt service. These funds may be used on approved projects as determined by the Federal Aviation Administration. Interest earned on this fund remains in this fund.

Fund 41255 – Customer Facility Charge

This fund was originally established in 2002 to account for a \$1.00 per day charge applicable to all airport rental car contracts. The fund was closed in 2015 when all required revenues were collected. The plan is to reinstate the CFC's in 2020 to fund the Rental Car Service Facility Relocation project.

Fund 41271 – Debt Service Reserve Requirements

This fund was established to account for the Airport's 2000 Series A, 2002 Refunding Bonds, and 2005 Revenue Refunding Bonds. Investment Income earned within this fund is transferred annually to fund 41200 (Airport Operating). Interest earned in excess of the arbitrage limit is transferred to the fund 41290 (Rebate Fund).

Fund 41273 – Revenue Refunding Bonds – 2010

This fund was established to meet the debt service requirements of the Revenue Refunding Bonds Series 2010. Proceeds were used to partially refund the outstanding Airport Debt Service Fund 2000 A. Interest is payable semi-annually on April 1 and October 1. Principal is payable annually October 1. Investment Income earned within this fund is transferred annually to fund 41200 (Airport Operating).

Fund 41275 – Revenue Refunding Bonds – 2011

This fund was established to meet the debt service requirements of the Revenue Refunding Bonds Series 2011. Proceeds were used to refund the outstanding Airport Debt Service Fund 2000 A. Interest is payable semi-annually on April 1 and October 1. Principal is payable annually October 1. Investment Income earned within this fund is transferred annually to fund 41200 (Airport Operating).

Fund 41276 – Revenue Refunding Bonds - 2015

This fund was established to meet the debt service requirements of the Revenue Refunding Bonds Series 2015. Proceeds were used to refund the outstanding fund 41272 - Revenue Refunding Bonds Series 2005. Interest is payable semi-annually on April 1 and October 1. Principal is payable annually October 1. Investment Income earned within this fund is transferred annually to fund 41200 (Airport Operating).

Fund 41290 – Arbitrage Rebate Fund

This fund was established to collect any excess interest earned by the Investment Bonds which was over the arbitrage limit. This is per I.R.S. requirements.

LEE COUNTY PORT AUTHORITY
Program Summary Cover Sheet
Fiscal Year 2019 - 2020

Organization:

Fund: 41203 Page Field

Departments: 4262 Page Field Operating

Organizational Category:

Executive
 Administration
 Aviation
 Development

Program Function:

Oversee all aspects of Page Field. Includes: general aviation activities, fueling and customer service, maintenance of airfield, landside, and structures, maintaining revenue and expense budgets. Maintain compliance with governmental agencies for the operation of the airport. Provide communication between airport users, the community and the staff.

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET FUND 41203
FISCAL YEAR 2019/2020**

PAGE FIELD OPERATING FUND 41203 SUMMARY	FY 17/18 ACTUALS	FY 18/19 APPROVED BUDGET	FY 19/20 PROPOSED BUDGET	VARIANCE Over (Under)	PERCENT Over (Under)
<u>Revenues</u>					
Page Field Operating	\$10,030,428	\$11,205,787	\$12,140,427	\$ 934,640	8.34%
Page Field Non-Departmental	0	750,000	750,000	0	0.00%
Interfund Transfers	0	2,500,000	2,500,000	0	0.00%
Fund Balance	2,162,908	5,935,067	5,879,174	(55,893)	-0.94%
Total Revenues	<u>\$ 12,193,336</u>	<u>\$ 20,390,854</u>	<u>\$ 21,269,601</u>	<u>\$ 878,747</u>	<u>4.31%</u>
<u>Expenses</u>					
Page Field Operating	9,756,213	11,220,855	11,888,128	667,273	5.95%
Page Field Non-Departmental	236,871	750,210	763,337	13,127	1.75%
Interfund Transfers	0	3,750,000	3,750,000	0	0.00%
Reserves	2,200,252	4,669,789	4,868,136	198,347	4.25%
Total Expenses	<u>\$ 12,193,336</u>	<u>\$ 20,390,854</u>	<u>\$ 21,269,601</u>	<u>\$ 878,747</u>	<u>4.31%</u>

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FUND 41203
FISCAL YEAR 2019/2020**

PAGE FIELD REVENUES CLERK UH5120041203	FY 17/18 ACTUALS	FY 18/19 APPROVED BUDGET	FY 19/20 PROPOSED BUDGET	VARIANCE Over (Under)	PERCENT Over (Under)
9002 Rental Car Fees	\$ 99,518	\$ 88,844	\$ 204,154	\$ 115,310	129.79%
9010 Provider Permit Fees	2,350	2,100	2,550	450	21.43%
9011 Advertising	3,000	3,000	3,000	0	0.00%
9019 Space Rent Commercial	5,531	5,493	45,926	40,433	736.08%
9021 Land Rent Commercial	984,616	1,023,117	1,038,235	15,118	1.48%
9023 Utility Income	782	0	0	0	0.00%
9028 Hangar Rentals	973,336	1,028,729	1,207,362	178,633	17.36%
9029 Privilege Fees	513	1,496	596	(900)	-60.16%
9030 Building Rental	876,051	960,211	1,017,627	57,416	5.98%
9033 Misc Landing Fees	12,528	10,540	11,489	949	9.00%
9037 Ramp User Fee	126,535	113,386	121,025	7,639	6.74%
9042 Misc Revenue	285	2,171	2,291	120	5.53%
9044 Misc Revenue - Adm	0	338	191	(147)	-43.49%
9054 Jet A Fuel Sales	4,945,925	5,643,494	6,007,474	363,980	6.45%
9055 Pilot Supplies	51,287	55,900	47,392	(8,508)	-15.22%
9056 Aviation Center Concessions	8,212	9,325	5,888	(3,437)	-36.86%
9059 Aviation Oil Sales	7,497	7,604	8,924	1,320	17.36%
9061 Av Gas Fuel Sales	1,391,402	1,669,832	1,833,832	164,000	9.82%
9062 Fuel Additives	37,691	36,799	36,715	(84)	-0.23%
9063 Tie Down Fees	109,244	86,431	89,024	2,593	3.00%
9064 Fuel Flowage Fees	0	0	2,400	2,400	100.00%
9066 After Hour Fees	11,850	6,750	13,054	6,304	93.39%
9067 Self Serve Fuel	308,562	394,220	379,161	(15,059)	-3.82%
9068 MOGAS - Self Serve	6,724	12,257	0	(12,257)	0.00%
9069 Self Service Maint Fac Fee	0	50	50	0	0.00%
9071 Building Service Fee	976	957	976	19	1.99%
9072 Ready Return Space Charge	1,301	1,277	1,277	0	0.00%
9073 Lavatory Service Fee	9,120	9,560	9,615	55	0.58%
9074 Ground Power Unit (GPU) Fee	855	990	995	5	0.51%
9075 Facility Use Fee	200	0	0	0	0.00%
9076 DASSP Fee	1,500	0	0	0	0.00%
9000 Discounts Taken	103	0	0	0	0.00%
9000 Interest on Investments	42,594	30,916	49,204	18,288	59.15%
9000 Hurricane Irma Reimbursement	10,199	0	0	0	0.00%
9000 Refund of Prior Year	141	0	0	0	0.00%
SUBTOTAL	\$ 10,030,428	\$ 11,205,787	\$ 12,140,427	934,640	8.34%

PAGE FIELD NON-DEPARTMENTAL REVENUES CLERK UG5120041203	FY 17/18 ACTUALS	FY 18/19 APPROVED BUDGET	FY 19/20 PROPOSED BUDGET	VARIANCE Over (Under)	PERCENT Over (Under)
900811 State Grant - Runway Rehabilitation	0	750,000	750,000	0	0.00%
SUBTOTAL	0	750,000	750,000	0	0.00%
FUND BALANCE	2,162,908	5,935,067	5,879,174	(55,893)	-0.94%
INTERFUND TRANSFER	0	2,500,000	2,500,000	0	0.00%
TOTAL REVENUES	\$ 12,193,336	\$ 20,390,854	\$ 21,269,601	\$ 878,747	4.31%

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FISCAL YEAR 2019/2020**

PAGE FIELD EXPENDITURES	FY 17/18	FY 18/19	FY 19/20	VARIANCE	PERCENT
CLERK UH5120041203	ACTUALS	APPROVED BUDGET	PROPOSED BUDGET	Over (Under)	Over (Under)
PERSONNEL EXPENSES					
1210 Salaries - Base Salary	1,632,839	1,621,593	1,716,083	94,490	5.83%
1220 Salaries - Full Time High Risk	342,132	344,893	356,946	12,053	3.49%
1230 Salaries - Part Time Regular		0	48,829	48,829	100.00%
1250 Special Pay (with Retirement)	783	0	0	0	0.00%
1310 Pay - Non-permanent labor	14,860	32,759	10,000	(22,759)	-69.47%
1410 Overtime (OT1)	6,885	8,340	8,663	323	3.87%
1415 Overtime (OT1.5)	38,988	61,718	62,842	1,124	1.82%
1420 Holiday Pay	46,837	43,267	45,566	2,299	5.31%
1425 Holiday Pay 1.5	22,615	23,027	23,970	943	4.10%
2110 FICA Taxes (OASDHI)	131,412	131,208	140,826	9,618	7.33%
2120 FICA Taxes (Medicare)	31,413	32,002	34,348	2,346	7.33%
2210 Regular Retirement	145,065	145,450	156,243	10,793	7.42%
2220 High Risk Retirement	90,514	94,121	97,582	3,461	3.68%
2310 Health Insurance	531,191	641,800	697,608	55,808	8.70%
2311 Health Insurance Opt Out	240	0	0	0	0.00%
2320 Life Insurance	5,447	5,737	6,121	384	6.69%
2330 Dental Insurance	17,130	32,218	20,350	(11,868)	-36.84%
2350 Disability	12,878	18,410	19,695	1,285	6.98%
Total Personnel Services	3,071,229	3,236,543	3,445,672	209,129	6.46%
OPERATING EXPENDITURES					
3130 Financial Services	150,044	156,371	159,218	2,847	1.82%
3150 Appraisal Services	6,350	10,000	7,500	(2,500)	-25.00%
3190 Other Professional Services	111,984	97,125	61,849	(35,276)	-36.32%
3410 Janitorial Services	150,959	156,520	156,320	(200)	-0.13%
3430 Uniform/Laundry Service	4,354	5,182	5,291	109	2.10%
3460 Data Processing	67,473	34,413	42,260	7,847	22.80%
3490 Other Contracted Services	277,693	249,973	267,204	17,231	6.89%
4010 Local Mileage	2,711	2,000	2,800	800	40.00%
4022 Out of County Travel	15,967	25,180	31,105	5,925	23.53%
4110 Telecommunications	61,633	57,598	59,906	2,308	4.01%
4211 Freight and Postage	30	200	200	0	0.00%
4310 Electric	282,190	346,829	308,905	(37,924)	-10.93%
4315 Television Cable Services	1,640	1,692	1,752	60	3.55%
4330 Water and Sewer	26,340	33,194	30,746	(2,448)	-7.37%
4340 Trash and Garbage	16,363	18,360	19,305	945	5.15%
4421 Vehicle Lease	37,250	37,250	37,250	0	0.00%
4430 Office Equipment Rental	10,913	10,975	10,975	0	0.00%
4450 Other Equipment Rental	140	2,950	2,950	0	0.00%
4520 Insurance and Bonds	107,484	102,111	100,067	(2,044)	-2.00%
4610 Building Maintenance	146,434	189,235	252,531	63,296	33.45%
4615 Maintenance Materials	28,170	26,985	38,560	11,575	42.89%
4620 Vehicle Maintenance	19,904	23,520	26,837	3,317	14.10%
4630 Equipment Maintenance	52,122	53,240	66,620	13,380	25.13%
4635 Equipment Repair Parts	119,276	105,586	87,679	(17,907)	-16.96%
4663 Horticultural	8,254	10,780	7,900	(2,880)	-26.72%
4710 Printing, Binding, and Copying	5,102	7,845	6,443	(1,402)	-17.87%
4810 Promotional Advertising and Expenses	62,542	85,878	78,503	(7,375)	-8.59%
4955 Solid Waste Assessment	11,394	12,535	12,535	0	0.00%
4970 License, Permit, and Application Fees	1,371	1,132	1,297	165	14.58%
5120 General Office Supplies	5,666	6,734	6,700	(34)	-0.50%

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FISCAL YEAR 2019/2020**

PAGE FIELD EXPENDITURES	FY 17/18 ACTUALS	FY 18/19 APPROVED BUDGET	FY 19/20 PROPOSED BUDGET	VARIANCE Over (Under)	PERCENT Over (Under)
CLERK UH5120041203					
5210 Fuel and Lubricants	30,491	50,977	47,248	(3,729)	-7.32%
5221 Medical Supplies and Drugs	736	997	1,050	53	5.32%
5230 Clothing and Wearing Apparel	19,963	22,420	22,680	260	1.16%
5240 Chemicals	8,322	14,300	14,363	63	0.44%
5250 Food and Food Supplies	29,118	30,136	31,736	1,600	5.31%
5260 Janitorial and other Maint. Supplies	7,664	7,150	8,400	1,250	17.48%
5265 Inventory Purchases	4,555,575	5,675,043	6,119,305	444,262	7.83%
5280 Minor Equipment	44,909	51,248	51,476	228	0.44%
5290 Other Supplies	10,729	7,970	9,110	1,140	14.30%
5360 Sign Material	5,208	25,880	8,368	(17,512)	-67.67%
5390 Other Road Materials	771	6,175	9,800	3,625	58.70%
5410 Reference Materials	12,355	16,485	17,007	522	3.17%
5420 Memberships	4,260	5,789	5,420	(369)	-6.37%
5530 Educational Expense	1,317	1,200	4,000	2,800	233.33%
5531 Seminar/Training Reg Fees	9,500	20,805	21,415	610	2.93%
Total Operating Expenses	<u>6,532,671</u>	<u>7,807,968</u>	<u>8,262,586</u>	<u>454,618</u>	<u>5.82%</u>
CAPITAL OUTLAY					
6410 Furniture and Equipment	114,849	176,344	179,870	3,526	2.00%
6430 Vehicle and Rolling Stock	37,464	0	0	0	0.00%
Total Capital Outlay	<u>152,313</u>	<u>176,344</u>	<u>179,870</u>	<u>3,526</u>	<u>2.00%</u>
TOTAL EXPENDITURES	<u>\$ 9,756,213</u>	<u>\$ 11,220,855</u>	<u>\$ 11,888,128</u>	<u>\$ 667,273</u>	<u>5.95%</u>

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FISCAL YEAR 2019/2020**

PAGE FIELD NON-DEPARTMENTAL CLERK UG5120041203	FY 17/18 ACTUALS	FY 18/19 APPROVED BUDGET	FY 19/20 PROPOSED BUDGET	VARIANCE Over (Under)	PERCENT Over (Under)
OPERATING EXPENDITURES					
3140 Architect & Engineering Services	22,682	61,500	59,586	(1,914)	-3.11%
3190 Other Professional Services	175,934	58,996	62,958	3,962	6.72%
3490 Other Contracted Services	38,155	55,890	54,872	(1,018)	-1.82%
4970 License, Permit, and Application Fees	100	500	500	0	0.00%
Total Operating Expenses	<u>236,871</u>	<u>176,886</u>	<u>177,916</u>	<u>1,030</u>	<u>0.58%</u>
CAPITAL OUTLAY					
6410 Furniture and Equipment	0	75,000	79,581	4,581	6.11%
6510 Professional Services	0	314,050	316,582	2,532	0.81%
6540 Improvement Construction	0	184,274	189,258	4,984	2.70%
Total Capital Outlay	<u>0</u>	<u>573,324</u>	<u>585,421</u>	<u>12,097</u>	<u>2.11%</u>
TOTAL EXPENDITURES	<u>236,871</u>	<u>750,210</u>	<u>763,337</u>	<u>13,127</u>	<u>1.75%</u>
TRANSFERS AND RESERVES					
9110 Interfund Transfers	0	3,750,000	3,750,000	0	0.00%
9940 Reserves for Cash Balance	2,200,252	4,669,789	4,868,136	198,347	4.25%
Total Transfers and Reserves	<u>2,200,252</u>	<u>8,419,789</u>	<u>8,618,136</u>	<u>198,347</u>	<u>2.36%</u>
TOTAL PAGE FIELD EXPENDITURES	<u>\$ 12,193,336</u>	<u>\$ 20,390,854</u>	<u>\$ 21,269,601</u>	<u>\$ 878,747</u>	<u>4.31%</u>

LEE COUNTY PORT AUTHORITY
 PROPOSED BUDGET
 FUND 41271
 FISCAL YEAR 2019/2020

DEBT SERVICE RESERVES CLERK GC5890141271	FY 17/18 ACTUALS	FY 18/19 APPROVED BUDGET	FY 19/20 PROPOSED BUDGET	VARIANCE Over (Under)	PERCENT Over (Under)
REVENUES					
361100-0000 Interest on Investment	\$ 483,319	\$ 409,620	\$ 659,906	\$ 250,286	61.10%
421000-0000 Fund Balance	25,284,383	25,921,159	25,821,547	(99,612)	-0.38%
TOTAL REVENUES	<u>\$ 25,767,702</u>	<u>\$ 26,330,779</u>	<u>\$ 26,481,453</u>	<u>\$ 150,674</u>	<u>0.57%</u>
APPROPRIATIONS					
9110 Interfund Transfer	483,319	409,620	659,906	250,286	61.10%
9940 Reserves for Cash Balance	25,284,383	25,921,159	25,821,547	(99,612)	-0.38%
TOTAL APPROPRIATIONS	<u>\$ 25,767,702</u>	<u>\$ 26,330,779</u>	<u>\$ 26,481,453</u>	<u>\$ 150,674</u>	<u>0.57%</u>

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FUND 41273
FISCAL YEAR 2019/2020**

REVENUE REFUNDING BONDS SERIES 2010 GE5429041273	FY 17/18 ACTUALS	FY 18/19 APPROVED BUDGET	FY 19/20 PROPOSED BUDGET	VARIANCE Over (Under)	PERCENT Over (Under)
REVENUES					
361100-0000 Interest on Investment	\$ 112,502	\$ 62,583	\$ 113,528	\$ 50,945	81.40%
381000-0000 Interfund Transfer	13,396,229	13,499,025	13,499,905	880	0.01%
421000-0000 Fund Balance	0	0	0	0	0.00%
TOTAL REVENUES	<u>\$ 13,508,731</u>	<u>\$ 13,561,608</u>	<u>\$ 13,613,433</u>	<u>\$ 51,825</u>	<u>0.38%</u>
APPROPRIATIONS					
7110 Principal	10,010,000	11,075,000	11,685,000	610,000	5.51%
7210 Interest	3,000,875	2,423,375	1,814,250	(609,125)	-25.14%
7310 Other Debt Service Costs	345	650	655	5	0.77%
9110 Interfund Transfer	0	62,583	113,528	50,945	81.40%
9940 Reserves	497,511	0	0	0	0.00%
TOTAL APPROPRIATIONS	<u>\$ 13,508,731</u>	<u>\$ 13,561,608</u>	<u>\$ 13,613,433</u>	<u>\$ 51,825</u>	<u>0.38%</u>

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FUND 41275
FISCAL YEAR 2019/2020**

REVENUE REFUNDING BONDS SERIES 2011 GE5429041275	FY 17/18 ACTUALS	FY 18/19 APPROVED BUDGET	FY 19/20 PROPOSED BUDGET	VARIANCE Over (Under)	PERCENT Over (Under)
REVENUES					
361100-0000 Interest on Investment	\$ 40,223	\$ 24,567	\$ 52,946	\$28,379	115.52%
381000-0000 Interfund Transfer	9,475,253	9,514,844	9,515,469	625	0.01%
421000-0000 Fund Balance	0	0	0	0	0.00%
TOTAL REVENUES	<u>\$ 9,515,476</u>	<u>\$9,539,411</u>	<u>\$ 9,568,415</u>	<u>\$29,004</u>	<u>0.30%</u>
APPROPRIATIONS					
7110 Principal	220,000	235,000	245,000	10,000	4.26%
7210 Interest	9,287,369	9,279,494	9,270,094	(9,400)	-0.10%
7310 Other Debt Service Costs	345	350	375	25	7.14%
9110 Interfund Transfer	0	24,567	52,946	28,379	115.52%
9940 Reserves	7,762	0	0	0	0.00%
TOTAL APPROPRIATIONS	<u>\$ 9,515,476</u>	<u>\$9,539,411</u>	<u>\$ 9,568,415</u>	<u>\$29,004</u>	<u>0.30%</u>

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FUND 41276
FISCAL YEAR 2019/2020**

REVENUE REFUNDING BONDS SERIES 2015 CLERK GE5429041276	FY 17/18 ACTUALS	FY 18/19 APPROVED BUDGET	FY 19/20 PROPOSED BUDGET	VARIANCE Over (Under)	PERCENT Over (Under)
REVENUES					
361100-9000 Interest on Investment	\$ 6,851	\$ 7,225	\$ 9,076	\$ 1,851	25.62%
381000-9412 Interfund Transfer	1,665,274	1,672,000	1,672,005	5	0.00%
421000-0000 Fund Balance	403	141,995	141,563	(432)	-0.30%
TOTAL REVENUES	<u>\$ 1,672,528</u>	<u>\$ 1,821,220</u>	<u>\$ 1,822,644</u>	<u>\$ 1,424</u>	<u>0.08%</u>
APPROPRIATIONS					
7210 Interest Payment	1,671,250	1,671,250	1,671,250	0	0.00%
7310 Debt Service Costs	403	750	755	5	0.67%
9110 Interfund Transfer	0	7,225	9,076	1,851	25.62%
9940 Reserves for Cash Balance	875	141,995	141,563	(432)	-0.30%
TOTAL APPROPRIATIONS	<u>\$ 1,672,528</u>	<u>\$ 1,821,220</u>	<u>\$ 1,822,644</u>	<u>\$ 1,424</u>	<u>0.08%</u>

LEE COUNTY PORT AUTHORITY
 PROPOSED BUDGET
 FUND 41290
 FISCAL YEAR 2019/2020

ARBITRAGE REBATE FUND CLERK GC5890241290	FY 17/18 ACTUALS	FY 18/19 APPROVED BUDGET	FY 19/20 PROPOSED BUDGET	VARIANCE Over (Under)	PERCENT Over (Under)
REVENUES					
361100-0000 Interest on Investment	\$0	\$ 101	\$ 125	\$ 24	23.76%
381000-0000 Interfund Transfer	0	10,000	10,000	0	0.00%
TOTAL REVENUES	<u>\$ -</u>	<u>\$ 10,101</u>	<u>\$ 10,125</u>	<u>\$ 24</u>	<u>0.24%</u>
APPROPRIATIONS					
4983 Arbitrage Rebates	0	10,000	10,000	0	0.00%
9940 Reserves for Cash Balance	0	101	125	24	23.76%
TOTAL APPROPRIATIONS	<u>\$ -</u>	<u>\$ 10,101</u>	<u>\$ 10,125</u>	<u>\$ 24</u>	<u>0.24%</u>

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FUND 41201
FISCAL YEAR 2019/2020**

SELF INSURANCE FUND CLERK GC5890141201	FY 17/18 ACTUALS	FY 18/19 APPROVED BUDGET	FY 19/20 PROPOSED BUDGET	VARIANCE Over (Under)	PERCENT Over (Under)
REVENUES					
361100-0000 Investment Income	\$ 2,066	\$ 3,138	\$ 5,262	\$ 2,124	67.69%
421000-0000 Fund Balance	200,000	200,000	200,000	0	0.00%
TOTAL REVENUES	<u>\$ 202,066</u>	<u>\$ 203,138</u>	<u>\$ 205,262</u>	<u>\$ 2,124</u>	<u>1.05%</u>
APPROPRIATIONS					
9110 Interfund Transfer	2,066	3,138	5,262	2,124	67.69%
9940 Reserves	200,000	200,000	200,000	0	0.00%
TOTAL APPROPRIATIONS	<u>\$ 202,066</u>	<u>\$ 203,138</u>	<u>\$ 205,262</u>	<u>\$ 2,124</u>	<u>1.05%</u>

LEE COUNTY PORT AUTHORITY
 PROPOSED BUDGET
 FUND 41206
 FISCAL YEAR 2019/2020

PA DONATION POLICE K9 CLERK PD5420141206	FY 17/18 ACTUALS	FY 18/19 APPROVED BUDGET	FY 19/20 PROPOSED BUDGET	VARIANCE Over (Under)	PERCENT Over (Under)
REVENUES					
361100-0000 Investment Income	\$ 1,441	\$ 2,136	\$ 4,516	\$ 2,380	111.42%
421000-0000 Fund Balance	139,605	139,549	119,786	(19,763)	-14.16%
TOTAL REVENUES	<u>\$ 141,046</u>	<u>\$ 141,685</u>	<u>\$ 124,302</u>	<u>\$ (17,383)</u>	<u>-12.27%</u>
APPROPRIATIONS					
5280 Minor Equipment	0	100,998	99,786	(1,212)	-1.20%
6410 Furniture & Equipment	0	40,687	24,516	(16,171)	-39.74%
9901 Reserves	141,046	0	0	0	0.00%
TOTAL APPROPRIATIONS	<u>\$ 141,046</u>	<u>\$ 141,685</u>	<u>\$ 124,302</u>	<u>\$ (17,383)</u>	<u>-12.27%</u>

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FUND 41209
FISCAL YEAR 2019/2020**

PA GRANT ACQ CAPITAL REPAYMENT CLERK WN5422841209	FY 17/18 ACTUALS	FY 18/19 APPROVED BUDGET	FY 19/20 PROPOSED BUDGET	VARIANCE Over (Under)	PERCENT Over (Under)
REVENUES					
361100-0000 Investment Income	\$ 1,415	\$ 2,896	\$ 5,130	\$ 2,234	77.14%
421000-0000 Fund Balance	170,000	170,000	170,000	0	0.00%
TOTAL REVENUES	<u>\$ 171,415</u>	<u>\$ 172,896</u>	<u>\$ 175,130</u>	<u>\$ 2,234</u>	<u>1.29%</u>
APPROPRIATIONS					
9110 Interfund Transfer	0	172,896	175,130	2,234	1.29%
9901 Reserves	171,415	0	0	0	0.00%
TOTAL APPROPRIATIONS	<u>\$ 171,415</u>	<u>\$ 172,896</u>	<u>\$ 175,130</u>	<u>\$ 2,234</u>	<u>1.29%</u>

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FUND 41210
FISCAL YEAR 2019/2020**

RESERVE & REPLACEMENT FUND CLERK GC5810141210	FY 17/18 ACTUALS	FY 18/19 APPROVED BUDGET	FY 19/20 PROPOSED BUDGET	VARIANCE Over (Under)	PERCENT Over (Under)
REVENUES					
361100-0000 Investment Income	\$ 9,335	\$ 7,791	\$ 12,950	\$ 5,159	66.22%
421000-0000 Fund Balance	500,001	500,000	500,000	0	0.00%
TOTAL REVENUES	<u>\$ 509,336</u>	<u>\$ 507,791</u>	<u>\$ 512,950</u>	<u>\$ 5,159</u>	<u>1.02%</u>
APPROPRIATIONS					
9110 Interfund Transfers	9,335	107,791	212,950	105,159	97.56%
9940 Reserves	500,001	400,000	300,000	(100,000)	-25.00%
TOTAL APPROPRIATIONS	<u>\$ 509,336</u>	<u>\$ 507,791</u>	<u>\$ 512,950</u>	<u>\$ 5,159</u>	<u>1.02%</u>

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FUND 41231
FISCAL YEAR 2019/2020**

LCPA DISCRETIONARY FUND CLERK VB5131541231	FY 17/18 ACTUALS	FY 18/19 APPROVED BUDGET	FY 19/20 PROPOSED BUDGET	VARIANCE Over (Under)	PERCENT Over (Under)
REVENUES					
361100-0000 Investment Income	\$ 718,320	\$ 610,958	\$ 1,287,124	\$ 676,166	110.67%
334410-0000 State Grant	0	1,000,000	1,000,000	0	0.00%
334410-0001 Federal Grant	0	2,000,000	2,000,000	0	0.00%
389400-900015 FAC Grant - Interns	7,898	4,000	4,000	0	0.00%
389400-900016 SEC-AAAE Internship Grant	0	2,500	2,500	0	0.00%
381000-9412 Interfund Transfer	6,844,561	10,697,411	13,855,000	3,157,589	29.52%
421000-0000 Fund Balance	37,625,413	25,429,328	29,816,218	4,386,890	17.25%
TOTAL REVENUES	\$ 45,196,192	\$ 39,744,197	\$ 47,964,842	\$ 8,220,645	20.68%
APPROPRIATIONS					
3130 Financial Services	36,373	0	50,000	50,000	100.00%
3140 Architect and Engin. Serv	0	29,547	28,500	(1,047)	-3.54%
3190 Other Professional Services	40,400	425,000	355,000	(70,000)	-16.47%
3460 Data Processing	0	325,000	315,000	(10,000)	-3.08%
3490 Other Contracted Services	0	395,000	325,000	(70,000)	-17.72%
4810 Promotional Advertising and Expenses	763,915	2,175,000	2,475,000	300,000	13.79%
5280 Minor Equipment	6,832	3,500	3,750	250	7.14%
6310 Improvements Other Than Buildings	0	550,000	500,000	(50,000)	-9.09%
6410 Furniture Equipment	117,933	220,000	215,000	(5,000)	-2.27%
6510 Professional Svcs	0	3,250,000	1,027,500	(2,222,500)	-68.38%
6540 Improvement Construction	0	950,000	750,000	(200,000)	-21.05%
6542 Miscellaneous Expense	0	105,000	100,000	(5,000)	-4.76%
7130 Lease Purchase Principle	364,348	372,697	383,548	10,851	2.91%
7230 Lease Purchase Interest	19,485	11,941	4,235	(7,706)	-64.53%
9110 Interfund Transfer	5,060,932	6,250,000	18,487,124	12,237,124	195.79%
9940 Reserves for Cash Balance	38,785,974	24,681,512	22,945,185	(1,736,327)	-7.03%
TOTAL APPROPRIATIONS	\$ 45,196,192	\$ 39,744,197	\$ 47,964,842	\$ 8,170,645	20.56%

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FUND 41234
FISCAL YEAR 2019/2020**

RSW CONSTRUCTION CLERK WB5422841234	FY 17/18 ACTUALS	FY 18/19 APPROVED BUDGET	FY 19/20 PROPOSED BUDGET	VARIANCE Over (Under)	PERCENT Over (Under)
REVENUES					
389100-9000 Interest	\$ 842,632	\$ 720,310	\$ 1,099,185	\$ 378,875	52.60%
331410-2018 Federal Grant	0	3,000,000	3,000,000	0	0.00%
384000-9002 Loan Proceeds	0	0	38,661,218	38,661,218	100.00%
331410-2013 Federal Grant - Cargo & Passenger Entitlements	0	1,765,643	0	(1,765,643)	-100.00%
331410-2020 Federal Grant - Terminal Expansion	0	0	18,757,869	18,757,869	100.00%
331410-2015 TSA Security Cameras	484,229	0	0	0	0.00%
331410-2710 TSA Electronic Baggage Screening	4,061,698	0	0	0	0.00%
334410-2018 State Grant	0	8,000,000	8,000,000	0	0.00%
334410-9408 State Grant - Design and Construction ATCT	0	4,778,760	2,505,653	(2,273,107)	-47.57%
334410-9405 State Grant - RSW North Property Utilities	913,212	1,817,747	0	(1,817,747)	0.00%
334410-9401 State Grant - Rehabilitation of Roads	267,670	0	0	0	0.00%
334410-9410 State Grant - Ticket Ctr & Gate Podium	123,314	313,906	0	(313,906)	0.00%
334410-9413 State Grant - Airside Pavement Rehab	211,761	294,274	0	(294,274)	0.00%
334410-9516 State Grant - Maintenance Bldg Expansion	21,253	1,200,000	874,605	(325,395)	-27.12%
334410-9517 State Grant - RSW Terminal Expansion	500,000	3,230,491	10,679,632	7,449,141	230.59%
381000-0000 Interfund Transfer	1,289,185	30,879,111	45,654,244	14,775,133	47.85%
421000-0000 Fund Balance	45,041,635	62,216,276	62,512,280	296,004	0.48%
TOTAL REVENUES	\$ 53,756,589	\$ 118,216,518	\$ 191,744,686	\$ 73,528,168	62.20%
APPROPRIATIONS					
5280 Minor Equipment	40,882	0	0	0	0.00%
6510 Professional Services	7,031,225	8,998,781	35,854,781	26,856,000	298.44%
6511 Permits, Licenses & Other Fees	0	25,000	25,000	0	0.00%
6530 Building Construction	122,454	609,875	1,908,475	1,298,600	212.93%
6531 Building Renovation	3,380	3,954,897	3,851,478	(103,419)	-2.61%
6540 Improvement Construction	1,722,716	37,764,598	69,558,147	31,793,549	84.19%
6542 Miscellaneous Expense	89,100	9,495,000	25,587,470	16,092,470	169.48%
9110 Interfund Transfer	842,632	1,720,310	1,099,185	(621,125)	-36.11%
9940 Reserves	43,904,200	55,648,057	53,860,150	(1,787,907)	-3.21%
TOTAL APPROPRIATIONS	\$ 53,756,589	\$ 118,216,518	\$ 191,744,686	\$ 73,528,168	62.20%

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FUND 41238
FISCAL YEAR 2019/2020**

PAGE FIELD CONSTRUCTION CLERK VM5131841238	FY 17/18 ACTUALS	FY 18/19 APPROVED BUDGET	FY 19/20 PROPOSED BUDGET	VARIANCE Over (Under)	PERCENT Over (Under)
REVENUES					
361100-0400 Interest	\$ 101,789	\$ 69,908	\$ 143,238	\$ 73,330	104.90%
334410-909409 State Grant - Runway Rehabilitation	6,331,668	925,000	0	(925,000)	-100.00%
334410-909510 State Grant - Multi -Use Hangar & Apron	604,000	4,000,000	0	(4,000,000)	-100.00%
331410-902016 Federal Grant - Runway 5/23 Rehabilitation	2,802,695	0	0	0	0.00%
331410-000000 Federal Grant - Entitlements	0	0	300,000	300,000	100.00%
381000-0000 Interfund Transfer	4,000,000	5,250,000	3,500,000	(1,750,000)	-33.33%
421000-0000 Fund Balance	4,447,840	3,674,837	3,778,915	104,078	2.83%
TOTAL REVENUES	<u>\$ 18,287,992</u>	<u>\$ 13,919,745</u>	<u>\$ 7,722,153</u>	<u>\$ (6,197,592)</u>	<u>-44.52%</u>
APPROPRIATIONS					
3140 Architect & Engineering Svc	0	71,500	70,525	(975)	-1.36%
3190 Other Professional Services	0	52,500	51,548	(952)	-1.81%
3490 Other Contracted Services	0	69,500	68,258	(1,242)	-1.79%
5280 Minor Equipment	0	61,520	60,958	(562)	-0.91%
6510 Professional Services	1,083,553	4,318,564	1,347,584	(2,970,980)	-68.80%
6511 Permits, Licenses & Other Fees	0	50,500	50,500	0	0.00%
6530 Building Construction	239,734	3,550,000	1,250,000	(2,300,000)	-64.79%
6540 Improvement Construction	10,261,766	1,956,887	976,874	(980,013)	-50.08%
9110 Interfund Transfer	0	1,000,000	1,000,000	0	0.00%
9940 Reserves	6,702,939	2,788,774	2,845,906	57,132	2.05%
TOTAL APPROPRIATIONS	<u>\$ 18,287,992</u>	<u>\$ 13,919,745</u>	<u>\$ 7,722,153</u>	<u>\$ (6,197,592)</u>	<u>-44.52%</u>

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FUND 41250
FISCAL YEAR 2019/2020**

PASSENGER FACILITY CHARGE CLERK UE5420041250	FY 17/18 ACTUALS	FY 18/19 APPROVED BUDGET	FY 19/20 PROPOSED BUDGET	VARIANCE Over (Under)	PERCENT Over (Under)
REVENUES					
344100-9053 Passenger Facility Charge	\$ 18,260,669	\$ 19,981,016	\$ 21,379,687	\$ 1,398,671	7.00%
361100-0000 Investment Income	27,635	18,983	22,776	3,793	19.98%
421000-0000 Fund Balance	2,250,401	0	0	0	0.00%
TOTAL REVENUES	<u>\$ 20,538,705</u>	<u>\$ 19,999,999</u>	<u>\$ 21,402,463</u>	<u>\$ 1,402,464</u>	<u>7.01%</u>
APPROPRIATIONS					
9110 Interfund Transfer	17,989,192	19,515,107	20,916,476	1,401,369	7.18%
9940 Reserves	2,549,513	484,892	485,987	1,095	0.23%
TOTAL APPROPRIATIONS	<u>\$ 20,538,705</u>	<u>\$ 19,999,999</u>	<u>\$ 21,402,463</u>	<u>\$ 1,402,464</u>	<u>7.01%</u>

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FUND 41251
FISCAL YEAR 2019/2020**

PASSENGER FACILITY CHARGE - CAPITAL FUND CLERK UE5120041251	FY 17/18 ACTUALS	FY 18/19 APPROVED BUDGET	FY 19/20 PROPOSED BUDGET	VARIANCE Over (Under)	PERCENT Over (Under)
REVENUES					
361100-0000 Investment Income	\$ 897,891	\$ 699,815	\$ 1,557,724	\$ 857,909	122.59%
381000-0000 Interfund Transfer	14,928,817	16,100,263	17,489,494	1,389,231	8.63%
421000-0000 Fund Balance	45,151,314	18,227,330	18,435,643	208,313	1.14%
TOTAL REVENUES	<u>\$ 60,978,022</u>	<u>\$ 35,027,408</u>	<u>\$ 37,482,861</u>	<u>\$ 2,455,453</u>	<u>7.01%</u>
APPROPRIATIONS					
9110 Interfund Transfer	1,413,950	33,035,521	35,484,114	2,448,593	7.41%
9940 Reserves	59,564,072	1,991,887	1,998,747	6,860	0.34%
TOTAL APPROPRIATIONS	<u>\$ 60,978,022</u>	<u>\$ 35,027,408</u>	<u>\$ 37,482,861</u>	<u>\$ 2,455,453</u>	<u>7.01%</u>

LEE COUNTY PORT AUTHORITY
 PROPOSED BUDGET
 FUND 41255
 FISCAL YEAR 2019/2020

RENTAL CAR FACILITY CHARGE CLERK UE5000041255	FY 17/18 ACTUALS	FY 18/19 APPROVED BUDGET	FY 19/20 PROPOSED BUDGET	VARIANCE Over (Under)	PERCENT Over (Under)
REVENUES					
344100-9068 Rental Car Facility Charge	\$0	\$0	\$9,000,000	\$9,000,000	100.00%
361100-0000 Investment Income	10,310	8,896	17,755	8,859	99.58%
421000-0000 Fund Balance	562,494	560,979	575,998	15,019	2.68%
TOTAL REVENUES	<u>\$ 572,804</u>	<u>\$ 569,875</u>	<u>\$ 9,593,753</u>	<u>\$ 9,023,878</u>	<u>1583.48%</u>
APPROPRIATIONS					
9110 Interfund Transfer	10,310	569,875	1,167,755	597,880	104.91%
9940 Reserves	562,494	0	8,425,998	8,425,998	100.00%
TOTAL APPROPRIATIONS	<u>\$ 572,804</u>	<u>\$ 569,875</u>	<u>\$ 9,593,753</u>	<u>\$ 9,023,878</u>	<u>1583.48%</u>

**LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FISCAL YEAR 2019/2020**

ALL FUNDS SUMMARY	FY 17/18 ACTUALS	FY 18/19 FORECAST	FY 19/20 ADOPTED BUDGET	VARIANCE Over (Under)	PERCENT Over (Under)
APPROPRIATIONS					
41200 - Airport Operating	\$134,465,245	\$125,481,178	\$130,663,248	\$5,182,070	4.13%
41201 - Self-Insurance Fund	202,066	205,133	205,262	129	0.06%
41203 - Page Field Operating	12,193,336	19,075,543	21,269,601	2,194,058	11.50%
41206 - Port Authority Donation Police K9	141,046	128,780	124,302	(4,478)	-3.48%
41209 - Port Authority Grant Cap. Repayment	0	172,630	175,130	2,500	1.45%
41210 - Reserve and Replacement Fund	509,336	512,560	512,950	390	0.08%
41231 - L.CPA Discretionary	45,196,192	39,743,937	47,964,842	8,220,905	20.68%
41234 - RSW Construction	53,756,589	109,594,068	191,744,686	82,150,618	74.96%
41238 - Page Field Construction	18,287,992	10,559,908	7,722,153	(2,837,755)	-26.87%
41250 - Passenger Facility Charge	20,538,705	21,181,046	21,402,463	221,417	1.05%
41251 - PFC Capital Fund	60,978,022	34,955,940	37,482,861	2,526,921	7.23%
41255 - Rental Car Facility Charge	572,804	558,500	9,593,753	9,035,253	1617.77%
41271 - Debt Service Reserves	25,767,702	26,329,033	26,481,453	152,420	0.58%
41273 - Revenue Refunding Bonds 2010	13,508,731	13,612,370	13,613,433	1,063	0.01%
41275 - Revenue Refunding Bonds 2011	9,515,476	9,566,831	9,568,415	1,584	0.02%
41276 - Revenue Refunding Bonds 2015	1,672,528	1,821,351	1,822,644	1,293	0.07%
41290 - Rebate Fund	0	0	10,125	10,125	100%
Sub Total	397,305,770	413,498,808	520,357,321	106,858,513	25.84%
(Less: Transfers)	(57,068,288)	(87,201,367)	(116,830,831)	(29,629,464)	33.98%
TOTAL APPROPRIATIONS	\$340,237,482	\$326,297,441	\$403,526,490	\$77,229,049	23.67%
OPERATING					
Operating Expenditures	\$74,885,848	\$83,728,283	\$89,389,671	\$5,661,389	6.76%
Participating Airline Rebates	4,550,579	4,871,077	4,998,741	127,664	2.62%
Subtotal Operating	79,436,427	88,599,360	94,388,412	5,789,052	6.53%
CAPITAL					
Capital Construction	20,908,732	69,366,991	143,766,146	74,399,155	107.25%
Subtotal Capital	20,908,732	69,366,991	143,766,146	74,399,155	107.25%
DEBT SERVICE					
Arbitrage Rebate	0	0	10,000	10,000	100.00%
Misc. Financial Services	1,093	1,410	1,785	375	26.60%
Principal Payment	10,594,348	11,681,894	12,313,548	631,654	5.41%
Interest Payment	13,978,979	13,386,060	12,759,829	(626,231)	-4.68%
Debt Service Reserves	25,790,531	25,820,403	25,963,235	142,832	0.55%
Subtotal Debt Service	50,364,951	50,889,767	51,048,397	158,630	0.31%
Airport Reserves	189,527,372	117,441,323	114,323,535	(3,117,788)	-2.65%
TOTAL ALL FUNDS	\$340,237,482	\$326,297,441	\$403,526,490	\$77,229,049	23.67%

LEE COUNTY PORT AUTHORITY
PROPOSED BUDGET
FISCAL YEAR 2019/2020

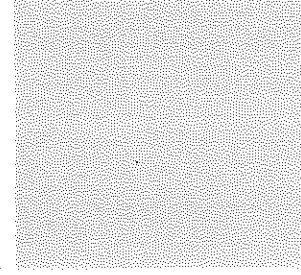
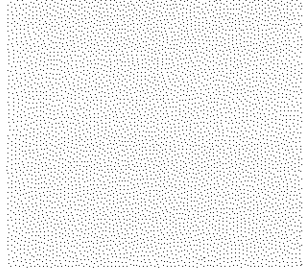
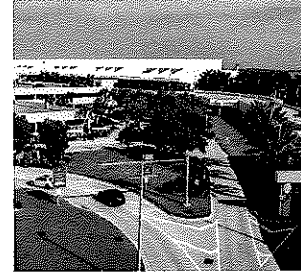
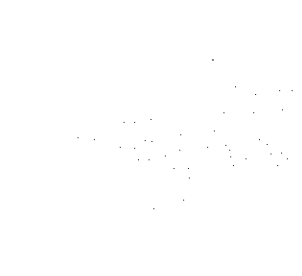
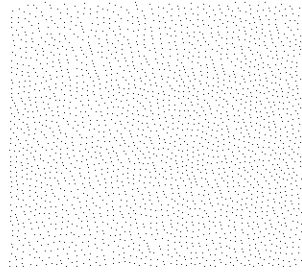
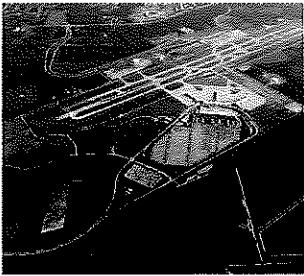
FUND 41200 SUMMARY	FY 17/18 ACTUALS	FY 18/19 FORECAST	FY 19/20 ADOPTED BUDGET	VARIANCE Over (Under)	PERCENT Over (Under)
<u>REVENUES</u>					
Revenues - RSW	\$97,352,527	\$100,493,791	\$103,949,362	\$3,455,571	3.44%
Interfund Transfers	5,470,640	8,366,868	9,134,714	767,846	9.18%
Fund Balance	31,642,078	16,620,519	17,579,172	958,653	5.77%
Total Revenues	\$134,465,245	\$125,481,178	\$130,663,248	\$5,182,070	4.13%
<u>OPERATING EXPENSES</u>					
Executive	230,837	260,780	295,475	34,695	13.30%
Administration	5,190,590	6,078,429	6,800,698	722,269	11.88%
Development	2,135,212	2,231,302	2,296,337	65,035	2.91%
Aviation	23,799,508	25,217,543	26,070,586	853,043	3.38%
Capital	1,065,893	1,137,984	1,785,949	647,965	56.94%
Sub Total	\$32,422,040	\$34,926,038	\$37,249,045	\$2,323,007	6.65%
<u>PERSONNEL EXPENSES</u>					
Executive	460,305	473,179	507,416	34,237	7.24%
Administration	6,536,375	6,764,650	7,519,390	754,740	11.16%
Development	2,629,810	2,840,694	2,877,675	36,981	1.30%
Aviation	22,192,703	23,066,909	25,420,176	2,353,267	10.20%
Sub Total	\$31,819,193	\$33,145,432	\$36,324,657	\$3,179,226	9.59%
<u>NON FEE RELATED EXPENSES</u>					
Airline Rebates/Revenue Sharing	4,550,579	4,871,077	4,998,741	127,664	2.62%
Interfund Transfers	31,256,552	33,210,203	33,697,379	487,176	1.47%
Sub Total	\$35,807,131	\$38,081,280	\$38,696,120	\$614,840	1.61%
TOTAL OPERATING	\$100,048,364	\$106,152,750	\$112,269,822	\$6,117,072	5.76%
Fund 412 Reserves	34,416,881	19,328,428	18,393,426	(935,002)	-4.84%
TOTAL APPROPRIATIONS	\$134,465,245	\$125,481,178	\$130,663,248	\$5,182,070	4.13%



Lee County Port Authority

Rates & Fees Proposed Budget

Southwest Florida International Airport



Fiscal Year 2019-2020

 **DRAFT**

LEE COUNTY PORT AUTHORITY

RATES & FEES PROPOSED BUDGET

FISCAL YEAR 2019 - 2020

TABLE OF CONTENTS

- A. Rates & Fees Summary
- B. Non Signatory Revenues
- C. Distribution of Operating Expenses
- D. Passenger Statistics & Landed Weight

**Lee County Port Authority
Proposed Budget Fiscal Year 2020
Southwest Florida International Airport
Summary of Revenues and Expenses for the Calculation of Airline Rates and Fees**

<u>Fiscal Year Ending</u>	Approved Budget <u>2019</u>	Proposed Budget <u>2020</u>	Budget vs. Budget <u>Variance</u>	Budget vs. Budget <u>%</u>
Terminal Rental Revenue	\$ 6,621,150	\$ 7,373,189	\$ 752,039	11.36%
Gate Area Revenue	6,286,611	6,547,837	261,226	4.16%
Baggage Area Charges	6,436,785	6,704,251	267,466	4.16%
Landing Fee Revenue	13,125,534	13,772,049	646,515	4.93%
Apron Fee Revenue	2,198,389	2,176,272	(22,117)	-1.01%
Non Signatory Revenue	66,681,764	69,589,800	2,908,036	4.36%
Passenger Facility Charges	3,363,931	3,426,982	63,051	1.87%
Federal Inspection Service Fees	449,004	372,760	(76,244)	-16.98%
Total Revenue	\$ 105,163,167	\$ 109,963,140	\$ 4,799,973	4.56%
<u>Expenses</u>				
Personnel	\$ 34,526,492	\$ 36,324,657	\$ 1,798,165	5.21%
Operating	34,717,547	35,463,096	745,549	2.15%
Capital	1,185,400	1,785,949	600,549	50.66%
Total Expenses	\$ 70,429,439	\$ 73,573,702	\$ 3,144,263	4.46%
Net Revenue	\$ 34,733,728	\$ 36,389,438	\$ 1,655,710	4.77%
Less Total Debt Service	\$ 24,686,254	\$ 24,687,379	\$ 1,125	0.00%
Net Funds Remaining	\$ 10,047,474	\$ 11,702,059	\$ 1,654,585	16.47%
Less Working Capital Reserve	114,485	196,516	82,031	71.65%
Less Airfield Project Amortization	198,357	283,061	84,704	42.70%
Less Ground Transportation Project Amortization	1,022,969	158,912	(864,057)	-84.47%
Less Terminal Project Amortization	477,478	998,117	520,639	109.04%
Net Funds Remaining after Contribution & Working Capital	\$ 8,234,185	\$ 10,065,452	\$ 1,831,267	22.24%
LCPA Share 60% (Rebate/Sharing)	\$ 4,940,511	\$ 6,039,271	\$ 1,098,760	22.24%
Airline Share 40% (Rebate/Sharing)	\$ 3,293,674	\$ 4,026,181	\$ 732,507	22.24%
<u>Rates & Statistics:</u>				
Landing Fee	\$ 2.58	\$ 2.49	\$ (0.09)	-3.49%
Terminal Rental Rate	\$ 106.13	\$ 110.54	\$ 4.41	4.16%
Apron Fee Per Gate	\$ 129,317	\$ 128,016	\$ (1,301)	-1.01%
Projected Average Cost Per Enplanement	\$ 7.44	\$ 6.62	\$ (0.82)	-10.96%
Total Passengers	9,015,849	9,878,331	862,482	9.57%
Total Landed Weight	5,087,416	5,530,943	443,527	8.72%

**Lee County Port Authority
Southwest Florida International Airport
Terminal Rental Rate
Fiscal Year 2020**

<u>Fiscal Year Ending</u>	<u>Fiscal Year 2019</u>	<u>Fiscal Year 2020</u>
Terminal Investment Service	\$ 16,169,496	\$ 16,170,233
Terminal Operating Expenses	31,829,288	33,204,669
Terminal Expense Operating Reserve	288,408	343,845
Terminal Amortization	477,478	998,117
Total Requirement	48,764,670	50,716,864
Less: PFC Revenues	3,363,931	3,426,982
Net Requirement	45,400,739	47,289,882
Total Rentable Space	427,798	427,798
Signatory Airline Terminal Rental Rate	\$ 106.13	\$ 110.54
Extraordinary Coverage Requirement	\$ -	\$ -
Required Signatory Airline Terminal Rental Rate (1.25 Coverage)	\$ 103.79	\$ 110.54
Non Signatory Terminal Rental Rate (110%)	\$ 116.74	\$ 121.59
Signatory Gate Area charge	\$ 299,362	\$ 311,801.76
Signatory Airline Terminal Rental Space	179,030	184,991
Non Signatory Leased Airline Space	2,948	1,451
Total Leased Airline Space	181,978	186,442
Signatory Airline Terminal Rental Revenue	\$ 19,000,454	\$ 20,448,850
Non Signatory Terminal Rental Revenue	\$ 344,091	\$ 176,427
Total Terminal Rental Revenue	\$ 19,344,545	\$ 20,625,277

Allocation of Leased Airline Space

	<u>Fiscal Year 2020 Square Feet</u>	<u>Fiscal Year 2020 Revenue</u>
Signatory Airline Terminal Space Revenues:		
Exclusive Space	65,106	\$ 7,196,762
Gate Area Revenue	59,235	\$ 6,547,837
Baggage Area Charges	60,650	\$ 6,704,251
Sub Total	184,991	\$ 20,448,850
Non Signatory Airline Exclusive Space	1,451	\$ 176,427
Total	186,442	\$ 20,625,277

**Lee County Port Authority
Southwest Florida International Airport
Landing Fee Rate
Fiscal Year 2020**

<u>Fiscal Year Ending</u>	<u>Fiscal Year 2019</u>	<u>Fiscal Year 2020</u>
Airfield Investment Service	\$ 5,646,981	\$ 5,647,238
Airfield Operating Expenses	10,628,104	11,329,114
Airfield Operating Expense Reserve	120,825	175,253
Airfield Amortization	198,357	283,061
Total Requirement	\$ 16,594,267	\$ 17,434,666
Less: Airfield Non Airline Revenue	3,488,990	3,671,239
Net Requirement	\$ 13,105,277	\$ 13,763,427
Signatory Landed Weight	4,094,098	4,943,155
Non Signatory Landed Weight	993,318	587,788
Total Landed Weight	5,087,416	5,530,943
Landing Fee	\$ 2.58	\$ 2.49
Required Signatory Landing Fee Revenue	10,562,773	12,308,457
Non Signatory Landing Fee Revenue	2,562,760	1,463,592
Total Landing Fee Revenue	\$ 13,125,534	\$ 13,772,049

**Lee County Port Authority
Southwest Florida International Airport
Apron Fee Rate
Fiscal Year 2020**

<u>Fiscal Year Ending</u>	<u>Fiscal Year 2019</u>	<u>Fiscal Year 2020</u>
Apron Investment Service	\$ 61,716	\$ 61,718
Apron Operating Expenses	3,523,856	3,522,735
Apron Operating Expense Reserve	35,314	-
<hr/>		
Total Apron Requirement	\$ 3,620,886	\$ 3,584,453
Total Gates	28	28
Apron Fee Per Gate	\$ 129,317	\$ 128,016
<u>Leased Gates</u>	<u>17</u>	<u>17</u>
<hr/>		
Apron Fee Revenue	\$ 2,198,389	\$ 2,176,272

**Lee County Port Authority
Southwest Florida International Airport
Signatory Cost Per Enplanement
Fiscal Year 2020**

	Fiscal Year <u>2019</u>	Fiscal Year <u>2020</u>	<u>Variance</u>	<u>% Variance</u>
Signatory Landing Fee Revenues	\$ 10,562,773	\$ 12,308,457	\$ 1,745,684	16.53%
Signatory Terminal Rental Revenue	19,000,454	20,448,850	1,448,396	7.62%
Signatory Apron Revenues	2,198,389	2,176,272	(22,117)	-1.01%
Total Signatory Passenger Airline Revenue	\$ 31,761,616	\$ 34,933,579	\$ 3,171,963	9.99%
Less: Revenue Sharing	(3,293,674)	(4,026,181)	(732,507)	22.24%
Net Signatory Passenger Airline Revenue	\$ 28,467,942	\$ 30,907,398	\$ 2,439,456	8.57%
Total Signatory Airline Enplanements	3,824,624	4,665,689	841,065	21.99%
Signatory Cost Per Enplanement	\$ 7.44	\$ 6.62	\$ (0.82)	-11.00%

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**Lee County Port Authority
Southwest Florida International Airport
Investment Service and Allocation to Cost Centers
Fiscal Year 2020**

<u>Fiscal Year Ending</u>	<u>Fiscal Year</u> <u>2020</u>
Investment Service	
Series 2011 A	\$ 9,515,469
Series 2010 Refunding	13,499,905
Series 2015 Refunding	1,672,005
Total Debt Service (Excluding PFC'S)	24,687,379
Debt Service Coverage	6,171,845
Total Investment Service	\$ 30,859,224

Allocation of Investment Service to Cost Centers		
		<u>Allocation %</u>
Airfield	\$ 5,647,238	18.3%
Apron	61,718	0.2%
Terminal	16,170,233	52.4%
Ground Transportation	8,702,301	28.2%
Aviation	185,155	0.6%
Non Aviation	-	0.0%
Air Cargo	92,578	0.3%
Total Investment Service	\$ 30,859,224	100.0%

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**Lee County Port Authority
Southwest Florida International Airport
Non Signatory Revenues
Proposed Budget Fiscal Year 2020**

<u>Revenue Source</u>	<u>Total RSW</u>	<u>Airfield</u>	<u>Apron</u>	<u>Terminal</u>	<u>Ground Transportation</u>	<u>Aviation</u>	<u>Air Cargo</u>
Investment Income	\$ 2,901,293	\$ 530,937	\$ 5,803	\$ 1,520,278	\$ 818,165	\$ 17,408	\$ 8,704
Fuel Systems	1,860,940	1,860,940					
Fuel Flowage	492,630	492,630					
Catering	335,145	335,145					
Passenger Aircraft Parking	38,169	38,169					
Utility Income	103,160	103,160					
FBO Landing fees	97,243	97,243					
Misc Revenue - Police	42,736	42,736					
Misc Revenue - Maintenance	6,444	6,444					
Misc Revenue	19,264	19,264					
Misc Revenue DAS	130,500			130,500			
Refund Prior Year	-	-					
Discounts Taken	-	-					
Late Fees	-	-					
Misc Revenue - ARFF	152	152					
Apron Use Charge	397,609		397,609				
Terminal Concessions	3,569,349			3,569,349			
Restaurants	4,061,367			4,061,367			
Airport Facility Charge	1,504,190			1,504,190			
Terminal Space Rent	1,529,331			1,529,331			
Facility Use Charge	1,344,432			1,344,432			
Advertising	852,396			852,396			
Equipment Use Charge	700,213			700,213			
Space Rent Commercial	371,906			371,906			
Misc Revenue (LEO)	131,400			131,400			
Hold Room Charge	150,069			150,069			
Misc Revenue (K9) Explosive Program	151,500			143,925			7,575
Misc Revenue - Operations (Lost/Found)	1,360			1,360			
Rental Cars	20,778,683				20,778,683		
Parking Lot Fee	18,489,952				18,489,952		
Building Rent RAC	1,389,198				1,389,198		
Employee Parking	435,842				435,842		
Taxi Permit Fees	676,387				676,387		
Fuel Systems (RAC)	214,820				214,820		
Fuel Flow Commercial	25,988				25,988		
Off Airport Parking	190,640				190,640		
Off Airport Rental Cars	1,336,407				1,336,407		
Courtesy Permit/Trip	240,065				240,065		
Charter Bus Fees	19,512				19,512		
Provider Permits	23,535				23,535		
Land Rent Commercial	2,581,562				221,629	2,359,933	
Privilege Fee	1,234,407				6,878	1,227,529	
Bldg Rent RAC Service Facility	314,009					314,009	
Cell Phone Tower Charges	140,193					140,193	
Misc Revenue - Airport	99,544	99,544					
Cargo Ramp User Fee	299,170	44,876					254,295
Commercial Cargo Bldg Rental	183,608						183,608
Third Party Cargo Fees	123,480						123,480
Passenger Facility Charge	3,426,982						
Total	73,016,782						
Less PFC'S	(3,426,982)						
Total	\$ 69,589,800	\$ 3,671,239	\$ 403,412	\$16,010,716	\$ 44,867,701	\$4,059,072	\$577,661

**Lee County Port Authority
Southwest Florida International Airport
Detail of Expenses by Cost Center
Fiscal Year 2020**

	Airfield	Apron	Terminal	Ground Transportation	Aviation	Nonaviation	Air Cargo	Indirect	Total
<i>Executive</i>									
Port Boards	\$ 6,018	\$ 2,082	\$ 15,036	\$ 10,996	\$ 409	\$ 539	\$ 645	\$ 1,125	36,850
Director	109,658	37,933	273,984	200,369	7,460	9,830	11,747	18,949	669,931
Legal Services	15,453	5,345	38,610	28,236	1,051	1,385	1,655	4,374	96,110
Total	131,129	45,360	327,630	239,601	8,920	11,755	14,047	24,448	802,891
<i>Administration</i>									
Air Service Development	117,194	40,540	292,813	214,139	7,972	10,506	12,554	19,507	715,225
Finance	502,071	173,676	1,254,443	917,395	34,154	45,009	53,785	1,894,344	4,874,877
Purchasing	86,855	30,045	217,011	158,703	5,908	7,786	9,304	14,971	530,583
Human Resources	320,776	110,963	801,472	586,130	21,821	28,757	34,363	84,989	1,989,272
Information Technology	731,317	252,977	1,827,223	1,336,279	49,749	65,560	78,343	285,970	4,627,417
Property Management	133,213	40,371	1,678,202	444,348	7,939	10,462	29,009	19,532	2,363,077
Communications & Marketing	164,148	56,782	410,131	299,936	11,166	14,715	17,584	31,122	1,005,586
Total	2,055,574	705,353	6,481,295	3,956,930	138,711	182,796	234,943	2,350,435	16,106,037
<i>Development</i>									
Development	1,106,153	30,726	1,321,238	614,529	0	0	0	8,900	3,081,547
Non-Departmental	753,287	20,925	899,760	418,493	0	0	0	0	2,092,465
Total	1,859,440	51,651	2,220,998	1,033,022	0	0	0	8,900	5,174,012
<i>Aviation Services</i>									
Aircraft Rescue	3,295,114	60,410	1,636,573	263,609	87,870	142,788	5,492	66,806	5,558,663
Maintenance	1,972,635	632,640	6,778,881	6,107,159	305,329	309,864	653,654	1,425,841	18,186,004
Contract Management	25,194	33,592	8,716,757	7,124,323	0	16,796	0	3,553	15,920,214
Operations	573,341	247,088	561,346	479,783	189,514	206,307	141,536	27,860	2,426,776
Aviation Security & Technology	44,745	11,186	821,392	720,716	0	0	0	17,226	1,615,266
Aviation Administration	84,206	36,954	230,810	206,578	8,481	9,087	16,962	13,322	606,402
APD - Security	117,121	302,564	761,289	213,328	0	0	0	23,743	1,418,045
Police	471,413	1,161,697	3,008,066	802,525	56,121	56,121	56,121	147,328	5,759,392
Total	6,583,770	2,486,131	22,515,116	15,918,022	647,315	740,963	873,765	1,725,678	51,490,762
	\$ 10,629,913	\$ 3,288,496	\$ 31,545,039	\$ 21,147,576	\$ 794,947	\$ 935,514	\$ 1,122,756	\$ 4,109,462	\$ 73,573,702

**Lee County Port Authority
Southwest Florida International Airport
Distribution of Operating Expenditures
Fiscal Year 2020**

	Airport Total	Allocable	Airfield	Apron	Terminal	Ground Transportation	Aviation	Non Aviation	Air Cargo
<u>Personnel Expenditures</u>									
Salaries & Wages	\$ 23,910,609	\$ 133,080	\$ 5,368,318	\$ 1,720,784	\$ 9,261,752	\$ 6,050,372	\$ 379,310	\$ 480,037	\$ 516,957
Employee Benefits	12,414,049	81,043	2,697,926	934,735	4,860,538	3,146,329	189,177	240,657	263,644
Total	<u>36,324,657</u>	<u>214,123</u>	<u>8,066,244</u>	<u>2,655,519</u>	<u>14,122,290</u>	<u>9,196,701</u>	<u>568,487</u>	<u>720,694</u>	<u>780,601</u>
Add Allocations		(214,123)	21,412	12,205	101,494	68,305	2,784	2,569	5,353
<u>Operating Expenditures</u>									
Contractual Services, Materials & Supplies	24,384,564	1,846,419	1,555,741	353,252	11,250,157	9,040,208	77,245	114,135	147,409
Utilities	4,550,937	213,163	187,159	24,923	3,040,217	985,694	77,768	6,394	15,619
Repairs & Maintenance	2,580,354	6,863	382,488	128,597	826,728	1,015,316	44,041	58,773	117,549
Insurance	1,650,726	0	16,507	0	1,386,610	231,102	0	0	16,507
Other	4,082,464	1,828,894	421,774	126,205	919,038	678,557	27,407	35,518	45,071
Total	<u>37,249,045</u>	<u>3,895,339</u>	<u>2,563,669</u>	<u>632,977</u>	<u>17,422,750</u>	<u>11,950,876</u>	<u>226,460</u>	<u>214,820</u>	<u>342,155</u>
Add Allocations		(3,895,339)	677,789	222,034	1,558,136	1,242,613	50,639	46,744	97,383
Grand Total	<u>\$ 73,573,702</u>	<u>\$ -</u>	<u>\$ 11,329,114</u>	<u>\$ 3,522,735</u>	<u>\$ 33,204,669</u>	<u>\$ 22,458,495</u>	<u>\$ 848,370</u>	<u>\$ 984,828</u>	<u>\$ 1,225,492</u>

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**LEE COUNTY PORT AUTHORITY
DEPLANED PASSENGERS
FISCAL YEAR 2020**

<u>Signatory Airlines</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>April</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>Aug</u>	<u>Sep</u>	<u>Total</u>
American	55,029	54,893	60,059	55,944	59,206	88,948	65,980	50,078	49,572	51,538	50,390	37,018	678,655
Delta	65,713	62,253	88,007	97,293	95,780	139,097	87,431	78,382	59,752	65,199	58,944	47,127	944,978
Frontier	20,009	53,512	71,848	72,771	86,043	81,997	53,937	36,635	33,702	29,439	23,612	17,646	581,151
JetBlue	42,240	49,745	60,112	50,562	62,297	78,830	59,392	35,751	29,538	30,346	25,023	28,486	552,322
Southwest	52,971	73,888	79,413	95,035	98,380	150,228	83,079	66,666	56,746	53,931	45,300	32,527	888,164
Spirit	16,819	49,035	65,981	65,539	70,383	74,855	36,929	10,438	13,979	14,658	13,669	16,624	448,909
United	31,061	38,041	44,599	47,230	52,929	61,235	44,891	33,624	23,229	25,021	24,558	20,798	447,216
Sub-Total	283,842	381,367	470,019	484,374	525,018	675,190	431,639	311,574	266,518	270,132	241,496	200,226	4,541,395
<u>Affiliates</u>													
Mesa - United	267			1,254									1,521
Republic - American			2,785	3,218	3,600	6,133	2,974	687					19,397
Republic - United		129	209	127	202	333	250	250	258	330	194	65	2,347
Sub-Total	267	129	2,994	4,599	3,802	6,466	3,224	937	258	330	194	65	23,265
<u>Other Scheduled Carriers</u>													
Sun Country	11,641	11,805	15,525	15,330	17,145	20,361	12,029	5,215	3,960	4,145	3,984	3,595	124,735
Sub-Total	11,641	11,805	15,525	15,330	17,145	20,361	12,029	5,215	3,960	4,145	3,984	3,595	124,735
<u>Domestic Charters</u>													
Misc	19	75		18	39	56	33	17	18	18	18	18	329
	19	75	0	18	39	56	33	17	18	18	18	18	329
<u>International</u>													
Eurowings	3,415	2,458	2,561	2,411	2,512	2,662	2,508	2,315	2,458	3,277	2,458	2,867	31,902
Air Canada	3,296	8,454	14,973	14,117	16,478	24,873	13,746	1,517	1,107	2,214	2,314	2,012	105,101
WestJet	2,654	6,113	7,036	5,756	5,254	6,005	4,731	2,490	1,638	2,790	2,728	2,182	49,377
Sub-Total	9,365	17,025	24,570	22,284	24,244	33,540	20,985	6,322	5,203	8,281	7,500	7,061	186,380
TOTAL	305,134	410,401	513,108	526,605	570,248	735,613	467,910	324,065	275,957	282,906	253,192	210,965	4,876,104

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**LEE COUNTY PORT AUTHORITY
ENPLANED PASSENGERS
FISCAL YEAR 2020**

<u>Signatory Airlines</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>April</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>Aug</u>	<u>Sep</u>	<u>Total</u>
American	50,796	57,225	55,439	58,321	56,884	92,875	74,403	56,471	51,678	53,727	52,531	38,528	698,878
Delta	60,658	64,897	81,237	101,426	92,024	145,239	98,592	88,388	62,290	67,969	61,448	49,050	973,218
Frontier	18,470	55,785	66,322	75,862	82,669	85,618	60,822	41,312	35,134	30,689	24,615	18,367	595,665
JetBlue	38,990	51,858	55,488	52,710	59,854	82,311	66,974	40,315	30,792	31,635	26,086	29,649	566,662
Southwest	48,896	77,027	73,304	99,072	94,522	156,861	93,685	75,177	59,156	56,222	47,225	33,855	915,002
Spirit	15,525	51,119	60,905	68,323	67,623	78,160	41,644	11,770	14,573	15,281	14,249	17,303	456,475
United	28,672	39,657	41,169	49,236	50,854	63,938	50,622	37,917	24,216	26,084	25,601	21,823	459,789
Sub-Total	262,007	397,568	433,864	504,950	504,430	705,002	486,742	351,350	277,839	281,607	251,755	208,575	4,665,689
<u>Affiliates</u>													
Mesa Airlines - United	246			1,307									1,553
Republic - American			2,570	3,354	3,459	6,158	3,354	774					19,669
Republic - United		130	193	132	194	334	282	282	259	331	195	65	2,397
Sub-Total	246	130	2,763	4,793	3,653	6,492	3,636	1,056	259	331	195	65	23,619
<u>Other Scheduled Carriers</u>													
Sun Country	10,746	11,852	14,331	15,982	16,473	20,443	13,564	5,881	3,976	4,162	4,000	3,609	125,019
Sub-Total	10,746	11,852	14,331	15,982	16,473	20,443	13,564	5,881	3,976	4,162	4,000	3,609	125,019
<u>Domestic Charters</u>													
Misc	17	76		18	37	56	38	19	18	18	18	18	333
	17	76	0	18	37	56	38	19	18	18	18	18	333
<u>International</u>													
Eurowings	3,152	2,468	2,364	2,514	2,413	2,673	2,828	2,610	2,468	3,290	2,468	2,879	32,127
Air Canada	3,042	8,488	13,821	14,717	15,832	24,973	15,501	1,710	1,112	2,223	2,324	2,021	105,764
WestJet	2,450	6,137	6,495	6,000	5,048	6,029	5,335	2,808	1,644	2,801	2,739	2,190	49,676
Sub-Total	8,644	17,093	22,680	23,231	23,293	33,675	23,664	7,128	5,224	8,314	7,531	7,090	187,567
TOTAL	281,660	426,719	473,638	548,974	547,886	765,668	527,644	365,434	287,316	294,432	263,499	219,357	5,002,227

 **DRAFT**

**LEE COUNTY PORT AUTHORITY
TOTAL PASSENGERS
FISCAL YEAR 2020**

<u>Signatory Airlines</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>April</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>Aug</u>	<u>Sep</u>	<u>Total</u>
American	105,825	112,118	115,498	114,265	116,090	181,823	140,383	106,549	101,250	105,265	102,921	75,546	1,377,533
Delta	126,371	127,150	169,244	198,719	187,804	284,336	186,023	166,770	122,042	133,168	120,392	96,177	1,918,196
Frontier	38,479	109,297	138,170	148,633	168,712	167,615	114,759	77,947	68,836	60,128	48,227	36,013	1,176,816
JetBlue	81,230	101,603	115,600	103,272	122,151	161,141	126,366	76,066	60,330	61,981	51,109	58,135	1,118,984
Southwest	101,867	150,915	152,717	194,107	192,902	307,089	176,764	141,843	115,902	110,153	92,525	66,382	1,803,166
Spirit	32,344	100,154	126,886	133,862	138,006	153,015	78,573	22,208	28,552	29,939	27,918	33,927	905,384
United	59,733	77,698	85,768	96,466	103,783	125,173	95,513	71,541	47,445	51,105	50,159	42,621	907,005
Sub-Total	545,849	778,935	903,883	989,324	1,029,448	1,380,192	918,381	662,924	544,357	551,739	493,251	408,801	9,207,084
<u>Affiliates</u>													
Mesa - United	513	0	0	2,561	0	0	0	0	0	0	0	0	3,074
Republic - American	0	0	5,355	6,572	7,059	12,291	6,328	1,461	0	0	0	0	39,066
Republic - United	0	259	402	259	396	667	532	532	517	661	389	130	4,744
Sub-Total	513	259	5,757	9,392	7,455	12,958	6,860	1,993	517	661	389	130	46,884
<u>Other Scheduled Carriers</u>													
Sun Country	22,387	23,657	29,856	31,312	33,618	40,804	25,593	11,096	7,936	8,307	7,984	7,204	249,754
Sub-Total	22,387	23,657	29,856	31,312	33,618	40,804	25,593	11,096	7,936	8,307	7,984	7,204	249,754
<u>Domestic Charters</u>													
Misc	36	151	0	36	76	112	71	36	36	36	36	36	662
Sub-Total	36	151	0	36	76	112	71	36	36	36	36	36	662
<u>International</u>													
Eurowings	6,567	4,926	4,925	4,925	4,925	5,335	5,336	4,925	4,926	6,567	4,926	5,746	64,029
Air Canada	6,338	16,942	28,794	28,834	32,310	49,846	29,247	3,227	2,219	4,437	4,638	4,033	210,865
Westjet	5,104	12,250	13,531	11,756	10,302	12,034	10,066	5,298	3,282	5,591	5,467	4,372	99,053
Sub-Total	18,009	34,118	47,250	45,515	47,537	67,215	44,649	13,450	10,427	16,595	15,031	14,151	373,947
TOTAL	586,794	837,120	986,746	1,075,579	1,118,134	1,501,281	995,554	689,499	563,273	577,338	516,691	430,322	9,878,331

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**Lee County Port Authority
Landed Weight (X1000)
Fiscal Year 2020**

	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>	<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUN</u>	<u>JUL</u>	<u>AUG</u>	<u>SEP</u>	<u>TOTAL BUDGET</u>
<u>Signatory Airlines</u>													
American	59,211.0	63,286.3	65,192.5	64,462.0	66,076.3	103,388.4	80,125.1	62,362.4	57,734.6	59,578.6	58,403.3	43,393.9	783,214.4
Delta	76,246.3	76,705.9	99,196.9	116,475.1	109,846.2	164,227.9	107,718.3	95,333.9	69,184.4	75,628.0	65,399.2	57,041.6	1,112,803.7
Frontier	17,355.9	52,014.4	65,855.0	70,606.6	79,565.6	79,145.1	54,332.1	36,259.7	31,617.8	27,685.8	22,117.9	16,313.1	552,869.0
JetBlue	43,921.6	55,073.6	62,708.0	55,816.6	66,144.1	86,788.1	68,358.6	41,110.0	32,695.7	33,554.1	27,731.9	31,665.0	605,567.3
Southwest	50,808.4	77,583.4	79,000.6	100,702.8	100,062.8	159,730.6	92,202.6	74,243.6	60,615.8	57,413.0	46,751.0	34,383.3	933,497.9
Spirit Airlines	16,733.1	51,964.3	65,889.3	69,373.7	71,512.0	80,083.7	41,090.8	11,701.1	14,925.3	15,700.0	14,673.8	17,590.7	471,237.8
United	33,634.4	40,261.3	45,782.2	51,410.6	54,915.0	64,045.6	51,083.7	37,850.9	26,117.7	27,953.0	27,437.0	23,473.8	483,965.2
US Airways													-
Sub Total	297,910.7	416,889.2	483,624.5	528,847.4	547,922.0	737,409.4	494,911.2	358,861.6	292,891.3	297,512.5	262,514.1	223,861.4	4,943,155.3
<u>Affiliates</u>													
Mesa - United	299.9			1,499.2									1,799.1
Republic - American			3,297.8	4,047.3	4,347.1	7,570.0	3,897.4	899.4					24,059.0
Republic - United		144.7	222.3	144.7	219.6	369.5	294.6	294.6	289.3	366.9	217.0	72.4	2,635.6
Sub-Total	299.9	144.7	3,520.1	5,691.2	4,566.7	7,939.5	4,192.0	1,194.0	289.3	366.9	217.0	72.4	28,493.7
<u>Other Scheduled Carriers</u>													
Sun Country	11,594.5	12,270.5	15,431.6	16,218.2	17,453.0	21,140.5	13,284.1	5,761.4	4,325.4	4,538.8	4,342.8	3,833.9	130,194.7
Sub Total	11,594.5	12,270.5	15,431.6	16,218.2	17,453.0	21,140.5	13,284.1	5,761.4	4,325.4	4,538.8	4,342.8	3,833.9	130,194.7
<u>Domestic Charters</u>													
Misc	67.0	248.0	-	67.0	124.0	191.0	134.0	67.0	67.0	67.0	67.0	67.0	1,166.0
Sub Total	67.0	248.0	-	67.0	124.0	191.0	134.0	67.0	67.0	67.0	67.0	67.0	1,166.0
<u>International</u>													
Eurowings	5,536.0	4,152.0	4,152.0	4,152.0	4,152.0	4,498.0	4,498.0	4,152.0	4,152.0	5,536.0	4,152.0	4,844.0	53,976.0
Air Canada	3,714.4	10,994.8	18,891.4	19,027.6	21,131.9	32,516.1	17,094.9	2,204.7	1,515.7	3,031.4	3,169.2	2,755.8	136,047.9
Westjet	2,840.5	6,817.2	7,531.3	6,593.5	6,271.8	6,792.5	5,734.2	2,908.9	1,833.5	3,116.0	3,073.1	2,427.1	55,939.6
Sub Total	12,090.9	21,964.0	30,574.7	29,773.1	31,555.7	43,806.6	27,327.1	9,265.6	7,501.2	11,683.4	10,394.3	10,026.9	245,963.5
<u>Cargo</u>													
Federal Express	8,118.0	8,373.6	9,654.0	6,015.4	7,203.4	6,288.2	5,585.6	6,446.0	6,248.0	5,463.0	6,561.6	6,930.0	82,886.8
UPS	8,190.0	7,980.0	8,881.5	8,190.0	7,666.0	8,610.0	7,980.0	8,610.0	8,190.0	8,086.0	9,145.5	7,554.4	99,083.4
Sub Total	16,308.0	16,353.6	18,535.5	14,205.4	14,869.4	14,898.2	13,565.6	15,056.0	14,438.0	13,549.0	15,707.1	14,484.4	181,970.2
Total	338,271.0	467,870.0	551,686.4	594,802.3	616,490.8	825,385.2	553,414.0	390,205.6	319,512.2	327,717.6	293,242.3	252,346.0	5,530,943.4

Lee County Port Authority Pay Plan

FY 2019/2020



Lee County Port Authority
11000 Terminal Access Road
Suite 8671
Fort Myers, FL 33913
P: 239-590-4531 | F: 239-590-4538 | W: www.flylcpa.com

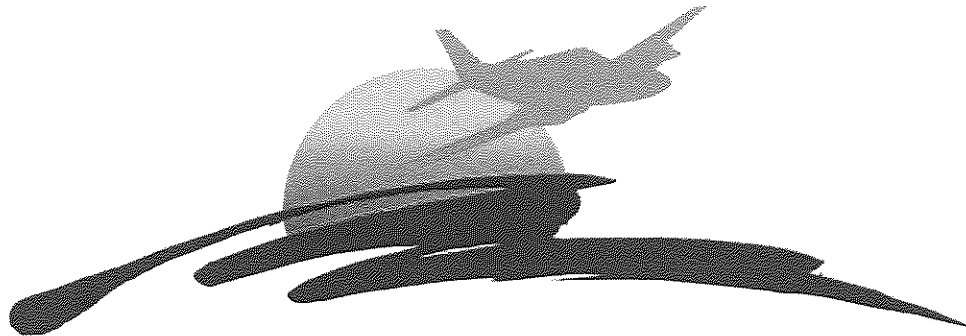
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Lee County Port Authority - Pay Plan FY 19-20

PAY GRADE	MINIMUM			MAXIMUM		
	HOURLY	BIWEEKLY	ANNUAL	HOURLY	BIWEEKLY	ANNUAL
Grade 6	12.7555	1,020.44	26,531.00	19.7707	1,581.65	41,123.00
Grade 6-84 HR	12.7555	1,071.46	27,858.00	19.7707	1,660.74	43,179.00
Grade 7	13.6818	1,094.54	28,458.00	21.8904	1,751.23	45,532.00
Grade 7-84 HR	13.6818	1,149.27	29,881.00	21.8904	1,838.79	47,809.00
Grade 8	14.6075	1,168.60	30,384.00	23.3720	1,869.76	48,614.00
Grade 8-84 HR	14.6075	1,227.03	31,903.00	23.3720	1,963.25	51,044.00
Grade 9	15.5338	1,242.70	32,310.00	24.8540	1,988.32	51,696.00
Grade 9-84 HR	15.5338	1,304.84	33,926.00	24.8540	2,087.74	54,281.00
Grade 10	16.4600	1,316.80	34,237.00	26.3361	2,106.88	54,779.00
Grade 10-84 HR	16.4600	1,382.64	35,949.00	26.3361	2,212.23	57,518.00
Grade 11	17.3863	1,390.90	36,164.00	27.8181	2,225.45	57,862.00
Grade 11-84 HR	17.3863	1,460.45	37,972.00	27.8181	2,336.72	60,755.00
Grade 12	18.3126	1,465.01	38,090.00	29.3001	2,344.01	60,944.00
Grade 12-84 HR	18.3126	1,538.26	39,995.00	29.3001	2,461.21	63,991.00
Grade 13	19.2388	1,539.11	40,017.00	30.7821	2,462.57	64,027.00
Grade 14	20.1647	1,613.17	41,943.00	32.2631	2,581.05	67,107.00
Grade 14-84 HR	20.1647	1,693.83	44,040.00	32.2631	2,710.10	70,463.00
Grade 15	21.0914	1,687.31	43,870.00	33.7462	2,699.70	70,192.00
Grade 15-84 HR	21.0914	1,771.68	46,064.00	33.7462	2,834.68	73,702.00
Grade 16	22.0176	1,761.41	45,797.00	35.2282	2,818.26	73,275.00
Grade 16-84 HR	22.0176	1,849.48	48,087.00	35.2282	2,959.17	76,938.00
Grade 17	22.9439	1,835.51	47,723.00	36.7103	2,936.82	76,357.00
Grade 17-84 HR	22.9439	1,927.29	50,109.00	36.7103	3,083.66	80,175.00
Grade 18	23.8702	1,909.61	49,650.00	38.1923	3,055.38	79,440.00
Grade 19	24.7964	1,983.72	51,577.00	39.6743	3,173.94	82,523.00
Grade 19-84 HR	24.7964	2,082.90	54,155.00	39.6743	3,332.64	86,649.00
Grade 20	25.7227	2,057.82	53,503.00	41.1563	3,292.51	85,605.00
Grade 21	27.1117	2,168.94	56,392.00	43.3783	3,470.27	90,227.00
Grade 21-84 HR	27.1117	2,277.38	59,212.00	43.3783	3,643.78	94,738.00
Grade 22	28.9642	2,317.14	60,246.00	46.3424	3,707.39	96,392.00
Grade 23	30.8168	2,465.34	64,099.00	49.3064	3,944.51	102,557.00
Grade 24	32.6693	2,613.54	67,952.00	52.2705	4,181.64	108,723.00
Grade 24-84 HR	32.6693	2,744.22	71,350.00	52.2705	4,390.72	114,159.00

Lee County Port Authority - Pay Plan FY 19-20

PAY GRADE	<u>MINIMUM</u>			<u>MAXIMUM</u>		
	HOURLY	BIWEEKLY	ANNUAL	HOURLY	BIWEEKLY	ANNUAL
Grade 24-112 HR	23.3352	2,613.54	67,952.00	37.3361	4,181.64	108,723.00
Grade 25	34.5218	2,761.75	71,805.00	55.2345	4,418.76	114,888.00
Grade 25-84 HR	34.5218	2,899.83	75,396.00	55.2345	4,639.70	120,632.00
Grade 26	36.3744	2,909.95	75,659.00	58.1986	4,655.89	121,053.00
Grade 27	38.2269	3,058.15	79,512.00	61.1627	4,893.01	127,218.00
Grade 27-112 HR	27.3049	3,058.15	79,512.00	43.6876	4,893.02	127,218.00
Grade 28	40.0794	3,206.35	83,365.00	64.1267	5,130.14	133,384.00
Grade 29	42.8582	3,428.66	89,145.00	68.5728	5,485.82	142,631.00
Grade 30	46.5633	3,725.06	96,852.00	74.5009	5,960.07	154,962.00
Grade 31	50.2684	4,021.47	104,558.00	80.4290	6,434.32	167,292.00
Grade 32	53.9734	4,317.88	112,265.00	86.3571	6,908.57	179,623.00
Grade 33	57.6785	4,614.28	119,971.00	92.2852	7,382.82	191,953.00



LEE COUNTY PORT AUTHORITY
Page Field

RATES & FEES
FISCAL YEAR 2019-2020

OCTOBER 2019

 **DRAFT**

CONTENTS

I	Introduction	3
II	Aviation Petroleum Products	3
	A. Standard Pricing	
	1. Avgas – Full Service	
	2. Avgas – Self Service	
	3. Jet A	
	4. Aviation Oil and Additives	
	B. Discount Program	
	1. Avgas	
	2. Jet A	
	C. Fuel Storage Facility and Fuel Flowage Fees	
III	Hangars and Tie-downs	6
	A. Fees	
	B. Discounts	
	C. Aircraft Hangar Wait List	
	D. Lost Key Replacement	
IV	Itinerant Ramp Service Fees	8
	A. Usage and Fees	
V	Landing Fees	9
VI	Other Fees	10
VII	Sublease Fees	11
VIII	Buildings & Land	12
	A. Buildings	
	B. Land	
IX	Late Charges	12

I Introduction

The purpose of this document is to develop and maintain uniform published rates and fees for Page Field and Base Operations customers. Prior to the beginning of each fiscal year, Page Field rates and fees will be approved by the Board of Port Commissioners. Interim changes to these rates and fees may be made by the Executive Director or his designee in the event that such revisions are necessary to respond to significant changes in market conditions or to maintain the airport's competitive market position in the general aviation community.

From time to time it is necessary to provide reasonable fee adjustments to resolve Base Operations customer service issues that may arise during the course of regular business operations. As Base Operations takes great measures to provide nationally consistent services to its customers, there are occasions when it is appropriate to make adjustments to fuel, service or other fees to attain customer satisfaction goals and maintain customer loyalty. In these cases, the general aviation director may deviate from the rates and fees herein following the guidelines established by Operations Instruction 6302, Fee Adjustment Procedures.

II Aviation Petroleum Products

A. Standard Pricing

The Port Authority has developed various fuel purchase programs to meet the needs of a wide variety of Page Field customers. Each of these programs uses a fixed margin formula. The retail sales price of the fuel product includes the cost of fuel, taxes and the Authority's margin, inclusive of the established Fuel Flowage Fee and Fuel Storage Facility Fee. Retail sales prices are subject to change as the cost of fuel changes. The Authority's margin is established in Section II A., Aviation Petroleum Products, Standard Pricing. Discounts authorized in Section II B., Discount Program, will reduce the Authority's net margins.

1. Avgas – Full Service

The margin of this product is \$1.00 per gallon. This fee is combined with the product's cost to determine the retail sales price per gallon. As an example, if the Port Authority's cost per gallon is \$3.45 (inclusive of taxes), then the addition of the margin would make the retail sales price \$4.45 per gallon.

2. Avgas – Self Service

The Port Authority has installed an Avgas self-service fueling system, allowing an alternative low-cost purchase option for this product. The margin of this product is \$.50 per gallon. The self-service price is \$.50 below the posted retail price of the day. For example, if the Avgas posted price of the day is \$4.38, then the price of self-service would be \$3.88.

3. Jet A

The margin of this product is \$1.87 per gallon. This fee is combined with the product's cost to determine the retail sales price per gallon. As an example, if the Port Authority's cost per gallon is \$2.65 (inclusive of taxes), then the addition of the margin would make the retail sales price \$4.52 per gallon.

4. Aviation Oil and Additives

Aviation oil products and fuel additives are provided to customers upon request. Base Operations maintains a variety of product lines to meet customer needs. Pricing for these products is detailed below.

Aviation Oil

All TypesCost Times 2Per Quart

Fuel Additives

Prist or Equivalent..... \$.09 Per Gallon of Jet A, Dispensed

B. Discount Program

The Lee County Port Authority has implemented a standardized fuel discount program for both Full Service Avgas and Jet A for based and itinerant customers. This discount is consistent with industry standards and recognizes the contribution of our based customers as well as our aeronautical service providers. No discount is offered for the self-service Avgas products.

For the purpose of the discount programs, a based customer is one who has in effect a current building lease, land lease, hangar agreement, or tie-down agreement with the Authority. Itinerant customers are those customers who do not qualify as based customers.

1. Avgas

Itinerant Aircraft Discount

Itinerant aircraft shall be allowed a discount based upon volume. The discount shall be based on the current posted retail price. The discount shall be based upon each fuel delivery and shall not include cumulative fuel deliveries. The following table details this discount program.

1 – 25.9 gallons	No discount
26 – 50.9 gallons	\$.05 per gallon
51 – 150.9 gallons	\$.10 per gallon
151 – 500.9 gallons	\$.15 per gallon
501 and up	\$.20 per gallon

U.S. Government and other aircraft approved by the Defense Logistics Agency – Energy (DLA-Energy) who pay using the Aviation Into-Plane Reimbursement (AIR) Card will receive the same discount.

Based Aircraft Discount

Based aircraft shall be allowed a discount exclusive of volume. The discount shall be a \$.20 per gallon reduction in the current posted retail price.

Prepay Discount

To qualify for the Prepay Discount, customers must have an established direct bill account in good standing with the Authority. Customers must further “deposit on account” (prepaid balance account) with the Authority a minimum of \$6,000. The prepaid balance account may never fall below the requested fuel purchase. Fuel purchases will be charged against the prepaid balance account at a discount of \$.30 versus the posted retail price of the day. If at any time, the purchase of fuel is in excess of the prepaid balance account, then the sale will not be eligible for this discount program and the difference will have to be paid for at the time of the fuel sale. All payments towards the prepaid balance account to replenish the customer account are required to at least meet the initial minimum prepaid balance of \$6,000 as stated above. For example; if a customer has a prepaid balance of \$74 left on his or her account and wishes to continue to participate in the Prepay Discount program, the customer must replenish the prepaid balance account with a minimum of \$5,926 to get the account up to the minimum prepaid balance account requirement. Smaller incremental payments to replenish the prepaid balance that do not bring the prepaid account up to the required minimum of \$6,000 will not be accepted for purpose of qualifying for discounts under this program.

2. Jet A

Itinerant Aircraft Discount

Itinerant aircraft shall be allowed a discount based upon volume. The discount shall be based on the current retail price inclusive of all taxes. The discount shall be based upon each fuel delivery and shall not include cumulative fuel deliveries. The following table details this discount program.

1 – 100 gallons	No discount
101 – 200 gallons	\$.05 per gallon
201 – 400 gallons	\$.10 per gallon
401 – 700 gallons	\$.15 per gallon
701 – 1,000 gallons	\$.20 per gallon
1,001 – 2,000 gallons	\$.25 per gallon
2,001 and up	\$.40 per gallon

U.S. Government and other aircraft approved by the Defense Logistics Agency – Energy (DLA-Energy) who pay using the Aviation Into-Plane Reimbursement (AIR) Card will receive the same discount but will not be charged the Federal Kerosene and LUST Tax.

Based Aircraft Discount

Based aircraft shall be allowed a discount exclusive of volume. The discount shall be a \$.42 per gallon reduction in the current posted retail price, inclusive of all taxes.

Contract Fuel

The Port Authority participates with the current contracted fuel supplier, Avfuel, in their contract fuel program. All fuel purchases made by the customer on contract fuel are billed directly to the customer by Avfuel. Avfuel reimburses the Port Authority for the

cost of fuel as well as the appropriate per gallon into-wing rate. The following table detail the established into-wing rates for contract fuel.

1 – 100 gallons	\$1.60 per gallon
101 – 200 gallons	\$1.55 per gallon
201 – 400 gallons	\$1.50 per gallon
401 – 700 gallons	\$1.45 per gallon
701 – 1,000 gallons	\$1.40 per gallon
1,001 – 2,000 gallons	\$1.35 per gallon
2,001 and up	\$0.90 per gallon

Contract Itinerant High Volume

For itinerant customers to qualify for this rate they must have purchased a minimum of 17,500 gallons the previous fiscal year (October to September). Customers qualifying for this program will have an established into-wing rate of \$1.30, regardless of number of gallons per uplift.

Contract Based

Based customers participating in the contract fuel program will have an established into-wing rate of \$1.10 per gallon, regardless of number of gallons per uplift.

C. Fuel Storage Facility and Fuel Flowage Fees

Fuel Storage Facility Fee

Tenant participating in an approved self-fueling program and purchases fuel directly from the Port Authority will pay a Fuel Storage Facility Fee of \$.20 per gallon.

Fuel Flowage Fee

A Fuel Flowage fee of \$.30 per gallon is applied to all aviation use fuels to include all Port Authority and tenant self-fueling programs.

Tenant self-fueling programs require that the operator obtain a Lee County Port Authority Self-Fueling Permit. Self-fueling operations are strictly limited to the fueling of tenant-owned or exclusively leased aircraft, using only the tenant’s employees and the tenant’s equipment.

III Hangars and Tie-Downs

A. Fees

Aircraft Hangars – Monthly

“A” Hangars:

A-1 through A-8	\$428
A-9 through A-28	\$375

A-29 through A-38	\$214
A-39 through A-68	\$375

“B” Hangars:

B-1 through B-6, B-9, B-10	\$219.75
B-8, B-13	\$140.75
B-21, B-44, B-46	\$195.75
B-16 through B-18, B-33 through B-35	\$97.50
B-19 through B-20, B-22 through B-25, B-27 through B-32	\$171.00

“F” Hangars:

F-1 through F-4	\$359
F-5	\$456
F-6 through F-13	\$359
F-14	\$456
F-15 through F-21	\$359
F-22 through F-23	\$716
F-24 through F-36	\$359
F-37 through F-44	\$390
F-45 through F-64	\$326
F-65 through F-68	\$390
F-69 through F-78	\$326

“U” Hangars:

All “U” Hangars	\$188
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Multi-Storage Hangars – Monthly

Monthly storage fees will be based on size of aircraft to be stored. Aircraft wingspan will be multiplied by nose-to-tail length to determine square footage of footprint, rounded up to the nearest foot, and then multiplied by the appropriate monthly rate. Helicopter footprint will be determined by multiplying the length of the main rotor blades by the length of the body. Rates for the various multi-storage hangars are as follows:

South Side Hangars (D and G)	\$0.55
Base Operations Hangars (M and O)	\$0.70

Existing tenants in the Base Operations hangars with leases in effect prior to June 1, 2015 shall be incrementally brought up to the new rate of \$0.70. The rate for these tenants for FY 2019-2020 shall be \$0.60.

For tenants with agreements in the Base Operations Hangars, fees shall be waived for GPU, Lavatory, and Towing Services.

Multi-Storage Hangar Crew Offices

Office space is available to Part 91 operators who have an existing multi-storage hangar agreement for their aircraft at the monthly rate of \$1.50 per square foot.

Multi-Hangar – Daily

Single/Small Twin/Helicopter	\$63.00
Cabin Class Twin	\$73.50
Very Light Jet (VLJ)	\$81.25
Light Jet/Turboprop	\$89.25
Mid-Size Jet	\$105.85
Super Mid-Size Jet	\$154.55
Heavy Jet	\$255.00

If, in a calendar month, an aircraft is continuously stored in a multi-storage hangar for a length of time to where the daily rate would exceed the monthly rate, then the monthly rate may be charged.

Tie-Downs – Monthly

North, South, Southeast, Southwest and “L” Ramps	\$33.00
Commercial	\$44.00

B. Discounts

Hangar and tie-down fees paid for a one-year period in advance will be entitled to a 5 percent discount. However, the Authority will not refund any prepaid rent unless the agreement is terminated by the Authority. Prepaid amounts are subject to change for increased in hangar and tie-down rent as determined by the Authority.

C. Aircraft Hangar Wait List

Customers who wish to be placed on the Aircraft Hangar Wait List must submit a completed Request for Hangar Space along with a non-refundable deposit of \$50.

D. Lost Key Replacement

The Authority will charge a \$10 fee for each lost key replacement and a \$30 fee for replacement of hangar locks.

IV Itinerant Ramp Fees

A. Usage and Fees

Itinerant aircraft will be charged an Itinerant Ramp Fee dependent on the size of aircraft. The fee is a daily fee and will be waived for up to three consecutive days for those customers purchasing the minimum amount of fuel. Aircraft remaining for more than three days will be charged the appropriate fee regardless of fuel purchase. Fees may be waived for one day for donated humanitarian missions, such as Angel Flight, upon approval of the General Aviation Director or his/her designee.

Monthly rates are available for Cabin Class Twin and above categories and require a tie-down agreement with minimum three month term. Due to space limitations on the itinerant ramp, monthly rates for the Single/Small Twin/Helicopter category are available on the North, South, Southeast, Southwest and "L" ramps.

Aircraft Category

Single/Small Twin/Helicopter Minimum fuel purchase to waive fee	\$10.00/day 10 gallons or top off
Cabin Class Twin Minimum fuel purchase to waive fee Monthly fee	\$25.00/day 60 gallons or top off \$250.00
VLJ Minimum fuel purchase to waive fee Monthly fee	\$40.00/day 80 gallons or top off \$300.00
Light Jet/Turboprop Minimum fuel purchase to waive fee Monthly fee	\$50.00/day 120 gallons or top off \$350.00
Mid-Size Jet Minimum fuel purchase to waive fee Monthly fee	\$80.00/day 160 gallons or top off \$400.00
Super Mid-Size Jet Minimum fuel purchase to waive fee Monthly fee	\$120.00/day 250 gallons or top off \$450.00
Heavy Jet Minimum fuel purchase to waive fee Monthly fee	\$200.00/day 320 gallons or top off \$500.00

V Landing Fees

Landing fees are to be collected for commercial aircraft operations. A commercial operator is defined as a person, business, or other entity with or without a contract with the Lee County Port Authority to provide aeronautical services to the public. Landing fees will be charged as follows:

Aircraft Category

Single/Cabin-Class	\$ 5.00
Turbine	\$10.00
Helicopter	\$8.00

Landing fees do not apply to commercial operators that are based at Page Field and maintain leased or owned facilities such as hangar or office. Flight instructors with an independent flight instructor agreement shall pay landing fees up to a maximum of \$50.00 per month. Flight

instructors subject to the landing fee shall be responsible to pay for only the final landing of a multi-landing lesson.

VI Other Fees

A. Catering Fee

A 20% handling fee will be added to catering orders that are ordered by Page Field staff.

B. After Hours Fee

Normal hours of operation are 0700-2300 local. Should a customer require services outside of normal business hours, Page Field staff will accommodate that request at an hourly rate of \$50 without proration.

C. Air Camping Fee

Air camping fee at approved locations shall be \$10.00 per night in addition to any applicable ramp usage fees. Prior approval from the General Aviation Director or designee is required for all aircraft operators.

D. Self-Service Maintenance Facility Fee

A self-service maintenance facility is provided for hangar and tie-down tenants to perform minor owner maintenance such as oil changes, at no fee. Should a tenant require the services of a specialty mechanic who does not hold an agreement with the Port Authority, the self-service maintenance facility may be used on a limited basis with approval of the Airport Director or designee at a fee of \$25 per half day or \$40 per full day. Such approval will be contingent upon the mechanic providing documentation to include proof of liability insurance.

E. Conference/Seminar Room Fee

Conference and seminar rooms are available for aviation and aircraft related use for a nominal charge. The conference room is available at an hourly rate of \$35 per hour. Use of the seminar room is available in four hour increments at a rate of \$150 per increment. Page Field tenants and Base Operations customers may use either room for business meetings as available without charge.

F. Aircraft Lavatory Service

Aircraft lavatory service is available at a fee of \$40.00 per lavatory per service, regardless of aircraft type.

G. Aircraft Ground Power Unit (GPU)

An aircraft ground power unit (GPU) is available on a complimentary basis on the Base Operations ramp for aircraft engine start. Extended GPU use on the Base Operations ramp is available at a rate of \$45.00 per hour or portion thereof after 30 minutes. If available, a GPU

may be requested on other areas of the airport at a rate of \$45.00 per hour or portion thereof commencing on GPU start up.

H. Base Operations Facility Usage Fee

Page Field Aeronautical Operators may choose to use the Base Operations Terminal Facility in connection with a permitted Commercial Departure. A Commercial Departure is defined as a live departure from Base Operations whereby the Operator enplanes their passengers utilizing the Base Operations Terminal Facility. This fee shall be applied per Commercial Departure and in addition to applicable Ramp Fees as established herein.

Base Operations Facility Usage Fee

1 – 2 Passengers	\$50.00
3 – 6 Passengers	\$75.00
7+ Passengers	\$100.00

I. Washington Reagan National (DCA) Access Standard Security Program (DASSP)

Operators may use Base Operations for originating direct flights to DCA under the DASSP. Such flights are subject to a fee of \$400.00 per aircraft per DASSP flight.

J. Lost/Damaged Grounding Cable Fee

A fee of \$35.00 will be assessed for replacement of any lost or damaged aircraft grounding cable.

K. Aircraft Towing

Aircraft towing is available from Base Operations to MRO facilities at a fee of \$50.00 per requested service.

L. Potable Water Service

Aircraft potable water service is available at a fee of \$35.00 per service.

VII Sublease Fees

Per Part II, Section 4: Subleasing Requirements of the Minimum Standards for Aeronautical Activities for Page Field, allow Operators to sub-lease under certain conditions and approval of Port Authority.

Sub-lessee fees shall be based on the following schedule and shall be applied to owned, operated, leased or managed aircraft.

Fees Associated with Sub-Leasing:

0 to 2 aircraft	\$50/month
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3 to 5 aircraft	\$100/month
6 or more aircraft	\$200/month

VIII Buildings and Land

A. Buildings

The Authority has several buildings that may become available from time to time for either aeronautical services or other business purposes. Lease terms are negotiable and are based on fair market value.

B. Land

The Lee County Port Authority leases unimproved land to those parties interested in providing an aeronautical service or other business service at Page Field. Rental rates for unimproved land are determined through negotiations and a fair market appraisal conducted by the Authority's fee appraiser.

IX Late Charges

All invoices not paid by the required due date shall accrue interest at a rate of 18% per annum, unless otherwise provided for in the tenant's or aeronautical provider's lease or use agreement with the Lee County Port Authority.

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Request Board approve a "First Amendment to Lease of Portion of Parking Lot at Southwest Florida International Airport" with Gartner, Inc.
2. **FUNDING SOURCE:** n/a
3. **TERM:** through February 28, 2022
4. **WHAT ACTION ACCOMPLISHES:** allows Gartner, Inc. to move to a different portion of the former terminal's parking lot for their off-site employee parking

5. **CATEGORY:** 3.
Consent Agenda

6. **ASMC MEETING DATE:** 6/11/2019

7. **BoPC MEETING DATE:** 6/27/2019

8. **AGENDA:**

- CEREMONIAL/PUBLIC PRESENTATION
- CONSENT
- ADMINISTRATIVE

9. **REQUESTOR OF INFORMATION:**

(ALL REQUESTS)

NAME Ben Siegel

DIV. Administration

10. **BACKGROUND:**

On January 5, 2017, the Board approved a lease of 5.22 acres of the west end of the old terminal's parking lot along Chamberlin Parkway to Gartner, Inc., to use for employee parking in support of their transition of their offices from Gateway to Skyplex. Since then, Gartner's new office complex in Skyplex has been largely completed, although some of the parking is yet to be constructed due to permitting delays. Meanwhile, a portion of the east end of the old terminal lot was utilized for construction staging by Skanska, the contractor hired by the Authority's ground lessee Skyplex, LLC (which is Gartner's developer and landlord). Skanska's ongoing work is now much reduced, and Gartner desires to relocate its remote employee parking from the west end of the parking lot to a somewhat smaller area at the east end, closer to its new offices.

This proposed amendment to the January 5, 2017 parking lease will allow for this move, from 5.22 acres at the west end of the lot, to 3.9 acres at the east end. The proposed amendment will reduce the rent pro rata, and will also allow for possible assignment of the parking lease from Gartner to Skyplex, LLC.

Attachments:

1. Contract summary
2. Proposed agreement

11. RECOMMENDED APPROVAL

DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR
<i>Benjamin R. Siegel</i>	<i>Victoria B. Moreland</i>	<i>N/A</i>	<i>Brian W. McGonagle</i>	<i>Gregory B. Hagen</i>	<i>Jeffrey A. Mulder</i>

12. **SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:**

- APPROVED
APPROVED as AMENDED
DENIED
OTHER

13. **PORT AUTHORITY ACTION:**

- APPROVED
APPROVED as AMENDED
DENIED
DEFERRED to
OTHER

Contract Summary

[including effects of proposed First Amendment]

Tenant: GARTNER, INC.
56 Top Gallant Road
Stamford, Connecticut 06902

Leased Premises: (1) initially, approximately 141,372 square feet (3.25 acres), known as the "Initial Premises";
(2) beginning March 1, 2018, approximately 85,833 square feet (1.97 acres), known as the "Additional Premises" will be added

[effective May 15, 2019, deleting the above areas and replacing them with 3.9 acres at the east end of the old parking lot which served original RSW terminal, as shown on Exhibit B to proposed amendment]

Allowed Use(s): parking of motor vehicles belonging to Lessee's employees, shuttling of Lessee's employees to and from Lessee's off-site offices, and construction, equipping, and maintenance of trailers or other temporary structures for the provision of restrooms, refreshments, and shelter from the weather for Lessee's employees

Term of Lease: from March 1, 2017, until February 28, 2022 (Lessee will have the right to terminate with at least ninety (90) days prior written notice thereof to the Authority)

Rents and Fees: (A) from March 1, 2017 through February 28, 2018, \$6,243.93 per month;
(B) from March 1, 2018 through February 28, 2022, \$10,034.89 per month, subject to CPI adjustments

[effective May 15, 2019, rent changes to \$7,507.05 per month]

Security/Perf. Guaranty: \$18,500.00

Insurance: Commercial General Liability in the amount of \$2,000,000; Business Auto in the amount of \$2,000,000; Commercial Property Insurance for full replacement value; Workers' Compensation as required by state law

Note: This page is intended as a general summary only, for ease of review, and is not a part of the contract. In the event of any conflict between this page and the proposed contract, the contract (being more precise) will prevail.

FIRST AMENDMENT
TO
LEASE OF PORTION OF PARKING LOT

THIS AGREEMENT (the "First Amendment") is made and entered into this _____ day of _____, 2019, by and between the **LEE COUNTY PORT AUTHORITY**, a political subdivision and special district of the State of Florida with offices at 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913 (herein referred to as "Authority") and **GARTNER, INC.**, a Delaware corporation with principal offices located at 56 Top Gallant Road, Stamford, Connecticut 06902, (herein referred to as "Lessee").

Background

The Authority operates Southwest Florida International Airport, in Lee County, Florida (the "Airport"). The Authority and Lessee are parties to an agreement dated January 5, 2017, entitled "Lease of Portion of Parking Lot at Southwest Florida International Airport" (the "Lease").

Authority and Lessee desire to amend said Lease so as to relocate the leased premises, and to provide for Lessee's planned assignment of the Lease to Skyplex, LLC, as provided below.

NOW THEREFORE, in consideration of the mutual promises herein, the parties hereby agree that their Lease dated January 5, 2017, is hereby amended as follows:

1. **CHANGE IN LEASED PREMISES**

Article 1 ("DESCRIPTION OF LEASED PREMISES") of the Lease is hereby amended such that, effective May 15, 2019, the "Initial Premises" and the "Additional Premises" are deleted from the

leased premises, and, in their place, Lot 11, Lot 17, Lot 18, Lot 19, and half of Lot 16, containing a total of approximately 3.90 acres, shown on Exhibit B attached hereto, is added.

2. CHANGE IN RENT

Section 3.1 of the Lease is hereby amended, effective May 15, 2019, to read as follows:

"Section 3.1 Amount of Base Rent. Lessee agrees to pay to the Authority beginning May 15, 2019, and for and during the remainder of the term of this Lease, as Base Rent for the leased premises (subject to adjustments pursuant to Section 3.2 below), the sum of seven thousand five hundred seven dollars and five cents (\$7,507.05) per month, plus any applicable sales tax."

3. ASSIGNMENT

Pursuant to Article 7 of the Lease, Authority consents to Lessee's proposed assignment of this Lease to Skyplex, LLC, a Georgia limited liability company, provided that Lessee provides the Authority with a written copy of said assignment within thirty (30) days of said assignment occurring. Any subsequent assignment or sublease will require the written consent of the Authority, which may be granted or withheld in accordance with the provisions of Article 7 of the Lease.

4. NO OTHER CHANGES


Except as otherwise provided herein, the Lease shall

continue under the same terms, provisions, and conditions as set forth therein.


IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this agreement on the date first above written.


GARTNER, INC.
(Lessee)

(corporate seal)

By: 
Print/type name: GALANDEEP SINGH
Title: GVP
Date: 5/29/2019

WITNESSED BY:

Witness: 
Print name: Ann Aaltonen
Date: 5/29/2019

Witness: 
Print name: Debbie LeBlond
Date: 5/29/2019

LEE COUNTY PORT AUTHORITY

ATTEST:
LINDA DOGGETT, CLERK

By: _____
Chairman or Vice Chairman,
Board of Port Commissioners
Date signed: _____

By: _____
Deputy Clerk

Approved As To Form
for the Reliance of the
Lee County Port Authority only:

By: _____
Port Authority Attorney

EXHIBIT B

Gartner Parking 4/30/19

Proposed Area:
Lots 11, 17, 18, 19 & ½ of 16

Barricade Exit

 = Excluded area



BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

- | | |
|---|--|
| <p>1. REQUESTED MOTION/PURPOSE: Request Board approve a First Amendment to "Land Lease for Construction of Corporate Hangar Building at Page Field General Aviation Airport" with Keystone Development Group, Inc.</p> <p>2. FUNDING SOURCE: n/a</p> <p>3. TERM: 20 years, plus two 5-year extension options</p> <p>4. WHAT ACTION ACCOMPLISHES: expands the leased premises and increases the ground rent to facilitate construction of addition to the tenant's corporate hangar building</p> | <p>5. CATEGORY: 4.
Consent Agenda</p> <hr/> <p>6. ASMC MEETING DATE: 6/11/2019</p> <p>7. BoPC MEETING DATE: 6/27/2019</p> |
|---|--|

- | | |
|---|--|
| <p>8. AGENDA:</p> <p><input type="checkbox"/> CEREMONIAL/PUBLIC PRESENTATION</p> <p><input checked="" type="checkbox"/> CONSENT</p> <p><input type="checkbox"/> ADMINISTRATIVE</p> | <p>9. REQUESTOR OF INFORMATION:
(ALL REQUESTS)
NAME <u>Ben Siegel</u></p> <p>DIV. <u>Administration</u></p> |
|---|--|

10. BACKGROUND:

On November 13, 2000, the Board approved a "Land Lease for Construction of Corporate Hangar Building at Page Field General Aviation Airport" with Keystone Development Group, Inc. Keystone now desires to expand their existing corporate hangar, which requires a small expansion to their leased premises.

The proposed amendment expands the leased premises from 0.50 acres to a total of 0.53 acres, and increases the ground rent by an additional \$49.00 per month beginning July 1, 2019.

Attachments

1. Contract Summary
2. Proposed First Amendment

11. RECOMMENDED APPROVAL

DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR
<i>Benjamin R. Siegel</i>	<i>Victoria B. Moreland</i>	<i>N/A</i>	<i>Brian W. McGonagle</i>	<i>Gregory B. Hagen</i>	<i>Jeffrey A. Mulder</i>

- | | |
|---|---|
| <p>12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:</p> <p>APPROVED
APPROVED as AMENDED
DENIED
OTHER</p> | <p>13. PORT AUTHORITY ACTION:</p> <p>APPROVED
APPROVED as AMENDED
DENIED
DEFERRED to
OTHER</p> |
|---|---|

Lease Summary
[including effects of proposed First Amendment]

Tenant: Keystone Development Group, Inc.
10130 Bertram Lane
Fort Myers, FL 33919

Leased Premises: an unimproved parcel of land at Page Field, containing approximately 0.5 acre
[effective July 1, 2019, increasing the above area to approximately 0.53 acres]

Allowed Use(s): corporate hangar

Term of Lease: An initial term beginning December 1, 2000, and continuing until twenty (20) years from the "Rent Commencement Date" (which will occur no later than June 1, 2002). The tenant will have options to extend for two (2) additional periods of five (5) years each.

Rents and Fees: initial rent was \$3,746.04 per year (\$312.17 per month, or approximately \$0.172/sf/yr.), subject to CPI adjustments
[effective July 1, 2019, rent increases by \$49.00 per month]

Security/Perf. Guaranty: \$936.00

Insurance Requirements: \$1 million combined single limit CGL (including premises and operations, contractual, and comprehensive automobile); property insurance, including fire and extended coverages, for all risks of physical loss or damage to the premises and improvements, for full replacement value; and workers' compensation as required by state law

Tenant's Construction: Lessee will construct a hangar building containing at least 4,400 square feet (3,600 s.f. of aircraft storage area plus 800 s.f. office area), plus at least 1,800 s.f. paved exterior aircraft parking apron; all construction subject to Authority's approval of plans

Note: *This page is intended as a general summary only, for ease of review, and is not a part of the contract. In the event of any conflict between this page and the proposed contract, the contract (being more precise) will prevail.*

FIRST AMENDMENT
TO
KEYSTONE DEVELOPMENT GROUP, INC.'S
"LAND LEASE FOR CONSTRUCTION OF CORPORATE HANGAR BUILDING
AT PAGE FIELD GENERAL AVIATION AIRPORT"

This agreement (the "First Amendment") is made and entered into this _____ day of _____, 20____, by and between **LEE COUNTY PORT AUTHORITY**, a special district and political subdivision of the State of Florida, with offices at 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida 33913 (the "Authority"), and **KEYSTONE DEVELOPMENT GROUP, INC.**, a Florida corporation ("Lessee").

Background

Lee County, a political subdivision of the State of Florida, owns the Page Field General Aviation Airport, in Lee County, Florida (the "Airport"). Pursuant to Chapter 63-1541, Laws of Florida, and Lee County Ordinance 01-14, as amended, Lee County has vested the Authority with the power to lease premises and facilities on the Airport and grant related rights and privileges.

The Authority and Lessee entered into a lease agreement entitled "Land Lease for Construction of a Corporate Hangar Building at Page Field General Aviation Airport," dated November 13, 2000, (herein the "Lease").

The parties desire to amend the Lease to: (1) correct a typographical error in the description of the existing leased premises; (2) expand the leased premises; and (3) increase the ground rent.

NOW THEREFORE, in consideration of the mutual promises herein, the undersigned parties agree to modify the Lease as follows:

1. *Effective July 1, 2019, the original EXHIBIT "A" of the Lease is deleted and replaced with the attached "REVISED EXHIBIT A," and the area depicted as "ADDITIONAL LEASE AREA" on "Exhibit C" attached hereto is added to the original leased premises depicted on Exhibit "B," thus increasing the leased premises from approximately 0.50 acres to a total of approximately 0.53 acres.*

2. *Effective beginning July 1, 2019, in addition to the CPI escalation then due pursuant to Section 3.3 of the Lease, the "base rent" will increase by an additional \$49.00 per month. The new "base rent" will continue to be subject to escalations pursuant to Section 3.3 for the remainder of the term of the Lease.*

3. *All other provisions of the Lease remain unchanged and in full force.*

IN WITNESS WHEREOF, the parties hereto have subscribed their names on the date first above written.

**KEYSTONE DEVELOPMENT
GROUP, INC.**
(Lessee)

By: *Charles Huether*
As: President
Date: 5-21-19

WITNESSED BY:
Virginia Huether
Witness
Virginia Huether
Print Name
Date: 5-21-19

CH
Witness
Charles H. Huether
Print Name
Date: 5-21-19

LEE COUNTY PORT AUTHORITY

By: _____
Chairman or Vice Chairman,
Board of Port Commissioners
Date: _____

ATTEST:
LINDA DOGGETT, CLERK
By: _____
Deputy Clerk
Date: _____

Approved As To Form for the
Reliance of the Lee County Port
Authority only:
By: _____
Port Authority Attorney
Date: _____

REVISED EXHIBIT A

A TRACT OR PARCEL OF LAND LYING IN THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 1 (WHICH CORNER IS REFERENCED BY AN 8" DIAMETER OCTAGONAL SHAPED CONCRETE MONUMENT STAMPED "LEE COUNTY PORT AUTHORITY, DENI ASSOCIATES #56A", SAID MONUMENT BEARS SOUTH 89°46'15" WEST, ALONG THE SOUTH LINE OF SAID SECTION 1 A DISTANCE OF 78.00 FEET); THENCE NORTH 00°37'06" WEST ALONG THE EAST LINE OF SAID SECTION 1 FOR 1028.05 FEET; THENCE SOUTH 89°22'54" WEST FOR 335.50 FEET TO THE EAST CORNER OF "PARCEL 1" NOW OR FORMERLY LEASED TO SOUTHERN MACHINE STEEL, INC.; THENCE SOUTH 40°29'16" WEST ALONG THE SOUTHEAST LINE OF SAID PARCEL 1 FOR 93.79 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL; THENCE CONTINUING SOUTH 40°29'16" WEST FOR 147.58 FEET; THENCE SOUTH 49°30'44" EAST FOR 147.58 FEET; THENCE NORTH 40°29'16" EAST FOR 157.58 FEET; THENCE NORTH 49°30'44" WEST FOR 122.58 FEET; THENCE SOUTH 40°29'16" WEST FOR 10.00 FEET; THENCE NORTH 49°30'44" WEST FOR 25.00 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 0.53 ACRES MORE OR LESS

SUBJECT TO ALL SETBACK, EASEMENTS, RESERVATIONS, AND RIGHT OF WAY OF RECORD

BEARINGS HEREINABOVE MENTIONED ARE BASED ON THE STATE PLANE COORDINATE SYSTEM FOR THE FLORIDA WEST ZONE (NAD 1983). (EAST LINE OF SAID SECTION 1 = NORTH 00°37'06" WEST)

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Request Board award RFB 19-12, Operation, Management and Maintenance of a Rental Car Fueling System at Southwest Florida International Airport to Swissport Fueling, Inc., the lowest, responsive and responsible bidder.
2. **FUNDING SOURCE:** General Operating Revenues collected during the normal operations of the SWFIA, Account WJ5422941200.503490, Other Contracted Services, contingent upon approval of associated annual operating budget.
3. **TERM:** October 1, 2019 – September 30, 2023
4. **WHAT ACTION ACCOMPLISHES:** Establishes a Management Agreement with a qualified fuel system operator for the management and operation of the Rent-A-Car fueling system for a four year fixed annual management fee.

5. **CATEGORY:** 5.
Consent Agenda

6. **ASMC MEETING DATE:** 6/11/2019

7. **BoPC MEETING DATE:** 6/27/2019

8. AGENDA:

- CEREMONIAL/PUBLIC PRESENTATION
 CONSENT
 ADMINISTRATIVE

9. REQUESTOR OF INFORMATION:

(ALL REQUESTS)
 NAME Gary Duncan
 DIV. Aviation

10. BACKGROUND:

On April 3, 2019, the Lee County Port Authority advertised RFB 19-12, Operation, Management and Maintenance of the Rental Car Fueling System at Southwest Florida International Airport with Airport Council International – North America, Florida Airport Council, Airport Minority Council, and through Public Purchase. Bid packages were delivered to ten (10) prospective firms, and two (2) responses were received on May 2, 2019.

Swissport Fueling, Inc. was selected as the lowest, most responsive, responsible bidder. The management agreement provides for the operation, management and maintenance of the airport's consolidated Rent-A Car (RAC) fueling system, consisting of six (6) 25,000 gallon fuel tanks, an inventory status reporting system, bulk fuel delivery, forty-eight (48) duplex fuel pumps and associated fuel system distribution and leak detections systems.

The Authority will reimburse Swissport Fueling, Inc. for all direct costs associated with personnel and operating expenses as approved in the annual budget. The operator will be paid a fixed management fee for overhead and profit. The first year, per bid, will be \$54,000 and will increase \$2,000 a year for the remaining three years for a four year total of \$228,000.00. All monthly expenses related to the consolidated rental car fueling system are directly reimbursed to the Authority by the participating on-airport rental car agencies based on their proportional use of the fueling system in

11. RECOMMENDED APPROVAL

DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR
<i>Gary E. Duncan</i>	<i>Victoria B. Moreland</i>	<i>N/A</i>	<i>Brian W. McGonagle</i>	<i>Gregory B. Hagen</i>	<i>Jeffrey A. Mulder</i>

12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:

- APPROVED
 APPROVED as AMENDED
 DENIED
 OTHER

13. PORT AUTHORITY ACTION:

- APPROVED
 APPROVED as AMENDED
 DENIED
 DEFERRED to
 OTHER

Background (continued)

accordance with their On-Airport RAC Concessionaire Agreements.

If approved, the management agreement will have an initial term of four (4) years beginning October 1, 2019, with options for up to two (2) additional two-year extension terms at the discretion of the Authority. The provider will be compensated for authorized services consistent with the applicable contract rates and approved operating budget.

Attachment:

- (1) Tab Sheet
- (2) Master RFB
- (3) Winning Proposer
- (4) Management Agreement

LEE COUNTY PORT AUTHORITY
 BID TABULATION SHEET

RFB 19-12, OPERATION, MANAGEMENT AND MAINTENANCE OF A
 RENTAL CAR FUELING SYSTEM FOR
 SOUTHWEST FLORIDA INTERNATIONAL AIRPORT
 MAY 2, 2019 – 2:00 P.M.

Firm Name And Address	Fuel Facility Management Inc PO Box 21013 Ft. Lauderdale, FL 33335 (561) 662-0305	Swissport Fueling, Inc. 45025 Aviation Drive Dulles, VA 20166 (703) 742-4338
One (1) Original, one (1) identical electronic copy on Flash Drive	Yes	Yes
Form 2 - Official Bid Form	Yes	Yes
Contract Year 1	\$210,000.00	\$54,000.00
Contract Year 2	\$192,000.00	\$56,000.00
Contract Year 3	\$192,000.00	\$58,000.00
Contract Year 4	\$192,000.00	\$60,000.00
Total Annual Management Fees for Contract Years. 1,2,3, and 4	\$786,000.00	\$228,000.00
Form 1 - Bidders Certification	Yes	Yes
Form 3 - Lobbying Affidavit	Yes	Yes
Form 4 - Public Entity Crimes	Yes	Yes
Form 5 – Bidder’s Scrutinized Companies Certification	Yes	Yes
Form 6 – Local Preference Affidavit	Yes	Yes
Form 7 – Professional References	Yes	Yes
Form 8 – Bid Bond	Yes	Yes
Financial Statements (Part C-11, B)	Yes	Yes
Experience Requirements (Part C-12)	Yes	Yes
Insurance Certificate	Yes	Yes
Copies of Licenses	Yes	Yes
Transition Plan	Yes	Yes



**11000 Terminal Access Road
Suite 8671
Fort Myers, Florida 33913**

**REQUEST FOR BIDS
(RFB)**

RFB #19-12

FOR

**OPERATION, MANAGEMENT, AND MAINTENANCE OF THE
RENTAL CAR FUELING SYSTEM AT
SOUTHWEST FLORIDA INTERNATIONAL AIRPORT**

DATED: April 3, 2019

PURCHASING OFFICE

Melissa M. Wendel, CPPO, Purchasing Manager
Toni Elias, Sr. Purchasing Agent

TELEPHONE: (239) 590-4558
FAX NUMBER: (239) 590-4539

SUBMITTALS DUE: May 2, 2019, TIME: 2:00 P.M., LOCAL TIME



PART A – GENERAL INFORMATION AND CONDITIONS

DOCUMENT NO: RFB #19-12

BID OPENING: THURSDAY, MAY 2, 2019, 2:00 P.M., CONFERENCE ROOM, THIRD (3RD) FLOOR, 11000 TERMINAL ACCESS ROAD, SUITE 8671, FORT MYERS, FL 33913-8899

LEGAL NOTICE TO BIDDERS

NOTICE IS HEREBY given that sealed bids will be received by the LEE COUNTY PORT AUTHORITY, sometimes referred to hereafter as "Port Authority," "Authority," or "Owner." Opening of the Bids will occur immediately thereafter in a Conference Room on the third (3rd) Floor. The Lee County Port Authority reserves the right to extend the time and date of the Bid Opening in its sole discretion, when deemed to be in the best interest of the Authority.

1. INSTRUCTIONS TO BIDDERS

1.1 DELIVERY OF BIDS

- (a) **The delivery of the bid to the Lee County Port Authority prior to the deadline is solely and strictly the responsibility of the Bidder. The deadline for delivery of all bids is 2:00 p.m., local time, May 2, 2019. One (1) original and one (1) electronic copy in PDF format as a single file on a USB flash/travel drive of bid shall be delivered. *The original submittal will govern over USB flash/travel drive.* All bids must be sealed and marked: **RFB #19-12 Operation, Management, and Maintenance of the Rental Car Fueling System at Southwest Florida International Airport.** All bids must be delivered to the LEE COUNTY PORT AUTHORITY, PURCHASING OFFICE, third (3RD) FLOOR, SOUTHWEST FLORIDA INTERNATIONAL AIRPORT, 11000 TERMINAL ACCESS ROAD, SUITE 8671, FORT MYERS, FLORIDA 33913-8899.**
- (b) Electronically submitted or faxed bids will not be considered.
- (c) For informational purposes, the Bidder is advised that the United States Postal Service and even Express Mail Services may not deliver your bid in a timely manner.

Bidders are cautioned to plan necessary delivery time accordingly.

- (d) The delivery of said bid to the Lee County Port Authority (LCPA) - Purchasing Office prior to the time stated in the previous section is solely and strictly the responsibility of the bidder. The Authority Purchasing Office will not be responsible for delays caused by any delivery services that may be used or for any other reason. The Bidder is hereby directed to cause delivery of their bid prior to the bid opening time. The bid delivery deadline will be scrupulously observed.

Any bid received after the bid opening time will not be considered.



1.2 INQUIRIES/RESULTS

Except during a scheduled prebid meeting, the Authority will not respond to oral inquiries concerning this RFB. Bidders may submit written, faxed, or email inquiries regarding this RFB addressed to the Lee County Port Authority, Attn: Toni Elias, Sr. Purchasing Agent, 11000 Terminal Access Road, Suite 8671, Fort Myers, FL 33913-8899, via fax: (239) 590-4539, or email: taelias@flylcpa.com. The Authority may choose not to respond to written or faxed or email inquiries received after 2:00 pm, local time, on April 12, 2019.

The Authority utilizes Public Purchase to distribute information/specifications/addenda/results. Interested firms may register to receive this information free of charge by registering at <https://www.publicpurchase.com/gems/register/vendor/register>; by contacting Public Purchase Vendor Support at (801) 932-7000; by accessing the electronic link available from the Authority's website www.flylcpa.com; or, by calling the Purchasing Office at (239) 590-4556. It is the responsibility of the bidder, prior to submitting their bid, to contact the Purchasing Office to determine if addenda to this RFB have been issued and, if so, acknowledging and incorporating them into their bid. All results concerning this Request for Bids will be posted via Public Purchase or by calling the Purchasing Office.

1.3 NON-MANDATORY PREBID MEETING

A Non-Mandatory Prebid Meeting is scheduled for April 10, 2019, at 10:00 a.m., local time, at Southwest Florida International Airport, Wright Brothers Conference Room, third floor, 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida 33913-8899. The purpose of the non-mandatory prebid meeting will be to discuss the requirements and objectives of this RFB; to answer any questions potential bidders may have about the RFB; and, to answer any general questions about the Lee County Port Authority and Southwest Florida International Airport. At the non-mandatory prebid meeting, the Authority will attempt to answer all questions received, reserving the right, however, to answer any question in writing in a subsequent addendum to the RFB. In order to conduct these meetings as expeditiously and efficiently as possible, it is requested that all prebid questions be sent to the Purchasing Representative identified on the cover of this document at least three (3) days prior to the meeting to allow staff time to research the questions prior to the meeting.

1.4 COST OF PREPARATION

The cost of preparing a bid in response to this RFB shall be borne entirely by the bidder.

2. AMERICANS WITH DISABILITIES ACT NOTICE

The Lee County Port Authority will not discriminate against individuals with disabilities. Any person needing special accommodations for attendance at a public bid opening or prebid meeting should contact Toni Elias, Sr. Purchasing Agent, Lee County Port Authority, Purchasing Office, taelias@flylcpa.com, telephone (239) 590-4558, or fax (239) 590-4539 at least seven (7) days before the meeting.

3. NONDISCRIMINATION CLAUSE

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, the Restoration Act of 1987, the Florida Civil Rights Act of 1992, and as said Regulations may be amended, the Contractor/Consultant must assure that *"no person in the United States shall on the basis of race, color, national origin, sex, creed or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity"*, and in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment.



The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

4. GENERAL CIVIL RIGHTS CLAUSE

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the successful bidder and its subcontractors from the bid solicitation period though the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

5. SUBMITTAL OF BIDS

5.1 Submitted bids shall be sealed in an envelope marked "Sealed Bid"; identified by the name and address of the firm bidding; project name; bid number; and the date and time of bid opening. Bids are to be accompanied by one (1) original and one (1) identical electronic copy in PDF format as a single file on a USB flash/travel drive of the following:

- Form 1 – Bidder's Certification
- Form 2 – Official Bid Form
- Form 3 – Lobbying Affidavit
- Form 4 – Public Entity Crimes Form
- Form 5 – Bidder's Scrutinized Companies Certification
- Form 6 – Local Vendor Preference Affidavit
- Form 7 – Professional References
- Form 8 – Bid Bond
- Form 9 – Optional Form – No Bid Submission
- Financial Statements (Part C-11, B)
- Experience Requirements (Part C-12)

5.2 All bidders must include copies of all licenses (mechanical, occupational, etc.) required by Lee County and the State of Florida to perform the duties required in this bid.

5.3 Bidders contracting in a corporate capacity must submit documentation from the Florida Department of State verifying that the entity is a Florida Corporation or other Florida business entity in good standing or is a foreign corporation or other business entity which has registered and is authorized to do business in the State of Florida.

5.4 The Lee County Port Authority shall not be responsible for any cost incurred by any bidder in the preparation of these bid documents or bid.

5.5 All blanks on the bid forms must be completed in ink or by typewriter.

5.6 Where bid documents have erasures or corrections, such erasures or corrections must be initialed in ink by the bidder.

5.7 In the case of unit price contracts, if an error occurs in the extension of an item, the unit price will prevail.



- 5.8 The Lee County Port Authority reserves the right to purchase directly, various materials, supplies, and equipment that may be a part of this contract.
- 5.9 The Lee County Port Authority may cancel the contract upon giving thirty (30) days written notice to the bidder at its discretion.
- 5.10 Information and materials received by the Port Authority shall be deemed to be public records subject to public inspection upon the issuance of a notice of intent to award, recommendation for award, or thirty (30) days after bid opening, whichever occurs first. However, certain exemptions to the public records laws are statutorily provided for in Section 119.07. If the bidder/Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Bidder/Proposer must specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. The Port Authority's determination of whether an exemption applies shall be final.
- 5.11 All bidders are notified and acknowledge by submitting a response to this request for bids that the provisions of Section 119.071(3) (b) Florida Statutes (2005), may apply to this project. Generally, the law exempts building plans, blueprints, schematic drawings, and diagrams depicting the internal layout and structural elements of a public building or structure from the Florida Public Records law. To the extent the law applies to this project, bidders agree to treat all such information as confidential and not to disclose it without prior written consent of the Authority.
- 5.12 The Lee County Port Authority is generally a tax-exempt entity, subject to the provisions of the Florida Statutes regarding sales tax. The successful bidder shall be responsible for complying with the Florida sales and use tax law as it may apply. The amount(s) of compensation set forth in the contract, or in any change orders authorized pursuant to this contract, shall be understood and agreed to include any and all Florida sales and use tax payment obligations required by Florida law of the successful bidder and all subcontractors or materials suppliers engaged by the successful bidder.
- 5.13 Pursuant to Section 119.0701, to the extent Bidder is acting on behalf of the Authority, successful bidder must keep and maintain all records required by the Authority to perform the services described herein. The information and data managed as part of providing the services may be public record in accordance with Chapter 119, Florida Statutes. Bidder agrees, prior to providing services, that it will implement policies and procedures to maintain, secure, retain, and produce public records in accordance with applicable law. Bidders also must ensure that public records that are exempt or confidential and exempt from public disclosure are not disclosed except as authorized by law. Further, upon request from the Authority's custodian of public records, the successful bidder shall provide the Authority with a copy of the requested records or allow the records to be inspected and copied within a reasonable time and at a cost that does not exceed the costs set forth in Chapter 119 Florida Statutes.

6. EXAMINATION OF SPECIFICATIONS:

Each bidder is required, before submitting a bid, to be thoroughly familiar with the specifications contained herein. No additional allowances will be made because of lack of knowledge of these specifications. Bidders shall fill in all information requested on the bid form.

7. DISQUALIFICATION

7.1 CONSIDERATION OF QUALIFICATIONS

The Lee County Port Authority reserves the right to reject, at its sole discretion, before or after opening, any bids that are determined to be nonresponsive or if the evidence submitted by the bidder or an investigation of the qualifications and/or experience of the bidder fails to satisfy the Authority



that such bidder is sufficiently qualified or experienced to provide the goods or services required or carry out the obligations as required in this Request for Bids.

The Lee County Port Authority, at its sole discretion, reserves the right to waive irregularities and technicalities and to request additional information and documentation and may consider any bid that is not prepared and submitted in strict accordance with the provisions of this Request for Bids. Lee County Port Authority also reserves the right to reject all bids in response to the Request for Bids, in its sole discretion.

7.2 AUTOMATIC DISQUALIFICATION

A bidder shall be disqualified from consideration for award of an agreement under this Request for Bids, for any of the following reasons:

- Failure to submit bidder's certification with bid submittal
- Lobbying the Lee County Board of Port Commissioners, members of the Airports Special Management Committee, or employees of the Lee County Port Authority, individually or collectively, regarding this Port Authority Request for Bids
- Collusion with the intent to defraud or other illegal practices upon the part of any firm submitting a bid
- Being on the Convicted Vendors List
- Being on any Scrutinized Companies List or otherwise ineligible to submit a bid to provide services under Section 287.135, Florida Statutes
- Not being properly licensed by the State of Florida or Lee County prior to submitting a bid.
- Not being registered to do business in the State of Florida prior to submitting a bid

The Authority, at its sole discretion, may request clarification or additional information to determine a bidder's responsiveness.

8. SCRUTINIZED COMPANIES UNDER SECTION 287.135, FLORIDA STATUTES

Notwithstanding any provision to the contrary, the Authority will have the option to immediately terminate any resulting Agreement, in the exercise of its sole discretion, if successful Bidder is found to have submitted a false certification under Section 287.135(5) F.S. or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created under Section 215.473 Florida Statutes; is engaged in business operations in Cuba or Syria; or, has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

The Bidder certifies, by submission of the certification attached as Form 5, that it is not listed on any Scrutinized Companies Lists described above; is not engaged in business operations in Cuba or Syria; is not engaged in a boycott of Israel and is not barred from submitting a bid or proposal under Section 287.135, Florida Statutes.

9. LOCAL VENDOR PREFERENCE

It is the intent of the Board of Port Commissioners to establish an optional preference for local firms when facts and circumstances warrant that the Authority may grant such a preference. It is not the intent of the Board of Port Commissioners to prohibit, exclude, or discourage persons, firms, businesses, or corporations that are non-local from providing goods and services to the Authority as part of this bid process. All potential respondents, Authority staff, and the Airports Special Management Committee should be advised



that the Board of Port Commissioners encourages award of contracts to local firms, consultants, contractors, and providers when possible to foster the economic growth of the local community.

In an effort to achieve the goals outlined above, the Board of Port Commissioners may give preference to local contractors and vendors that submit pricing within three percent (3%) of the lowest responsive, responsible competitive bid or quote total price (base bid plus Authority selected alternates) in accordance with Lee County Ordinance No. 00-10, as amended by Lee County Ordinance Nos. 08-26 and 17-16.

10. INSURANCE

All bidders should furnish proof of acceptable insurance as outlined in this section. A copy of the bidder’s current insurance certificate or a statement from the bidder’s insurance company verifying the firm's ability to obtain the insurance coverage as stated herein, should be submitted with the bid. Each bidder shall provide evidence of its ability to furnish the minimum insurance coverage either under existing policies or by virtue of a specific project policy, with deductible limits acceptable to the Lee County Port Authority.

The successful bidder (referred to below as the “Operator”) shall carry minimum limits of insurance no less than the following requirements. Unless otherwise approved in advance, limits of liability carried by any subcontractors to the Operator shall be the same as required of Operator.

- A. Commercial General Liability Insurance and Umbrella Liability Insurance which shall include liability arising from independent contractors and contractual liability.

Bodily Injury/Property Damage	\$ 2,000,000 Each Occurrence
Products/Completed Operation	\$ 2,000,000 Each Occurrence
Personal Injury and Advertising Injury	\$ 2,000,000 Each Occurrence
General Aggregate	\$ 5,000,000 Annually
Excess Liability	\$10,000,000 Annually
Fire Legal Liability	\$ 2,000,000
Medical Payments	\$ 50,000
Employee Dishonesty and Fidelity	\$ 1,000,000

The Lee County Port Authority shall be named as an additional insured on the General Liability policy. The Operator’s insurance will be primary and include a waiver of subrogation, in favor or the Authority.

The Operator will be responsible for acts or omissions arising out of the operations of any subcontractor, independent contractor or material supplier providing services or materials at the Operator’s direction. The Operator will furnish the Authority’s Risk Manager with a list of all subcontractors and independent contractors prior to the beginning work on Authority property or for the benefit of the Authority. The Operator shall require and ensure that all subcontractors and independent contractors carry insurance as required of the Operator.

Any work performed Airside will require a minimum of \$5,000,000 in liability coverage. The insurance provided will include coverage for all parties employed by the Operator. At the discretion of the Authority, all insurance limits may be reevaluated and increased or decreased at the sole direction and at any time during the term of the agreement.



B. Auto Liability Insurance

Operator shall carry a Business Auto Policy, which includes contractual liability, with a Bodily Injury and Property Damage Limit not less than \$5,000,000 each accident during the term of the agreement. Such coverage shall cover liability arising out of the use of any automobile (including owned, hired, and non-owned autos). The Lee County Port Authority shall be an additional insured on the Business Auto policy. A waiver of subrogation, in favor or the Authority, is required for this coverage.

C. Contractor’s Pollution and Environmental Liability \$ 5,000,000

The Lee County Port Authority shall be named as an additional insured or certificate holder on all coverages except workers compensation.

D. Professional Liability (as appropriate) \$2,000,000 Each Occurrence/Aggregate

E. Workers Compensation

Worker's Compensation and Employer's Liability insurance in an amount required by Florida state law. Employers Liability limits of at least the following are required:

Per Employee	\$ 1,000,000
Per Employee	\$ 1,000,000 (Disease)
Policy Limit	\$ 1,000,000 (Disease)

A waiver of subrogation, in favor or the Authority, is required for this coverage. The Certificate will note any exempt employees.

The costs associated with the insurance requirements as set forth above, shall be the responsibility of the Operator and should be included as an overhead expense in the Operator’s Management Fee, as bid.

An insurance certificate on an approved form is required from the successful firm in the amounts stated above. The form must be properly executed and submitted by the insurance company and successful bidder within fifteen (15) days after notification of the Lee County Port Authority Board of Port Commissioners' approval to award the agreement.

The appointed insurance agent or carrier for each of the coverages listed above shall be duly licensed to provide coverage and honor claims within Florida. The certificate of insurance must give the Authority prior notice of cancellation and state that the coverage is primary and noncontributory; a waiver of subrogation in favor of the Authority will also be required. **The Lee County Port Authority shall be named as an additional insured on each policy.**

Bidder shall send a copy of their certificate of insurance with Lee County Port Authority as certificate holder to the Authority’s Risk Management Department at riskmanagement@flylcpa.com within five (5) days of Intend Decision letter.

11. RIGHT TO PROTEST

Any bidder affected adversely by an intended decision with respect to the award of any bid shall file, with the Lee County Port Authority Purchasing Office, a written notice of intent to file a protest not later than



forty-eight (48) hours (excluding Saturdays, Sundays, and legal holidays) after receipt of the notice of the intended decision with respect to a bid award. In those instances where the bidder with the lowest price is not selected, the same time frame to file a protest shall apply. For the purpose of computation, the initial notice of intent to file a protest shall be received by the Purchasing Manager, not later than four o'clock (4:00) p.m., on the second working day following the day of receipt of notice of intended decision.

The initial notice of intent to file a protest shall state the basis of the protest and clearly indicate that its purpose is to serve as the initial notice of intent to file a bid protest. Failure to so clearly indicate bidder's intent shall constitute a waiver of the right to seek any remedy provided under the bid protest procedure.

The formal, written protest must be filed within five (5) Authority workdays after the date of filing of the initial notice of intent to file protest.

Details regarding the bid protest policy are contained within the Lee County Port Authority Purchasing Manual, which is available for inspection and/or copying at the Authority's Purchasing Office, 11000 Terminal Access Road, Suite 8671, 3rd Floor, Fort Myers, Florida, 33913, telephone (239) 590-4558.

Failure to follow the Bid Protest Procedure requirements or to adhere to the time frames prescribed in the Purchasing Manual as established by Authority shall constitute a waiver of your protest and any resulting claims.

12. PAYMENT

The accepted bid price for the scope of work as set forth in the resulting contract, if any, will be paid to the successful bidder, after completion and acceptance of the work and upon receipt of the successful bidder's proper and accurate invoice. All invoices, to include purchase order number, shall be submitted to Lee County Finance Department, PO Box 2463, Fort Myers, Florida, 33902.

13. OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES

If mutually agreeable to the bidder, other governmental entities may desire to utilize, i.e., piggyback, this agreement subject to the rules and regulations of that governmental entity. The Lee County Port Authority accepts no responsibility for other agreements entered into utilizing this method.

14. COMPLIANCE WITH STATE AND FEDERAL REQUIREMENTS

For contracts which are financed in whole or in part by Federal or State grant funds, all requirements set forth in the grant documents or in the law, rules, and regulations governing the grant, including federal or state cost principles, shall be satisfied. To the extent that they differ from those of the Authority, the cost principles of the grantor shall be used.

15. METHOD OF AWARD

The award shall be made to the lowest, responsive, and responsible bidder having the lowest total price for all four (4) years of service. Prices submitted shall include costs for providing all labor, equipment and/or materials for the provision of turnkey services delivered in accordance with all specifications and requirements as listed herein. Bidders must submit a bid all four years of the contract for their bid to be considered responsive.

16. NONEXCLUSIVITY OF AGREEMENT

The selected bidder understands and agrees that any resulting contractual relationship is nonexclusive and the Lee County Port Authority reserves the right to seek similar or identical services elsewhere if deemed in the best interest of the Authority.

17. WITHDRAWAL OR REVISION OF BIDS

A bidder may withdraw or revise a bid (by withdrawal of one (1) bid and submission of another) provided



that the bidder's request for withdrawal is received by the Lee County Port Authority in writing before the time specified for opening bids. Revised bids must be received prior to the date and time of the bid opening at the place specified.

18. PUBLIC OPENING OF BIDS

Bids shall be opened, and read publicly at the time and place specified in the advertisement or request for bids. The Authority reserves the right to extend this date and time at their sole discretion. Bidders, their authorized agents and other interested persons are invited to attend the bid opening. Bids that have been properly withdrawn (by written request) prior to the scheduled opening time or received after the time specified for opening bids shall be returned to the bidder unopened.

19. REJECTION OF BIDS

The Lee County Port Authority, in its sole discretion, reserves the right to reject any or all bids; accept or reject any or all alternates; waive technicalities, if such waiver, in the sole judgment of the Authority, is in the best interest of the Authority and conforms to applicable state and local laws or regulations pertaining to the letting of contracts; advertise for new bids; to make inquiries and request clarifications of any bid; or, proceed with the work otherwise. All such actions shall promote the best interests of the Authority.

20. AWARD OF MANAGEMENT AGREEMENT

After consideration and evaluation of all bids received, a Notice of Intent to Award may be made to the lowest responsible bidder(s) whose bid(s) is responsive to the request for bids and whose qualifications indicate the award will be in the best interests of the Authority, in its' sole discretion. No award will be made until the Authority has concluded such investigations as it deems necessary to establish the responsibility, qualifications and financial ability of the bidder to furnish the required services in accord with the agreement to the satisfaction of the Authority and within the time prescribed. The Authority reserves the right to reject the bid of any bidder who does not pass such investigation to its' satisfaction.

After the Notice of Intent to Award is issued, the recommendation for award of the agreement will be forwarded to the Airports Special Management Committee and/or the Lee County Board of Port Commissioners for approval.

21. EXECUTION OF THE MANAGEMENT AGREEMENT

After the bid award is approved by the Lee County Board of Port Commissioners, the successful bidder(s) shall execute and return the Management Agreement within fifteen (15) calendar days from the date the bid is awarded. **The successful bidder will be expected to execute the Management Agreement in substantially the form attached, unless amended during the bid process and prior to the opening of bids.** Failure of the successful bidder to execute the Management Agreement within fifteen (15) calendar days from the date of bid award shall be just cause for cancellation of the award and forfeiture of the bid bond.

Upon receipt of the agreement executed by the successful bidder, the Authority shall complete the execution of the agreement in accordance with local laws or ordinances, and return one fully executed original agreement, along with the bid bond, to the successful bidder. Delivery of the fully executed agreement to the successful bidder shall constitute the Authority's approval to be bound by the successful bidder's bid and the terms of the Management Agreement.

Until the Authority's final execution and delivery of the Agreement, the Authority reserves the right to reject any or all bids, to waive technicalities, and to advertise for new bids, or to proceed to do the work otherwise when the best interests of the Authority will be promoted. The Authority reserves the right to cancel the award without incurring liability to the bidder (except the return of bid bond if appropriate) at any time before an agreement has been fully executed by all parties and is approved by the Authority.



PART B – SPECIAL INSTRUCTIONS AND REQUIREMENTS

All bidders shall carefully review the bid documents to become familiar with the requirements and to review all forms addressed below.

1. **Bid Bond or Other Security**: Bidders must submit a bid bond, certified check, or cashier's check payable to the Lee County Port Authority Board of Port Commissioners, in a dollar amount representing not less than five percent (5%) of the total amount bid for four years or for the average of four years, as the case may be to execute the work described herein with their bid.
2. **Performance Guaranty**: A performance bond, letter of credit, or a cashier's check, payable to the Lee County Port Authority Board of Port Commissioners, shall be provided in the amount of two hundred and fifty thousand dollars (\$250,000) within fifteen (15) calendar days from the date of written notice of award. The performance guaranty assures that the Provider will promptly complete the work in accordance with the terms of the Management Agreement.
3. **Payment Guaranty**: A separate payment bond, letter of credit, or a cashier's check, payable to the Lee County Port Authority Board of Port Commissioners, shall be provided in the amount of twenty-five thousand dollars (\$25,000) within fifteen (15) calendar days from the date of written notice of award. The payment guaranty assures that the Provider will promptly pay in full all bills and accounts for materials and labor used in the completion of the work.
4. **Hold Harmless and Indemnification**: Bidder agrees by the signing of this document by an authorized party or agent to indemnify, hold harmless and defend Owner and Lee County, Florida and their respective commissioners, officers, agents, and anyone directly or indirectly employed by either of them, from and against any and all claims, injuries, liabilities, damages, demands, losses, costs or actions, either at law or in equity, including, but not limited to court costs and reasonable attorney's fees, that may be made or brought at any time in the future by anyone on account of personal injury, property damage, loss of monies, or other loss, allegedly caused or incurred, in whole or in part, due to any negligence, wrongful conduct, or intentional act or omission, or based on any act of fraud or defalcation of the bidder and persons employed or utilized by the bidder in the performance of any Management Agreement awarded under this Request for Bids.
5. **Air Operations Area (AOA) Security Maintenance**: Employees of the Operator or its subcontractors who must work full or part time within the Air Operations Area (AOA) at Southwest Florida International Airport must qualify for and obtain airport-issued identification badges which must be worn at all times while within the AOA. Badges shall be worn on outer, uppermost garments so as to be clearly visible in order to distinguish, on site, employees assigned to the Operator. Badges shall be issued individually. Drivers of delivery or hauling vehicles will not require badges but must be under the escort of a properly badged employee.
6. **Term**: Services under the anticipated Management Agreement will commence on or about October 1, 2019. The term of the Management Agreement will be for a four (4) year term with an option reserved to the Authority to extend the term of the agreement for two (2) additional two-year renewal periods by notifying the Operator in writing at least thirty (30) days in advance of the expiration date of the initial term or any extension term. Extension of the Agreement for the first and second renewal periods will be based upon the same terms and conditions, and shall be at the sole discretion of the Authority.



PART C – PROJECT INFORMATION AND REQUIREMENTS

GENERAL CONDITIONS

1. Background

The Southwest Florida International Airport is a rapidly expanding medium hub commercial service airport serving Southwest Florida, to include the counties of Lee, Charlotte, Collier, Glades and Hendry. The airport currently accommodates international airline passenger service to Canada and Germany, as well as a large number of domestic destinations. The complex consists of a state of the art airline passenger terminal in excess of 760,000 square feet, aircraft apron and taxiways, rental car service facilities including a fuel storage tank farm, piping, and Quick Turn Around (QTA) areas equipped with common-use fueling islands and support facilities, 2-level access roadway system, and a 3-level parking garage and surface parking lots.

The Lee County Port Authority (Authority) is party to an On-Airport Rent-A-Car Concession Agreement (“Rent-A-Car Concession Agreement,” as may be amended or replaced during the term of the Management Agreement) between the Authority and the on-airport rental car agencies (collectively, the “Fueling Companies”) as they now exist, and as their number may be added to, or deleted from, or as merged or consolidated from time-to-time. Pursuant to this Rent-A-Car Concession Agreement, the Fueling Companies have the right to use the Rental Car Fueling System (or “Fueling System,” as hereinafter defined) as constructed by the Authority as part of the terminal complex referenced above. The Authority is obligated under the Rent-A-Car Concession Agreement to operate and maintain the common-use Fueling System.

Accordingly, the Authority is requesting competitive sealed Bids from properly licensed, qualified, insured, and experienced fueling system operators to enter into a Management Agreement to perform Operation, Management, and Maintenance of the Rental Car Fueling System at Southwest Florida International Airport. The Authority’s goal in awarding this Bid is to achieve the highest standards of service for multiple customer-based common use fueling system operation, management, and maintenance services in the aviation and rental car industry at the lowest overall cost to the Authority.

2. Definitions

- A. Addendum or Addenda - means any interpretation, revision or addition to this Request for Bids (RFB) which may be issued in the form of a written Addendum by the Authority.
- B. Airport - means Southwest Florida International Airport, located in Lee County, Florida, with a Federal Aviation Administration three-letter identifier of RSW.
- C. Annual Operating Budget - means the annual budget for maintaining, operating and managing the Rental Car Fueling System for each Contract Year of the Management Agreement. The budget shall include a detailed projection of monthly total fuel consumption and deliveries as well as Operator’s allowable operating expenses.
- D. Authority, Port Authority or Owner - means the Lee County Port Authority as the governing body of the Southwest Florida International Airport.
- E. Bid - means the document requested by the Authority and submitted by the Bidder in accordance with the requirements of this Request for Bids (RFB).



- F. Bidder - means the individual or business entity submitting a response to this RFB.
- G. Commencement Date - means the anticipated date for commencing operations under the Management Agreement at the Airport, October 1, 2019.
- H. Contract Year - means the period beginning on the Commencement Date and ending September 30, 2020 (contract year one) and continuing each twelve-month period thereafter, until the date of expiration or termination of the Management Agreement, as may be amended or extended.
- I. County - means Lee County, a political subdivision of the State of Florida.
- J. Expansion to Rental Car Fueling System - means any additions, modifications, enhancements, or adjustments that the Authority determines to be required for the Rental Car Fueling System or Fueling System.
- K. Extraordinary Cost - means a non-recurring expenditure or obligation that: (1) is not part of the normal and regular ongoing expense of operating the Fueling System; and (2) is not financed in such a way as to be discharged by level monthly payments spread over a period of more than twelve (12) months.
- L. Fueling System Charge - means the monthly charge payable to the Authority by the Fueling Companies for the Fueling Companies' use of the Rental Car Fueling System pursuant to Article 5, Section 5.1(4) of the Rent-a-Car Concession Agreement, as may be amended, extended, renumbered, or revised.
- M. Gallon - means a U.S. gallon.
- N. Gallonage - means the total number of Gallons of Gasoline (or related product, as approved) dispensed from the Fueling Companies' designated QTA area dispensers at the airport during the relevant period. The Gallonage of each Fueling Company will be the total of all Gasoline dispensed from each respective Fueling Companies' QTA area dispenser(s) at the Airport during the relevant period.
- O. Gasoline - means the Gallonage of a Fueling Company for the previous month or the stated month or series of months under consideration.
- P. Management Agreement or Agreement - means the Management Agreement between the Authority and the Operator for the non-exclusive right, privilege and obligation to operate, manage, and maintain the Rental Car Fueling System at the Airport.
- Q. Management Fee - shall mean the monthly fee paid to the Operator by the Authority as compensation for the operation, management, and maintenance of the Rental Car Fueling System at Southwest Florida International Airport, as defined and described herein.
- R. Minimum Qualifications - means the minimum standards that have been established by the Authority which the Bidder must satisfy for its Bid to be considered responsive.
- S. Monthly Gallonage - means the Gallonage of a Fueling Company for the previous month or the stated month or series of months under consideration.



- T. Operating Expenses - means all direct expenses, without markup, relating to the direct local operation, management, and maintenance of the Rental Car Fueling System at Southwest Florida International Airport, as defined and described herein.
- U. Operations and Procedures Manual or Manual - means the procedures and standards for the operation, management, and maintenance of the Rental Car Fueling System at the Airport as prepared by the Operator and approved by the Authority's Contract Manger.
- V. Operator – means the person or legal entity that pursuant to this Request for Bids is selected by the Authority as the Operator and enters into the Management Agreement with the Authority to provide for the operation, management, and maintenance of the Rental Car Fueling System at the Airport as described herein.
- W. Other Products - means any other material stored in or put through the Fueling System for use in connection with the use of rental car automobile fueling services under this Management Agreement.
- X. Party - means any firm, partnership, corporation, government body, or other legal entity.
- Y. Rental Car Fueling System (or Fueling System) - means a system for storing and transporting unleaded gasoline (or such other fuel or fuels as may be approved by the Authority in writing), consisting of six (6) 25,000 gallon fuel tanks (150,000 gallons total capacity), Pneumercator for bulk fuel storage and inventory and system status reporting, bulk delivery unloading and fill port station, FuelMaster automated fuel monitoring and reporting system, 48 twin-hose (96 dispensing hoses) duplex fuel pumps with breakaway retractable hoses, and associated double-walled piping with low-point leak detection system linking the fuel farm with the fuel island(s) in the Fueling Companies' respective QTA fueling areas, as well as certain other equipment, improvements and/or appurtenances thereon or as described herein, or as otherwise may be added, subtracted, modified, enhanced, or placed in stock to support the Fueling System on the Airport, and as described herein and in the attached **Exhibit "C."**
- Z. Reimbursable Expenses - means all approved, budgeted Operating Expenses incurred by the Operator in the operation, management, and maintenance of the Rental Car Fueling System at the Airport, as specifically set forth in the Management Agreement, as well as other expenses not provided for in the Annual Operating Budget, to include major system repair or capital improvement projects, but which are specifically approved in advance and in writing, by the Authority. Reimbursable expenses are separate from and in addition to the Management Fee.

3. Management Agreement

The Authority intends to enter into a Management Agreement with the Operator that is substantially similar in terms and conditions to the draft Agreement attached as **Exhibit "B"** to this Request for Bids (RFB). The Authority reserves the unilateral right to revise the draft Agreement as it deems appropriate to reflect this RFB, any Addenda, and the selected Operator's Bid. By entering into the Agreement, the Authority will appoint the Operator to perform services related to the operation, management, and maintenance of the Rental Car Fueling System as specified below and therein and the Operator agrees to accept this appointment, subject to and in accordance with the terms and conditions of the Agreement. Moreover, the Agreement is subject to the terms of the Rent-A-Car Concession Agreement, as may be amended, extended, or revised.



The term of the Management Agreement is anticipated to be for four (4) years with an option to extend the Agreement on the same terms and conditions for two (2) additional 2-year terms at the sole discretion of the Authority. The Authority will decide whether to exercise its option to extend the Agreement no later than one hundred twenty (120) days prior to the end of the initial or any subsequent term and will notify the Operator in writing of its decision at that time.

4. Management Fee

As compensation for the services performed under the Management Agreement, the Authority shall pay Operator, during the initial term of this Agreement, and for any extension period, a fixed annual Management Fee, as submitted in the Bid schedule, for Operator's services. The Management Fees submitted shall be held firm for their respective individual contract years as reflected in the Bid Schedule.

Premiums for all insurances required herein are to be considered as an overhead expense and included as part of the Operator's comprehensive Management Fee.

5. Termination

The Management Agreement may be terminated by the Authority at its convenience, or due to the fault of the Operator, by giving thirty (30) days written notice to Operator. The Operator may request that the Management Agreement be terminated by submitting a written notice to the Authority dated not less than one hundred twenty (120) calendar days prior to the requested termination date, and state the reason for such a request. The Authority reserves the right to accept, or not accept, the termination request submitted by the Operator, and no such termination request submitted by the Operator shall become effective until the Operator is notified, in writing, by the Authority of its acceptance.

6. Assignment and Subcontracting

The Operator shall not assign or subcontract its obligations or rights hereunder to any party, company, partnership, corporation, or person without the prior written consent of the Authority. The Authority may terminate the Management Agreement immediately if the Operator assigns or subcontracts any work without prior written approval of the Authority.

7. Transition Plan

The Bidder who is awarded the Management Agreement shall be required to provide supervisory personnel, corporate transition staff, training staff, and any other critical employees, equipment, expertise and resources necessary to ensure a smooth transition and fully operational and uninterrupted services from the current Operator. It is expected that the successful bidder shall execute its transition plan on-site no later than September 10, 2019, or as otherwise specified in the Management Agreement, in order to ensure full commencement of Management Agreement operations on October 1, 2019.

Each Bidder must submit a transition plan as part of their Bid describing how they plan to commence operations and ensure a smooth transition of the operation, management, and maintenance of the Rental Car Fueling System to be performed under the Management Agreement from the current Operator to the successful Bidder's operations. Such plan shall consist of a schedule that describes how the Bidder will manage challenges the Bidder anticipates might be encountered in order to begin operations by the Commencement Date, and shall include the time period for the hiring of employees; scheduling of planned regular interface with the Authority; acquisition of required safety, logistical, and support



equipment; acquisition of necessary tools and diagnostic equipment; setup and commissioning of an on-airport administrative office with properly integrated information system hardware, software and ancillary equipment, communications equipment, and resources; training relating to new and existing equipment, including all aspects of the Rental Car Fueling System as described above and in related drawings, installation documents, software licenses, and OEM manuals; procurement, delivery, inventory, activation, installation, and/or storage of materials and equipment; testing and activation of the FuelMaster fuel inventory and Pneumercator tank monitoring systems; preparation and implementation of operations and procedures manuals; airport security badging and AOA driving training and certifications for Operator personnel; sizing and ordering of uniforms; issuance of keys/codes and site tours. Bidder must also identify any other components of the transition plan that are not specifically listed in this section.

The Authority shall not reimburse the Operator for startup and/or transition costs related to the commencement of operations under the Management Agreement. Any anticipated startup and/or transition expenses shall be considered overhead and incorporated into the Operator’s Annual Management Fee(s).

8. Historical Data

A. Historic passenger and aircraft data for the Airport can be obtained by accessing the Airport website at <http://www.flylcpa.com/> and selecting Stats and Reports, from the About LCPA pull down menu, Monthly Statistics, which identify in detail by month and year total passengers, total enplanements, total deplanements, and total aircraft movements, etc., at the airport.

Data from Calendar Year 2018 is as follows:

1)	RSW Total Passengers for CY 2018	9,373,178
2)	RSW Total Enplaned Passengers for CY 2018	4,719,468
3)	RSW Total Deplaned Passengers for CY 2018	4,653,610
4)	RSW Total Aircraft Movements for CY 2018	81,520

The Authority’s budget operates on a fiscal year (FY) beginning October 1 and ending September 30 each year. Projected total passengers are as follows:

1)	RSW Projected Total Passengers for FY 18/19	9,574,182
2)	RSW Projected Total Passengers for FY 19/20	9,765,666
3)	RSW Projected Total Passengers for FY 20/21	9,960,979
4)	RSW Projected Total Passengers for FY 21/22	10,160,198

B. Historic information regarding the On-Airport Rental Car (RAC) Companies’ Total Combined Gross Revenues (TCGR) for activities at the Southwest Florida International Airport (RSW) from FY 2013-2014 to FY 2018-2019 (as applicable) are as follows:

1)	RSW RAC TCGR FY 2013-2014	\$ 183,324,729
2)	RSW RAC TCGR FY 2014-2015	\$ 190,680,594
3)	RSW RAC TCGR FY 2015-2016	\$ 183,529,678
4)	RSW RAC TCGR FY 2016-2017	\$ 187,572,361
5)	RSW RAC TCGR FY 2017-2018	\$ 196,632,781
6)	RSW RAC TCGR FY 2018-2019	\$ 193,130,503



- C. A detailed breakdown of the historical data for fuel consumption from the Rental Car Fueling System, by Fueling Company, as well as fuel delivered to the system, is attached as **Exhibit “A”** to this Request for Bids.

9. Rental Car Fueling System and Facilities Information

Commercial airline passenger and rental car service activities involving use of the common-use Rental Car Fueling System commenced on September 9, 2005. The common use Rental Car Fueling System consists of, but is not limited to, the following items, components, and facilities:

- Six (6) individual 25,000 gallon Phoenix Fuel Tanks (150,000 gallons total capacity)
- Oil-water separators
- Pneumercator for bulk fuel storage inventory and system status reporting
- Bulk fuel delivery unloading pad and fill port station
- FuelMaster® automated fuel dispensing, monitoring, and reporting system
- Forty-eight (48) Atlas 9853 KXTW1 twin hose (96 dispensing hoses, two per dispenser) fuel pump dispensers with breakaway retractable hoses (installed 2017-2019)
- Emergency fuel shutoff systems (tank farm, each fueling island [for that island], each QTA Building [entire system], and each QTA electrical vault)
- Associated fuel system piping with low point leak detection monitoring sensors
- Eight (8) sump points connected with the Pneumercator between the tank farm/QTAs

The six (6) 25,000 gallon fuel storage tanks are double-walled with interstitial sensors. The tanks and double-walled fiberglass piping system are not currently equipped with cathodic leak detection. There is an oil water separator in the offload area which is closed via a Krueger valve during offload operations. A Safe Drain (American Flow Control Series 2500 Resilient Wedge Gate Valve) has been installed for the tertiary cementous tank farm containment structure, along with ductile piping connectivity to a secured Post Indicator Valve (PIV) for releasing non-contaminated water from the basin catchment area.

The six (6) fuel storage tanks have each been painted within the last four years, both internally and externally, and each tank has also had a ten-year ‘out-of-service’ cleaning and inspection process performed, to include magna-flux leakage scanning and surface repairs as necessary. The system fuel consumption tracking and reporting system consists of the FuelMaster® 2500 Systems Operations (Version 7.5x FM-11, Copyright 1989 Syn-Tech Systems, Inc., P.O. Box 5258, Tallahassee, FL 32314).

Graphical illustrations and diagrams of the Rental Car Fueling System, Rental Car Fuel Storage Tank Farm, and Rental Car Company Quick Turn Around (QTAs) Fueling Areas, and ancillary system components and related items are attached in a series labeled **Exhibit “C”** to this Request for Bids, detailed as follows:

- 1) Drawing 1 Rental Car Fueling System – Overview
- 2) Drawing 2 Rental Car Fueling System – Storage Tank System
- 3) Drawing 3 Rental Car Fueling System – Quick-Turn-Around Fueling Areas

10. Operational Requirements and Operating Space

- A. The Operator shall be required to furnish regular on-site and on-call response operation, management, and maintenance services for the Rental Car Fueling System twenty-four (24) hours



per day, seven (7) days per week, three hundred sixty-five (365) days per year, with an intent to provide for continuous on-site coverage a minimum average of twelve (12) hours per day, staffing levels permitting, plus a demonstrable ability to provide a properly qualified and approved technician/mechanic to the airport within sixty (60) minutes of a request for immediate service for off-hours, or within fifteen (15) minutes for calls occurring at staffed times.

- B. The Authority will furnish operating and break room space for Operator and Operator's employees at the terminal, as illustrated in Exhibit D, or other similar space as appropriate. Operator agrees to keep all assigned spaces clean and neat at all times and comply with all applicable regulations, codes, permits and airport regulations relating to material storage. The Operator is responsible for any repairs to the assigned space(s) caused by its employees, agents, guests, or invitees resulting from Operator's use of the space(s) as determined by the Authority. The Operator shall obtain prior written permission from the Authority, and shall comply with the Authority's Leasehold Development Standards prior to performing any structural improvements, modification, or alterations to the assigned space(s). Operator's employees in uniform are prohibited from loitering in the terminal while on breaks or when not actually engaged in performing work. Smoking is prohibited in the terminal or on the aircraft operating ramp, except in such locations as are specifically designated.
- C. Any space provided to the Operator is provided "as-is" condition. Upon termination of the Agreement, all spaces shall be returned to the Authority in the same condition as when received, less reasonable wear and tear.
- D. The Authority will furnish, at the Authority's cost and expense, all utility services generally available in the terminal and required by the Operator to perform its obligations and functions under the Management Agreement. Telephone and computer internet services will be furnished at the Operator's direct expense, but will be considered as reimbursable in the operating budget, as applicable.
- E. The Operator's office shall include all appropriate furnishings and administrative support equipment, to include: telephone/fax and related communications capabilities, properly integrated information system hardware, software, printer, and ancillary equipment, with compatible word processing and spreadsheet software, internet access and centralized e-mail, with connectivity and operating system support for the FuelMaster® fuel inventory reporting and Pneumercator tank monitoring systems; administrative records maintenance files and storage; immediate adjacent vehicle parking; storage and easy access of system OEM manuals, vendor information, records, schematics, and drawings; storage and support capabilities for required and industry-standard equipment, tools, materials, and system support resources; and sufficient space for all administrative support functions. Except for equipment or materials identified specifically herein or in the reimbursable definitions in the Management Agreement, the above furnishings, administrative support and logistical items must be furnished by the Operator at no additional charge to the Authority, except as may be specifically approved.
- F. If the space(s) assigned in **Exhibit D** or otherwise assigned herein are needed by the Authority for other purposes, the Authority reserves the right to require the Operator to relocate to similarly outfitted space(s) on the premises, as determined appropriate by the Authority. The Operator shall be responsible for relocating all of Operator's equipment, materials and any personal items within ten (10) days of receiving notification from the Authority and shall do so at no cost to the Authority, except for additional labor expense outside of normal coverage period for staff activities directly related to the relocation at reimbursable amounts as approved in advance by the Authority.



- G. Operator shall adequately secure keys, key cards, cipher lock combinations, ID badges and/or other entry devices furnished by the Authority, as approved. Operator shall maintain a confidential record of the key numbers for all Authority issued keys to its employees. Operator shall not duplicate and shall not allow such items to be duplicated, and shall immediately report and such item(s) that are lost, missing or stolen to the Authority. Operator will be responsible for the cost of any lost or stolen keys, and the cost of changing any locks or keys.
- H. In the event that space becomes unavailable within the airport, the Operator will be responsible for relocating its to office space off-site to meet the conditions as stated above in Section 10.E. In addition, said space must be located within a fifteen (15) minute response time to the Rental Car Fueling System Fuel Farm and QTAs, and must be approved in advance by the Authority. Only after consent of the Authority may the Operator's lease expenses be added to Operator's Reimbursable Fees in the operating budget.
- I. The Authority, it's agents or employees will have the right to enter the Operator's established office facility, either on or off-airport, during normal operating hours and accompanied by the Operator's designated employees, to perform inspections of Authority-furnished equipment, or to audit and review contact-related documents, to include, but not necessarily limited to contract files, inventory and fuel consumption reports, preventative and repair maintenance service records, or related information. Such records shall be considered the property of the Authority for purposes of Management Agreement, and access to the premises shall be accommodated at all reasonable times, or at any time in case of emergency; or, if an Authority-owned space, to inspect, make repairs, perform custodial or other maintenance services, and/or to exhibit the premises to prospective tenants.

11. Qualifications of Bidders

- A. The Authority requires that all those submitting Bids possess certain qualifications and experience to ensure expert management and a superior quality operation. In addition to attaining the highest level of service, expertise and experience available, the Authority seeks to establish a strong, sound and mutually beneficial relationship with a customer service-oriented organization.
- B. The Authority reserves the right to conduct any investigation it deems necessary to determine the ability of any bidder to perform the work and services requested. Upon request by the Authority, bidder shall provide all such information requested to the Authority. Additional information may include, but will not be limited to, current financial statements prepared in accordance with generally accepted accounting principles and certified by an independent CPA. The Authority may also verify Bidders availability of equipment and personnel; and past performance records.

In addition, the Bidder shall submit with its Bid, a statement of Bidder's credit standing satisfactory to the Authority in the form of one (1) of the following:

- 1) A bank letter of recommendation
- 2) A current credit report
- 3) A Dun and Bradstreet report



The Bidder shall further certify that in the 12-month period immediately preceding its Bid submittal an annual gross income of at least \$1,000,000 from existing agreements directly furnish operation, management, and maintenance of aviation or vehicle fueling systems at commercial service airports or at similar facilities involving operations at least as complex as those specified herein.

- C. The Operator shall, for at least the past year, have and maintain Environmental Compliance and Structural Integrity Systems or related specialty departments dedicated to managing and planning environmental and structural compliance inspection, corrosion analysis, remediation and enhancement programs within their corporate or business structure consistent with the services requested herein. Such department(s) shall consist of full time, qualified, and experienced individuals dedicated to developing and implementing comprehensive fueling system environmental and structural planning and compliance programs at airports or similar complex facilities.

12. Minimum Experience Requirement

In order to be considered by the Authority, a Bidder shall have a minimum of five (5) years of continuous successful experience in operating, managing, and maintaining aircraft and/or vehicle fueling or related systems in the United States at a medium-hub or larger commercial service airport, to include experience in the operation, management, and maintenance of multiple fuel storage tanks, to include receiving of bulk fuel deliveries and properly documenting, testing, maintaining, and auditing fuel inventories. The Bidder shall identify a minimum of one (1) commercial service airports or similar complex common-use fueling facilities where they furnish services at least as complex as those specified herein.

The Bidder shall furnish in its Bid the name, address, contact person and telephone number, e-mail address of a minimum of at least two (2) references where the Bidder has operated, managed, and maintained successful continuous or on-call (24/7) aircraft and/or vehicle or related fueling systems at least as complex as those requested at the Southwest Florida International Airport during the prior five (5) years.

The Bidder shall submit with its Bid, the name, title, qualifications and experience of the anticipated resident Supervisor and Technician who will have dedicated and continuous day-to-day on-site and on-call supervisory and operational responsibility for the services requested in this Request for Bids and the subsequent Management Agreement.

The proposed Supervisor shall have prior experience of at least three (3) years, and the Technician shall have at least two (2) years of experience in the operation, management, and maintenance of aircraft and/or vehicle or similar fueling facilities, including experience with automated fuel inventory management systems, or an equivalent level of education and relevant experience as determined appropriate by the Authority.

Furthermore, the Bidder shall submit the name, title, qualifications of an anticipated Regional Manager, with minimum of four (4) years of experience with aircraft and/or vehicle or similar fueling and/or ground handling facilities, whose involvement will not require full time or on-site involvement in the day-to-day operations, but rather require at least weekly status updates with the assigned site Supervisor and at least monthly site visits, and responsibility for overall management oversight and operational



responsibilities and authority for the services requested in this Request for Bids and the subsequent Agreement.

Any expenses related to the required involvement of the Regional Manager for this operation, to include staff time and travel, as required herein shall be included as a part of the Operator's Management Fee.

13. Organizational Chart

The Bidder shall include with its Bid an organizational chart, including the Bidder's corporate, regional, proposed regional and local management and supervisory structures, as well as the associated environmental and structural support resources.

14. Operating Expense Budget

Under the Management Agreement, the Operator will furnish and perform operation, management, and maintenance of the Rental Car Fueling System herein or as otherwise, from time to time, may be directed by the Authority, for a fixed level of compensation. The collective Rental Car Companies will compensate their designated bulk fuel shippers and/or suppliers directly, as scheduled and coordinated by the Operator, and the Authority shall, at their sole determination and discretion, approve and fund operating and extraordinary expenses associated with activities and services furnished and performed under the Management Agreement. In addition, Operator will report and remit weekly and monthly fuel delivery and consumption reports, itemized by rental car agency, for fuel delivered and consumed through the Rental Car Fueling System in a prescribed time frame and manner.

Operator shall annually prepare and submit, in coordination with the Authority's Contract Manager, a proposed Annual Operating Budget, which shall be reviewed and adjusted as appropriate by the Authority and Operator as a means of monitoring and controlling expenses of Operator, and to measure performance under the Management Agreement. The Annual Operating Budget will be subject to Authority approval as will any unbudgeted, project, and/or extraordinary expenditures that might arise during the course of the budget year, to include personnel expenses, including, but not limited to, wages, payroll taxes, workers' compensation, health care program for full-time, direct, resident, and permanent employees (40 hour work week), benefits, new/revised or reduced positions, and overall staffing levels.

The proposed Annual Operating Budget shall coincide with the Authority's fiscal year (October 1 through September 30), as may be revised by the Authority's Contract Manager at any time during the funding year and will require the written approval of the Authority. Operator shall invoice the Authority the annual Management Fee in equal monthly installments, as bid, through a request for payment, accompanied by the corresponding monthly financial statements and year-to-date financial statements showing actual year-to-date performance against budget. The Authority will reimburse the Operator for direct operating expenses, as provided for in the Management Agreement; however, in no event shall expenses exceed the approved Annual Operating Budget for each respective line item without the prior written permission of the Authority. Reimbursable and non-reimbursable operating expenses will be further described in the Management Agreement.

The Operator shall furnish true and accurate monthly reports, with appropriate supporting invoices and related documentation, to include certified payroll records, as determined appropriate by listing the items and amounts paid by the Operator. Such reports shall be on forms that are acceptable to the Authority and are to be included with Operator's monthly invoice and request for reimbursement, as requested and verified by the Operator's Corporate Account Representative, Controller or CFO, produced by



automated accounting and payroll systems (source documents) prepared and submitted by the Operator's corporate office. As noted in the Management Agreement, the Authority shall not be required to make any reimbursement to the Operator for any such month until such reports are submitted.

15. Confidential Security Programs

Operator acknowledges that the Southwest Florida International Airport Security Plans and other critical operational and security initiatives and materials are confidential and exempt from disclosure as public records under Section 331.22 and 281.301 Florida Statutes. Operator agrees not to divulge, furnish, or make available to any third person, firm, or organization, without the Authority's prior written consent, any information regarding the Airport security system or the contents of the Airport security plan or any other sensitive security or operational material or information concerning the services provided by the Operator under the Management Agreement, and shall require all of its employees, agents, and subcontractors to comply with the provisions of this paragraph.

16. Regulated Area Security Maintenance

Employees of the Operator or subcontractor who must work full or part time within the Secured Area Security Identification Display Area (SIDA) or the Air Operations Area (AOA) at Southwest Florida International Airport must qualify for and obtain appropriate Airport-issued identification badges, which must be worn at all times while within the aforementioned areas.

Airport-issued identification badges must be worn and displayed above the waist on the outermost garment being worn so as to be clearly visible in order to distinguish, on site, employees assigned to a particular vendor and the employee's Regulated Area access level. Identification badges are issued individually, and may not be shared with any other person. Airport-issued identification badges are the property of the Lee County Port Authority, and must be returned at the end of the Management Agreement or end of Operator or any employee's work duties at Southwest Florida International Airport, whichever comes first. Drivers of delivery or hauling vehicles are not required to obtain Airport-issued photo identification badges, but all airport escort rules apply.

The Operator and/or subcontractor(s), as applicable, shall be required to complete Signatory Authority training through the Aviation and Security Department's Access Control Office for the purpose of the following:

- A. They will be responsible for any persons in their employment including subcontractors and their employees, and material suppliers.
- B. The Airport does not issue temporary identification badges in the event an employee leaves their Airport-issued ID at home or loses it. Employees who have been issued airport ID, but are not in possession of the ID, are not eligible for escort into any Regulated Area of the airport.
- C. Any Operator and/or subcontractor(s) employee not in transit, who is outside of their assigned work area, shall be removed from that area. The Operator or subcontractor may not be permitted to utilize that individual for any further work on Airport property, as determined by the Authority.
- D. Any badged employee of the Operator and/or subcontractors that causes a security violation to occur shall be required to comply with any corrective actions as determined by the Authority. Failure to do so may result in revocation of that employees' access. Additionally, any Operator



and/or subcontractor employee that causes a violation that results in a fine or civil penalty issued by the Transportation Security Administration, the Federal Aviation Administration, or the U.S. Customs and Border Patrol, shall be responsible for the payment of the fine or civil penalty. The Operator shall be jointly responsible for the payment of any fine or civil penalty assessed, and the Management Agreement may be subject to termination.

- E. Operator and/or subcontractors are responsible for control of ID badges issued to their employees. Employees who quit or are terminated must return their ID badges to their respective supervisor or to the Airport's Access Control Office. If the ID is turned over to the employee's supervisor, the supervisor must turn the ID over to the Access Control Office within twenty-four (24) hours. It shall be the Operator and/or subcontractors' responsibility to notify the Airport Communications Center immediately at the moment of awareness of any employee whose employment was terminated or who terminated their employment. The Airport Communications Center can be reached on a twenty-four hour a day, seven day a week basis at (239) 590-4810. The Operator and/or subcontractors is also responsible for submitting a letter, on company letterhead, regarding the status of the employee. The letter is to be directed to the Access Control Office and is to be submitted within twenty-four hours of the termination.
- F. The Operator and subcontractors may be required to obtain additional access privileges and ID badge accreditations to work in the Federal Inspection Station (FIS), including the In-Transit Lounge (ITL). This access and the conditions and requirements thereof are administered directly by the U.S. Customs and Border Patrol at the Southwest Florida International Airport. The direct cost of any bonding required for access to the FIS shall be reimbursed by the Authority, without markup, upon receipt of evidence satisfactory to the Authority for payment of said bond(s).

17. AOA Vehicle and Driving Requirements

Any Operator or subcontractor personnel that require airside apron driving privileges shall be required to attend and pass the Non-Movement driving course provided through the Access Control Office prior to driving company vehicles on the AOA (Air Operations Area). All applicable Operator/contractor or subcontractor vehicles that will be utilized on the AOA of the Airport must display a valid AOA permit. AOA vehicle permits for properly licensed and insured Operator/contractor or subcontractor vehicles are available through the Airport Operations and Safety Department.

18. Examination of the Site

Prospective Bidders are solely responsible for examining the site(s) and verifying all information in this Request for Bids and all site conditions. All Bidders shall take into consideration all such conditions as may affect the work under the Management Agreement.

19. Observations by the Authority's Representatives

Authority or its' designee will conduct on-site observation and monitoring at its' discretion. The Authority, or its authorized representative may inspect, monitor or review any particular area or Operator personnel, as well as contract associated employee schedule and time and attendance records, and at times and periods as determined necessary and appropriate. Operator's personnel shall comply and cooperate with the Authority's representative or designees performing such observations and monitoring.



20. Auditable Books and Records

The Operator shall maintain auditable records concerning the operation adequate to account for all receipts and expenditures, to include payroll registers (source document), employee-specific manual or electronic time cards, payroll taxes and insurance documents, health care plan records to include payment confirmation to the insuring agency or broker, and related personnel expenses, in order to document compliance with the contract specifications. The Operator shall also maintain all books, documents, inventory reports (fuel, parts and materials, and tools and equipment), and accounting records and other evidence pertaining to the goods and services provided under the Management Agreement, and make such materials available at its offices at all reasonable times. These records shall be kept in accordance with generally accepted accounting methods, and the Authority reserves the right to determine the record-keeping methods in the event of nonconformity. Copies of said records will be furnished by the Operator if requested. These records shall be maintained for seven (7) years (and as required by Federal or State law and/or regulations) after expiration or termination of the Management Agreement and shall be readily available for inspection with reasonable notice.

21. Compliance with All Laws

The Operator is required to be familiar with and agrees to observe and comply with all federal, state and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

22. Uniforms

Operator's employees shall be in uniforms or other identifying standardized clothing, presenting a neat and professional appearance at all times when on duty, clearly identifying the name of the company and of the employee on the front of the uniform. Any equipment, protective apparel, or product application devices used must also present a neat and professional appearance.

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PART D – PROJECT OPERATIONAL SCOPE OF SERVICES

1. Scope of Services

The Operator shall be required to operate, manage, and maintain a Rental Car Fueling System at the Southwest Florida International Airport, furnishing the highest level of customer service to the rental car agencies at the Airport. The operation, management, and maintenance of the Fueling System shall be conducted at all times in a manner that is approved by the Authority.

To ensure this level of service is realized, each Bidder shall submit with their Bid a summary Operation, Management, and Maintenance Plan which will be evaluated based on the quality of operating, management, and maintenance procedures with respect to a functional task operating program, facility maintenance program, quality control program, inventory management program, employee training programs, and related processes.

Operator's scope of services will include, but not be limited to, the core elements as described in this Request for Bids and all other duties as specified in the Management Agreement. The successful Operator shall operate, manage, and maintain a Rental Car Fueling System in accordance with a comprehensive written Operations and Procedures Manual, to be approved by the Authority, detailing the plans for the day-to-day operations of the proposed services to include contingency plans. The Operation and Procedures Manual shall be submitted to the Authority for approval thirty (30) days prior to the Commencement Date.

In addition to those services to be provided by the Operator pursuant to the other provisions of this Request for Bids, the Management Agreement, or the Rent-A-Car Concession Agreement, the following services shall be furnished at the Airport by the Operator on behalf of the Authority in accordance with an Operations and Procedures Manual to be prepared by the Operator and approved by the Authority, as it may from time to time be amended, replaced, or supplemented. The Operator shall furnish all labor, material, equipment, resources, and technical expertise required to operate, manage, and maintain a Rental Car Fueling System and to perform management and administrative services related thereto.

Such services shall include, but will not be limited to, the following items and services:

- A. Maintain, repair, replace, calibrate, and inspect the Rental Car Fueling System, including all future improvements and additions thereto, and all vehicles and equipment used by the Operator, in order to keep the Fueling System:
 - 1) In good, safe, secure, and efficient operating condition and repair;
 - 2) In sanitary and aesthetically favorable condition;
 - 3) Compliant with all applicable laws, rules, and regulations; and
 - 4) Compliant with all rules and directives as established by the Authority.

- B. On a scheduled basis, inspect or cause to be inspected, the Fueling System to ensure that it is compatible with safe and efficient operations. Such schedule and inspections shall be provided based on industry standard, manufacturer recommendations, DEP and NFPA requirements, whichever is most stringent for the Fueling System at the Airport. Resulting documentation will be made available to the Authority's Contract Manager.



- C. Research, compile, analyze, and present, when requested by the Authority's Contract Manager, special reports on operations and financial matters for the Fueling System.
- D. Take such measures as are reasonably required in order to secure the Fueling System and to prevent tampering with the storage and distribution facilities, buildings, and equipment; however, the Operator shall not be required to provide guards in the normal course of business.
- E. Prior to the Commencement Date, and before commencing operation, management, and maintenance activities for the Fueling System, prepare for and obtain approval from the Authority an Operation and Procedures Manual which shall include operations, safety, security, quality control standards, maintenance, and preventative maintenance programs.
- F. Perform such other functions relating to the operation and maintenance of the Fueling System as the Authority may reasonably authorize or request.
- G. Furnish management and technical personnel to attend meetings required for the orderly and efficient operation of the Fueling System, including, but not limited to, meeting with the Authority's Contract Manager, the Fueling Companies, Shippers, Suppliers, Maintenance subcontractors, regulatory agencies, and others.
- H. Ensure the safe, secure, and efficient transportation of Gasoline through the Fueling System, including maintenance, surveillance, and quality control of the Fueling System and of Gasoline transported through the System.
- I. Coordinate among the Authority's Contract Manager, the Fueling Companies, Shippers, and Suppliers for deliveries of Gasoline into the Fueling System to ensure that the Fueling System is utilized in the most efficient and economical manner, considering consumption trends, seasonal demand, system operating requirements, and other factors.
- J. Upon request of the Authority's Contract Manager and the Fueling Companies, assist in the coordination of exchanges of Gasoline among Fueling Companies as necessary.
- K. Provide a report of the quantity of Gasoline available in the Fueling System to the Authority or any Fueling Company upon request of the Authority's Contract Manager.
- L. By the tenth (10th) day of each month, provide the Authority's Contract Manager with the total Gallonage dispensed from the Fueling System, the total Monthly Gallonage dispensed by each respective Fueling Company from the Fueling System, the total amount of Gasoline delivered into the storage tanks as supported by delivery bills of lading or similar document, the actual expenses comprising the Total Operating Cost of operating, managing, and maintaining the Fueling System to allow the Authority's representative to calculate and invoice the monthly collective Fueling System Charges.
- M. Research and resolve problems and respond to requests for information as reasonably requested from the Authority, Fueling Companies, Shippers, Suppliers, and others, as approved by the Authority.
- N. Monthly, track the number of Gallons each Fueling Company has delivered to the Fueling System and the number of Gallons each Fueling Company has remaining in the Fueling System. Consult with the Authority's Contract Manager regarding any Fueling Company or Companies



who's Gasoline inventory falls below 1,000 gallons to determine if their fueling operations should be suspended.

- O. Be responsible for compliance with applicable environmental laws, rules, regulations, and ordinances, including but not limited to required site inspections, and for assisting and/or coordinating with the Authority in the securing and maintenance of all necessary plans, permits, licenses, tank registrations, documents, etc., of an environmental nature, and furnish detailed reports on such items, as appropriate and required herein.
- P. Ensure that all Fueling Companies, Shippers, and Suppliers are properly accessing and using the Fueling System and that established procedures and contractual obligations are met and followed.
- Q. Protect and secure the Gasoline and the Fueling System from the introduction of any substances which change the specifications of the Gasoline after delivery thereof to the Fueling System and take all other reasonable steps to preserve the quality of the Gasoline in its possession in the Fueling System.
- R. Maintain and keep current, complete and accurate books and records for the allocation among the Fueling Companies of the Total Operating Cost of maintaining and operating the Fueling System; and
- S. Consult with the Authority's Contract Manager to make reasonable prorations, estimates and allocations concerning shrinkage or expansion of Gasoline volume, losses due to leaks, spills, evaporation, temperature variation, theft, and the like. The Operation and Procedures Manual will include a procedure for determining the monthly variance in fuel inventory based on industry standard, and provide for reporting of conditions or events that impacted the variance for the reporting period.

2. Inventory

The Operator shall serve as the Agent of the Authority as it relates to the scheduling and coordinating the delivery, acceptance, testing, and transfer of Gasoline delivered by the Fueling Companies or their Shippers or Suppliers to the Rental Car Fueling System.

- A. The Operator's authority and responsibility in such respect shall include, but not be limited to, the following items:
 - 1) Subject to Item 2.B, below, and in accordance with instructions from, and as Agent for the Authority, coordinating with Shippers and Suppliers deliveries of Gasoline to the Fueling System for use by the Fueling Companies.
 - 2) As Agent for the Authority, accepting deliveries of Gasoline on behalf of the Fueling Companies by the Fueling Companies' Shippers or Suppliers
 - 3) Properly storing Gasoline so delivered into the Fueling System; and
 - 4) Checking each delivery of such Gasoline for quantity and, as provided for herein, examining each delivery of Gasoline for quality assurance purposes.

The Authority shall accept the Agent/Operator's determination of the quantity of any delivery, except in the case of fraud, gross negligence, mismanagement, or willful misconduct by the Operator, its agents, officers, employees, or subcontractors. By reason of accepting delivery of



such Gasoline, and acting as Agent of the Authority as set forth above, the Operator shall not be responsible in any way, or incur any liability whatsoever to any Fueling Company or Companies, or any Supplier or Shipper for any charges or for payment for such Gasoline, and the Authority shall indemnify the Operator and hold it harmless from and against any and all claims, liabilities, damages, losses, and judgments, including costs and expenses incidental thereto, which may be suffered by, accrue against, be charged to, or recoverable from the Operator, by reason of any claim for payment by the Supplier or Shipper for such Gasoline delivered for the account of such Fueling Company or Companies, except to the extent such claims, liabilities, damages, losses, and judgments, including costs and expenses incidental thereto, are caused or contributed to by the fraud, negligence, mismanagement, or willful misconduct of the Operator, its agents, officers, employees, or subcontractors.

To the extent such fraud, negligence, mismanagement, or willful misconduct factors may contribute to a claim for payment by the Supplier or Shipper for such Gasoline delivered for the account of such Fueling Company Companies, and to the extent the amount or amounts of unaccounted for fuel in dispute can be demonstrated, as determined and confirmed by the Authority, the Operator shall hold the Authority harmless for, and be solely responsible to defend any justifiable claim(s) which might be made by the Supplier or Shipper for such Gasoline in dispute, and shall further negotiate any resulting payments for such claims, as adequately demonstrated and properly justified, directly with the Supplier or Shipper by appropriate and reasonable means.

B. Acceptance Procedures

The acceptance of Gasoline by the Operator on behalf of the Fueling Companies pursuant to this section shall be in accordance with the following requirements.

- 1) At the time of, or prior to, each delivery, the Fueling Company's Shipper or Supplier shall deliver to the Operator at the Airport a delivery ticket, bill of lading, or loading certificate (or similar document) which shall specify (a) the grade of such Gasoline; (b) the quantity contained in the shipment being delivered to the Fueling System; and (c) that the Gasoline has been tested and certified to meet the specifications of the Fueling Companies.
- 2) Promptly after each delivery of Gasoline, the Operator shall complete or cause to be completed a receipt showing the date and time of such delivery, the quantity of such delivery, and the grade and source of the Gasoline delivered. Such receipt shall be in such form as shall be prepared by the Operator and copies shall be provided by the Operator to the Authority's Contract Manager, the Supplier and/or Shipper, and the Fueling Companies, and included by delivery date and quantity in the monthly fueling report; and
- 3) The Operator shall be responsible for carrying out the processes established in the Operations and Procedures Manual and such other guidelines as may be submitted by Operator and approved by the Authority for verifying the quality and quantity of Gasoline delivered into the airport's Fueling System.

C. Gasoline Acceptance and Rejection Criteria

At the time of each delivery of Gasoline, the Operator shall perform (and make a record thereof) simple visual tests to ascertain the correct type of Gasoline, or to observe potential accumulation of sediments or water contamination delivered to it regardless of any delivery ticket or loading



certificate (or similar document), or such other tests as may be required pursuant to the Operating Manual or under then current standard industry practice in the United States. The Operator shall reject any Gasoline which fails to meet minimum industry standards associated with such tests and does not meet required specifications. All Gasoline meeting such test criteria may be taken into storage.

Except for of making the aforesaid tests, the Operator shall have no responsibility whatsoever for the quality of the Gasoline delivered by or on behalf of a Fueling Company by the Fueling Companies' Supplier or Shipper. The Authority shall indemnify the Operator and hold it harmless from and against any and all claims, liabilities, damages, losses, and judgments, including costs and expenses incidental thereto, which may be suffered by, accrue against, be charged to, or recoverable from it, by reason of the Operator's rejection of any Gasoline delivered by or on behalf of a Fueling Company, provided that in so rejecting such Gasoline the Operator shall have acted with reasonable care, consistent with its obligations hereunder and in accordance with the Operating Manual or then current standard industry practice in the United States, whichever is more strict.

The Operator shall promptly notify the Authority and the affected Fueling Companies of any rejections by it of Gasoline hereunder, and shall retain records relating to Gasoline acceptance tests for at least six months after the performance of such tests.

D. Condemned Gasoline

If any of the Gasoline delivered to and stored by the Operator is contaminated or otherwise unfit for use (hereinafter referred to as "Condemned Gasoline") the Operator shall cause the same to be segregated and isolated to prevent any further contamination of other useable fuel inventories. If the Condemned Gasoline becomes such because of the negligence, mismanagement, or willful misconduct of the Operator, its agents, officers, employees, and/or subcontractors, it shall be remedied by the Operator at the Operator's expense. The Operator's liability for Gasoline lost, contaminated, or otherwise damaged or destroyed while in the Operator's custody or control shall be limited to the replacement value of such Gasoline, the cost of removing and replacing such Gasoline, any costs of environmental remediation, and any fines or charges and all costs associated with tank cleaning and filter replacements required due to the contaminated Gasoline. When and/or if any Condemned Gasoline has been made unusable, the Operator shall furnish a document similar to that provided for in Item 2.B, above.

E. Records / Accounting

The Operator shall maintain such accounting records and such measuring and metering devices, equipment, procedures, receipts, reports, and spreadsheets as will accurately show to the reasonable satisfaction of the Authority all of the Operator's Gasoline service transactions involving the Rental Car Fueling System at the Airport. The Operator shall cooperate with the Authority in taking of a physical measurement of the Gasoline inventories and reading of meters at such times as the Authority, within reason, may deem appropriate and necessary, and shall make its records readily available to the Authority's Contract Manager and the Fueling Companies or their designated representatives during such audits for ready determinations of all transactions respecting the Fueling Companies' property. The Authority's Contract Manager shall have the right to gauge and take samples from the Fueling System or from any equipment, or review any system or related reports and spreadsheets, used in conjunction therewith.



F. Ownership

The Gasoline, the receipt of which is accepted by the Operator into the Fueling System, shall, at all times, be and remain the property of the Fueling Company or Companies for whose account such Gasoline is taken into the Fueling System, unless such Gasoline is transferred to another Fueling Company.

The Operator shall not be responsible in any way, or incur any liability whatsoever to a Fueling Company or Companies for any payments for or charges related to Gasoline, and the Authority shall indemnify the Operator and hold it harmless from and against any and all claims, liabilities, damages, losses, and judgments, including attorney's fees, costs, and expenses incidental thereto, which may be suffered by, accrue against, or be charged to the Operator by reason of any claim for payment by any Supplier or Shipper of Gasoline delivered for the account of a Fueling Company or Companies or by reason of the Operator's proper rejection of any Gasoline tendered for transportation through the Fueling System for the account of a Fueling Company or Companies.

G. Commingling

The nature of the Fueling System requires commingling of the Gasoline. The Operator will not be required to segregate or distinguish Gasoline received for eventual delivery to a Fueling Company. No Fueling Company shall be entitled to store in the Fueling System Gasoline in excess of quantities allowable by the Authority's Contract Manager, and the Operator shall not permit any Fueling Company to store any quantities in excess thereof. Accordingly, no Fueling Company shall have a volume reside in the system that exceeds their ten (10) day average volume through-put based upon the previous six months volume for that Fueling Company, unless approved in advance, through the Operator, by the Authority's Contract Manager.

H. Reconciliation

The Operator shall at a minimum monthly, unless directed otherwise by the Authority's Contract Manager, reconcile the physical inventory to the calculated inventory in accordance with the Operation and Procedures Manual and present such reconciliation to the Authority and/or the Fueling Companies or their designated representative, as applicable. Such reconciliation shall explain to the Authority's and the Fueling Companies' reasonable satisfaction the receipt and distribution of all Gasoline, including all operating gains and/or losses, and reasonable industry variances of inventory. The Operator shall be required to account to the Authority and each Fueling Company, or designated representative, for the quantity of Gasoline delivered or transferred to it by another Fueling Company plus or minus such applicable share of the actual gain or loss as determined by the monthly reconciliation process.

I. Gain / Loss Responsibilities

The Operator shall be responsible for all losses of Gasoline that result from the Operator's negligence, fraud, mismanagement, and/or willful misconduct. The Operator shall also be responsible for all losses or disappearances of Gasoline from inventory in excess of 0.50% of yearly dispersals from the Fueling System that cannot be reconciled, or adequately explained as a normal operating loss reasonably beyond the Operator's control.



Within thirty (30) days following the conclusion of the Authority’s Fiscal Year, the Operator shall replace all such losses or disappearances of Gasoline in excess of 0.50% of yearly dispersals from the Fueling System over the course of the previous year not reconciled or adequately explained as provided for above, such replacements to be allocated to all participating Fueling Companies of the Fueling System during such previous year, based upon the respective dispersals of all such Fueling Companies that owned Gasoline in the Fueling System during the period or as otherwise directed by the Authority. All gains and losses for which the Operator is not responsible shall be determined monthly and shared proportionately by the Fueling Companies based upon total monthly volumes withdrawn from the Fueling System for the months in question.

J. Abnormal Losses

The Operator shall promptly report with an explanation and account to the Authority’s Contract Manager and each Fueling Company, or designated representatives, for all actual losses of Gasoline, as the case may be, which arise out of or are in any way connected with the furnishing of any of the services performed by the Operator under the Management Agreement and caused by the negligence or mismanagement of the Operator, its agents, officers, employees, and/or subcontractors.

K. Negative Inventories

The Operator shall not permit any Fueling Company to operate in a negative inventory position unless previous arrangements have been made among Fueling Companies to exchange, transfer or borrow Gasoline and evidence of such arrangements by such Fueling Companies has been previously documented to the Operator by all parties involved in the transaction and approved by the Authority.

L. Fueling System Access

The Operator will allow only the Fueling Companies certified to it in writing by the Authority’s representative to access the Fueling System to withdraw Gasoline and dispense Gasoline unless otherwise approved by the Authority. The Operator will not allow a Fueling Company to withdraw or dispense Gasoline in an amount greater than its inventory in the Fueling System. The Operator will be responsible for ordering of Gasoline deliveries into the Fueling System to meet both needs of the system and the Fueling Companies.

M. Additional Participating Fueling Companies

From time-to-time one or more additional entities may become Fueling Companies in accordance with the Rent-A-Car Concession Agreement. Upon certification by the Authority’s Contract Manager, Operator shall accept each such additional entity as a Fueling Company effective on the date certified to it by the Authority.

3. Environmental

A. Hazardous Substances

As used herein “Hazardous Substance” means any hazardous or toxic substance, material or



waste, petroleum or petroleum by-product which is or shall become regulated by any governmental entity, including, but not limited to, the County of Lee, the State of Florida or the United States Government.

B. Compliance, Permits and Plans

Operator agrees to comply with all applicable present and future environmental and safety rules, regulations, restrictions, ordinances and other laws of federal, state, or local governmental entities relating to Hazardous Substances, and agrees to obtain, implement, and maintain all applicable permits and plans, as appropriate and necessary for its operations as coordinated with the Authority.

C. Specialty Licenses

In the event the Operator is requested to perform work on the Rental Car Fueling System that would require a State of Florida Pollutant Storage Systems Contractors (PSSC) License, the Operator shall obtain such license, or utilize the services of an authorized subcontractor that is properly licensed to perform such work, as provided for herein.

D. Hazardous Substance Contamination

The Operator shall be responsible for and shall indemnify the Authority against contamination of the Fueling System by Hazardous Substances.

E. Releases

Fueling System releases of Hazardous Substances discovered or caused by the Operator will be reported immediately to the Authority in accordance with federal, state, or county government requirements. Upon discovery of a release, the Operator will immediately initiate procedures to mitigate the release. Financial responsibility for any and all hazardous substance contaminations, including fuel releases, regardless of cause will inure to the Operator, except and to the extent such cause can be attributed to a third party, for which the Operator will be responsible to seek remediation with such party as deemed necessary and appropriate.

4. Fees and Charges

During the term of the Management Agreement, the Authority shall reimburse to the Operator the Fueling System's Total Contract Operating Cost. The Fueling System's Total Contract Operating Cost shall consist of the Fueling System Direct Contract Costs minus the Fueling System Credits as defined in the Management Agreement.

A. Fueling System Direct Contract Costs shall include items, to the extent actually paid by the Operator, as provided for in the Management Agreement, plus the Operator's Management Fee, as bid.

B. Fueling System Credits shall include the following items to the extent such items are related to the services provided by the Operator:

1) Damages to the Fueling System caused by negligence of a Fueling Company;



- 2) Proceeds from the sale or disposition of Fueling System Capital Assets and insurance or condemnation proceeds related thereto.

Upon notification by the Operator, charges identified above shall be invoiced by the Authority to the Fueling Company(s). Fueling System Credits shall be provided to the Authority and applied to the monthly Total Operating Cost prior to its allocation to the Fueling Companies. All Fueling System Credits shall be applied by the Authority to the Total Operating Cost in the month following the month in which the Fueling System Credits accrued.

- C. Costs Excluded from the Fueling System's Total Operating Cost shall include items as defined in the Management Agreement.

- D. Cost Allocations

Each of the Fueling Companies shall be invoiced by the Authority and shall pay the Authority monthly for its share of the Fueling System's Total Operating Contract Cost as determined herein and included in the Fueling System Charge calculation provided in the Rent-A-Car Concession Agreement, as may be amended, renumbered, or replaced.

- E. Expenditures

Expenditures for outside services or materials not approved in the annual budget and in excess of \$3,000.00 (or as otherwise determined by the Authority, in the aggregate, or other expenses as directed, for the then current budget year must be approved by the Authority. If reasonably feasible, certain purchases may be subject to a competitive Bid, as determined appropriate by the Authority. Purchases of materials or services from any party in any way affiliated with the Operator shall be specifically disclosed in writing to the Authority shall be subject to the prior written approval of the Authority.

The foregoing shall not be deemed to restrict the Operator from taking appropriate action in the event of an emergency.

5. Standards of Operations

- A. Hours

The Operator shall be required to furnish regular on-site and on-call response operation, management, and maintenance services for the Rental Car Fueling System twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year, with the goal of furnishing continuous on-site coverage a minimum average of twelve (12) hours per day, or as otherwise determined necessary by the Authority with input from the Operator based on a needs analysis and in consideration of applicable budgetary impacts.

- B. Fueling System Response Requirements

During on-site operational hours, the Operator shall be required to respond within fifteen (15) minutes of a request for service or report of immediate action to the QTA fueling area or the fuel storage tank farm, or any portion thereof of the Fueling System. During non-covered hours, the Operator shall demonstrate the ability to respond with a properly qualified and approved technician/mechanic to the airport within sixty (60) minutes of a request for immediate service at all times.



C. Impartiality

The Operator shall furnish services on behalf of the Authority impartially to each Fueling Company and shall not favor any Fueling Company over any other.

D. Efficient Operation

The Operator shall operate the Fueling System in an efficient, prudent and economical manner and shall act in good faith to keep the Total Operating Cost to a minimum consistent with the level and type of service desired by the Authority. The Operator shall comply with all directives, rules, and procedures prescribed by the Authority and all applicable governmental laws, rules and regulations.

E. Staffing and Budget

Prior to February 1 of each calendar year, during the time the Management Agreement is in effect, the Operator shall coordinate with and submit to the Authority for approval the Operator's proposed budget and staffing plan for the Fueling System, prepared in accordance with the applicable ATA Standard Budget Format. The budget and staffing plans shall include an identification of job positions, scope of duties, and wage and benefit levels. The Operator shall furnish personnel for the Fueling System in accordance with the approved staffing plan. At the reasonable request of the Authority's Contract Manager, the Operator shall periodically submit to the Authority a revised budget for the Fueling System. All original and any revised budget submittals must be approved by the Authority

F. Employees of Operator

The Operator must agree to utilize only experienced, responsible, and competent personnel who can work productively with limited supervision to perform all phases of work covered by the Management Agreement. Operator's personnel shall have a minimum of a high school diploma or equivalency, and must attend continuing education and training courses in compliance with state or industry certification and licensing requirements and consistent with the services to be performed at the Airport.

The Authority may require the Operator to remove from the work site any employee(s) who endanger persons or property or whose continued service under the Management Agreement is inconsistent with the interests of the Authority in its sole determination. Only authorized employees of the Operator shall be allowed on Airport premises. Operator employees are not to be accompanied in their work area by acquaintances, family members, assistants or any other person unless said person is an authorized employee of the Operator with a justifiable need to be on the premises in the performance of work under the Management Agreement.

Employees of the Operator engaged in furnishing and performing services under the Management Agreement shall be considered employees of the Operator for all purposes and shall under no circumstances be deemed to be employees of the Lee County Port Authority. The Operator shall train and, as necessary, retrain its employees in accordance with training procedures to be developed on or before commencement of services under the Management Agreement and approved by the Authority as part of the Operating and Procedures Manual. Operator shall maintain appropriate records to document such training and retraining. The Authority or its representatives shall not have any right or responsibility to supervise or control



any employee of Operator. Any complaint or request concerning the performance of services by the Operator shall be made by the Authority to Operator in writing with a copy to the Fueling Companies. When present at the Airport, the Operator's employees shall not display any insignia or name other than that of the Operator.

6. Accounting

A. Books, Records, and Accounts

The Operator shall at all times keep and maintain complete accurate books, records, and accounts from it shall determine the cost to it of services rendered hereunder, to include the amount of any Extraordinary Costs and/or Credits.

B. Accounting Audits

Upon request of the Authority or the Fueling Companies, the Operator shall employ an auditor (who at the Authority's option, may be a certified public accountant regularly employed to audit the Operator's books or any other certified public accountant selected by the Authority), or utilize its own designated auditor, to carry out an examination of such books, records and accounts, to include financial accounting and related operating budget records, and/or fueling inventory and related records. The cost of any such requested services shall be part of the Fueling System's Total Operating Cost herein. The books, records, and accounts, including expenditures, fuel received, and fuel consumed, inventory reports, or operating processes of the Operator pertinent to the Management Agreement shall, at all reasonable times, be accessible to and open for inspection, examination, and audit by the Authority and its authorized representatives, without delay, whether such reports, records, or data are available on or off airport.

Subject to requirements of law, all books, records, and accounts which have been audited by the Authority may be disposed of five (5) years after the last of any such audit, after providing notice to the Authority. Upon the Authority's request, the Authority may take possession of such books, records, and accounts.

C. Fueling Companies' Accounts

The Operator shall maintain current, complete and accurate records of the allocation among the Fueling Companies of the Fueling System's Total Operating Cost.

D. Inventory Accounting

The Operator shall maintain on a current basis complete and accurate books and records and make reports to the Authority in such form and detail as may be specified by the Authority of deliveries, storage, withdrawals, gains and losses of Gasoline, expenses of the Fueling System and allocation of expenses; all such records shall be prepared in at least duplicate and Operator shall, by the second business day of each calendar month, provide the Authority with a report of the total amount of Gasoline received and dispensed pursuant hereto, and Operator shall be responsible for determining that the actual amount of any delivery to or by Operator shall be correct and accurately reflected by its records.



E. General Accounting Practices

The Operator shall:

- 1) Maintain general ledger, including journals, subsidiary ledger interface, software upgrades, and account reconciliation and monthly/annual trial balance compilations;
- 2) Maintain fixed asset ledger, consistently in accordance with generally accepted accounting principles, and tax depreciation computations; and periodic reporting for insurance and tax purposes;
- 3) Maintain accounts receivable ledger, including receipts posting, cash application, past due correspondence and follow-up; prepare past due aging summary along with documentation and follow-up;
- 4) Process accounts and notes payable, including preparation of note payment amortization schedules and checks; review documents, and prepare cost/capital account application for the payment of leases, construction progress payments, taxes, management fees, rental payments, debt service payments, professional fees, customs broker fees and other miscellaneous payments; and upon notice to the Authority, reject all payment requests that are not appropriate or correct.

7. Billing

A. Financial Responsibility

The Operator will be fully and financially responsible for all expenses associated with the Management Agreement. The Authority will be fully and financially responsible for the invoicing and collection of Fueling System Charges, including the Fueling System's Total Operating Contract Cost, payable by the Fueling Companies.

B. Discontinuation of Services

The Operator shall, upon notification from the Authority, stop delivering all services provided for under the Management Agreement to any Fueling Company which has not paid in full its Fueling System Charge within thirty (30) days after invoice date, as may be directed by the Authority's Contract Manager. The Operator shall be obligated to inform the Fueling Company, in writing, at least ten (10) business days before service discontinuance is implemented. At the Authority's discretion, the Operator may be instructed by the Authority to suspend a Fueling Company's ability to dispense Gasoline if such Fueling Company's Fueling System Gasoline inventory falls below 1,000 gallons.

8. Fueling System Capital Assets

A. Acquisition

From time to time upon written directions from the Authority and upon written agreement between the Operator and the Authority setting forth the estimated cost, method and details of financing (or leasing), and an amortization schedule (or lease term), the Operator shall acquire Fueling System Capital Assets.



B. Security Interest

The Operator hereby grants to the Authority a security interest in each and every Fueling system Capital Asset in order to secure the Operator's obligations under this Management Agreement. The Operator shall cooperate in the filing of such financing statements, continuation statements and other documents deemed by the Authority as necessary or appropriate to evidence the interest of the Authority in Fueling System Capital Assets.

The Operator shall keep all Fueling System Capital Assets free and clear of any and all liens except liens approved in writing and in advance by the Authority. The Operator shall protect its interest and the interest of the Authority in Fueling System Capital Assets from all claims and liens of all third parties and shall maintain a current inventory of such Fueling System Capital Assets.

C. Sale or Disposition of Fueling System Capital Assets

The Operator shall not sell or dispose of any Fueling System Capital Assets without the prior written approval of the Authority. Any amount received by the Operator upon the sale or disposition of a Fueling System Capital Asset which is in excess of the Operator's unamortized investment therein shall be credited, or utilized as trade value as appropriate, to the Authority or Fueling Companies as determined appropriate by the Authority.

Any amount received by the Operator upon the sale or disposition of a Fueling System Capital Asset which is less than the Operator's unamortized investment in a Fueling System Capital Asset and any improvements or modifications capitalized in accordance with generally accepted accounting principles consistently applied, less the cumulative amount charged to the Fueling Companies, excluding interest, shall be included as a Total Operating Contract Cost pursuant to the terms of the Management Agreement.

9. Rental Car Fueling System Maintenance

A. Fueling System Cleaning and Aesthetics

Operator shall perform routine, preventative, and emergency repairs, maintenance and regular inspections on the Rental Car Fueling System facilities, to include all sweeping, pressure cleaning and debris removal.

- 1) The Operator shall be responsible for all general cleaning and maintenance of the Rental Car Fueling System areas, to include the Fuel Storage tank farm and associated areas, QTA Fueling System pumps, hoses, and dispensers, and all system exposed piping and sump pits, and other assigned facilities, as directed by the Authority's Contract Manager. The Operator shall maintain these areas in a safe, clean, neat, orderly, and attractive condition, to include pickup and removal of all trash, debris and garbage as applicable.
 - a) The Operator shall be responsible for inspecting and maintaining fire extinguishers in the Assigned Areas in accordance with established codes and procedures.
 - b) Operator shall be responsible for general maintenance and repair of all areas and components of the Rental Car Fueling System, except such items as may be



- performed by the Authority at its discretion, schedules for which will be submitted to the Authority's Contract Manager for approval, consistent with the Annual Operating Budget.
- c) The Operating Manual shall include a Preventative Maintenance (PM) schedule, with specific tasks and frequencies, for all equipment and components of the Fueling System, in accordance with the manufacturer's OEM manual and recommendations, and the Operator shall document and retain such work completed on approved inspection forms, and report to the Authority the PM items performed each month.
 - d) Operator will be responsible for the installation, repair, and maintenance of all signage on the Assigned Areas.
 - e) Operator will be responsible, through its own employees or by use of an approved subcontractor, for sweeping, scrubbing and debris removal in the Assigned Areas, including the tanks, containment areas, sump pits, loading areas, enclosures and storage facilities, pumps, piping, etc., on a schedule submitted for approval by the Authority's Contract Manager.
 - f) The Operator shall also be responsible for the pressure cleaning horizontal and vertical surfaces of the Rental Car Fueling Facilities, as appropriate and coordinated with the Authority's Contract Manager, to include removal of cob webs, stains, mold, and dust on exposed surfaces, on a schedule to be submitted for approval by the Contract Manager.
 - g) The Operator will be responsible at its own cost and expense without reimbursement by the Authority, for repairs to the Rental Car Fueling System, or other Authority property or patron property determined to be a result of negligence, maltreatment or neglect by Operators' employees.

B. Fueling System Maintenance and Repair

The Operator will perform scheduled preventative maintenance and system repair maintenance in accordance with and in the frequencies specified in the Fueling System Operating Manual, and consistent with the Fueling System manufacturer's recommended service and maintenance program. Scheduled preventative, predictive, and system repair maintenance shall include, but not be limited to, examining, adjusting, and lubricating all applicable Fueling System equipment, as appropriate, and repair or replacement of all worn or defective parts and/or consumables in accordance with the manufacturer's processes and procedures.

The Operator shall respond as necessary to system outages, emergency stop activations, reported or potential fuel releases, reports of system component damage, system warnings and reports, etc., at any point of the Fueling System within twenty (20) minutes of notification of same. The Operator will prioritize and perform emergency and corrective maintenance and repairs on all phases of the mechanical, electrical, electronic, software and communications components of the Fueling System in coordination with the Authority's Maintenance Department. The Operator shall also be available to assist as necessary with system start-up and shut-down processes. The Operator shall furnish all required safety equipment, materials and related items for its employees. Operator shall remove dust, dirt, and debris from surface areas, piping, pumps, motors, control panels, dispensers, and related system components.

The Operator, during hours not covered with on-site staff, shall respond to Fueling System call backs as necessary within sixty (60) minutes after receipt of a request for emergency or immediate service, as requested by the Fueling Companies and determined appropriate by the



Authority's Maintenance Department. Call backs shall be performed at no additional cost to the Authority, except to the extent they may involve additional hours or overtime in accordance with established procedures.

C. Computerized Maintenance Management System (CMMS)

The Authority utilizes the Maximo® computerized maintenance management system (CMMS) to manage and document maintenance and related activities on the Rental Car Fueling System. The Operator will coordinate with the Authority's Contract Manager to schedule and document time-phased preventative maintenance inspections and repairs, initiate system work orders, manage system resources, and track stock parts utilization and inventory for all segments of the Fueling System and related systems covered under the Management Agreement at no additional cost to the Authority.

D. Parts and Materials Inventory

The Operator shall maintain a ready inventory of Rental Car Fueling System stock parts (Ready Stock), as furnished by the Authority or the system manufacturer and assigned to the Operator, or as purchased throughout the fiscal year as part of the reimbursable parts and materials inventory, to promote timely and efficient repairs to the Fueling System. The Operator shall prepare an inventory of Authority-furnished parts, including ready stock and individually-issued parts and components, and shall furnish quarterly updates, or as otherwise requested, of the Operator's assigned inventory showing additions and deletions and warranty part exchange activity for the reporting period. The Operator shall complete a stock request or related forms for any warehoused stock parts owned by the Authority, as appropriate. The Operator shall document the use and installation location of each part on the appropriate inventory report, and document all warranty repairs in the CMMS or other manner satisfactory to the Authority. The Operator shall be responsible for all parts and components as may be assigned by the Authority. Under no circumstances shall the Operator remove any inventory parts or materials from airport property without the prior written consent of the Authority.

The Operator shall be responsible to promptly acquire Fueling System parts and components required for the continuous operation of all covered components of the Fueling System. If the Operator utilizes an Authority-owned part to perform warranty repairs to any covered system equipment and components, the Operator shall arrange to replace and deliver such part or component to the Authority at the earliest reasonable opportunity, and document such restocking as appropriate. Replacement parts are to be new OEM-type or Authority-approved equivalent. Repaired, reconditioned and/or rebuilt parts, components and assemblies may be allowed, with the prior approval of the Authority. Any repaired or rebuilt part shall meet or exceed the specifications of the new OEM part or assembly, as verified by the system manufacturer.

Parts and materials used in breakdown and other scheduled system component repairs that are not considered warranty replacement items or are not in stock may be procured by the Operator only after obtaining specific prior approval of the Authority's Contract Manager. No payment will be paid by the Authority, and the Operator shall not bill for any such replacement parts or materials that have not been approved by the Authority's Contract Manager, delivered and received by the Operator, and put to its intended use. The Operator shall furnish an original Operator invoice to process payment for authorized replacement parts and materials upon request of the Authority. The Operator shall make a reasonable attempt to pay only the lowest price that can be obtained by the Operator for all such replacement parts and materials.



The Authority shall have the option to require the Operator to obtain competitive Bids from at least three (3) sources for any single item that may be expected to exceed ten thousand dollars (\$10,000.00) in total cost. The Authority also reserves the right to directly purchase any parts, components, materials, supplies and/or equipment that may be required under the Management Agreement.

E. Performance of Work

After a portion of the Rental Car Fueling System is removed from operational service to perform preventative and/or repair maintenance, the work shall be performed continuously without stoppage until all work is complete and the equipment is in good and safe operating condition. If performance of the work is discontinued for any reason, the Operator shall notify the Authority's Contract Manager immediately of its intention to stop work. The Operator shall conduct work in such a manner and in such sequence as will assure the least interference with rental car activity.

10. Warranty

The Operator shall serve as the Authority's Warranty Agent/Administrator for the Rental Car Fueling System equipment and component manufacturers, as authorized by the Authority, and shall furnish associated services and perform all obligations as applicable. The Operator will not invoice Authority, nor will the Authority be required to reimburse Operator for items determined as warranty repair or corrective items as provided for herein.

Operator shall guaranty all work performed under this Agreement to be free from defects of materials and workmanship for a minimum of ninety (90) days from the date the work is accepted by the Authority's Contract Manager, up to thirty (30) days following the termination date of the Agreement. Any manufacturer's warranty for parts and materials provided to the spare parts and materials inventory for this Agreement shall be assigned to the Authority.

11. Extra Work

The Authority, at its sole discretion, may request Operator perform certain Extra Work as authorized in writing that is not specifically described herein or in the Management Agreement. Such work may include, but shall not be limited to repair of equipment necessitated by extraordinary vandalism, accidental damage, source power malfunctions, or natural causes; installation of additional controls and safety devices; or special monitoring or processing services related to the operation and maintenance of the Rental Car Fueling System. Prior to commencing any such extra work the Operator will furnish a proposal for any such services requested including a description, scope of work and the estimated cost.

The Operator, upon written approval of the Authority, may subcontract any extra work requested. If subcontracting is determined appropriate, the Authority's Contract Manager may require the Operator to obtain up to three (3) competitive quotations for work proposed to be performed by another company.

The Operator shall submit the quotations, as applicable, to the Authority for approval before proceeding with the work. This requirement may be waived by the Authority for good cause. The Authority shall reimburse the Operator for all parts and materials required and approved to perform the work, to include freight and shipping charges as a direct pass through. The Operator shall be required to submit supporting documentation with all invoices.



12. Rental Car Fueling System Software Support and Change Management

The Operator may, with prior approval of the Authority, enter into and furnish evidence of an appropriate arrangement or agreement with system or component manufacturers and/or other certified and qualified vendors or component providers as appropriate as it relates to timely service and support on associated Fueling System proprietary software, firmware, or hardware, to ensure proper maintenance, repairs, and continuous functionality, and to provide for comprehensive Fueling System software or hardware service and support, to include programming version upgrades, updates and patches, as required and authorized by the Fueling System manufacturer or component provider, to include appropriate response to system emergencies or technical support issues, via remote access connectivity if necessary.

In addition, the Operator will coordinate with the Authority’s Contract Manager in the implementation of a Rental Car Fueling System Change Management Program to establish positive controls for system changes, to establish system accesses and clearances, and to retain copies and backups of prior versions of the system software programming.

13. Equipment

A. The Operator shall provide a minimum of one (1) new model personal computer, with printer, as approved by the Authority’s Contract Manager, which shall be equipped with current Windows™ operating system, internet access, Microsoft™ Office software, and e-mail capability via the Operator’s corporate office, which will be used for operational and administrative purposes and special projects. The computer(s) shall be compatible with hardware and software systems utilized by the Authority.

In addition, this computer shall be integrated with the Fueling System inventory, safety, and reporting systems, to include the FuelMaster® reporting system at each Fueling Company QTA, and the Pneumercator system located at the tank farm, or any replacement systems as applicable. The cost of these items shall be considered as depreciation and amortized in the Operating Budget over the course of up to three (3) years on a straight line basis, or other amortization period as deemed appropriate.

B. The Operator shall be required to furnish, as a reimbursable fixed asset expense as deemed necessary and upon prior approval of the Authority, one new (1) utility pick-up truck (Ford F-150 or approved equivalent), for use to effectively and efficiently operate, manage, and maintain the Rental Car Fueling System at RSW.

All operational service vehicles shall be licensed, insured, and registered to the Operator, be properly maintained in accordance with the manufacturer’s recommendations, kept in a clean and organized condition, and shall be subject to inspection by the Authority upon request. The Operator shall maintain primary ALI insurance on the vehicle and incorporate this expense into the Management Fee.

The initial expense for this vehicle shall be considered as depreciation and amortized on a straight line basis in the Operating Budget over the course of a fixed term, as determined appropriate, or funded as a lump sum purchase as determined by the Authority’s Contract Manager. In the event the Agreement were to terminate prior to full amortization of the vehicle, the Authority reserves the right to require the Operator to transfer the vehicle to the Authority



and the Authority will pay the remaining straight line unamortized portion of the vehicle to the Operator, who will transfer title of same.

- C. The Operator will furnish common industry-standard hand tools for use in the operation, management, and maintenance of the Rental Car Fueling System.
- D. The Operator may be required to procure and/or lease, as a reimbursable expense as approved, additional site or project specific tools, materials, or equipment for use in support of the operation, management, and maintenance of the Rental Car Fueling System in order to fulfill the Operator's obligations under the Management Agreement, consistent with the approved Annual Operating Budget. The purchase of such items shall be at the Operator's expense. The Authority will then reimburse the Operator the total lump sum cost, or a straight line amortization amount, such items or equipment over a fixed time periods, as approved in advance, consistent with the Annual Operating Budget. The Operator shall inventory and maintain in good repair and safe working order all vehicles/equipment/tools acquired by the Operator for use in the operation, management, and maintenance of the Rental Car Fueling System at Southwest Florida International Airport.
- E. Right of Approval of Fixed Assets

Any fixed asset vehicle and/or equipment replacement, deletion, addition, or improvement used in the operation, management, and maintenance of the Rental Car Fueling System and recommended by the Operator shall require prior written approval from the Authority. For purposes of the Management Agreement, fixed assets shall include, but are not limited, to any of the following items with a per unit cost in excess of \$1,000: office equipment/furniture, copiers/fax/scanner equipment, communications systems, and additional computers and printers.

Title to any fixed assets acquired by the Operator and reimbursed by the Authority, shall transfer to the ownership of the Authority once such assets are fully amortized and paid in full by the Operator, and subsequently reimbursed, as applicable, by the Authority, unless otherwise directed.

- F. The Operator shall identify any additional equipment that might be required to provide the required services at the Airport, to include general purpose and service vehicles, diagnostic, or support equipment, and cleaning equipment.

If the Authority exercises its option(s) to extend the term of the Management Agreement, the Operator may be required to acquire replacement equipment, as authorized, for those items transferred to the Authority at the conclusion of the initial term of the Agreement. The types, quantities, method of acquisition and reimbursement of said replacement equipment, and any additional required equipment, for any subsequent term will be negotiated between the Authority and the Operator.

14. Operator's Reporting Requirements

- A. The Operator's Supervisor, or Regional Manager, as appropriate, shall have regular meetings with the Authority's management staff regarding day-to-day Rental Car Fueling System operation, management, and maintenance activities on the Airport. The intent of these meetings is to encourage the Operator to inform and update Authority staff as to the services being



performed, and the general status of the operation, management, and maintenance of the Fueling System, as well as to promote a cooperative working relationship and open communications to discuss issues and problems and the prompt resolution of same.

- B. The Operator, through its supervisory and support personnel, will circulate throughout the Rental Car Fueling System and report on a daily or, as appropriate, immediate basis to the Authority's Contract Manager, the need for any sign replacement(s), any damage (structural or aesthetic), unsafe or unsecured facilities, or other conditions or situations.
- C. The Operator shall be required to submit various operational reports including daily, weekly and monthly operational, financial and administrative reports in a format acceptable to the Authority.

15. Security

It will be the Operator's responsibility to operate, manage, maintain, and monitor the Rental Car Fueling System, to the extent practicable, and immediately report any suspicious activity to the Airport Police Department (APD) and fully cooperate in assisting patrons in finding lost vehicles or in furnishing general directions and/or aid.

16. Additional Services

The Operator shall, at no additional cost to the Authority, as overhead expenses to be included in the annual Management Fee, and in addition to the services described above, perform certain Additional Services in support of the operation, management, and maintenance of the Rental Car Fueling System which may benefit the Airport, the Fueling Companies, and the Authority, including, but not limited to the following:

A. Annual Rental Car Fueling System Environmental Evaluation/Inspection

Annually, as scheduled with the Authority's Contract Manager, the Operator shall, via a properly qualified and certified employee from the Operator's Environmental Compliance Department, or other approved subconsultant, conduct a comprehensive Environmental Evaluation/Inspection of the Rental Car Fueling System, to evaluate the current condition of the system, identify environmental issues which might require attention, and identify items of a regulatory or compliance nature which might need to be considered for future enhancements or updates to the Fueling System and related components. This service will be furnished at no additional cost to the Authority.

B. Annual Rental Car Fueling System Structural Evaluation/Corrosion Analysis

Annually, as scheduled with the Authority's Contract Manager, the Operator shall, via an a properly qualified and certified employee from the Operator's Structural Integrity or Corrosion Analysis Department, or other approved subconsultant, conduct a comprehensive Structural Review and Corrosion Analysis of the Rental Car Fueling System, to evaluate the current condition of the system, identify potential structural or corrosion-related issues which might require attention, and identify items of a structural or regulatory nature which may need to be considered for future enhancements or updates to the Fueling System and related components. This service will be furnished at no cost to the Authority.



C. Assist with Department of Environmental Protection (DEP) Annual Inspections

The Operator shall assist the Authority with escorts, information and documentation in support of any annual or other Florida Department of Environmental Protection (FDEP) inspections or inquiries, in accordance with Chapter 62-761 of Florida Statutes. In addition, the Operator shall ensure that all applicable certifications, notices, and placards required by the DEP are properly posted as necessary throughout the Rental Car Fueling System and storage areas. This service will be furnished at no cost to the Authority.

D. Miscellaneous

Other fueling system – related projects or services not contemplated at this time which may be requested and approved by the Authority as provided for herein. These services will be furnished at no cost to the Authority.

17. Operations and Procedures Manual

A. Operator is responsible for providing an Operations and Procedures Manual to the Authority's Contract Manager for review and approval thirty (30) days prior to the Commencement Date of the Management Agreement. The Manual is subject to Authority approval prior to implementation. The Manual shall be kept current by the Operator throughout the term of this Agreement, and shall be revised as approved by the Authority. The Manual and all revisions thereto, shall be automatically incorporated into and made part of the Management Agreement upon approval of the Authority.

If there are any conflicting terms between the Manual and the Management Agreement, the terms of the Agreement shall prevail. The Manual shall be provided to the Authority's Contract Manager in both hard copy and in electronic format acceptable to the Authority. The failure of the Operator to submit the Manual to the Authority's Contract Manager in the established time will be considered an event of default by under the Management Agreement.

B. The Operations and Procedures Manual shall detail the procedures and guidelines established for the operation of the Rental Car Fueling System facilities. The Manual should include, but not be limited to the following items:

- 1) Table of Contents with Notice of Revision Index
- 2) Environmental and Structural Compliance and Inspection Review Page
- 3) Purpose and Operational Overview
- 4) Organizational and Staffing Chart
- 5) Employee Position Description and Standards of Conduct
- 6) Personnel Initial and Recurrent Training Policy and Forms
- 7) Description of Covered Facilities (Rental Car Fueling Facilities)
- 8) General Services



- 9) Fuel Inventory Auditing and Reporting Procedures
- 10) Operational Procedures
- 11) Preventative Maintenance Schedules and Records
- 12) Repair and Project Maintenance Records
- 13) Tank Gauging System and Leak Detection
- 14) FuelMaster® Inventory Recording and Reporting Procedures
- 15) Emergency and Disaster Recovery Procedures
- 16) Spill Response Procedures and Reporting Guidelines
- 17) Safety and Security
- 18) Customer relations and training
- 19) System Exhibits
- 20) Site Plans, Inspection Forms, SPCC Plans, FDEP Forms, MSDS, References
- 21) Other Necessary Operating Procedures

C. The Operator shall comply with all guidelines and standards outlined in the Operation and Procedures Manual. Failure to perform in accordance with the Manual may result in the following penalties:

If Operator fails to meet or exceed any of the guidelines established in the Manual, the Authority's Contract Manager may issue Operator one (1) written notice ("Notice Letter") for each guideline the Operator fails to meet. If the Authority's Contract Manager has issued a Notice Letter for Operator's failure to perform in accordance with the guidelines contained in the Operation and Procedures Manual and, thereafter Operator fails to perform in accordance with the same standard, the Authority may issue Operator a written warning ("Warning Letter") for each failure and any subsequent failure. Issuance of three (3) Warning Letters with respect to Operator's failure to meet any of the guidelines contained in the Manual within any twelve (12) month period shall constitute a Default under the Management Agreement.

18. Modifications to the Scope of Services

The Authority may, at any time, by written notice, make changes to the Rental Car Fueling System Operation, Management, and Maintenance Scope of Services to either accommodate the needs of the Fueling Companies, or changes in the design or use of the Airport facilities. Listed below are some changes that may be required.



A. Changes to the Operations and Procedures Manual

Either party may propose a revision to the Operations and Procedures Manual, and shall initiate an intended revision by sending such intended revision to the Operator or Authority as appropriate. Each party shall review such intended revision. All manual revisions shall be subject to the approval of the Authority before the revision is incorporated in the Manual. Each approved revision shall be effective immediately and incorporated into the Management Agreement by reference without need for an amendment.

B. Changes to the Rental Car Fueling System Facilities

The Authority reserves the right during the term of the Management Agreement and with thirty (30) days written notice to the Operator to, 1) open and close certain portions of the Rental Car Fueling System, equipment, and ancillary areas and facilities; 2) assign the Operator new, temporary and/or permanent fueling systems or equipment in an existing, expanded, or new fueling facility; 3) operate, manage, and maintain the new or additional fueling facilities or delete the existing facilities; 4) designate certain areas as additional fueling products, storage areas, or dispensing areas; 5) rearrange fueling storage or dispensing area entrance and exit lanes or withdraw the same from use, all as directed by and subject to written approval from the Authority.

Any additional, temporary, relocated, or altered facilities shall be operated, managed and maintained by the Operator subject to all the terms, provisions, and conditions of this Management Agreement. Any such changes shall not affect the amount of the Management Fee set forth herein. The Operator shall be reimbursed for additional reimbursable costs and expenses incurred as a result of the changes made to the Rental Car Fueling System Facilities and Services. In addition, the Annual Operating Budget may be reduced in the event of a reduction of the Rental Car Fueling System Facilities and Shuttle Services herein.

C. Changes to the Annual Operating Budget

All changes shall be incorporated and reflected in the Annual Operated Budget.

D. Changes to Coverage Times, Maintenance Schedules, and Staffing Levels

Any changes with regards to the staffing levels for the site manager, technician(s), or mechanic(s), at the request of the Authority's Contract Manager will be reflected in the Annual Operating Budget. The Authority may, at its sole discretion, add, reduce, and alter the Operator's staff schedules, coverage periods, and staffing levels, as deemed appropriate.



PART E – FORMS Note: These forms must be submitted with the Bidder’s Bid submittal.

FORM 1 - BIDDER’S CERTIFICATION

I have carefully examined this Port Authority Request for Bids (RFB) which includes scope, requirements for submission, general information and the evaluation and award process.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid.

Addendum # _____ Date: _____ Addendum # _____ Date: _____
Addendum # _____ Date: _____ Addendum # _____ Date: _____

I hereby propose to provide the services requested in this bid. I agree to hold pricing for at least 120 days so that the Authority will have time to properly evaluate this bid.

I certify that all information contained in the bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the company as its agent and that the company is ready, willing and able to perform if awarded a contract.

I further certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, company, or corporation submitting a bid for the same product or service; no officer, employee or agent of the Port Authority or of any other Company who is interested in said bid; and that the undersigned executed this Bidder’s Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS

MAILING ADDRESS

AUTHORIZED SIGNATURE

CITY, STATE & ZIP CODE

NAME, TITLE, TYPED

TELEPHONE NUMBER / FAX NUMBER

FEDERAL IDENTIFICATION #

EMAIL ADDRESS

State of: _____

County of: _____

This foregoing instrument was acknowledged before me this _____ day of _____, 2019, by _____, who is personally known to me or produced _____ as identification.

Signature of Notary Serial/Commission No.



FORM 2 - OFFICIAL BID FORM

BID NO. **RFB 19-12**

BIDDER'S NAME: _____

DATE: MAY 2, 2019

TIME: 2:00 P.M. LOCAL TIME

Purchasing Office
Lee County Port Authority
Southwest Florida International Airport
11000 Terminal Access Road, Suite 8671
Fort Myers, Florida 33913

Ladies/Gentlemen:

The Undersigned, hereinafter called "BIDDER," having become familiar with the local conditions, nature, and extent of the work, and having examined carefully the bid documents, including but not limited to, General Information, Special Instructions and Requirements, Specifications and other Contract Documents, and having fulfilled bid requirements herein, bidder is to furnish all labor, materials, equipment, and other items, facilities and services for the purchase of:

Operation, Management, and Maintenance of the Rental Car Fueling System at Southwest Florida International Airport

in full accordance with the specifications prepared in accordance with the requirements of the solicitation and contract documents and all other documents related thereto on file in the Purchasing Office and, if awarded the contract, to complete the said work within the term specified for the total bid price awarded, which is based on the following bid schedule:

The undersigned submits the following Annual Management Fees:

Contract Year 1: \$ _____

\$ _____

(in writing)

Contract Year 2: \$ _____

\$ _____

(in writing)

Contract Year 3: \$ _____

\$ _____

(in writing)



Contract Year 4: \$ _____

\$ _____
(in writing)

**Total Annual Management Fees
for Contract Years 1, 2, 3 and 4:** \$ _____

\$ _____
(in writing)

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.]



FORM 3: LOBBYING AFFIDAVIT

STATE OF: _____

COUNTY OF: _____

_____,
being first duly sworn, deposes and says that he or she is the (sole owner) (general partner) (joint venture partner) (president) (secretary) or (authorized representative) (circle one) of _____ (bidder), maker of the attached bid and that neither the bidder nor its agents have lobbied to obtain an award of the Agreement required by this Port Authority Bid from the Lee County Board of Port Commissioners, members of the Airports Special Management Committee, or employees of the Lee County Port Authority, individually or collectively, regarding this Port Authority Bids. The prospective bidder further states that it has complied with the federal regulations concerning lobbying activities contained in 31 U.S.C. 1352 and 49 CFR Part 20 and the Lee County Lobbying Ordinance, No. 03-14.

AFFIANT

The foregoing instrument was acknowledged before me on _____, by _____ (name of person, officer or agent, title of officer or agent), of _____ (corporation or partnership, if applicable), a _____ (State of incorporation or partnership, if applicable), on behalf of the _____ (Corporation or partnership, if applicable). He/She is personally known to me or has produced _____ as identification.

Signature of person taking acknowledgment

Name typed, printed, or stamped

(Title or rank)

Signature of Notary (Serial or Commission No.)

NOTE: THIS FORM IS REQUIRED FROM ALL BIDDERS



FORM 4: PUBLIC ENTITY CRIMES FORM

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a) FLORIDA STATUTES

A person, affiliate, or corporation who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a bidder, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

The bidder certifies by submission of this form that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal entity, department or agency.

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

BIDDER'S NAME: _____



FORM 5: BIDDER’S SCRUTINIZED COMPANIES CERTIFICATION

Bidder/Proposer/Consultant hereby certifies under penalties of perjury as of the date of this bid, proposal or letter of qualifications to provide goods and services to the Lee County Port Authority that it has not been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as defined in Section 287.135, Fla. Stat., is not engaged in business operations in Cuba and Syria; and is not on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

I further certify that I am duly authorized to submit this certification on behalf of the company as its agent and that the company is ready, willing and able to perform if awarded a contract.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT FALSIFICATION OF THIS CERTIFICATION MAY RESULT IN TERMINATION OF THE CONTRACT, DEBARMENT OF THE COMPANY FROM SUBMITTING A BID OR PROPOSAL FOR A PERIOD OF THREE (3) YEARS FROM THE DATE THE CERTIFICATION IS DETERMINED TO BE FALSE, CIVIL PENALTIES, AND THE ASSESSMENT OF ATTORNEY’S FEES AND COSTS AGAINST THE COMPANY. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Signature]

Notary Public
State of _____
County of _____

Sworn to and subscribed before me this _____ day of _____, 20_____,
by _____ who produced the following as identification
_____ (Type of identification) or is personally known to me. My Commission
Expires_____.

[stamp or seal]

[Signature of Notary Public]

[Typed or printed name]



FORM 6: LOCAL PREFERENCE AFFIDAVIT

The firm submitting the attached bid is either (please check one):

- A firm whose principal place of business is located within the boundaries of Lee County, Florida.

Please identify the firm name and physical address below:

(in Lee County, Florida)

- A firm that has provided goods or services to Lee County or the Lee County Port Authority on a regular basis for the preceding consecutive three (3) years and has the personnel, equipment, and materials located within the boundaries of Lee County sufficient to constitute a present ability to perform the service or provide the goods for this project.

Please provide the following information:

Number of employees currently working in Lee County full time = _____

Projects completed in Lee County over the last consecutive three (3) years:

_____ Began in 20__ Completed in 20__
_____ Began in 20__ Completed in 20__
_____ Began in 20__ Completed in 20__
_____ Began in 20__ Completed in 20__
_____ Began in 20__ Completed in 20__
_____ Began in 20__ Completed in 20__

Current Lee County location of equipment, materials and personnel that will be used full time on this project:

(in Lee County, Florida)

- A firm whose principal place of business is located within the boundaries of an adjacent county with a reciprocal Local Vendor Preference agreement.

Please identify the firm name and physical address below:

- Not a Local Vendor as defined by Lee County Ordinance 00-10, as amended by Lee County Ordinance Nos. 08-26 and 17-16.



FORM 6: LOCAL PREFERENCE AFFIDAVIT (Continued)

Printed Name

Title

Signature

Notary Public – State of _____

County of _____

Sworn to and subscribed before me this _____ day of _____, 20 _____

Personally known _____ or produced identification _____.

My Commission Expires _____

(Type of identification) _____

Printed, typed or stamped commissioned name of Notary Public



References

Bidders are required to provide this reference request form to a minimum of three firms with whom they have recently completed a similar project. **DO NOT use current Lee County Port Authority employees as references.**

References **ARE NOT to be submitted with Bidder's Request for Bid package**; the firm providing the reference will return this form via email directly to the Purchasing Agent listed on the form.

It is the bidder's responsibility to confirm directly with the requested references that their required forms have been submitted. **DO NOT contact the Port Authority directly to request if references have been submitted.**

- 1) Bidder to complete:
 - a) Section 1 – Reference Respondent information;
 - b) Section 2 – Your Firm Name and Project Name
- 2) Referencing Firm to complete Section 3; complete reference check form, additional pages may be used if needed and submit form **DIRECTLY to Lee County Port Authority Purchasing Agents email listed on form.** References should not be returned by the Consultant.

A minimum of two (2) reference responses are required, where the Bidder has operated, managed, and maintained successful continuous or on-call (24/7) aircraft and/or vehicle or related fueling systems at least as complex as those requested at the Southwest Florida International Airport during the prior five (5) years.

Failure to have references submitted directly to Lee County Port Authority Purchasing Agents email, on or before the due date noted on the Reference Check form, may cause your firm to be considered nonresponsive.



FORM 7: PROFESSIONAL REFERENCES

RFP #19-12: OPERATION, MANAGEMENT, AND MAINTENANCE OF THE RENTAL CAR FUELING SYSTEM AT SOUTHWEST FLORIDA INTERNATIONAL AIRPORT

Section 1	Reference Respondent Information – Please Print Legibly	Please return completed form to:
Name & Title:		Purchasing Agent: <u>Toni A. Elias</u> Due Date: <u>May 1, 2019</u> Total # Pages: _____ Phone: <u>239-590-4558</u> Fax: <u>239-590-4539</u> Email: <u>taelias@flylcpa.com</u>
Company:		
Email:		
Phone:		
Section 2		
Firm Name:		
Project Name:		
You or your company has been given as a reference on the project identified above. Please provide responses in Section 3:		
Section 3		

1. How long have you done business with this company?

2. What type(s) of business have you done with this company?

3. What is your overall impression of this company’s qualifications?

E (Excellent)	G (Good)	S (Satisfactory)	NS (Not Satisfactory)
---------------	----------	------------------	-----------------------

4. How would you rate the Company’s overall service quality?

E	G	S	NS
---	---	---	----

5. How would you rate their supervisors and staffing?

E	G	S	NS
---	---	---	----

6. How would you rate their communication?

E	G	S	NS
---	---	---	----

7. How would you rate their preventative maintenance program?

E	G	S	NS
---	---	---	----

8. How would you rate their responsiveness?

E	G	S	NS
---	---	---	----

9. How would you rate their invoicing and reporting process?

E	G	S	NS
---	---	---	----

10. WOULD YOU USE THIS COMPANY AGAIN?

YES	NO
-----	----

11. Do you have any additional comments regarding the quality of the services this company has furnished and performed at your facility?



FORM 8: BID BOND

SOLICITATION NUMBER RFB 19-12

BID BOND _____

KNOW ALL MEN BY THESE PRESENTS, that we _____ as
(BIDDER'S NAME)

Principal, and _____ a Corporation licensed to do business under the laws of the
(SURETY'S NAME)

State of Florida as a Surety, are held and firmly bound unto LEE COUNTY PORT AUTHORITY, LEE COUNTY, FLORIDA (obligee), in the SUM OF _____ (\$ _____) for the payment whereof, well and truly to be made, we bind ourselves, our heirs, successors, personal representatives and assigns, jointly and severally, firmly, by these presents.

SIGNED AND SEALED this _____ day of _____, 2019.

WHEREAS, said Principal is herewith submitting a bid for:

RFB 19-12, Operation, Management, and Maintenance of the Rental Car Fueling System at Southwest Florida International Airport

NOW, THEREFORE, the condition of the above obligation is such that if said Principal shall be awarded the contract upon said bid within the specified time and shall enter into a written Contract, satisfactory in form, and shall provide an acceptable Performance and Payment Bond from a Surety acceptable to the LEE COUNTY PORT AUTHORITY as well as other insurance as may be required to the Port Authority within fifteen (15) calendar days after the written Notice of Award date, or within such extended period as the Port Authority may grant, then this obligation shall be null and void. Otherwise, said Principal and Surety shall pay to said Port Authority in money the difference between the amount of the bid of said Principal and the amount for which said Port Authority may legally contract with another party to perform said work, if the latter amount be in excess of the former, together with any expenses and reasonable attorney's fees incurred by said Port Authority if suit be brought hereon, but in no event shall said Surety's liability exceed the penal sum hereof plus such expenses and attorney's fees. For purposes of unsuccessful bid protests filed by the Principal herein, this obligation shall bind the Surety to pay costs and damages associated with the bid protest or delays to the project upon finding from the Board of Port Commissioners for Lee County that the bid protest was frivolous and/or lacked merit.

Witness as to Principal: _____ (SEAL)
(Principal)

(By)

Witness as to Surety: _____ (SEAL)
(Surety's name)

(By-As Attorney in Fact, Surety)

Affix Corporate Seals and attach proper Power of Attorney for Surety.



FORM 9: OPTIONAL FORM

Note: This form is optional – The Purchasing Office requests that this form be returned to the purchasing office if you are not submitting a bid.

NO BID SUBMISSION

If you are not submitting a Bid, please indicate the reason(s) by checking any appropriate item(s) listed below and return this form to Toni A. Elias, Sr. Purchasing Agent, Lee County Port Authority, 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913 taelias@flylcpa.com, (239) 590-4539 (fax).

We are not responding to this Port Authority Bid for the following reason(s):

- Services are not available through our company
- Our services do not meet the Scope of Services
- Circle one - Scope of Services were -
not clearly understood; not applicable; too vague; too rigid;
Insufficient time allowed for preparation
- Other reason(s): _____

How did you learn about this solicitation?

- Public Purchase
- Word of mouth

Name of Firm: _____

Name of Individual: _____

Telephone Number: _____ Fax: _____

Email Address: _____

DATE: _____

"EXHIBIT A" Rental Car Fueling System

Contract Fuel Consumption & Delivery Totals FY2015 16 - FY2018 19 YTD

FY 2015/16	Budget	Avis	Alamo National	Enterprise	Hertz	Thrifty Dollar	Totals	Deliveries
Oct-15	1,199	24,888	70,879	3,457	44,433	3,436	148,292	176,686
Nov	9,742	21,969	74,130	6,805	49,084	5,134	166,864	177,391
Dec	15,533	19,178	83,048	7,938	49,682	9,283	184,662	168,386
Jan-16	18,481	22,977	95,647	7,684	57,921	12,707	215,417	233,159
Feb	21,761	21,365	99,480	9,376	52,334	15,236	219,552	226,709
Mar	22,110	31,498	115,660	20,386	63,512	22,478	275,644	249,173
Apr	12,524	18,397	93,532	13,165	48,657	16,292	202,567	203,267
May	7,108	15,816	66,711	3,020	36,157	5,805	134,617	148,874
June	5,305	15,399	55,172	729	30,699	3,878	111,182	118,532
July	1,026	16,554	51,887	1,000	34,863	4,391	109,721	117,852
Aug	972	15,604	46,884	-	28,911	3,274	95,645	84,547
Sept	571	14,055	47,786	=	29,789	1,880	94,081	100,313
	116,332	237,700	900,816	73,560	526,042	103,794	1,958,244	2,004,889

FY 2016/17	Budget	Avis	Alamo National	Enterprise	Hertz	Thrifty Dollar	Totals	Deliveries
Oct-16	8,095	17,786	60,679	1,535	51,212	3,333	142,640	135,878
Nov	8,117	18,291	77,171	4,780	51,582	5,113	165,054	167,524
Dec	11,699	17,760	85,593	5,525	67,955	7,985	196,517	203,604
Jan-17	9,371	20,451	91,309	10,212	63,830	11,818	206,991	203,604
Feb	13,670	28,668	89,104	12,173	48,019	12,531	204,165	195,599
Mar	15,786	32,118	102,042	30,109	59,867	22,705	262,627	263,618
Apr	11,422	23,522	95,595	18,357	51,359	18,611	218,866	212,096
May	2,047	16,521	74,699	223	35,416	6,596	135,502	136,017
June	3,521	13,430	55,370	3,505	27,078	5,691	108,595	85,082
July	3,132	14,233	58,181	2,900	23,193	5,349	106,988	110,595
Aug	1,633	13,198	58,168	772	21,287	5,471	100,529	119,033
Sept	3,649	18,668	43,047	8,313	26,754	5,063	105,494	102,150
	92,142	234,646	890,958	98,404	527,552	110,266	1,953,968	1,934,800

FY 2017/18	Budget	Avis	Alamo National	Enterprise	Hertz	Thrifty Dollar	Totals	Deliveries
Oct-17	7,719	18,879	63,421	1,790	39,995	7,521	139,325	126,205
Nov	10,124	19,695	82,733	7,313	36,538	11,841	168,244	204,220
Dec	15,335	16,245	84,060	7,093	38,875	14,314	175,922	161,516
Jan-18	15,367	20,585	97,751	11,737	41,059	21,724	208,223	229,521
Feb	22,476	25,098	102,102	12,013	41,272	24,275	227,236	229,815
Mar	26,105	28,615	130,483	14,768	47,094	29,968	277,033	280,807
Apr	15,835	19,814	110,194	3,449	37,993	22,060	209,345	229,020
May	4,131	16,765	77,596	1,259	33,070	12,153	144,974	144,274
June	2,454	17,103	54,638	1,337	30,773	9,493	115,798	119,040
July	2,986	14,040	58,922	-	27,657	9,100	112,705	84,816
Aug	5,385	10,534	48,131	5,572	24,894	7,079	101,595	85,023
Sept	1,114	13,108	43,650	1,047	24,361	3,954	87,234	110,560
	129,031	220,481	953,681	67,378	423,581	173,482	1,967,634	2,004,817

FY 2018/19	Budget	Avis	Alamo National	Enterprise	Hertz	Thrifty Dollar	Totals	Deliveries
Oct-18	5,226	17,794	58,917	1,174	41,068	9,293	133,472	144,594
Nov	6,443	22,512	69,147	3,529	48,367	12,074	162,072	169,949
Dec	17,389	11,069	75,213	6,560	44,433	12,149	166,813	161,528
Jan-19	7,064	26,864	100,752	12,968	50,574	19,145	217,367	195,467
Feb								-
Mar								-
Apr								-
May								-
June								-
July								-
Aug								-
Sept								-
	36,122	78,239	304,029	24,231	184,442	52,661	679,724	671,538

Lee County Contract No. _____

**LEE COUNTY PORT AUTHORITY
MANAGEMENT AGREEMENT FOR THE
OPERATION, MANAGEMENT, AND MAINTENANCE OF THE
ON-AIRPORT RENT-A-CAR FUELING SYSTEM
AT SOUTHWEST FLORIDA INTERNATIONAL AIRPORT
(RFB 19-12)**

THIS AGREEMENT is entered this _____ day
of _____, 20____, between the **LEE COUNTY PORT
AUTHORITY**, a political subdivision and special district of the State of Florida
("Authority"), at 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913,
and _____, a _____, ("Operator"),
at _____, Federal Identification Number
_____.

WITNESSETH

WHEREAS, the Authority operates the Southwest Florida International Airport
("Airport") in Fort Myers, Florida and provides for the operation of a Rental Car Fueling
System on the Airport under a series of On-Airport Rent-A-Car Concession Agreements
(collectively, the "Rent-A-Car Concession Agreement") between the Authority and
various On-Airport Rent-A-Car concessionaires, as they currently exist, and such other
concessionaires as may be added or deleted over the term of this Agreement
(collectively the "Fueling Companies"); and

WHEREAS, Authority desires to enter a Management Agreement for the operation, management, and maintenance of the Rental Car Fueling System at the Airport; and,

WHEREAS, the Authority has solicited competitive bids from qualified rental car and aviation fueling system management companies for the operation, management, and maintenance of the Rental Car Fueling System; and

WHEREAS, the Operator certifies that it possesses valid licenses to do business in the State of Florida and in Lee County, Florida; and,

WHEREAS, the Operator has reviewed the services required under the Authority's Request for Bids No. 19-12 and all Addenda, and this Agreement, and states that it is qualified, willing and able to provide and perform all such services according to the provisions, conditions and terms below.

NOW, THEREFORE, in consideration of the foregoing and the mutual consideration described below, the parties agree as follows:

1.0 DEFINITIONS

Addendum or Addenda - means any interpretation, revision or addition to the Request for Bids (RFB) issued in the form of a written Addendum by the Authority during the bidding process.

Airport - means Southwest Florida International Airport, located in Lee County, Florida.

Airport Terminal - means the commercial airline passenger terminal building and any modifications or additions thereto.

Annual Operating Budget - means the annual budget for maintaining, operating and managing the Rental Car Fueling System for each Contract Year of the Agreement. The budget shall include a detailed projection of monthly total fuel consumption and deliveries, along with allowable operating expenses.

Authority or Port Authority - means the Lee County Port Authority as the governing body of the Airport.

Bid - means the document requested by the Authority and submitted by the Operator in accordance with the Request for Bids (RFB).

Bidder - means the individual or business entity submitting a response to the Request for Bids.

Commencement Date - means the date for commencing operations under this Agreement at the Airport, October 1, 2019.

Contract Year - means the period beginning on the Commencement Date and ending September 30, 2020, and continuing each twelve-month period thereafter, until the date of expiration or termination of this Agreement, as may be amended or extended.

County - means Lee County, a political subdivision of the State of Florida.

Expansion to Rental Car Fueling System - means any additions, modifications, enhancements, or adjustments that the Authority determines to be required for the Rental Car Fueling System or Fueling System.

Extraordinary Cost - means a non-recurring expenditure or obligation that: (1) is not part of the normal and regular ongoing expense of operating the Fueling System;

and (2) is not financed in such a way as to be discharged by level monthly payments spread over a period of more than twelve (12) months.

Fueling System Charge - means the monthly charge payable to the Authority by the Fueling Companies for the Fueling Companies' use of the Rental Car Fueling System pursuant to Article 5, Section 5.1(4) of the Rent-A-Car Concession Agreement, as may be amended, extended, or revised.

Gallon - means a U.S. gallon.

Gallonge - means the total number of Gallons of Gasoline (or related product, as approved) dispensed from the Fueling Companies' designated QTA area dispensers at the Airport during the relevant period. The Gallonge of each Fueling Company will be the total of all Gasoline dispensed from each respective Fueling Companies' QTA area dispenser(s) at the Airport during the relevant period.

Gasoline - means the Gallonge of a Fueling Company for the previous month or the stated month or series of months under consideration.

Management Agreement or Agreement - means this Management Agreement between the Authority and the Operator for the non-exclusive right, privilege and obligation to operate, manage, and maintain the Rental Car Fueling System at the Airport.

Management Fee - shall mean the monthly fee paid to the Operator by the Authority as compensation for the operation, management, and maintenance of the Rental Car Fueling System at the Airport.

Monthly Gallonage - means the Gallonage of a Fueling Company for the previous month or the stated month or series of months under consideration.

Non-Reimbursable Expenses - means the following expenses which are specifically excluded from the Annual Operating Budget and shall be provided by the Operator:

- A. Salaries, costs, and expenses related to legal services, offsite or indirect audit, accounting, administrative, design, engineering, bookkeeping, and executive personnel of the Operator.
- B. The cost of licenses and permits, fees excluding registration fees for authorized fleet vehicles, obtained pursuant to existing federal, state, county or city statute, ordinance, rule or regulation.
- C. Internal accounting and audit costs obtained pursuant to existing federal, state, county or city statute, ordinance, rule, or regulation.
- D. Home office travel, home office telephone/communication expenses, home office entertainment, travel accommodations, and off site general office expenses.
- E. The cost of any and all penalties and fines paid by the Operator and its employees.
- F. The cost or expenses of legal representation.
- G. The cost of secondary audits as provided for in the Agreement.
- H. The cost of any and all bonds, guaranties or Letters of Credit, and the cost of the insurance requirements set forth herein, except as otherwise provided for, which the Operator is required to obtain in accordance with the Agreement.
- I. Any contract negotiation expenses.
- J. Financing costs associated with Operator's working capital.
- K. Any computer equipment necessary to support Operator's home office operations within the Airport and as required by this Agreement.

- L. Costs arising or resulting from negligence, disregard, neglect, failure, carelessness or inattention of Operator or Operator's employees.
- M. Operator's cost of funds necessary to pay Operating Expenses prior to reimbursement by the Authority.
- N. The cost of any payments made by the Operator to the Authority related to the indemnification section of the Agreement.
- O. Federal, state, and local income, personal and applicable sales use and personal property taxes incurred by the Operator or individuals of the Operator, its agents and employees in its operations.
- P. Any late payments or interest charges incurred.
- Q. Long distance telephone charges not directly related to services provided under this Agreement, including long distance telephone charges between the local and home/corporate office and personal calls.
- R. Any Operating Expense not included below as a reimbursable item, and not approved in writing by the Authority.
- S. Start up and transition costs related to the commencement of operations under the Agreement. Expenses related to acquiring, by lease or purchase, suitable operating/office space required to support operators under this Agreement, as described in the Request for Bids, to include associated utilities, taxes, cleaning and maintenance costs.

Operating Expenses - means all direct expenses, without markup, relating to the direct local operation, management, and maintenance of Rental Car Fueling System at the Airport.

Operations and Procedures Manual or Manual - means the procedures and standards for the operation, management, and maintenance of Rental Car Fueling System at the Airport as prepared by the Operator and approved by the Authority.

Operator – means the person or legal entity selected by the Authority as the Operator to provide for the operation, management, and maintenance of Rental Car Fueling System at the Airport.

Other Products - any material, other than gasoline stored in or put through the Fueling System for use in connection with the Rental Car Fueling System and for the benefit of the Fueling Companies.

Reimbursable Expenses - means all anticipated Operating Expenses to be incurred by the Operator in the normal operation of the Rental Car Fueling System, and included in the Annual Operating Budget, including but not limited to, the following:

- A. Fueling System On-Site Manager/Supervisor and staff salaries, as authorized, which are subject to prior approval by the Authority and all other associated payroll costs, such as payroll taxes, health care program costs and related benefits, etc.
- B. Staffing costs of all other employees whether full-time or part-time that are necessary to operate the Fueling System Facilities. Any overtime reimbursement requested from the Authority shall be within the overtime allowance established in Operator's approved budget and may require an explanation of the need for such overtime.
- C. All payroll taxes and any similar charges, employee benefit costs including workers' compensation insurance and unemployment insurance, and any similar charges, as approved, relating to salaries and wages under Subsections A & B above.
- D. The cost of uniforms. Any Operator issued articles missing from the inventory or those not returned upon termination of an employee shall be non-reimbursable.
- E. The cost of training for existing local employees, employee seminars, and employee mileage claims, as approved by the Authority.
- F. All materials and supplies, including sales tax and applicable use taxes, required for such operation, including but not limited to office supplies, postage, other supplies and sundry items, forms and printing paper.

- G. The cost of utilities that are not directly connected to the Authority's main meter and telephone service, less any interest or late charges generated by the late payment from the Operator.
- H. The cost of cellular telephones for the On-Site Manager/Supervisor and staff, as authorized.
- I. The cost of any employee bonus or award program, subject to the Authority's prior written approval.
- J. The cost of local employment screening, hiring, and training of employees.
- K. Cost of repairs and maintenance of the Fueling System and any other repairs necessary for the direct operation of the Fueling System as provided for in the Agreement.
- L. The cost of acquiring, maintaining, repairing, and fueling all transportation equipment used in the operation, management and maintenance of the Rental Car Fueling System by the Operator, including sales and use taxes and registration.
- M. Any capital expense, upon prior approval by Authority, that is deemed necessary for the direct operation of the Fueling System.
- N. The cost of acquiring and maintaining Contractor's Pollution and Environmental Insurance, as required under this Agreement.

Rental Car Fueling System (or Fueling System) - means a system for storing and transporting unleaded gasoline (or such other fuel or fuels as may be approved by the Authority in writing), consisting of six (6) 25,000 gallon fuel tanks (150,000 gallons total capacity), oil-water separators, pneumatic bulk inventory and system status reporting system, bulk delivery unloading and fill port stations, FuelMaster automated fuel monitoring and reporting system, 96 duplex fuel pumps with breakaway retractable hoses, and associated double-walled piping with low-point lead detection system linking

the fuel farm with the fuel island(s) in the Fueling Companies' respective QTA fueling areas, as well as certain other equipment, improvements and/or appurtenances thereon or as described herein, or as otherwise may be added, subtracted, modified, enhanced, or placed in stock to support the Fueling System on the Airport.

2.0 SCOPE OF SERVICES AND INCORPORATION BY REFERENCE - Operator hereby agrees to operate, manage, and maintain the Rental Car Fueling System at the Airport as described in the Request for Bids and all Addenda; Operator's Bid, dated _____; and any other written clarifications of that Bid received by Authority prior to the date of this Agreement. The Request for Bids, all Addenda, and Operator's Bid are hereby merged into and incorporated by reference as part of this Agreement. If there are any conflicts between the terms of this Agreement and the Request for Bids; or between this Agreement and Operator's Bid; the terms of this Agreement will control.

3.0 TERM - The term of this Agreement is four (4) years commencing October 1, 2019, and expiring September 30, 2023, unless terminated sooner as provided by this Agreement. At its sole discretion, the Authority may extend this Agreement for two (2) additional two-year terms under the same terms and conditions. Authority shall give notice of its desire to extend this Agreement no later than one hundred twenty (120) days prior to the expiration date of the initial term of this Agreement or any subsequent term.

- 4.0 OPERATIONS AREAS** - The Authority grants to the Operator and the Operator takes from the Authority the right to use and occupy the Rental Car Fueling System Facilities to perform the services required by this Agreement.
- 4.1 Operator shall be entitled to use, in common with others, the Operational Areas, together with all facilities, equipment, improvements, and services provided in connection with the Operational Areas for the purpose of conducting services under this Agreement.
- 4.2 Operator may not use the assigned Operational Areas for any commercial or other activity except for the services outlined in this Agreement.
- 4.3 The Authority reserves the right to expand, contract, or modify the Operational Areas described above or to create additional fueling system or related facilities in its sole discretion. Upon completion of any expansion, contraction, or modification to the fueling system or related facilities, such facilities shall be included in Operator's services under this Agreement upon the same terms and conditions.
- 4.4 The Operator shall not, at any time during the term of this Agreement, abandon any or all of the Rental Car Fueling System services without prior written approval from the Authority.
- 4.5 The Operator shall use the Operational Areas only for purposes consistent with its responsibilities under this Agreement and for no other purpose whatsoever. The Operator shall not install any coin or credit card-operated devices such as pay telephones, vending machines or

devices, nor install or permit commercial advertising signs or any other type of concession activity without prior written permission of the Authority.

- 4.6 Authority further grants to Operator the right of ingress to and egress from the Airport over public roadways, subject to all laws, ordinances, rules, and regulations as presently in effect and as may be established in the future by the Authority, Lee County, or the State of Florida, as may be required by Operator's operations. The Authority, or Lee County, may substitute other means of ingress and egress to the Airport, and may temporarily or permanently close any entrance or other roadway, from time to time, during the term of this Agreement.

5.0 OPERATOR'S OBLIGATIONS - The obligations of the Operator with respect to services authorized under this Agreement shall include, but are not limited to the following:

- 5.1 Licenses - The Operator agrees to obtain, and maintain throughout the term of this Agreement, all such licenses as are required to do business in the State of Florida and in Lee County, Florida, including, but not limited to, licenses required by any State board or other governmental agency responsible for regulating and licensing the services provided and performed by the Operator.
- 5.2 Personnel - The Operator agrees that when the services to be provided and performed relate to service(s) which, under Florida law, requires a

license, certificate of authorization or other form of legal entitlement to practice such service(s), to employ and/or retain only qualified personnel to be in charge of all such services provided under this Agreement.

6.0 PROJECT MANAGERS - The Authority hereby designates its _____ at 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913, (239) _____ to serve as Authority's Contract Manager for this Project. The Operations Manager for the Operator is _____, whose address and telephone number is _____.

7.0 OPERATOR AN INDEPENDENT CONTRACTOR - The Operator is an independent contractor and is not an employee or agent of the Authority. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor between the Authority and the Operator, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement.

8.0 INSURANCE - Operator must furnish proof of insurance acceptable to the Authority. A copy of the Operator's current insurance certificate verifying the Operator's insurance coverage must be submitted upon execution of this Agreement. The minimum required insurance coverage is not intended to, and shall not in any manner, limit or reduce liabilities and obligations assumed by the Operator, its agents, employees, or subcontractors.

Operator shall furnish the following coverages either through existing policies or by virtue of a specific project policy, with deductible limits acceptable to the Authority:

8.1 Commercial General Liability and Umbrella Liability Insurance - The Operator shall carry limits of insurance no less than the following. Insurance coverage shall include liability arising from independent contractors and contractual liability. Unless otherwise approved in advance, limits of liability carried by subcontractors to the Operator shall be the same as required of Operator.

Bodily Injury/Property Damage	\$ 2,000,000 Each Occurrence
Products/Completed Operations	\$ 2,000,000 Each Occurrence
Personal Injury & Advertising Injury	\$ 2,000,000 Each Occurrence
General Aggregate	\$ 5,000,000 Annually
Excess Liability	\$10,000,000 Annually
Fire Legal Liability	\$ 2,000,000
Medical Payments	\$ 50,000
Employee Dishonesty and Fidelity	\$ 1,000,000

The Lee County Port Authority shall be named as an additional insured on the General Liability policy. The Operator's insurance will be primary and include a waiver of subrogation, by both Operator and its insurers, in favor or the Authority. Any work performed Airside will require a minimum of \$5,000,000.00 in liability coverage. The insurance provided will include coverage for all parties employed by the Operator. At the discretion of the Authority, all insurance limits may be reevaluated and increased or

decreased at the sole discretion and at any time during the term of the Agreement.

8.2 Business Auto Liability Insurance - Operator shall carry a Business Auto Liability Policy, which includes contractual liability, with a Bodily Injury & Property Damage Limit not less than \$5,000,000 each accident. Such coverage shall cover liability arising out of the use of any automobile (including owned, hired, and non-owned autos). The Lee County Port Authority shall be an additional insured on the Business Auto policy. A waiver of subrogation by both Operator and its insurers, in favor of the Authority, is required for this coverage.

8.3 Contractor's Pollution and Environmental Liability - Operator shall carry Contractor's Pollution and Environmental Liability insurance with limits no less than \$5,000,000.00. The Lee County Port Authority shall be named as an additional insured or certificate holder on all coverages.

8.4 Professional Liability (as appropriate) - \$2,000,000.00 Each Occurrence/Aggregate.

8.5 Workers Compensation - Workers Compensation and Employer's Liability insurance in an amount required by Florida state law. Employer's Liability limits of at least the following are required:

Per Employee	\$1,000,000
Per Employee	\$1,000,000 (Disease)
Policy Limit	\$1,000,000 (Disease)

A waiver of subrogation by both Operator and its insurers, in favor of the Authority, is required for this coverage. Operator's insurance certificate should note any exceptions.

Upon executing this Agreement, Operator shall furnish to the Authority a properly executed certificate of insurance. The appointed insurance agent or carrier shall be duly licensed to provide coverage and honor claims with Florida. All certificates shall reference this Agreement and evidence and provide for written notice to the Authority prior to the cancellation or material change of any policies.

Failure of the Authority to demand such certificates or other evidence of full compliance with these insurance requirements or failure of the Authority to identify a deficiency from evidence that is provided shall not be construed as a waiver of the Operator's obligation to maintain such insurance. Operator shall furnish certified copies of any or all insurance policies required above within ten (10) days of the Authority's written request for said copies.

The Operator will be responsible for acts or omissions arising out of the operations of any subcontractor, independent contractor or material supplier providing services or materials at the Operator's direction. The Operator will furnish the Authority's Risk Manager with a list of all subcontractors and independent contractors prior to the beginning work on Authority property or for the benefit of the Authority. Unless otherwise

approved in advance, limits of liability coverage carried by subcontractors to the Operator shall be the same as required of the Operator. The Operator shall require and ensure that all subcontractors and independent contractors carry insurance as required of the Operator.

8.6 Lapse in Coverage - Should at any time Operator not maintain the insurance coverages required in this Agreement, Authority may cancel the Agreement, or at its sole discretion, be authorized to purchase such coverages and charge Operator for such coverage purchased. The Authority shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage purchased or the insurance company/companies used. The decision of Authority to purchase such insurance coverage shall in no way be construed to be a waiver of its rights under this Agreement.

9.0 COMPENSATION AND METHOD OF PAYMENT

9.1 Rental Car Fueling System Management and Operation Services - The Authority shall pay the Operator for all requested and authorized services completed in the amount and according to the procedures set out in the Request for Bids and the Operator's Bid.

Contract Years 1-4 Management Fee.....\$_____

9.2 Payment When Services Are Terminated at the Convenience of the Authority - In the event of termination of this Agreement for the convenience of the Authority, the Authority shall compensate the Operator

for: (1) all services performed prior to the effective date of termination; (2) reimbursable expenses then due; and (3) reasonable expenses incurred by the Operator in effecting the termination of services and work.

9.3 Payment When Services Are Suspended - In the event the Authority suspends the Operator's services or work on all or part of the services required by this Agreement, the Authority shall compensate the Operator for all services performed prior to the effective date of suspension and any reimbursable expenses then due along with any reasonable expenses incurred or associated with, or incurred as a result of, such suspension.

9.4 Non-Entitlement to Anticipated Fees in the Event of Service Termination, Suspension, Elimination, Cancellation and/or Decrease in Scope of Services - In the event the services required under this Agreement are terminated, canceled, or decreased due to: (1) termination; (2) suspension in whole or in part; and (3) and/or are modified by the subsequent issuance of Amendment(s) to this Agreement; the Operator shall not be entitled to receive compensation for anticipated fees; profit, general and administrative overhead expenses or any other anticipated income or expense which may be associated with the services which are terminated, suspended, eliminated, canceled or decreased.

10.0 ASSIGNMENT, TRANSFER AND SUBCONTRACTS - The Operator shall not assign or transfer any of its rights, benefits or obligations hereunder, except for transfers that result from the merger or consolidation of Operator with a third

party. Operator may subcontract small portions of the work required hereunder to subcontractors with prior written approval of the Authority.

11.0 MAINTENANCE OF RECORDS - Operator will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by Operator for a minimum of five (5) years from the date of termination of this Agreement, or any extension to this Agreement. Authority, the Federal Aviation Administration, the Comptroller General of the United States or any duly authorized agents or representatives of any of them shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the period of five (5) years thereafter; provided, however, such activity shall be conducted only during normal business hours.

12.0 PUBLIC RECORDS – COMPLIANCE WITH SECTION 119.0701, FLORIDA STATUTES

To the extent Operator is "acting on behalf" of Authority in providing services under this Agreement, Operator specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

12.1 Keep and maintain public records that ordinarily and necessarily would be required by the Authority in order to perform the services required under this Agreement;

- 12.2 Upon request from the Authority, provide the Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- 12.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- 12.4 Meet all requirements for retaining public records and transfer, at no cost to the Authority, all public records in possession of Operator upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Authority in a format that is compatible with the information technology system of the Authority.

IF THE OPERATOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE OPERATOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (239) 590-4504, 11000 TERMINAL ACCESS ROAD, STE. 8671, FORT MYERS, FL 33913, PUBLICRECORDS@FLYLCPA.COM, [HTTPS://FLYLCPA.COM/PUBLICRECORDSREQUESTS](https://FLYLCPA.COM/PUBLICRECORDSREQUESTS).

13.0 PUBLIC RECORDS EXEMPTIONS

Operator agrees not to divulge, furnish or make available to any third person, firm or organization, without Authority's prior written consent, or unless incidental

to the proper performance of Operator's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by Operator hereunder. Operator shall require all of its employees, agents, and subcontractors to comply with the provisions of this Article, and acknowledges that any information concerning its services may be exempt from disclosure under the Florida Public Records Law as follows:

13.1 Airport Security Plans - The Southwest Florida International Airport security plan, and other critical operational materials designated by the Authority, are exempt from disclosure as public records under Section 331.22, Florida Statutes (2001).

Operator agrees not to divulge, furnish, or make available to any third person, firm, or organization, without the Authority's prior written consent, the airport security plan, or any photograph, map, blueprint, drawing, or similar material that depicts critical operational information; and also any threat assessments; threat response plans; emergency evacuation plans; shelter arrangements; security manuals; emergency equipment; and security training that the Authority determines could jeopardize airport security if generally known.

13.2 Building Plans - Operator further acknowledges that Section 119.071(3)(b), Florida Statutes (2005), exempts building plans, blueprints, schematic drawings, and diagrams depicting internal layouts and

structural elements of a public building from the disclosure requirements of the Florida Public Records Law.

Operator agrees not to divulge, furnish, or make available to any third person, firm, or organization, without the Authority's prior written consent, any of the documents or materials listed above, and shall require all of its employees, agents, and subcontractors to comply with the provisions of this section.

- 13.3 Airport Security Systems - Section 281.301, Florida Statutes, exempts information relating to the security systems for any property owned by or leased to the Authority and information relating to the security systems for any privately-owned or leased property which is in Authority's possession, including all records, information, photographs, audio and visual presentations, schematic diagrams, surveys, recommendations, or consultations or portions thereof relating directly to or revealing such systems or information, and all meetings relating directly to or that would reveal such systems or information, are confidential and exempt from disclosure.

Operator agrees not to divulge, furnish, or make available to any third person, firm, or organization, without the Authority's prior written consent, any of the documents or materials listed above, and shall require all of its employees, agents, and subcontractors to comply with the provisions of this section.

14.0 OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, all records, documents, tracings, plans, specifications, maps, evaluations, reports and other technical data, other than working papers, prepared or developed by Operator or consultants to Operator under this Agreement, shall be delivered to and become the property of Authority. Operator may retain copies thereof for its files and internal use.

15.0 COMPLIANCE WITH TAXES, LICENSES, PERMITS, AND RULES

15.1 Operator shall comply and cause its subcontractors to comply with all municipal, state and federal laws, applicable national and local codes, the Authority's rules and regulations applicable to work conducted under this Agreement including compliance with Authority's Airport Master Security Plan, and the Operator shall obtain all necessary permits, pay all required fees and taxes and otherwise perform its services in a legal manner.

15.2 Operator shall obtain the appropriate security badges in accordance with the Airport Security Plan and procedures as applicable and necessary. All security badges are the property of the Authority. Operator is responsible for all security badges issued to its employees or any subcontractor's employees. Operator must agree to pay the Authority \$25 per badge for any badge not returned within thirty (30) days of the date an employee leaves Operator's employment or ceases work at the Airport or the date this Agreement is terminated or expires.

- 15.3 As between the Operator and the Authority, the Authority agrees to pay, in addition to the prices herein quoted, the amount of any tax based upon the transfer, use, ownership, or possession of the equipment to which this Agreement relates, imposed by any law enacted after the date of the Agreement or imposed upon the Authority by an existing law. By so agreeing, the Authority does not in any way admit the validity of any such tax.
- 15.4 Operator's personnel shall immediately report all accidents or unusual incidents occurring on the Airport premises to the Authority Communications Center and Operations Department. Unusual or catastrophic events involving personnel or equipment covered by the Agreement shall be documented by a written report to the Authority detailing the circumstances surrounding the event and the actions taken or to be taken by the Operator. The written report shall be provided no more than five (5) days after the event.
- 15.5 The Operator shall use all reasonable care consistent with its rights to manage and control its operation, and shall not employ any persons, use any labor, use or have any equipment, supplies or materials or permit any condition to exist which may cause, or be conducive to, any complaint, trouble, dispute or controversy which interferes or is likely to interfere with the operation of the Airport or with other Airport employees or Contractors. The Authority may reject any of Operator's employees if the employee is

deemed to be unsuitable to work at Southwest Florida International Airport, and the Operator shall immediately replace said employee.

15.6 If any type of strike, boycott, picketing or work stoppage is directed against the Operator at the Airport, which results in the discontinuance of services performed hereunder, the Authority shall have the right during said period to, by itself or by any third person or persons, perform said services and invoice the Operator for any costs in excess of the agreed prices. Operator will not be paid for any services not performed. The Authority will prorate payments for work completed by Operator but not invoiced by the Operator up until the time of any work stoppage.

15.7 The prevailing minimum wage rates under the Agreement must be posted above each time clock in both the English and Spanish languages.

15.8 All bulletins and general information for the benefit of the employees must be posted in both the English and Spanish languages.

16.0 INDEMNIFICATION - The Operator agrees to be liable for, and shall indemnify, defend and hold Lee County and the Authority and their respective commissioners, officers, employees and agents, harmless from any and all claims, suits, judgments or damages, losses and expenses, including court costs, expert witness and professional consultation services, and attorneys' fees arising out of the Operator's errors, omissions, and/or negligence in providing services under this Agreement, claims arising from, including acts of the

Authority, except where such claims are attributable to the sole negligence of the Authority.

17.0 PERFORMANCE GUARANTY - A performance bond, letter of credit, or a cashier's check, made payable to the Lee County Port Authority Board of Port Commissioners, shall be provided in the amount of two hundred-fifty thousand dollars (\$250,000.00), within fifteen (15) calendar days from the date of written notice of award. The performance guaranty assures that the Operator will promptly complete the work in accordance with the terms of this Agreement. An acceptable form of a Performance Bond is attached as Exhibit "A."

18.0 PAYMENT GUARANTY - A separate payment bond, letter of credit, or a cashier's check, payable to the Lee County Port Authority Board of Port Commissioners, shall be provided in the amount of twenty-five thousand dollars (\$25,000.00), within fifteen (15) calendar days from the date of written notice of award. The payment guaranty assures that the Operator will promptly pay in full all bills and accounts for materials and labor used in the completion of the work. An acceptable form of a Payment Bond is attached as Exhibit "B."

19.0 APPLICABLE LAW - This Agreement shall be governed by the laws, rules and regulations of the State of Florida, or the laws, rules, and regulation of the United States when providing services funded by the United States government.

20.0 F.A.A. NONDISCRIMINATION CLAUSE - The Operator, for itself, its successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree that in the furnishing of services to the Authority hereunder,

no person on the grounds of race, color, national origin, disability, age or sex shall be excluded from participation in, denied the benefits of or be otherwise subjected to discrimination in the furnishing of services under this Agreement in the award and performance of any DOT-assisted contract or in the administration of Authority's D.B.E. program or the requirements of 49 CFR Part 26.

21.0 F.A.A. DISADVANTAGED BUSINESS ENTERPRISE (D.B.E. CLAUSE) - The Operator as subrecipient (of Authority) or subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Operator shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Operator to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient (Authority) deems appropriate.

22.0 WAIVER OF BREACH - No waiver by Authority at any time of any of the terms, conditions or covenants of the Agreement, or noncompliance therewith, shall be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant or agreement herein contained, nor of the strict and prompt performance thereof by Operator. No delay, failure or omission of Authority to exercise any right, power, privilege or option arising from any default nor subsequent payment of charges then or thereafter accrued, shall impair any

such right, power, privilege or option, or be construed to be a waiver of any such default or relinquishment thereof or acquiescence therein.

23.0 SECURING AGREEMENT

Operator warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Operator, to solicit or secure this Agreement and that Operator has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Operator, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. Operator shall sign the Truth-In-Negotiation Certificate attached hereto and made a part hereof as Exhibit C. The original Agreement price and any additions thereto shall be adjusted to exclude any sums by which Authority determines the Agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

24.0 CONFLICT OF INTEREST

Operator represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Work required hereunder. Operator further agrees that no persons having any such interest shall be employed to perform those services.

25.0 WAIVER OF CLAIMS - Operator hereby waives any claim against the Lee County Port Authority, or Lee County, Florida, and their respective officers, agents or employees for loss of anticipated profits caused by any suit or

proceedings directly or indirectly attacking the validity of the Request for Bids, the Bid evaluation or award or this Agreement or any part thereof, or by any judgment or award in any suit or proceeding declaring the Bid process or this Agreement null, void, or voidable, or delaying the same, or any part hereof, from being carried out.

26.0 TIME OF THE ESSENCE - Time is expressed to be of the essence of this Agreement.

27.0 CONTRACT MADE IN FLORIDA - This Agreement has been made in and shall be construed in accordance with the laws of the State of Florida. All duties, obligations and liabilities of Authority and Operator are expressly set forth herein and this Agreement can only be amended in writing signed by both parties. It is agreed that the venue of any action brought under this Agreement shall be in Lee County, Florida.

28.0 DEFAULT AND TERMINATION - Except as otherwise provided herein, in the event that:

- (a) The Operator fails to keep, perform and observe each and every covenant and agreement set forth in this Agreement and such failure shall continue for a period of more than five (5) days after delivery to the Operator of a written notice of such breach or default; or
- (b) The Operator's occupational or business license shall terminate or Operator shall fail to furnish the Authority with any performance guaranty

or evidence of insurance as required by the Request For Bids or this Agreement for any reason; or

- (c) The Operator shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the federal bankruptcy laws, or under any other law or statute of the United States or any State thereof or shall consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or
- (d) The Operator shall have a petition under any part of the federal bankruptcy laws, or an action under any present or future insolvency laws or statute, filed against it, which petition is not dismissed within fifteen (15) days after the filing thereof; then, the Lee County Port Authority, in its discretion, shall have the right to terminate this Agreement for default, which termination shall be effective twenty-four (24) hours after written notice of such termination is given to the Operator. In the event that the Authority terminates this Agreement for default, the Operator shall receive compensation earned to the date of termination (but the Authority shall have the right to offset its damages and any amounts owed by the Operator to the Authority against any amount owed to Operator). Operator shall not be compensated for any profits earned or claimed after

the receipt of the Authority's Notice of Termination by default. The Authority's election to terminate this Agreement for Operator's default shall in no way be construed to limit the Authority's right to pursue and exercise any other remedy available to it pursuant to the terms of the Agreement or otherwise provided by law or equity.

- (e) Notwithstanding anything else herein contained, the Lee County Port Authority may terminate this Agreement in whole or in part at any time for its convenience by giving the Operator sixty (60) days written notice. In that event, the Operator shall proceed to complete any part of the Work, as directed by the Authority and shall settle all its claims and obligations under the Agreement, as directed by the Authority.
- (f) The Operator may request that this Agreement be terminated by submitting a written notice to the Authority dated not less than one hundred and twenty (120) calendar days prior to the requested termination date and stating the reason(s) for such a request. However, the Authority reserves the right to accept, or reject, the termination request submitted by the Operator, and no such termination request submitted by the Operator shall become effective until Operator is notified, in writing, by the Authority of its acceptance.

29.0 AIR OPERATIONS AREA (AOA) SECURITY MAINTENANCE - Employees of the Operator or subcontractors who must work full or part time within the

Secured Area/Air Operations Area (AOA) at the Southwest Florida International Airport must qualify for and obtain the appropriate Airport-issued identification badges which must be worn at all times while within the aforementioned areas. Badges shall be worn on outer, uppermost garments so as to be clearly visible in order to distinguish, on site, employees assigned to a particular Operator. Badges shall be issued individually. Drivers of delivery or hauling vehicles will not require badges but must be under the continuous escort of a properly badged employee while within the Secured Area/AOA. The Operator and/or subcontractor(s), as applicable, shall be required to execute a Letter of Agreement with the Airports' Police Department for the purpose of the following:

- (a) They will be responsible for any other persons in their employment including subcontractor and their employees, and material suppliers.
- (b) Employees issued the temporary I.D. badge will be restricted to the immediate area of the work. The Airports' Police Department will issue an eight-hour (8) temporary I.D. to contractor's employees should they leave their issued I.D. (unescorted access) at home. Employees that lost or forgot their issued I.D. may not be escorted within the Secured Area/SIDA/AOA.
- (c) Any employee of the Operator or subcontractor found outside their area of work shall be removed from that area. The Operator or subcontractor may not be permitted to utilize this individual for any further work on Airport(s) property, as determined appropriate by the Authority.

- (d) Any badged employee of the Operator found outside their area of work by an FAA or TSA Security Inspector, and causing a fine to be assessed against the Airport, shall be responsible for the payment of the fine. Operator shall be jointly liable for the payment of any fine assessed and the Service Agreement may be subject to termination.
- (e) Operator and subcontractors are responsible for control of I.D. badges issued to their employees. Employees who quit or are terminated must return their cards to their respective supervisor. The respective Operator and/or subcontractors must return the I.D. badges to the Airports' Police Department within twenty-four (24) hours of receipt. It shall be the contractor's responsibility to notify the Authority Police Department immediately at the moment of awareness of any employee who has terminated their employment. The Authority Police Department may be reached by calling (239) 590-4810. The Operator is also responsible for submitting a letter, on company letterhead, regarding the status of the employee. This letter is to be directed to the Authority Police Department and is to be submitted within twenty-four (24) hours of the termination.
- (f) The Operator and subcontractors will be required to obtain additional access privileges and media to work in the Federal Inspection Station (FIS), including the International Arrivals Building (IAB) and the In-Transit Lounge (ITL). This access and the conditions and requirements thereof

are administered directly by U.S. Customs and Border Patrol (C&BP) at the Southwest Florida International Airport.

30.0 PARKING - The Authority will provide free parking at a place or place(s) designated by the Authority for all on-site Operator personnel directly engaged in the performance of the Agreement.

31.0 NOTICE REGARDING PUBLIC ENTITY CRIMES - Section 287.133(3)(a), Florida Statutes, (1995), requires the Authority to notify Bidder/Lessee/Tenant of the provisions of Section 287.133(2)(a), Florida Statutes.

Section 287.133(2)(a), Florida Statutes, prohibits a person or affiliate who has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime from:

- (a) Contracting to provide goods or services to a public entity.
- (b) Submitting a bid on a contract for construction or repair of a public building or public work.
- (c) Submitting bids on leases of real property to a public entity.
- (d) Being awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of \$10,000.00.

The prohibitions listed above apply for a period of thirty-six (36) months from the date a person or an affiliate is placed on the convicted vendor list.

32.0 HEADINGS - The headings of the Articles, Sections, Exhibits, and Attachments as contained in this Agreement are for the purpose of convenience only and

shall not be deemed to expand, limit or change the provisions contained in such Articles, Sections, Exhibits and Attachments.

33.0 ENTIRE AGREEMENT - This Agreement, including the referenced Exhibits and Attachments, constitutes the entire Agreement between the parties and shall supersede all prior agreements or understandings, written or oral, relating to the matters set forth herein.

34.0 NOTICES AND ADDRESS

34.1 NOTICES BY OPERATOR TO AUTHORITY - All notices required and/or made pursuant to this Agreement to be given to the Operator to the Authority shall be in writing and shall be given by the United States Postal Service, to the following Authority address of record:

LEE COUNTY PORT AUTHORITY
11000 Terminal Access Road, Suite 8671
Fort Myers, FL 33913
Attention: Airport Executive Director

34.2 NOTICES BY AUTHORITY TO OPERATOR - All notices required and/or made pursuant to this Agreement to be given by the Authority to the Operator shall be made in writing and shall be given by the United States Postal Service, to the following Operator's address of record:

Attention:

34.3 CHANGE OF ADDRESS - Either party may change its address by written notice to the other party given in accordance with the requirements of this Article.

35.0 AMENDMENTS - The terms and provisions contained in this Agreement may be amended, in writing, by the Agreement of both parties. In the event of any conflicts between the requirements, provisions and/or terms of the Agreement and any written Amendment(s), the requirements, provisions and/or terms of the latest executed Amendment(s) shall take precedence.

36.0 MODIFICATIONS - Modifications to the terms and provisions of this Agreement shall only be valid when issued in writing as a properly executed Amendment(s) or Supplemental Task Authorization(s). In the event of any conflicts between the requirements, provisions, and/or terms of this Agreement and any written Amendment(s) or Supplemental Task Authorization(s), the latest executed Amendment(s) or Supplemental Task Authorization(s) shall take precedence.

37.0 ACCEPTANCE - Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the parties in the space provided.

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

ATTEST: CHARLIE GREEN
Clerk of the Circuit Court

**BOARD OF PORT COMMISSIONERS
LEE COUNTY, FLORIDA**

By: _____
Deputy Clerk

By: _____
Chair or Vice Chair

APPROVED AS TO FORM:

By: _____
Port Authority Attorney's Office

Signed, Sealed and Delivered
in the presence of:

OPERATOR

Witness

Signature

Witness

By: _____
Printed Name

SEAL

Title

EXHIBIT "A"
PERFORMANCE BOND

LEE COUNTY CONTRACT NO. _____
BOND NO. _____

PERFORMANCE BOND

I. KNOW ALL MEN BY THESE PRESENTS: That _____
, Contractor, located at _____
, telephone number [Telephone Number of Contractor], as Principal, and _____
, as Surety, located at _____
(Business Address), telephone number (____) _____,
are held and firmly bound unto the **Lee County Port Authority**, Lee County,
Florida, 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913,
telephone number (239) 590-4800, as Obligee and contracting public entity, in
the sum of _____
(\$ _____), lawful money of the United States, for the payment
whereof we bind ourselves, our heirs, executors, personal representatives,
successors and assigns, jointly and severally, firmly by these presents.

The owner of the property being improved is Lee County, Florida, Post Office
Box 398, Fort Myers, Florida, 33902, telephone number (239) 533-2111.

II. WHEREAS, Principal has entered into a contract (hereinafter "the Contract")
dated the _____ day of _____, 20____, with Obligee for the
Maintenance, Operation, and Management of Parking Facilities and Shuttle
Services at the Southwest Florida International Airport Project in accordance with
the conditions and provisions further described in the aforementioned contract,
which is by reference made a part hereof.

WHEREAS, the property to be improved is located at:

11000 Terminal Access Road, Fort Myers, Florida, 33913.

The improvements covered by the Contract is generally described as: _____

III. THE CONDITIONS OF THIS BOND are that if Principal

1. Fully, promptly, and faithfully performs the Contract at the times and in the manner prescribed in the Contract, and
2. Pays Obligees any and all losses, damages, costs and attorney's fees that Obligees sustains because of any default by Principal under the Contract, including, but not limited to, all delay damages incurred by Obligees; and
3. Performs the guarantee of all work and materials furnished under the Contract applicable to the work and materials, then this bond is void; otherwise it remains in full force.
4. The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in any way affect its obligation under this bond, and it does hereby waive notice of any such changes, extension of time, alterations or additions to the terms of the Contract or to work or to the specifications.
5. In no event shall the Surety be liable in the aggregate to Obligees for more than the penalty of its performance bond regardless of the number of suits that may be filed by Obligees.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under several seals this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

PRINCIPAL:

BY: _____
Authorized Signature (Principal)

Printed Name

Title of Person Signing Above

STATE OF _____)
)ss
COUNTY OF _____)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared before me _____, who is personally known to me or who has produced _____ as identification, and who acknowledged that he/she executed the foregoing instrument freely and voluntarily for the uses and purposes expressed herein.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 20____.

Signature of Notary

Printed Name of Notary

(SEAL)

Notary Public State of _____

My Commission Expires _____

Commission Number: _____

BY: _____
As Attorney in Fact (Attach Power)

Printed Name

Agency Name

Agency Mailing Address

Agency Telephone Number

STATE OF _____)
)ss
COUNTY OF _____)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared before me _____, who is personally known to me or who has produced _____ as identification, and who acknowledged that he/she executed the foregoing instrument freely and voluntarily for the uses and purposes expressed herein.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 20____.

Signature of Notary

Printed Name of Notary

(S E A L)

Notary Public State of _____

My Commission Expires _____

Commission Number: _____

EXHIBIT "B"
PAYMENT BOND

LEE COUNTY CONTRACT NO. _____
BOND NO. _____

PAYMENT BOND

BY THIS BOND, We, _____
, Contractor, located at _____
, telephone number (_____) _____, (hereinafter called the
"Principal"), and _____
, (hereinafter called the "Surety"), located at _____
, telephone number (_____) _____, a surety insurer chartered and
existing under the laws of the State of _____ and
authorized to do business in the State of Florida, are held and firmly bound unto the
LEE COUNTY PORT AUTHORITY, Lee County, Florida, as principal contracting entity,
11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913, telephone
number (239) 590-4800 (hereinafter called the "Obligee") in the sum of _____
(\$ _____), for payment of which we bind ourselves, our heirs,
personal representatives, successors, and assignees, jointly and severally.

The owner of the property being improved is Lee County, Florida, P.O. Box 398,
Fort Myers, Florida, 33902, telephone number (239) 533-2111.

WHEREAS, the property to be improved is located at 11000 Terminal Access
Road, Fort Myers, Florida, 33913.

WHEREAS, the Principal and Obligee have reached a mutual agreement
(hereinafter referred to as the "Contract") as of _____, 20____, (the
Contract date) for the purpose of providing maintenance, operation, and management
of parking facilities and shuttle services at the Midfield Terminal Complex at the
Southwest Florida International Airport, said Contract being made a part of this Bond by
this reference.

A. NOW THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE
PRINCIPAL:

1. Shall promptly make payments to all claimants as defined in Section
255.05(1), Florida Statutes, supplying the Principal with labor, materials, or
supplies, used directly or indirectly by the Principal in the prosecution of the
work provided for in the Contract; and

- 2. Shall pay the Obligee for all losses, damages, expenses, costs, and attorney's fees, including those resulting from appellate proceedings, that the Obligee sustains because of a default by the Principal under the Contract in regard to payment for such labor, materials, or supplies furnished to the Principal; then this Bond is void; otherwise, this Bond remains in full force and effect.

B. BE IT FURTHER KNOWN:

- 1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or alterations which may be made in the terms of the Contract, or in the work to be done under it, or the giving by the Obligee of any extension of time for the performance of the Contract, or any other forbearance on the part of the Obligee or Principal to the other, shall not in any way release the Principal and the Surety, or either or any of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the surety of any such changes, alternations, extensions or forbearance being hereby waived.
- 2. Certain claimants seeking the protection of this Bond by instituting an action for payment must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and specifically the notice and time limitations contained in Section 255.05 (2), Florida Statutes, and otherwise provided by law.
- 3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to Section 255.05, Florida Statutes.

THIS BOND DATED _____ day of _____, 20____, (the date of issue by the Surety or by the Surety's agent and the date of such agent's power-of-attorney).

ATTEST

PRINCIPAL:

Witness

By: _____
Authorized Signature (Principal)

Witness

Printed Name

Title of Person Signing Above

OR

Witness

BY: _____
As Attorney in Fact (Attach Power)

Witness

Printed Name

STATE OF _____)

)ss.

COUNTY OF _____)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared before me _____ who is personally known to me or who has produced _____ as identification, and who acknowledged that he/she executed the foregoing instrument freely and voluntarily for the uses and purposes expressed herein.

WITNESS my hand and official seal in the County and State last aforesaid this ___ day of _____, 20__.

Notary Public, State of _____

Printed Name of Notary _____

Commission Number: _____

My Commission Expires: _____

(S E A L)

ATTEST

Printed Name: _____

Business Address: _____

Witness

Authorized Signature _____

Witness

Printed Name _____

OR

Witness

As Attorney in Fact (Attach Power)

Witness

Printed Name

_____ Agency Name

_____ Agency Mailing Address

_____ Agency Telephone Number

STATE OF _____)
)ss.
 COUNTY OF _____)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared before me _____, who is personally known to me or who has produced _____ as identification, and who acknowledged that he/she executed the foregoing instrument freely and voluntarily for the uses and purposes expressed herein.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 20____.

 Signature of Notary

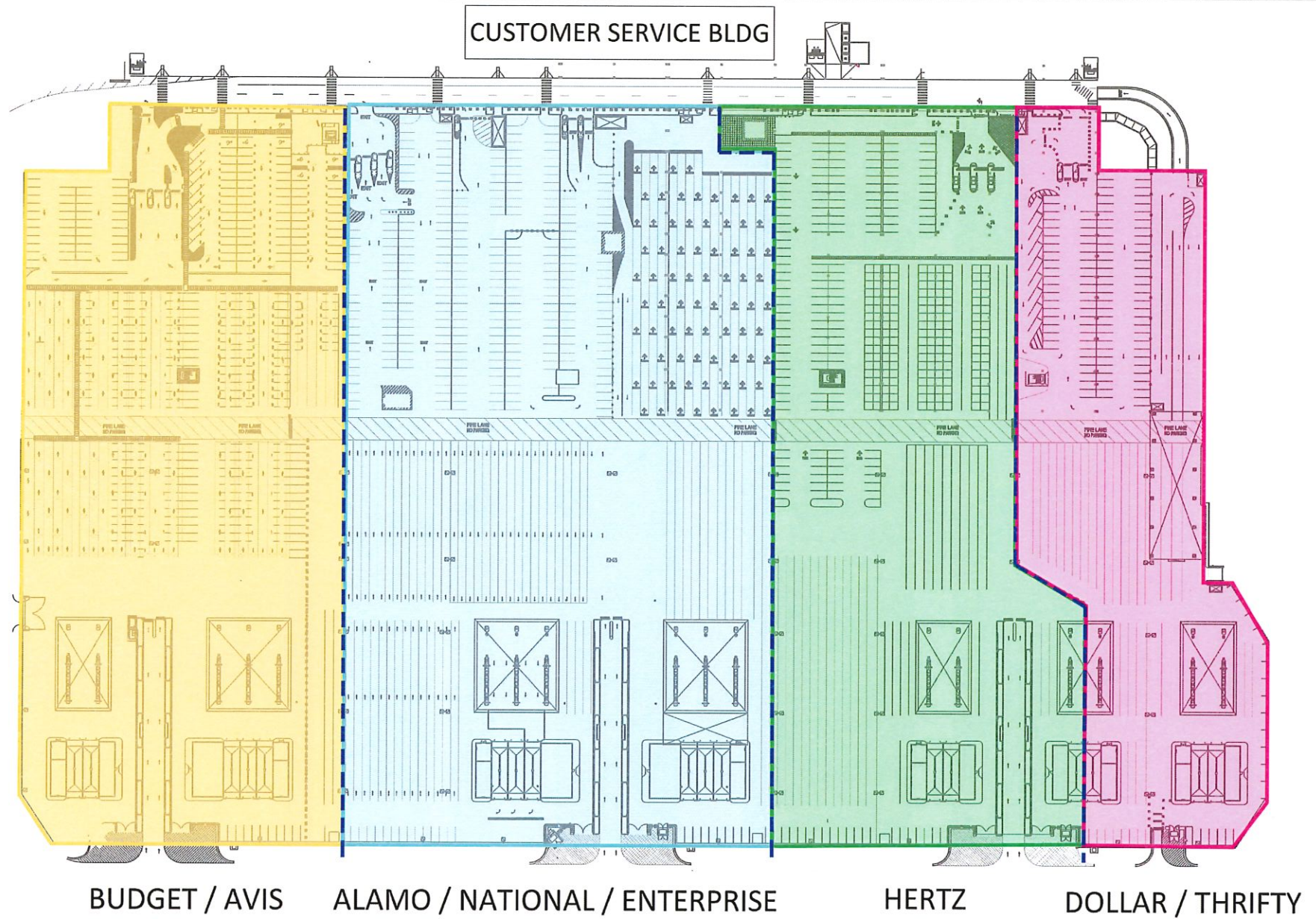
 Printed Name of Notary

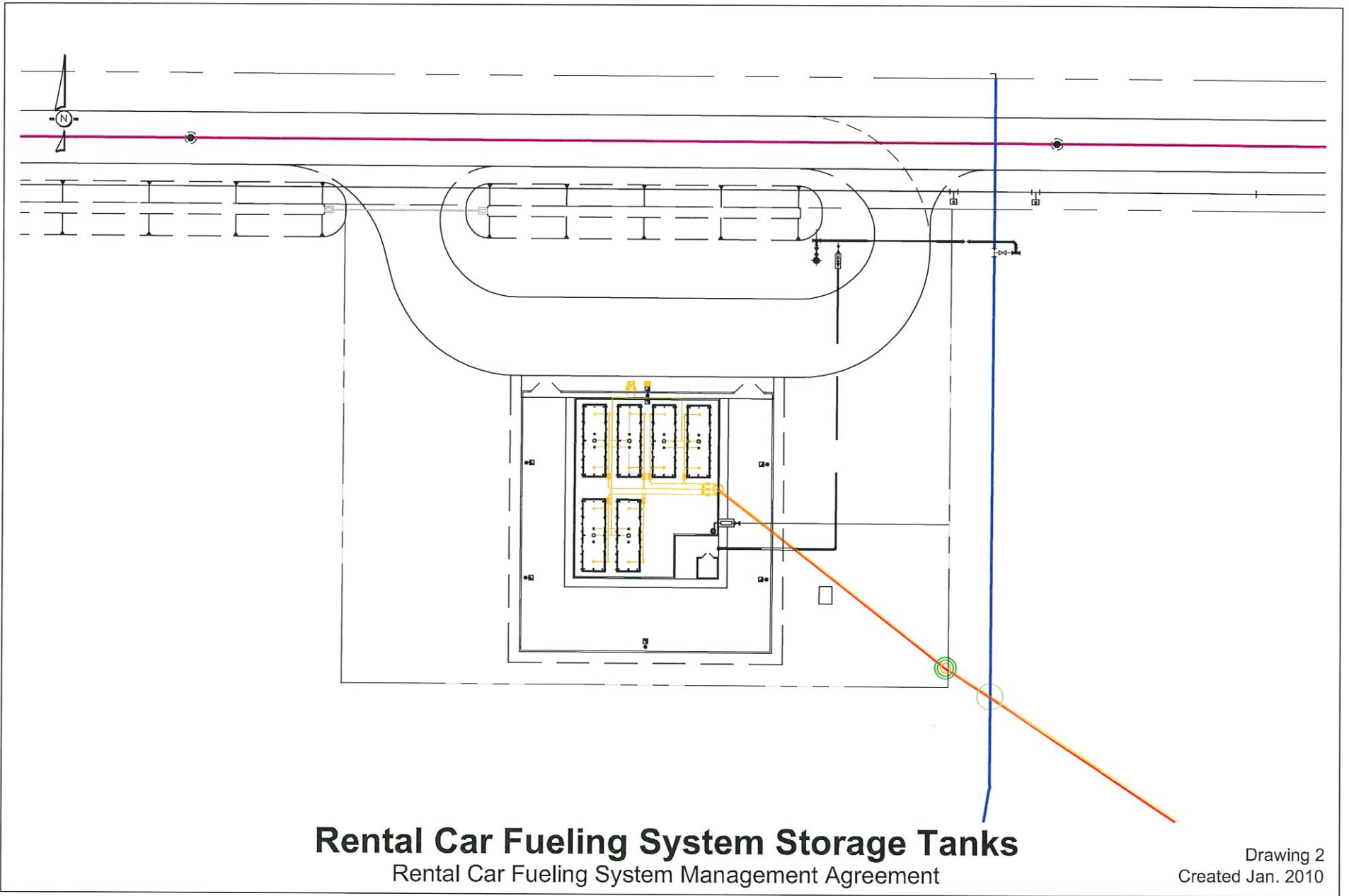
(S E A L) Notary Public State of _____
 My Commission Expires _____
 Commission Number: _____
 Notary Public, State of _____

EXHIBIT "B"

EXHIBIT "C"

RENTAL CAR FUELING SYSTEM ILLUSTRATIONS





Rental Car Fueling System Storage Tanks
Rental Car Fueling System Management Agreement

Drawing 2
Created Jan. 2010

EXHIBIT "D"



Midfield Terminal

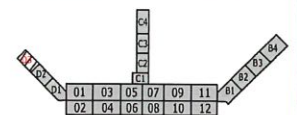
Exhibit D

First Floor
(Arrivals Level)

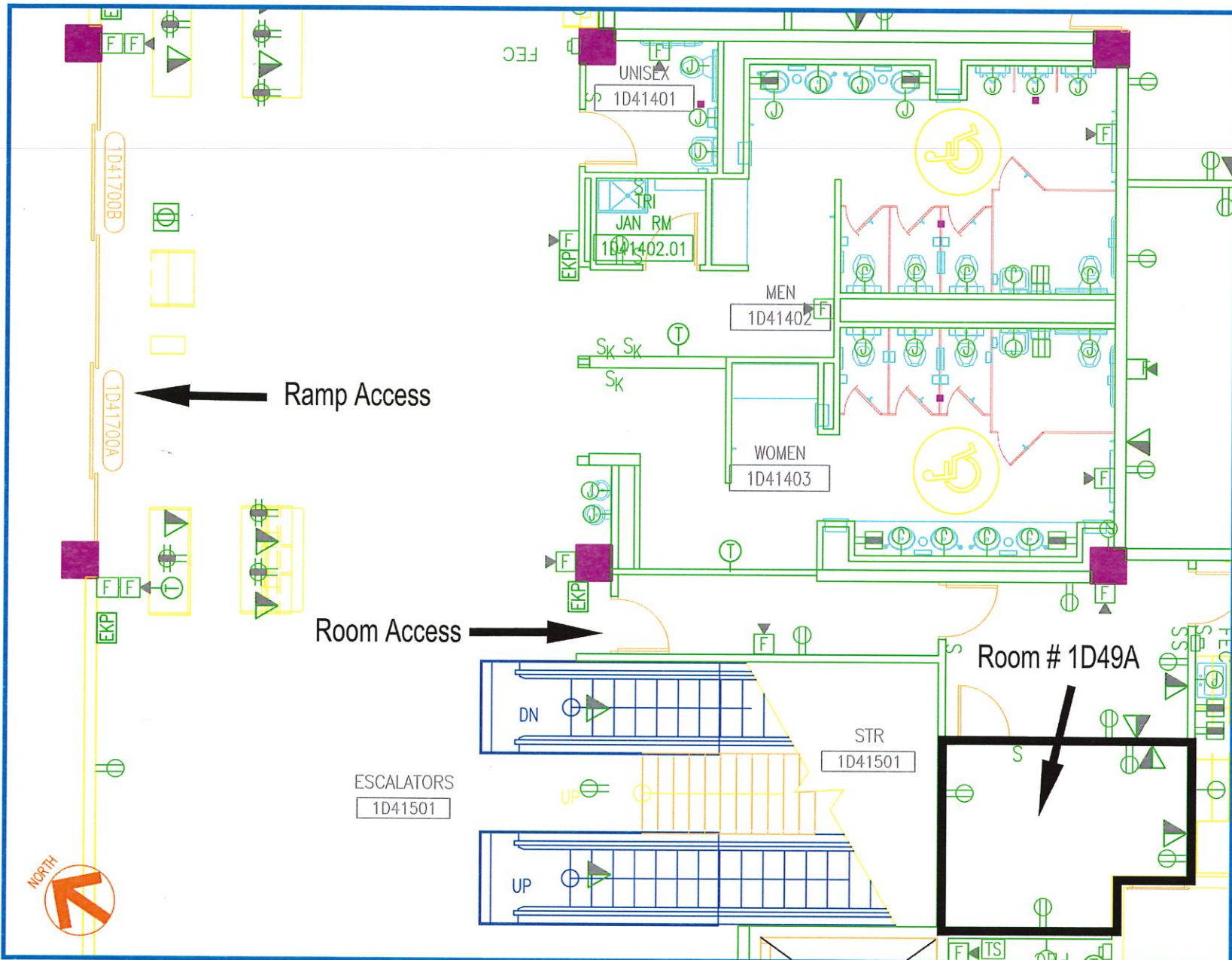
Operation, Management
and Maintenance of a
Rental Car Fueling System

Office # 1D49A

Date: 11 - February - 2019



KEY PLAN
Floor 1 Zone D4
N.T.S.



Z:\CAD\BIB EBANK Resources\Contract Mgmt Drawings\1D41700A\1D41700A_Terminal_P1_ZONE-D4_RFL_19-12.dwg, Layout1, 2/20/2019 3:07:50 PM, g1menez





**Request for Bids
Lee County Port Authority
RFB #19-12**

**OPERATION, MANAGEMENT, AND MAINTENANCE OF
A RENTAL CAR FUELING SYSTEM AT SOUTHWEST
FLORIDA INTERNATIONAL AIRPORT**

**Prepared by:
Swissport Fueling, Inc.
May 2, 2019**

Table of Contents

Section A – Executive Summary

Section B – Form 1, Bidder’s Certification

Section C – Form 2, Official Bid Form

Section D – Form 3, Lobbying Affidavit

Section E – Form 4, Public Entity Crimes Form

Section F – Form 5, Bidder’s Scrutinized Companies Certification

Section G – Form 6, Local Vendor Preference Affidavit

Section H – Form 7, Professional References

Section I – Form 8, Bid Bond

Section J – Financial Statements

Section K – Qualification of Bidders and Minimum Experience Requirement

Section L – Summary Operations and Maintenance Manual

Section M – Transition Plan

Section N – Insurance Certificates

Section O - Resumes

Executive Summary

This proposal has been prepared by Swissport Fueling, Inc. (Swissport) following a detailed analysis over the material contained within the Lee County Port Authority Request for Bids (RFB). Swissport's senior management team of Tucker Cornwell and Otis Williams were involved with the process of reviewing and preparing our response to the bid request with significant assistance from our local Southwest Florida International Airport (RSW) management team.

Swissport is well suited to continue to be the operator of choice for the RSW Rental Car Fuel Facility based on our vast experience in the maintenance and operation (M&O) of fuel storage systems and our specific experience with the M&O of the RSW Rental Car Fuel Farm Facility. Swissport has been managing and operating the RSW Rental Car Fuel Facility operation since the commissioning of the facility in September 2005. In addition to RSW, Swissport manages several gasoline and diesel fuel facilities and are accustomed to the operation and maintenance of those types of fuel systems. Swissport currently operates and maintains these types of fueling facilities at the Oakland International Airport (OAK), Reno-Tahoe International Airport (RNO), Islip MacArthur International Airport (ISP), Boston Logan International Airport (BOS), and Los Angeles International Airport (LAX) to name a few. Swissport is confident that our experience in these similar operations, as well as our overall fuel system experience will allow us to provide the guidance and services necessary to protect the investment of the Lee County Port Authority and rental car agency users and help deliver lower operating and maintenance costs.

Swissport has been in the business of maintaining fuel storage systems for over 50 years and currently handles approximately 6.5 Billion gallons of fuel annually at nineteen (19) fuel storage facilities at, all of which are managed on behalf of an airline consortium or airport authority. Over those years Swissport has demonstrated a growing understanding of the responsibilities necessary in maintaining these fuel systems with an eye towards safety, cost controls, inventory management, and reduction and a clear emphasis on environmental compliance and responsibility. Swissport has vast experience with the requirements that pertain to a fuel storage and distribution system, to include, but not limited to:

- Scheduling of jet fuel deliveries for multiple holders of title in large batches,
- Inventory management of large volumes of jet fuel for multiple users of a Fuel Facility,
- Technical expertise in the operation and maintenance of state-of-the-art electrical and control system,
- Technical expertise for major maintenance of jet fuel facilities,
- Demonstrable, satisfactory experience and training in the management of environmental compliance and control programs,
- Development and construction of fuel facilities,
- Financial systems and internal resourced to provide full financial accounting and

- reconciliation of consortium financial assets,
- Experience with oversight of development and construction of fuel facilities from an operational and financial standpoint,
- Thorough our network, Swissport also manages several UST and ground fuel systems and has vast experience in the operations, maintenance, and accounting of ground fuel systems,
- Full financial accounting, reconciliation, and reporting per the latest version of the ATA standard budget format.

As outlined, throughout this document, Swissport has extensive experience related to the operation and maintenance of airport fueling systems. Following are some points for consideration:

- Widely recognized as the industry leader in budget preparation, reporting and finances
- Liaise with the A4A on policies and procedures as it relates to fuel facility operations and finances
- Swissport Las Vegas – awarded the Silver Nozzle Award by Southwest Airlines for outstanding fuel facility operations in LAS
- 2017 Golden Nozzle Award – National Petroleum Management Association – Outstanding Leadership in Fuel Supply Chain Management
- Combined corporate staff experience of over 90 years in the aviation fueling industry

Based on our comprehensive understanding of the fuel facility management and operations industry, Swissport is uniquely qualified to be the operator of choice at the RSW Airport. Swissport has a dedicated financial team with vast experience in the budgeting, financial management and reporting of fuel consortium/fuel committee operations. The advantages to Swissport's approach to consortium financial management are outlined below, and are a competitive advantage to how this is done by our competitors in the industry:

- One point of contact for all consortium finance matters
- Efficiency and Coordination – staff in one location enhances communication
- Billing, Collections, Payables
 - accounting policies and procedures are uniform
 - applied across all locations and accounting functions
 - training and application are followed consistently and efficiently
- Effective utilization of staff
 - Skilled, qualified, and experienced for this specialized business
 - Cross trained, all employees can do all functions
- Internal controls are easily observed and closely monitored
- Centralized location for records and documents
 - provides efficiencies during Financial, State, IRS and Compliance Audits
 - skilled staff key component of audit process (running reports, explaining variance, etc.)

- Budget preparation – uniformity in reporting, format, and performance
 - Assist airlines in internal budget preparation
- Reporting
 - Federal, State, Third Party reporting submitted from centralized location; avoid non-filing
 - or late submissions
- Consortium operations and finance run hand-in-hand

Swissport intends to retain the existing local management team if selected to continue to operate and maintain the fuel facility. The existing management team consists of Michael Dannessa, Fuel System Supervisor; Carlos Diaz, Fuel System Technician; and Greg Smith, General Manager. Swissport has had some recent transition in these roles and now feels that we have the necessary personnel with the commitment and resources to continue our successful management of the fuel facility. The existing management team is very familiar with the technical and operational aspects of the system and retaining Swissport as the operator ensures an experienced, dedicated management team will be in place. Additionally, Swissport's operations space is on-airport which guarantees an almost immediate response to any issues related to the fuel facility.

Bringing value added to any operation that Swissport manages is one of the capabilities that the company is proudest of. By way of example, Swissport provides additional expertise at the corporate level which includes a Director of Environmental Compliance who is responsible for conducting annual environmental compliance audits and ensuring compliance with the various federal, state, and local environmental regulations on day-to-day basis as well as a QHSE Manager to oversee our Health, Safety, and Training initiatives. Our job is to anticipate safety and environmental issues before they arise and through the continued audit and training function that these individuals provide, Swissport is well positioned to be your operator of choice for the RSW Rental Car Facility Fuel System. As the current operator, Swissport is well versed in complying with the Florida sales and tax laws as they might apply to this operation.

The key element to maintaining a fuel storage system is a comprehensive M&O Manual and training the fuel facility operators to that plan. Swissport has provided an outline of our comprehensive M&O manual that is currently being used to guide Swissport's operations at the facility as part of the bid response. Swissport will once again provide the O&M Manual to the Lee County Port Authority for review and approval.

Swissport did not find any requirements in the RFB document for participation requirements for the Airport Concession Disadvantaged Business Enterprise (ACDBE) Program; however, Swissport feels it necessary to point out that Swissport does try and maximize involvement, participation and opportunities for business enterprises meeting the requirements of ACDBE certification. Swissport Fueling, as an integral part of our Affirmative Action Plan, actively seeks out minority businesses from which Goods and Services can be purchased. Due to the technical nature of an M&O Operation, the use of subcontracted employees is not something used within the industry. Swissport has, however, identified the following areas of supplier

opportunities: fire extinguisher sales and servicing; technical supplies and parts; automobile parts sales and service; and computer and office supplies. Swissport understands the importance of targeting these minority vendors and tries to find opportunities for meaningful participation by ACDBE Enterprises.

In closing, Swissport's current senior management, combined for in excess of 90 years of service to the commercial aviation industry, has collectively overseen Swissport's evolution into one of the premier fuel system maintenance and operation service providers in the United States. Swissport commits to continue to bring this experience and expertise and work diligently and intelligently on behalf of the Lee County Port Authority and the rental car customers at the RSW Airport.

FORM 1
BIDDER'S CERTIFICATION



PART E – FORMS Note: These forms must be submitted with the Bidder’s Bid submittal.

FORM 1 - BIDDER’S CERTIFICATION

I have carefully examined this Port Authority Request for Bids (RFB) which includes scope, requirements for submission, general information and the evaluation and award process.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid.

Addendum # _____ Date: _____ Addendum # _____ Date: _____
Addendum # _____ Date: _____ Addendum # _____ Date: _____

I hereby propose to provide the services requested in this bid. I agree to hold pricing for at least 120 days so that the Authority will have time to properly evaluate this bid.

I certify that all information contained in the bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the company as its agent and that the company is ready, willing and able to perform if awarded a contract.

I further certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, company, or corporation submitting a bid for the same product or service; no officer, employee or agent of the Port Authority or of any other Company who is interested in said bid; and that the undersigned executed this Bidder’s Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Swissport Fueling
NAME OF BUSINESS

45025 Aviation Dr, Suite 350
MAILING ADDRESS

AUTHORIZED SIGNATURE
TUCKER CORNWELL, COO

Dulles, VA 20166
CITY, STATE & ZIP CODE

NAME, TITLE, TYPED
54-0642003

703-742-4338
TELEPHONE NUMBER / FAX NUMBER

FEDERAL IDENTIFICATION #

Tucker.Cornwell@swissport.com
EMAIL ADDRESS

State of: VIRGINIA

County of: LOWDOWN

This foregoing instrument was acknowledged before me this 1st day of MAY, 2019, by TUCKER M. CORNWELL, who is personally known to me or produced DRIVER’S LICENSE as identification.

[Signature]
Signature of Notary
7703897
Serial/Commission No.

PHUONG-CAC S NGUYEN
NOTARY PUBLIC
NOTARY #7703897
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES 10-31-2020

FORM 2
OFFICIAL BID FORM



FORM 2 - OFFICIAL BID FORM

BID NO. RFB 19-12

BIDDER'S NAME: Tucker Cornwell, Swissport Fueling, Inc.

DATE: MAY 2, 2019

TIME: 2:00 P.M. LOCAL TIME

Purchasing Office
Lee County Port Authority
Southwest Florida International Airport
11000 Terminal Access Road, Suite 8671
Fort Myers, Florida 33913

Ladies/Gentlemen:

The Undersigned, hereinafter called "BIDDER," having become familiar with the local conditions, nature, and extent of the work, and having examined carefully the bid documents, including but not limited to, General Information, Special Instructions and Requirements, Specifications and other Contract Documents, and having fulfilled bid requirements herein, bidder is to furnish all labor, materials, equipment, and other items, facilities and services for the purchase of:

Operation, Management, and Maintenance of the Rental Car Fueling System at Southwest Florida International Airport

in full accordance with the specifications prepared in accordance with the requirements of the solicitation and contract documents and all other documents related thereto on file in the Purchasing Office and, if awarded the contract, to complete the said work within the term specified for the total bid price awarded, which is based on the following bid schedule:

The undersigned submits the following Annual Management Fees:

Contract Year 1: \$ 54,000.00

\$ Fifty four thousand dollars and no cents
(in writing)

Contract Year 2: \$ 56,000.00

\$ Fifty six thousand dollars and no cents
(in writing)

Contract Year 3: \$ 58,000.00

\$ Fifty eight thousand dollars and no cents
(in writing)



Contract Year 4: \$ 60,000.00

\$ Sixty thousand dollars and no cents
(in writing)

**Total Annual Management Fees
for Contract Years 1, 2, 3 and 4:** \$ 728,000.00

\$ Seven hundred and twenty eight thousand dollars and no cents
(in writing)

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.]

FORM 3
LOBBYING AFFIDAVIT



FORM 3: LOBBYING AFFIDAVIT

STATE OF: VIRGINIA

COUNTY OF: LOUDOUN

TUCKER M. CORNWELL

being first duly sworn, deposes and says that he or she is the (sole owner) (general partner) (joint venture partner) (president) (secretary) or (authorized representative) (circle one) of SWISSPORT FUELING, INC. (bidder), maker of the attached bid and that neither the bidder nor its agents have lobbied to obtain an award of the Agreement required by this Port Authority Bid from the Lee County Board of Port Commissioners, members of the Airports Special Management Committee, or employees of the Lee County Port Authority, individually or collectively, regarding this Port Authority Bids. The prospective bidder further states that it has complied with the federal regulations concerning lobbying activities contained in 31 U.S.C. 1352 and 49 CFR Part 20 and the Lee County Lobbying Ordinance, No. 03-14.

[Signature]
AFFIANT

The foregoing instrument was acknowledged before me on MAY 1ST, 2019, by TUCKER M. CORNWELL (name of person, officer or agent, title of officer or agent), of SWISSPORT FUELING, INC. (corporation or partnership, if applicable), a DELAWARE CORPORATION (State of incorporation or partnership, if applicable), on behalf of the CORPORATION (Corporation or partnership, if applicable). He/She is personally known to me or has produced DRIVERS LICENSE as identification.

[Signature]
Signature of person taking acknowledgment

PHUONG-CAC S NGUYEN
Name typed, printed, or stamped

PARALEGAL
(Title or rank)

[Signature]
Signature of Notary (Serial or Commission No.)

PHUONG-CAC S NGUYEN
NOTARY PUBLIC
NOTARY #7703887
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES 10-31-2020

NOTE: THIS FORM IS REQUIRED FROM ALL BIDDERS

FORM 4
PUBLIC ENTITY CRIMES FORM



FORM 4: PUBLIC ENTITY CRIMES FORM

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a) FLORIDA STATUTES

A person, affiliate, or corporation who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a bidder, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

The bidder certifies by submission of this form that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal entity, department or agency.

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

BIDDER'S NAME: Tucker Cornwell, Swissport Fueling, Inc.

FORM 5

BIDDER'S SCRUTINIZED COMPANIES CERTIFICATION



FORM 5: BIDDER'S SCRUTINIZED COMPANIES CERTIFICATION

Bidder/Proposer/Consultant hereby certifies under penalties of perjury as of the date of this bid, proposal or letter of qualifications to provide goods and services to the Lee County Port Authority that it has not been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as defined in Section 287.135, Fla. Stat., is not engaged in business operations in Cuba and Syria; and is not on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

I further certify that I am duly authorized to submit this certification on behalf of the company as its agent and that the company is ready, willing and able to perform if awarded a contract.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT FALSIFICATION OF THIS CERTIFICATION MAY RESULT IN TERMINATION OF THE CONTRACT, DEBARMENT OF THE COMPANY FROM SUBMITTING A BID OR PROPOSAL FOR A PERIOD OF THREE (3) YEARS FROM THE DATE THE CERTIFICATION IS DETERMINED TO BE FALSE, CIVIL PENALTIES, AND THE ASSESSMENT OF ATTORNEY'S FEES AND COSTS AGAINST THE COMPANY. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Signature]

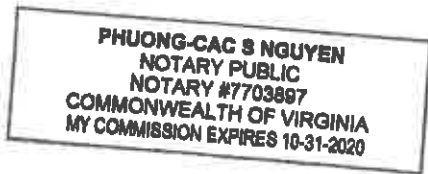
Notary Public
State of VIRGINIA
County of LOUDOUN

Sworn to and subscribed before me this 1st day of MAY, 20 19,
by TUCKER M. CORNWELL who produced the following as identification
DRIVERS LICENSE (Type of identification) or is personally known to me. My Commission
Expires 10-31-2021

[stamp or seal]

[Signature of Notary Public]

PHUONG-CAC S NGUYEN
[Typed or printed name]



FORM 6

LOCAL VENDOR PREFERENCE AFFIDAVIT



FORM 6: LOCAL PREFERENCE AFFIDAVIT

The firm submitting the attached bid is either (please check one):

- A firm whose principal place of business is located within the boundaries of Lee County, Florida.

Please identify the firm name and physical address below:

(in Lee County, Florida)

- A firm that has provided goods or services to Lee County or the Lee County Port Authority on a regular basis for the preceding consecutive three (3) years and has the personnel, equipment, and materials located within the boundaries of Lee County sufficient to constitute a present ability to perform the service or provide the goods for this project.

Please provide the following information:

Number of employees currently working in Lee County full time = 184

Projects completed in Lee County over the last consecutive three (3) years:

<u>Rental Car Facility mgmt</u>	Began in 20 <u>09</u> Completed in 20 <u>19</u>
<u>In-to plane Fueling</u>	Began in 20 <u>09</u> Completed in 20 <u>19</u>
<u>Tank Farm mgmt</u>	Began in 20 <u>00</u> Completed in 20 <u>18</u>
_____	Began in 20__ Completed in 20__
_____	Began in 20__ Completed in 20__
_____	Began in 20__ Completed in 20__

Current Lee County location of equipment, materials and personnel that will be used full time on this project:

Swissport
11850 Regional Lane
Unit #4
Fort Myers, FL 33913

(in Lee County, Florida)

- A firm whose principal place of business is located within the boundaries of an adjacent county with a reciprocal Local Vendor Preference agreement.

Please identify the firm name and physical address below:

- Not a Local Vendor as defined by Lee County Ordinance 00-10, as amended by Lee County Ordinance Nos. 08-26 and 17-16.



FORM 6: LOCAL PREFERENCE AFFIDAVIT (Continued)

TUCKER M. CARNWEN
 Printed Name
COO
 Title
[Signature]
 Signature

Notary Public – State of VIRGINIA
 County of LENDEN

Sworn to and subscribed before me this 1ST day of MAY, 20 19

Personally known _____ or produced identification DRIVER'S LICENSE

My Commission Expires 10-31-2020

(Type of identification) DRIVER'S LICENSE

[Signature]
 Printed, typed or stamped commissioned name of Notary Public

PHUONG-CAC S NGUYEN
 NOTARY PUBLIC
 NOTARY #7703897
 COMMONWEALTH OF VIRGINIA
 MY COMMISSION EXPIRES 10-31-2020

FORM 7
PROFESSIONAL REFERENCES

In compliance with this section, Swissport has requested two (2) professional references and that these companies submit Form 7 in compliance with the RFB document. At the time of this submittal, Swissport is not aware if the references requested have been received by the Port Authority.

FORM 8
BID BOND

To satisfy this requirement, Swissport has provided a cashier's check payable to the Lee County Port Authority in a dollar amount of \$80,000 which represents not less than 5% of the anticipated total four-year budget to perform the work described in the RFB.

FINANCIAL STATEMENTS

PART C-11, B

To satisfy this requirement, Swissport has provided Financial Statement for years 2015, 2016, and 2017. 2018 has not yet been finalized and is not available.

**QUALIFICATION OF BIDDERS AND MINIMUM EXPERIENCE
REQUIREMENT**

PART C. 11 AND 12

Part. 11. A.

As the incumbent operator of the RSW Rental Car Fuel System since September 2005, Swissport strongly feels it has demonstrated the necessary qualifications and experience that has ensured the expert management and operation of the facility. Swissport feels the current strong, sound, and mutually beneficial relationship we have developed with the Lee County Port Authority will only continue to grow stronger and continue to benefit Swissport and the Lee County Port Authority in regards to the overall management and operation of the airport fuel facilities.

Part. 11. B.

Swissport has furnished audited financial statements for 2015, 2016, and 2017. One copy each of the audited financial statements have been provided in a separate envelope marked "Financial Statements – Confidential".

Part. 11. B. 1

The Dun and Bradstreet # for Swissport Fueling, Inc. is **00-620-1062**

Swissport certifies that in the 12-month period immediately preceding this bid submittal an annual income of at least \$1,000,000 was generated from existing agreements directly furnishing operation, management, and maintenance of aviation and automobile fueling systems at commercial service airports. The facilities managed by Swissport are at least as complex and in most cases more complex as those associated with the RSW Rental Car Fuel Facility.

Part. 11. C.

Swissport maintains internal resources in the area of Environmental Compliance and employs a dedicated Environmental Compliance Manager whose full resources are available to the operation and maintenance of this facility. In terms of Structural Integrity Systems, we have a network of M&O locations with management and operational staff with various levels of expertise in these areas. Swissport is able to draw resources from a network of nineteen (19) locations to assist. In addition, Swissport works with various engineering firms that specialize in aviation and ground fuel systems that can be used as a resource to both Swissport and the Lee County Port Authority.

Environmental Management

Swissport Fueling is fully committed to meeting the Lee County Port Authority's fuel storage needs in a manner consistent with a clean environment. Swissport believes it is both good business practice and our duty to protect the natural resources of the communities we serve while maintaining outstanding service to our customers. In keeping

with this belief, it is Swissport's policy to conduct its business in an environmentally responsible manner that protects the public, customers, employees and the earth that we all share.

In addition to complying with all applicable environmental laws and regulations, Swissport commits to:

- Make environmental concerns an integral part of our planning and decision making process and commit sufficient resources to implement effective environmental programs;
- Practice sound environmental management of all Swissport operated facilities and properties and all natural resources under our management;
- Educate employees to be accountable for environmental management and encourage them to seek innovative ways to improve compliance and operations at our facilities;
- Minimize, mitigate or restore any adverse environmental impacts caused by our operations;
- Maintain open relationships with government agencies, customers and employees to meet their information needs in regard to environmental issues;
- Continually improve environmental programs;
- Ensure the proper handling and disposal of all wastes, and minimize the generation of waste, while pursuing opportunities to prevent pollution and recycle and reuse waste materials;
- Evaluate environmental performance through periodic audits and reviews to ensure that Swissport's conduct is consistent with these principles.

Matt Stevens is the Manager, Environmental Compliance for Swissport. Mr. Stevens has over 25 years of experience in:

- Environmental site assessments;
- Spill and emergency response operations;
- Permitting assistance in areas such as, air, storm water, wastewater, and hazardous waste
- Audit response and corrective actions;
- Environmental issues and compliance at aviation fuel storage facilities.

Mr. Stevens has extensive experience in dealing with federal, state, and local agencies regarding environmental matters. Mr. Stevens has specifically been involved in consortium environmental matters for over 10 years and specializes in developing and managing strategies and programs that ensure compliance with applicable environmental laws.

In addition, the COO of Swissport Fueling, Mr. Cornwell, has a background in environmental matters such as:

- Environmental site assessments;
- Regulatory compliance and compliance auditing;
- Soil and groundwater assessment and sampling;
- Waste management;
- Remediation activities and remediation project oversight;
- Spill and emergency response operations;
- Permitting assistance in areas such as, air, storm water, wastewater, and hazardous waste.
- Environmental issues and compliance at aviation fuel storage facilities.

Mr. Cornwell has extensive experience in dealing with federal, state, and local agencies regarding environmental matters.

As part of Swissport's commitment to environmental management and compliance, 3rd party independent audits are conducted at every location, at least annually, for environmental compliance with Federal, State, and Local Regulations that include, but are not limited to:

- Resource Conservation and Recovery Act (RCRA) – waste generation and management
- Emergency Planning and Community Right-to-Know Act (EPCRA) and Superfund Amendments and Reauthorization Act (SARA) – hazardous materials storage and inventory reporting
- Clean Air Act (CAA) – air emissions and permitting
- National Pollutant Discharge Elimination System (NPDES) – storm water permitting and management
- Underground and Aboveground Storage Tanks
- Hazard Communication
- Annual review of Spill Prevention Control and Countermeasures (SPCC) and Facility Response Plans (FRP) – spill response, cleanup, reporting, and emergency preparedness. Coordinate engineering reviews and updates to plans when required.
- Wastewater Management
- Health and Safety
- ATA 103 Guidelines
- Paperwork review of applicable permits, plans, inspection and training records.
- Any applicable state, local and airport regulations, standards, and permits.
- Physical inspection of all equipment and operating areas, including, but not limited to: tank farm, aboveground and underground storage tanks, oil/water separators, wastes and waste storage areas, fueling equipment, hydrant pits, isolation valve

vaults, high and low points, maintenance shops, parking and staging areas on and off airport, storm water drains and basins, secondary containment areas, leak detection and monitoring systems, and triturators, where applicable.

Swissport has implemented the following environmental measures to assist the stations and corporate personnel in facilitating environmental management, which Swissport would make available at SAN:

- Environmental Policy Statement
- Swissport Storm Water Best Management Practices Plan
- Spill Prevention Control and Countermeasures Plans (SPCC), and Facility Response Plans (FRP), where applicable.
- Annual Audits of Fuel Facilities.
- Hazard Communication Program
- Swissport Manager's Monthly Inspection Guideline
- Swissport Spill Response Procedures and Reporting Guidelines, which outline our involvements in spill response activities, procedures and policies for spill response, contractor oversight, reporting, and cleanup.
- Swissport also handles the following with respect to spills and environmental incidents:
 - Review and negotiation of all contracts with emergency response, spill cleanup and waste disposal companies.
 - Oversight of waste cleanup contractors; in the event of a large spill or situation with potential environmental impact, Mr. Cornwell will immediately travel to the location to help coordinate response efforts.
 - Ensure the proper notifications are made to the required federal, state, and local agencies as well as the consortiums.
 - The coordination of all notifications, cleanups, reporting, and disposal of cleanup or contaminated materials with the station manager and contractors.

Swissport employs a comprehensive training program at all levels of the organization that includes the environmental aspects of our operations and educates employees on the importance of environmental management. It is administered and monitored on a regular basis to ensure that every employee is fully aware of both government rules and regulations and Swissport Fueling's policies and procedures.

Swissport has extensive experience in working with contractors in the areas of fuel system engineering, environmental protection and remediation. Swissport is actively involved in the monitoring and supervision of any environmental services firms for work at Swissport facilities. This includes reviewing reports for submission to environmental agencies, reviewing remediation and monitoring reports, and providing insight on remediation and fuel system design as they relate to the operations and logistics of Swissport facilities.

Swissport has extensive experience dealing with remediation projects and is currently overseeing projects at various locations. Swissport, as agent for the respective airline consortiums, has employed environmental engineering and consulting firms to design, install and operate groundwater remediation programs, as well as review and comment on associated status reports and agency submissions. Remediation projects at Swissport facilities are supervised by Tucker Cornwell, Matt Stevens, and the Vice President of Operations. Swissport has worked with the following environmental firms on these projects:

- Groundwater Technologies
- Broadbent and Associates
- Camp Dresser McKee
- URS Greiner
- PHX Group
- Environmental Cost Management
- MACTEC
- GEI
- Malcom Pirnie
- Burns and McDonnell
- TRC
- ECMC
- Argus

Other related projects:

- Swissport also facilitates and oversees any emergency response tabletop and deployment exercises that are required by FRP plans or other operating guidelines.
- Implemented carbon water treatment systems in Oakland, Ft. Myers, Boston, Las Vegas, and Phoenix to reduce the cost for disposal of petroleum contaminated storm water generated during routine inspections and cleaning of hydrant pits, isolation valve vaults, and low and high point pits. Treating and releasing this water, eliminates the need for disposal and results in a savings in excess of \$400,000 annually at these locations.
- Swissport has obtained and renewed a wide range of operating permits and licenses throughout the facilities.
- Involved in all construction projects at Swissport facilities as these projects relate to environmental matters.
- Constantly evaluating off-spec fuel generation and the subsequent sale of this product for beneficial re-use. By not managing this product as a waste, the consortiums save on not only disposal cost, but reduce their liability for the waste

stream and generate revenue for the sale of off-spec fuel. Swissport reviews pricing at all locations to ensure the best price for this product is achieved.

Swissport considers environmental management a key issue in the overall operational procedures and guidelines of the company, and commits to working openly with the Lee County Port Authority as well as Federal, State, and local regulators with respect to these issues.

12. Minimum Experience Requirement

Swissport Fueling (through its' corporate predecessors) has been in the business of providing M&O and into-plane services for over 50 years and currently provides M&O services at the following airports, all of which have multiple suppliers and inventory holders and wide range of fuel system complexity:

- BOS - Boston Logan International Airport, Boston, MA
- DTW - Detroit Metropolitan Airport, Detroit, MI
- HOU - Houston Hobby International Airport, Houston, TX
- ISP - Long Island MacArthur Airport, Islip NY
- LAS - McCarran International Airport, Las Vegas NV
- MEM - Memphis International Airport, Memphis, TN
- MSP – Minneapolis St. Paul International Airport, Minneapolis, MN
- OAK - Oakland International Airport, Oakland CA
- ORD – Chicago O'Hare International Airport – Chicago, IL
- PHX - Phoenix Sky Harbor Airport, Phoenix, AZ
- RNO - Reno International Airport, Reno NV
- RSW - Southwest Florida International Airport, Ft. Myers, FL
- SEA - Seattle Tacoma International Airport, Seattle, WA
- SJC - San Jose International Airport, San Jose, CA
- STL – St. Louis Lambert International Airport, St. Louis, MO
- TUS – Tucson International Airport, Tucson, AZ
- YUL – Montreal Trudeau International Airport, Montreal, Quebec, Canada
- YMX – Montreal Mirabel Airport, Montreal, Quebec, Canada
- YVR – Vancouver International Airport, Vancouver, British Columbia, Canada

Swissport is well suited to continue to be the operator of choice for the RSW Rental Car Fuel Facility based on our vast experience in the maintenance and operation (M&O) of fuel storage systems and our specific experience with the M&O of the RSW Rental Car Fuel Farm Facility. Swissport has been managing and operating the RSW Rental Car Fuel Facility operation since the commissioning of the facility in September 2005. In addition to RSW, Swissport manages several gasoline and diesel fuel facilities and are accustomed to the operation and maintenance of those types of fuel systems. Swissport currently operates and maintains these types of

fueling facilities at the Oakland International Airport (OAK), Reno-Tahoe International Airport (RNO), Islip MacArthur International Airport (ISP), Boston Logan International Airport (BOS), and Los Angeles International Airport (LAX) to name a few. Swissport is confident that our experience in these similar operations, as well as our overall fuel system experience will allow us to provide the guidance and services necessary to protect the investment of the Lee County Port Authority and rental car agency users and help deliver lower operating and maintenance costs.

Swissport has been in the business of maintaining fuel storage systems for over 50 years and currently handles approximately 6.5 Billion gallons of fuel annually at nineteen (19) fuel storage facilities at, all of which are managed on behalf of an airline consortium or airport authority. Over those years Swissport has demonstrated a growing understanding of the responsibilities necessary in maintaining these fuel systems with an eye towards safety, cost controls, inventory management, and reduction and a clear emphasis on environmental compliance and responsibility. Swissport has vast experience with the requirements that pertain to a fuel storage and distribution system, to include, but not limited to:

- Scheduling of jet fuel deliveries for multiple holders of title in large batches,
- Inventory management of large volumes of jet fuel for multiple users of a Fuel Facility,
- Technical expertise in the operation and maintenance of state-of-the-art electrical and control system,
- Technical expertise for major maintenance of jet fuel facilities,
- Demonstrable, satisfactory experience and training in the management of environmental compliance and control programs,
- Development and construction of fuel facilities,
- Financial systems and internal resourced to provide full financial accounting and reconciliation of consortium financial assets,
- Experience with oversight of development and construction of fuel facilities from an operational and financial standpoint,
- Thorough our network, Swissport also manages several UST and ground fuel systems and has vast experience in the operations, maintenance, and accounting of ground fuel systems,
- Full financial accounting, reconciliation, and reporting per the latest version of the ATA standard budget format.

Our current senior management, combined for in excess of 90 years of service to the commercial aviation industry, has collectively overseen Swissport Fueling's evolution into one of the premier fuel facility maintenance and operation providers in the United States.

The senior management team includes the following members:

Tucker M. Cornwell, Chief Operating Officer

Mr. Cornwell entered the industry as Manager, Environmental Compliance for Swissport in December 2002. As a commitment to environmental management and to ensure compliance with environmental laws and standards, Mr. Cornwell was tasked with developing internal policies and procedures related to environmental compliance. Mr. Cornwell has now assumed a business development role having worked with the former Executive Vice President of Business Development for three (3) years. In 2008, while still maintaining the environmental job function, role was expanded to include assisting the Executive Vice President, Sales and Marketing in business development and marketing of Swissport's services. This role included assisting the EVP in efficiently and profitably managing new business sales by expanding customer base, service lines and locations; pursuing growth opportunities; review and preparing detailed responses to proposals according to various airline requirements; preparing annual financial and marketing plans and budgets; and developing customer relationships. In January 2011, Mr. Cornwell assumed the role of Vice President and is was responsible for efficiently and profitably managing and directing new business sales for Swissport by expanding the customer base, service lines, and locations. In 2015, Mr. Cornwell's role was expanded to include operational oversight of Swissport's Canadian fueling operations which includes three (3) locations with both into-plane fueling and fuel facility operations and maintenance. In February 2019, Mr. Cornwell was promoted to COO to oversee company operations in North America.

Mark Norris, Vice President

Mr. Norris brings to Swissport twenty-eight (28) years of aviation fuel related experience. Mr. Norris began his career in aviation fuels as a Fuel Operations Specialist with US Airways where he was responsible for 75 locations for into-plane and fuel storage operations. Mr. Norris spent fifteen (15) years with Northwest Airlines initially as the Director, Fuel Operations and then as Director, Fuel Services. In these roles, Mr. Norris was responsible for purchasing jet fuel and overall fuel services for over 300 locations consuming 2 billion gallons annually. Mr. Norris also managed over 40 Airport Fuel Consortiums for Northwest. In 2009, Mr. Norris was selected as the most qualified candidate to become the General Manager, Fuel for Delta Airlines after the Delta/Northwest merger. In this role, Mr. Norris was responsible for a staff of six (6) Regional Managers responsible for purchasing jet and GSE fuel on a global basis at over 400 locations consuming 400 billion gallons annually. Mr. Norris was responsible for an operating budget of more than \$6.5 billion. In addition, Mr. Norris and his team were responsible for all into-plane and fuel storage facility/consortium operations. Mr. Norris joined Swissport in April 2010 as the VP, Consortiums and was promoted to COO, Fueling in September 2013. Mr. Norris served as COO until January 31, 2019 at which time he announced his retirement from Swissport. Mr. Norris will be supporting Mr. Cornwell in the COO transition until August 2019.

Otis Williams, Vice President of Operations – serves as Regional Manager at it relates to the RFB

Mr. Williams entered the aviation industry with Ogden/Allied Aviation in 1992 as a fueling agent at DCA. Mr. Williams ascended through the ranks while holding positions such as Lead and Supervisor in both Training and Ramp capacities.

Mr. Williams joined Swissport in 2002 as a Ramp Supervisor in the Fueling Operation at IAD. He was quickly promoted to Operations Manager in 2003 and became the General Manager of the Station in 2005. In 2009, Mr. Williams was promoted to General Manager of the Fueling Operation in PHX including both Tank Farm and Into-Plane. After a very successful tenure in PHX, Mr. Williams was promoted to Vice President Operations, East Region. His duties include being responsible for directing and managing Fueling operating locations.

Olivia Datoc, Controller – Consortium Accounts

Ms. Datoc joined Swissport in 1992 and holds a degree in Accounting and a Master of Science degree in Taxation. She has developed significant expertise in accounting issues as they relate to the different financing vehicles utilized by most of today's M&O consortiums. Bond rate analysis, auditing of existing bonding issues, and experience in selecting and working with arbitrage agents to insure the tax free status of bond issues is not jeopardized, are but some of the areas of bonding expertise developed while working with a number of our existing consortiums clients. Ms. Datoc is constantly on the lookout for new and innovative approaches to operating a consortium. Over the years, her expertise has saved consortium members thousands upon thousands of dollars through her knowledge of tax laws, bonding, depreciation, and the nuances of generally accepted accounting principles. Any audits performed by ATA have been very uneventful, which is what Swissport continually strives for.

Swissport Fueling provides accounting and administrative support for eighteen (18) airport fuel storage facilities. From monthly accounting through certified financial audits, Olivia Datoc has consortium accounting experience of fifteen (19) years, works with the local administrator at the M&O facilities to coordinate/handle all billings, receivables, payables, etc. In addition, she is responsible for the preparation of fifteen (15) annual SBF Reports and analysis of same.

In addition to the normal accounting and administrative support functions, Olivia Datoc has been involved with a myriad of financial, accounting, treasury and tax projects involving tank farm and fueling system acquisition, construction, upgrades as well as the financing of same. Specific examples are:

- Audit of the rates and charges incurred in Oakland, including those costs covered by the Port Authority Bond Issues.

- Olivia, as treasurer of BOSFUEL and controller of Seatac Fuel Facilities LLC, administers, with the Ports and the Trustees, the on-going construction and reserve accounts resultant from the original bond issuances.
- Olivia works directly with the arbitrage agents, the trustees, the Port Authorities and Legal Counsels to insure the tax free status of these bonds is not jeopardized.
- Olivia works with outside tax and financial auditing firms on an annual basis.
 - Olivia directs cash management activities of the consortium, including bank selection and short to long term investment selections for loan proceeds which improves and maximizes returns and reduces risk.
 - Olivia directs Foreign Trade Zone activities for several consortiums where that is required.

Michael P. Dannaesa – Fuel Facility Supervisor

Mr. Dannaesa joined Swissport in January 2018 and brings with him several years of experience related to airport fuel systems. Mr. Dannaesa's resume is attached.

Carlos Diaz – Fuel Facility Technician

Mr. Diaz joined Swissport in 2015 as a Fueling Agent and then Fueling Lead Agent. In October 2018, Mr. Diaz was promoted to Fuel Facility Technician.

An organizational chart is provided at the end of this section.

The key element to maintaining a fuel storage system is a comprehensive M&O manual which is summarized in this RFB response and training the fuel facility operators to that plan. Certainly one of the challenges is the accuracy of the budgeting process and cost control. Without a well-established cost containment program in place it is extremely difficult to be competitive in the operation of a commercial fuel storage system. Swissport Fueling is a leader in M&O operations and has demonstrated the company's ability to provide premium, cost effective fuel management services. Swissport prepares annual budgets for each of our facilities, in accordance with the ATA Standard Budget Format and understand the components and intricacies of this type of system and budget process. A significant part of Swissport's cost reduction program is transparent in that it involves the daily upkeep provided within the Swissport O&M Manual. By controlling these costs on a daily basis, Swissport has demonstrated an ability to save significant dollars over the long term. When repairs are necessary, as they will be over time, Swissport has developed superior primary vendor relationships, supported by system wide requirements, which provide discounts over normally quoted prices.

Based on our comprehensive understanding of the fuel facility management and operations industry, Swissport is uniquely qualified to be the operator of choice at the RSW Airport. Swissport has a dedicated financial team with vast experience in the budgeting, financial management and reporting of fuel consortium/fuel committee operations. The advantages to Swissport's approach to consortium financial management are outlined below, and are a competitive advantage to how this is done by our competitors in the industry:

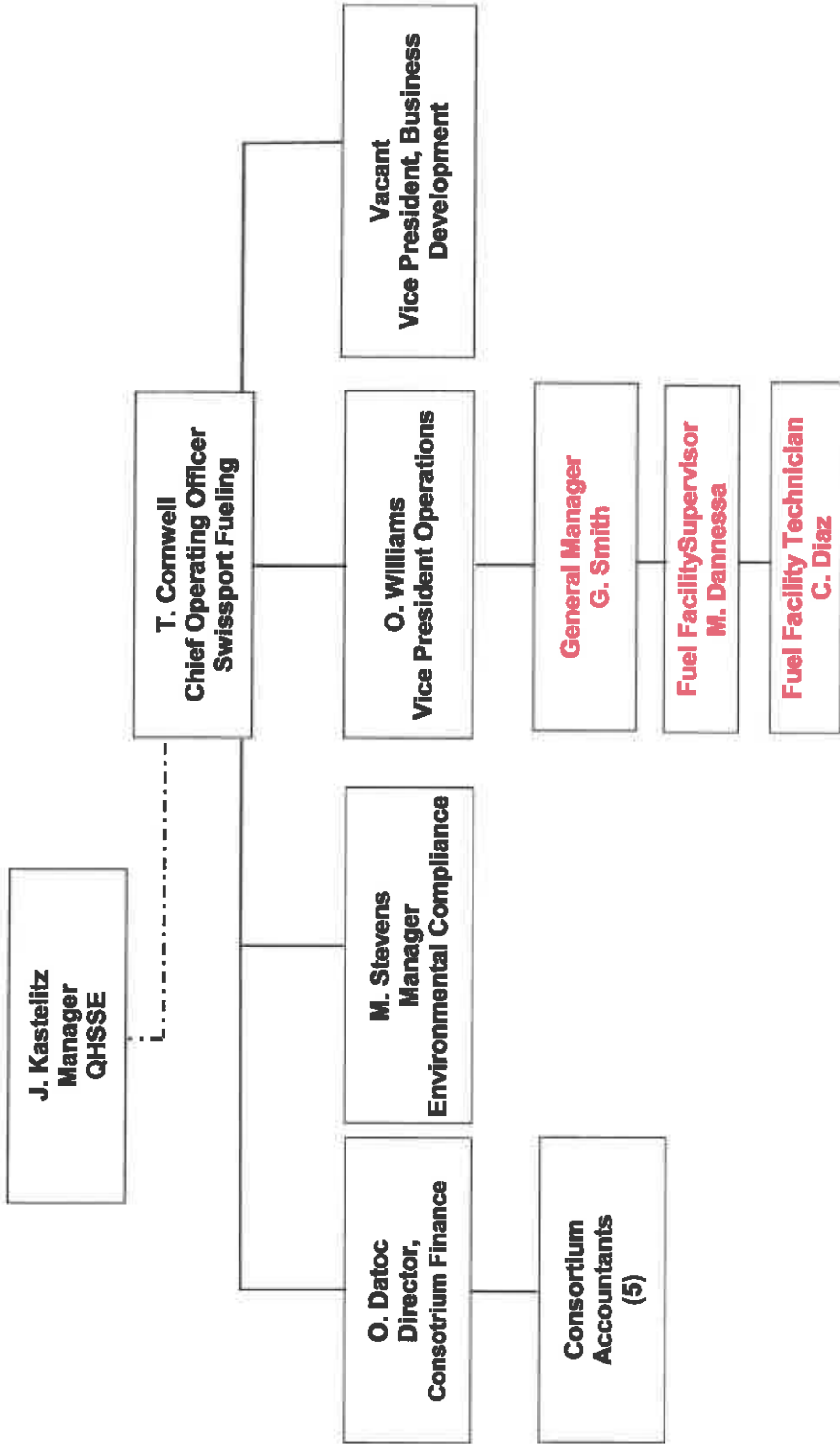
- One point of contact for all consortium finance matters
- Efficiency and Coordination – staff in one location enhances communication
- Billing, Collections, Payables
 - accounting policies and procedures are uniform
 - applied across all locations and accounting functions
 - training and application are followed consistently and efficiently
- Effective utilization of staff
 - Skilled, qualified, and experienced for this specialized business
 - Cross trained, all employees can do all functions
- Internal controls are easily observed and closely monitored
- Centralized location for records and documents
 - provides efficiencies during Financial, State, IRS and Compliance Audits
 - skilled staff key component of audit process (running reports, explaining variance, etc.)
- Budget preparation – uniformity in reporting, format, and performance
 - Assist airlines in internal budget preparation
- Reporting
 - Federal, State, Third Party reporting submitted from centralized location; avoid non-filing
 - or late submissions
- Consortium operations and finance run hand-in-hand

References

1. Delta Airlines – Global Fuel Procurement and Operations
 - a. Mark Bourdeau (404) 715-7892
 - b. mark.bourdeau@delta.com
 - i. Chairperson and involved in multiple airline aviation system consortiums and is key contact
2. United Airlines – Manager, Fuel Operations
 - a. Dan Debord (773) 575-7683
 - b. dan.debord@united.com
 - i. Chairperson and involved in multiple airline aviation system consortiums and key contact

3. American Airlines – Senior Manager, Fuel Operations
 - a. Christine Wang (817) 963-2734
 - b. christine.wang@aa.com
 - i. Chairperson and involved in multiple airline aviation system consortiums and key contact

**Sectio 11
ORGANIZATION CHART**



Red = Local RSW Facility Staffing

**PROJECT OPERATIONAL SCOPE OF SERVICES
PART D. 1.
SUMMARY OPERATIONS AND MAINTENANCE MANUAL**

Swissport commits to continue to provide the services outlined in the Scope of Services portion of the RFB in a timely, efficient, and high quality manner. Swissport's proposed operating plan consists of an O&M Manual that outlines the overall and day-to-day responsibilities of Swissport in regards to the management of the RSW Rental Car Facility Fuel System. As required, Swissport will provide the O&M Manual to the Lee Count Port Authority for review and approval thirty (30) days prior to the Commencement Date. The highlights of the O&M Manual include:

- **Description of Facilities**
 - General Description
 - Fuel Receiving
 - Above Ground Storage Tanks
 - Fuel Delivery and Rental Car Fueling Area
 - Pump Control Building
 - Oil Water Separator
 - Spill Containment Areas
 - Emergency Fuel Shutoff System
 - Leak Detection
- **General Services**
- **Fuel Inventory and Reporting**
 - Fuel Inventory
 - Variances
 - Reporting
- **Operational Procedures**
 - Abnormal Operation Conditions
 - Tanker Truck Offloading and Tank Filling
 - Gasoline Rejection Procedures
 - Tank Settling
- **Delivery of Fuel to Rental Car Area Fueling Islands**
- **Oil Water Separator**
 - Remove waste oil from the oil chamber
 - Remove water from the oil water separator
- **Leak Detection**
- **Maintenance**
 - Maintenance Records
 - Fuel Testing
 - Tank Gauging System and Leak Detection
 - Rental Car Fuel Facility Emergency Shut Off Test
 - Corrosion Inspection and Control
- **Fuel Storage Facility and Maintenance Checks**
- **Emergency Procedures**
- **Spill Response Procedures and Reporting Guidelines**
- **Training and Operator Qualification**
 - Operator Qualification
 - Swissport Training Guidelines
 - Training Records

- Safety
 - Fire Extinguishers
 - Fire Safety
 - Static Electricity
 - Bonding
 - Material Safety Data Sheets
 - General Facility Safety
 - Personal Safety
- Appendix A – Site Plans
- Appendix B – Inspection Forms
- Appendix C – Swissport Spill Report Forms and FL Reporting Forms
- Appendix D –Manufacturer’s Site Operations Manual

Day-to-day responsibilities of Swissport as the fuel facility management firm are to order/coordinate fuel loads, receiving fuel loads, performing QA/QC checks of received fuel, performing daily, monthly, quarterly, and annual checks specified in the O&M manual, conducting fuel inventory checks, fuel inventory reconciliation and reporting fuel inventory balances to the various rental car customers, and performing or coordinating any maintenance activities required on the system. Swissport is well versed in inventory management and reporting and can provide daily consumption reports to the member agencies and weekly and monthly inventory balance reports. Day-to-day responsibilities are also outlined in the General Services section of the M&O Manual and include, but are not limited to:

- Maintain, repair, calibrate, and inspect the fuel system, including all future improvements, and all vehicles and equipment used by the Fuel System Supervisor, in order to keep the fuel system: in good, safe, and efficient operating condition; in sanitary condition; in compliance with all applicable governmental laws rules, and regulations; and in compliance with all directives and applicable rules.
- Inspect, on a scheduled basis, the fuel system to ensure that is compatible with safe and efficient operations.
- Secure the fuel system to prevent tampering with the storage and distribution facilities, building, and equipment.
- Attend meetings required for the orderly and efficient operation of the fuel system.
- Coordinate deliveries from the designated fuel supplier and oversee unloading and transfer of gasoline through the fuel system and to the rental car Quick Turnaround Area.
- Receive, store, and protect quality of gasoline.
- Ensure compliance with the operations manual by shippers, contractors, and visitors to the facility.
- Keep all records pertaining to the fuel facility including, but not limited to, maintenance records, inspection records, fuel delivery and rejection receipts, leak detection and gauging records, and inventory records.

- Prepare a proposed annual operating budget each calendar year for submittal to the Lee County Port Authority.
- Operate the fuel system in a safe, efficient and economical manner, impartially to each rental car fueling company.
- Operate in compliance with all applicable environmental and governmental laws, rules, and regulations.
- Respond to shut down of the system and/or any emergency repairs during normal coverage hours. Provide 24 hours a day/7 days a week on-call coverage to respond to system shut downs and emergencies during all other hours outside the normal coverage hours.

TRANSITION PLAN

PART C. 7.

A workable and detailed transition plan is critical for the start-up of a new operation or the transition of one supplier to another. As Swissport is the incumbent operator as the RSW Rental Car Fuel Facility, a transition plan is not necessary; however, in lieu of a start-up plan, Swissport would schedule a meeting with the Lee County Port Authority to review our history of M&O Operations in detail and identify any areas of concern or improvement going forward. Swissport proposes to keep the current management team and support group in place if awarded the contract.

INSURANCE CERTIFICATES

CERTIFICATE OF INSURANCE
Issued on behalf of Insurers by
Willis of Texas – Global Aviation
920 Memorial City Way; Suite 500
Houston, TX 77024
Telephone (713) 961-3800, Fax (713) 961-0069

This is to certify to:

Lee County Port Authority
11000 Terminal Access Road #8671
Fort Myers, FL 33913-8899

(Sometimes referred to herein as the Certificate Holder(s))

that the Insurers listed below, each for their own part and not one for the other, are providing the following insurance:

NAMED INSURED:

SWISSPORT INTERNATIONAL LTD and/or their associated and subsidiary and affiliated companies including Inter Alia, SWISSPORT NORTH AMERICA HOLDINGS, INC., SWISSPORT NORTH AMERICA, INC., SWISSPORT HOLDINGS, INC., SWISSPORT CFE, INC., SWISSPORT FUELING, INC., SWISSPORT FUELING OF NEVADA, INC., SWISSPORT CORPORATION, SWISSPORT USA, INC., DAPSCO, INC., HALLMARK AVIATION SERVICES, L.P., SWISSPORT CARGO HOLDINGS, INC., SWISSPORT CARGO SERVICES, INC., SWISSPORT CARGO SERVICES, L.P., SWISSPORT LOUNGE, LLC, SWISSPORT CANADA HANDLING, INC., AKA MANUTENTION SWISSPORT CANADA, INC., BWID, LLC, SWISSPORT SAUSA, LLC, fka SERVISAIR USA LLC; GLOBAL GROUND SERVICES INC.; SERVISAIR AMERICAS, LLC; SWISSPORT SA, LLC, fka SERVISAIR LLC; SERVISAIR INC.; SERVISAIR DEICING SERVICES INC.; SERVISAIR LEASING CORP.; SWISSPORT SA FUEL SERVICES, LLC, fka SERVISAIR FUEL SERVICES LLC; SERVISAIR FUEL LEASING CORP.; AND GLOBEGROUND FUEL SERVICES INC. for their respective rights and interests hereinafter the insured

NAMED INSURED'S

SWISSPORT NORTH AMERICA HOLDINGS, INC.

ADDRESS:

45025 Aviation Dr.
Dulles, VA 20166
USA

POLICY PERIOD:

From 30 November 2018 to 30 November 2019 both days inclusive at Greenwich Mean Time

The insurance extends to include SERVISAIR USA Inc.
And/or their associated subsidiary or affiliated companies
From 23rd December 2013

INSURANCE COVERAGES: **Aviation Liability Insurance** (including Premises, Products, Completed Operations, Hangarkeepers and Contractual Liability, Combined Single Limit Bodily Injury, Property Damage including Passengers) and Cargo Legal Liability.

GEOGRAPHICAL LIMITS: Worldwide

LIMITS OF LIABILITY: **Note: Aggregate Limits may be reduced due to paid claims**

As respects Aviation Liability Insurance to cover the Insured's Legal Liability arising out of their Aviation Operations for a Sum Insured of not less than a Combined Single Limit (Bodily Injury/Property Damage) **USD500,000,000** any one occurrence and in the aggregate in respect of Products Legal Liability, including Grounding Legal Liability which is limited to **USD\$125,000,000** any one grounding and in the aggregate.

However, the following sublimits apply as part of and not in addition to the limit stated above:

As respects War and Allied Perils are covered in accordance with Extended Coverage Endorsement AVN52E, as contained in the policy, with paragraph 3 subject to a sub-limit of **USD150,000,000** any one occurrence and in the annual aggregate.

As respects Personal Injury to third parties other than passengers *not less than* **US\$5,000,000** any one occurrence, any one offense, in the aggregate annually.

USE OF VEHICLES INSURED: **Solely as respects Aviation Liability Insurance:** Any automobile and/or ground mobile equipment operated by the Named Insured on restricted airport premises.

Coverage is subject to:-

Date Recognition Exclusion Clause AVN2000A

Date Recognition Limited Coverage Clause AVN2001A

Date Recognition Limited Coverage Clause AVN2002A

CONTRACT(S): Agreement with Lee County Port Authority

SECURITY (the "Insurers")

As respects Aviation Liability:

Insurer/Address

Policy Number

Allianz Global Corporate and Specialty (Primary US\$250,000,000)

A1PR000573318AM

Underwriters at Lloyd's & Various Companies (Excess up to US\$500,000,000)

16409A18

Several Liability Notice

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

SPECIAL PROVISION(S)

Subject always to the scope of the policies noted above and the policies' declarations, insuring agreements, terms, conditions, limitations, exclusions, deductibles warranties and endorsements remaining paramount: Solely as respects: (i) the Coverage(s) noted above; (ii) the Contract(s) (and then only to the extent of the Named Insured's obligation to provide insurance under the terms of the Contract(s)); and (iii) the operations of the Named Insured; the following provision(s) apply(ies):

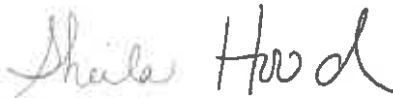
As respects Liability Coverage(s): Lee County Port Authority, its employees, elected officials, agents and representatives are hereby named as Additional Insureds. However, no party shall be included as an Additional Insured as respects is legal liability as manufacturer, repairer, supplier or servicing agent of the Equipment or any part thereof.

As respects All Coverage(s): In the event of cancellation or material change of the policies by Insurers, which would adversely affect the interests of the Additional Insureds, Insurers agree that such cancellation or change shall not be effective as to the Additional Insureds until thirty (30) days (seven (7) days or such shorter period as may be customary in the case of War Risks and Allied Perils Insurance and Extended Coverage Endorsement (Aviation Liabilities) / ten (10) days in the event of cancellation due to non-payment of premium) after issuance of notice to the Certificate Holder(s).

As respects each Certificate Holder(s) respective interests, this Certificate of Insurance shall automatically terminate upon the earlier of: (i) Policy expiration; (ii) Cancellation of the policies prior to policy expiration, as notified to the Certificate Holder(s) as required herein; (iii) termination of the Contract(s); and/or in the case of physical damage insurance relating to those Certificate Holder(s) who have an insurable interest in the Equipment as of the date of issuance of this Certificate of Insurance: Termination of the Named Insured's and/or the Certificate Holder(s) insurable interest in the Equipment.

This Certificate of Insurance is issued as a summary of the insurances under the policies noted above and confers no rights upon the Certificate Holder(s) as regards those insurances other than those provided by the policies. The undersigned has been authorized by the above insurers to issue this certificate on their behalf and is not an insurer and has no liability of any sort under the above policies as an insurer as a result of this certification.

DATE OF ISSUE: November 12, 2018



AUTHORIZED REPRESENTATIVE:

Willis of Texas, Inc.
Global Aviation

RESUMES

Michael P. Dannaesa

Port Charlotte FL
(301) 656-6841; Cell (276) 274-7818
mdannaesa@gmail.com

Professional Experience: Aviation Ground Service Support Technician and Fuel System Specialist, Certified Financial Coach, Business Consultant, Debt Negotiator, Certified Credit Counselor, Financial Planner- Life & Health, Stockbroker (Series 7), Sales Representative and Manager for various private companies

Professional Work History:

- **Aviation Ground Service Support Technician and Fuel System Specialist, Tri-Cities Aviation, February 2012- February 2016**
 - o Daily quality assurance inspection and general servicing for assigned airlines for multi-runway hub
 - o Maintains professional relationships and performs quality assurance and service for VIP client aircrafts
 - o Responsible for routine inspection, service and testing of airport –hub fuel systems to maintain regulation compliance
- **Independent Business Consultant, Debt Services Industry, January 2011- Present**
 - o Utilized professional techniques to evaluate and strengthen private cooperation's base business model to improve sales, reorganize finances, enhance business practices and improve the profitable environment
- **Process Coordinator & Debt Negotiator, Ascend One Corporation, January 2009- December 2010**
 - o Executed debt negotiations for field-attorney cases within legal department of cooperation. Maintained high performance standards individually and contributed to the team when evaluating and assisting other debt negotiators to facilitate high performance standards. Top Producer Award July 2009- December 2010
 - o Consistently demonstrated excellence when performing inbound and outbound debt negotiation calls to settle non-legal debt. Met or exceeded company goals over a one year period.
- **Senior Budget Analyst, Sales Manager, Debt Consultant/Team Lead, Debt Shield Inc., February 2006- January 2009**
 - o **Senior Budget Analyst:** Provided high-level customer service when consulting with clients to determine their current financial status and identify additional creditors to establish negotiation relationships with.
 - o **Sales Manager:** Maintained strong workplace ethics by monitoring and motivating individual debt consultants to preserve quality assurance standards and sales techniques. Ongoing responsibilities include: tracking sales, designing company promotions, executing staff meetings, and reporting directly to upper management and company owners.
 - o **Debt Consultant/Team Lead:** Performed frequent consultations and debt evaluations to determine client debt settlement eligibility. Assisted sales managers with debt consultant training by providing high level sales technique education. Appointed to monitor consultants for quality assurance and provided additional training as needed. Responsible for individual and team performance when reaching company sales and other standards. Contributed to team to create curriculum and educational materials for new hire training and other development programs to ensure successful sales practices of all employees.
- **Owner/Operator, Phoenix Credit Maintenance Organization Inc., March 1998- February 2006**
 - o Independently hired and managed 22 employees and performed all office related functions including: payroll, A/R, & A/P. Familiar with multiple office programs utilized to perform various office based tasks.
 - o Executed financial planning and debt negotiation techniques for private and commercial debt including mortgage forbearance, and student loans. Consistently upheld state and federal regulatory compliance standards.

Certificates, Awards and Licenses

- NATA Professional Line Service Training Certificate & NATA Supervisor Service Training Certificate
- Commercial, Multiengine Instrument Land Pilots License, 1982

Other Professional Experience: Bachelor of Science Degree, University of Maryland, 1981, Active Duty, USAF ; Pilot, Maryland National Guard,

Profile

Effective Aviation Fueling professional with twenty-five years of comprehensive experience in aviation fueling operations and services. Tested and proven competencies in the areas of Operations Management, Facilities Administration, Profit & Loss Management, Budgeting, Planning, Quality Control, Resource Allocation & Management, Customer Relations, Employee Relations, Recruiting & Staffing, Training/Development, AA/EEO/ADA Compliance and Safety. Expertise fostering and maintaining strong employee productivity and morale. Very effective communication and interpersonal skills.

Key Skills

Managerial/Leadership	Operational	Administrative
<ul style="list-style-type: none"> ◆ Strategic Planning ◆ Operations Management and Oversight ◆ Labor Planning ◆ Scheduling ◆ Performance Appraisal & Performance Recognition ◆ Training and Training Development ◆ Team Building ◆ Crisis Intervention ◆ Project Management ◆ Staff Supervision 	<ul style="list-style-type: none"> ◆ Operational Policy and Procedure Design, Implementation and Evaluation ◆ Budgeting and Cost Containment ◆ Resource Allocation and Management ◆ Process Management ◆ Service Quality Control ◆ Customer Relations ◆ Vendor Relations ◆ Security Compliance ◆ Contract Bid and Proposal 	<ul style="list-style-type: none"> ◆ Employee Relations ◆ Recruiting, Hiring, Staffing ◆ Internal Audit ◆ Administrative Policy and Procedure Design, Implementation and Evaluation ◆ Organizational Development ◆ AA/EEOC/AD Compliance ◆ Safety ◆ Environmental Compliance ◆ Labor Relations ◆ Manage Contract Labor Relations

Experience

SWISSPORT FUELING – DULLES, VA

Corporation providing diversified aviation fueling and ground support services to select clients in the international and domestic commercial air transportation sectors.

Vice President of Fueling Operations - 2018 to Present

Establish and implement operational policies and process improvements to ensure ongoing compliance with customer requirements. Provide analysis and interpretation of financial and operational metrics to evaluate profitability and performance of current contracts as well as proposed new business.

SWISSPORT FUELING – PHX/TUS Station – Phoenix, AZ

Corporation providing diversified aviation fueling and ground support services to select clients in the international and domestic commercial air transportation sectors.

General Manager - 2009 to 2018

Manage the combined fuel storage facilities, 'into-plane' fueling and triturator operations for the company at the Phoenix Sky Harbor International Airport location. Direct and oversee all operational, financial and administrative activities. Full responsibility and accountability for all 'bottom line' factors. Ensure compliance with all Federal, State and Local statutes. Develop and provide quantitative financial, administrative and human resources data/information to fulfill all documentation reporting requirements. Establish and implement operational policies and process improvements to ensure ongoing compliance with customer requirements. Provide analysis and interpretation of financial and operational metrics to evaluate profitability and performance of current contracts as well as proposed new business. Exceeded pro-forma budget goal for fiscal year 2010 and institutes a formal preventative maintenance program designed to extend the life of the fueling equipment.

SWISSPORT FUELING – IAD/DCA Stations – Dulles/Alexandria, VA

Corporation providing diversified aviation fueling and ground support services to select clients in the international and domestic commercial air transportation sectors.

General Manager - 2002 to 2009

Manage the combined 'into-plane' fueling and Ground Support Equipment (GSE) operations for the company at the Washington Dulles (IAD) and Reagan National Airports (DCA). Direct and oversee all operational, financial and administrative activities. Full responsibility and accountability for all 'bottom line' factors. Ensure compliance with all Federal, State and District statutes. Develop and provide quantitative financial, administrative and human resources data/information to fulfill all documentation reporting requirements.

OGDEN AVIATION SERVICES - DCA Station – Alexandria, VA

Corporation providing diversified aviation fueling and ground support services to select clients in the international and domestic commercial air transportation

Supervisor, Training - 1992 to 2000

Design, conduct and evaluate both formal and informal training programs, classroom and practical, for station personnel. Continually modify curriculum and mode of presentation consistent with skill and comprehension level of participants. Develop cohesive 'teams' of fueling technicians to better focus on continuous achievement of customer quality indicators. Evaluate individual and team performance. Shift Supervisor. Coordinate all activities of fueling personnel performing into-plane and ground support equipment fueling services. Ensure optimum manpower utilization, safe fueling practice and on-time delivery of aircraft. Ensure full compliance with company, carrier, FAA, Airport Authority and OSHA procedures. Rules and regulations

Personal Profile

- BA Biblical Studies – Faith Bible College and Seminary – Washington, DC
- Computer Science – Jackson State University, Jackson, MS



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by FEI/EIN Number

Foreign Profit Corporation
SWISSPORT FUELING INC.

Filing Information

Document Number	P09196
FEI/EIN Number	54-0642003
Date Filed	02/21/1986
State	DE
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	07/24/2000
Event Effective Date	NONE

Principal Address

45025 AVIATION DRIVE
SUITE 350
DULLES, VA 20166

Changed: 04/23/2007

Mailing Address

45025 AVIATION DRIVE
SUITE 350
DULLES, VA 20166

Changed: 04/23/2007

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301

Name Changed: 04/05/1999

Address Changed: 04/23/2007

Officer/Director Detail

Name & Address

Title Secretary

04/18/2014 -- ANNUAL REPORT	View image in PDF format
04/19/2013 -- ANNUAL REPORT	View image in PDF format
04/05/2012 -- ANNUAL REPORT	View image in PDF format
04/19/2011 -- ANNUAL REPORT	View image in PDF format
04/07/2010 -- ANNUAL REPORT	View image in PDF format
04/07/2009 -- ANNUAL REPORT	View image in PDF format
03/31/2008 -- ANNUAL REPORT	View image in PDF format
04/23/2007 -- ANNUAL REPORT	View image in PDF format
04/11/2006 -- ANNUAL REPORT	View image in PDF format
02/04/2005 -- ANNUAL REPORT	View image in PDF format
03/29/2004 -- ANNUAL REPORT	View image in PDF format
03/24/2003 -- ANNUAL REPORT	View image in PDF format
04/08/2002 -- ANNUAL REPORT	View image in PDF format
04/10/2001 -- ANNUAL REPORT	View image in PDF format
07/24/2000 -- Name Change	View image in PDF format
04/28/2000 -- ANNUAL REPORT	View image in PDF format
05/10/1999 -- ANNUAL REPORT	View image in PDF format
04/05/1999 -- Reg. Agent Change	View image in PDF format
04/15/1998 -- ANNUAL REPORT	View image in PDF format
05/15/1997 -- ANNUAL REPORT	View image in PDF format
05/01/1996 -- ANNUAL REPORT	View image in PDF format
05/01/1995 -- ANNUAL REPORT	View image in PDF format

Lee County Tax Collector

2480 Thompson Street
Fort Myers, FL 33901
www.leetc.com

From: Name: Kirstin Flint
Department: Customer Support
Fax Number:
Voice Phone:

To: Name: 2397686697
Company:
Fax Number: 12397686697
of Pages: 3

Fax Notes:

Florida has a very broad public records law. Most written communication to or from Tax Collector employees are considered to be public records and will be made available to the public and the media upon request. Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

The Lee County Tax Collector's offices are open Monday thru Friday 8:30 am to 5:00 pm except for holiday closings.

Please visit our web-site at www.leetc.com for additional information.

Date and time of transmission: 05-08-2019 11:17 AM

Number of pages including this cover sheet: ~TotalPages~



Local Business Tax Receipt

Dear Business Owner:

Your 2018-2019 Lee County Local Business Tax Receipt is attached below for account number **0801485**.

If there is a change in one of the following, refer to the instructions on the back of this receipt.

- Business name
- Ownership
- Physical location
- Business closed

This is not a bill. Detach the bottom portion and display in a public location.

I hope you have a successful year.

Sincerely,

Lee County Tax Collector



2018 - 2019
LEE COUNTY LOCAL BUSINESS TAX RECEIPT

Account Number: **0801485**

Account Expires: **September 30, 2019**

Location:

11000 TERMINAL ACCESS RD STE 8670
FT MYERS FL 33913

SERVISAIR
SERVISAIR USA INC
45025 AVIATION DR STE 350
DULLES VA 20166

May engage in the business of:
BUSINESS SERVICE
THIS LOCAL BUSINESS TAX RECEIPT IS NON REGULATORY

Payment Information:
PAID 493954-33-1 10/01/2018 01:20 PM
\$50.00

CHANGES TO YOUR LOCAL BUSINESS TAX ACCOUNT

Change of Business Name and/or Ownership:

- Submit a new Local Business Tax Application
- Submit other required documents, if applicable (e.g. Fictitious Name Registration, State or County License, etc.)
- Submit a Bill of Sale (if changing ownership)
- A 10% transfer fee applies to ownership changes
- The Lee County Property Appraiser's office should be notified of any change in the business name and/or ownership

Change of Location:

- Submit a new Local Business Tax Application
- Obtain zoning approval, or provide a copy of a city local business tax receipt, if relocating from:
 - Commercial to Commercial
 - Commercial to Residential
 - Residential to Commercial
- A 10% transfer fee applies to location changes
- The Lee County Property Appraiser's office should be notified of any change in business location

Tangible Taxes:

Tangible Personal Property Tax Returns must be filed with the Property Appraiser's office by April 1st of each year. Contact the Property Appraiser's office 239.533.6140.

Closing Your Business:

If you are closing or no longer in business, the owner/qualifier must do the following:

- Sign, date and submit the **Out of Business Affidavit** below
- File a **Tangible Disposition Letter** form with the Property Appraiser, www.leepa.org or call 239.533.6140 to avoid receiving future tangible tax notices

If you plan to liquidate your merchandise, contact our office at 239.533.6000 for instructions on obtaining a *Going Out of Business Permit*.

Information/Questions: call 239.533.6000 or visit our official website at www.leetc.com.

Out of Business Affidavit

Tangible Personal Property Account Number for the business: _____

The business named on the reverse side of this notice ceased operations and disposed of the assets by:

Account No: 0801485

Retention for personal use Scrapped, junked, or likewise disposed of, etc.

Date Sold: _____ Purchase Price: _____

Complete the buyer information below.

Name: _____ Phone Number: _____

Address: _____

All of the tangible assets were were not sold to the purchaser.

Owner/Qualifier Name _____ Phone Number _____ Date Closed _____

Street or PO Box Number (your current mailing address) _____

City/State/Zip _____ Signature of Owner/Qualifier _____

Return this Out of Business Affidavit to: Lee County Tax Collector, PO Box 1549, Fort Myers, FL 33902-1549

CERTIFICATE OF INSURANCE

Issued on behalf of Insurers by
Willis of Texas – Global Aviation
920 Memorial City Way; Suite 500
Houston, TX 77024
Telephone (713) 961-3800, Fax (713) 961-0069

This is to certify to:

Lee County Port Authority
11000 Terminal Access Road #8671
Fort Myers, FL 33913-8899

OK
5.7.19
K.S.Lu

(Sometimes referred to herein as the Certificate Holder(s))

that the Insurers listed below, each for their own part and not one for the other, are providing the following insurance:

NAMED INSURED: SWISSPORT INTERNATIONAL LTD and/or their associated and subsidiary and affiliated companies including Inter Alia, SWISSPORT NORTH AMERICA HOLDINGS, INC., SWISSPORT NORTH AMERICA, INC., SWISSPORT HOLDINGS, INC., SWISSPORT CFE, INC., SWISSPORT FUELING, INC., SWISSPORT FUELING OF NEVADA, INC., SWISSPORT CORPORATION, SWISSPORT USA, INC., DAPSCO, INC., HALLMARK AVIATION SERVICES, L.P., SWISSPORT CARGO HOLDINGS, INC., SWISSPORT CARGO SERVICES, INC., SWISSPORT CARGO SERVICES, L.P., SWISSPORT LOUNGE, LLC, SWISSPORT CANADA HANDLING, INC., AKA MANUTENTION SWISSPORT CANADA, INC., BWID, LLC, SWISSPORT SAUSA, LLC, fka SERVISAIR USA LLC; GLOBAL GROUND SERVICES INC.; SERVISAIR AMERICAS, LLC; SWISSPORT SA, LLC, fka SERVISAIR LLC; SERVISAIR INC.; SERVISAIR DEICING SERVICES INC.; SERVISAIR LEASING CORP.; SWISSPORT SA FUEL SERVICES, LLC, fka SERVISAIR FUEL SERVICES LLC; SERVISAIR FUEL LEASING CORP.; AND GLOBEGROUND FUEL SERVICES INC. for their respective rights and interests hereinafter the insured

NAMED INSURED'S SWISSPORT NORTH AMERICA HOLDINGS, INC.

ADDRESS: 45025 Aviation Dr.
Dulles, VA 20166
USA

POLICY PERIOD: From 30 November 2018 to 30 November 2019 both days inclusive at Greenwich Mean Time

**The insurance extends to include SERVISAIR USA Inc.
And/or their associated subsidiary or affiliated companies
From 23rd December 2013**

PAGE TWO

INSURANCE COVERAGES: **Aviation Liability Insurance** (including Premises, Products, Completed Operations, Hangarkeepers and Contractual Liability, Combined Single Limit Bodily Injury, Property Damage including Passengers) and Cargo Legal Liability.

GEOGRAPHICAL LIMITS: Worldwide

LIMITS OF LIABILITY: **Note: Aggregate Limits may be reduced due to paid claims**

As respects Aviation Liability Insurance to cover the Insured's Legal Liability arising out of their Aviation Operations for a Sum Insured of not less than a Combined Single Limit (Bodily Injury/Property Damage) **USD10,000,000** any one occurrence and in the aggregate in respect of Products Legal Liability, including Grounding Legal Liability which is limited to USD10,000,000 any one grounding and in the aggregate.

However, the following sublimits apply as part of and not in addition to the limit stated above:

As respects War and Allied Perils are covered in accordance with Extended Coverage Endorsement AVN52E, as contained in the policy, with paragraph 3 subject to a sub-limit of **USD10,000,000** any one occurrence and in the annual aggregate.

As respects Personal Injury to third parties other than passengers *not less than* US\$10,000,000 any one occurrence, any one offense, in the aggregate annually.

USE OF VEHICLES INSURED: **Solely as respects Aviation Liability Insurance:** Any automobile and/or ground mobile equipment operated by the Named Insured on restricted airport premises.

Coverage is subject to:-

- Date Recognition Exclusion Clause AVN2000A
- Date Recognition Limited Coverage Clause AVN2001A
- Date Recognition Limited Coverage Clause AVN2002A

CONTRACT(S): Into-Plane Fueling Services Agreement with Lee County Port Authority (RSW)

SECURITY (the "Insurers")

As respects Aviation Liability:

Insurer/Address

Allianz Global Corporate and Specialty (Primary US\$250,000,000)

Policy Number

A1PR000573318AM

Several Liability Notice

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

SPECIAL PROVISION(S)

Subject always to the scope of the policies noted above and the policies' declarations, insuring agreements, terms, conditions, limitations, exclusions, deductibles warranties and endorsements remaining paramount: Solely as respects: (i) the Coverage(s) noted above; (ii) the Contract(s) (and then only to the extent of the Named Insured's obligation to provide insurance under the terms of the Contract(s)); and (iii) the operations of the Named Insured; the following provision(s) apply(ies):

As respects Liability Coverage(s): Lee County Port Authority, its employees, elected officials, agents and representatives are hereby named as Additional Insureds. However, no party shall be included as an Additional Insured as respects is legal liability as manufacturer, repairer, supplier or servicing agent of the Equipment or any part thereof.

Solely as respects Liability Coverage(s): This insurance is primary and without right of contribution from any other insurance as may be carried by the Additional Insureds.

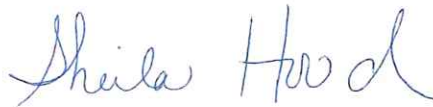
As respects All Coverage(s): Insurers waive their rights of subrogation against the Additional Insureds but only to the same extent that the Named Insured has waived its rights of recovery against and/or indemnified the Additional Insureds in the Contract(s)

As respects All Coverage(s): In the event of cancellation or material change of the policies by Insurers, which would adversely affect the interests of the Additional Insureds, Insurers agree that such cancellation or change shall not be effective as to the Additional Insureds until thirty (30) days (seven (7) days or such shorter period as may be customary in the case of War Risks and Allied Perils Insurance and Extended Coverage Endorsement (Aviation Liabilities) / ten (10) days in the event of cancellation due to non-payment of premium) after issuance of notice to the Certificate Holder(s).

As respects each Certificate Holder(s) respective interests, this Certificate of Insurance shall automatically terminate upon the earlier of: (i) Policy expiration; (ii) Cancellation of the policies prior to policy expiration, as notified to the Certificate Holder(s) as required herein; (iii) termination of the Contract(s); and/or in the case of physical damage insurance relating to those Certificate Holder(s) who have an insurable interest in the Equipment as of the date of issuance of this Certificate of Insurance: Termination of the Named Insured's and/or the Certificate Holder(s) insurable interest in the Equipment.

This Certificate of Insurance is issued as a summary of the insurances under the policies noted above and confers no rights upon the Certificate Holder(s) as regards those insurances other than those provided by the policies. The undersigned has been authorized by the above insurers to issue this certificate on their behalf and is not an insurer and has no liability of any sort under the above policies as an insurer as a result of this certification.

DATE OF ISSUE: May 7, 2019



AUTHORIZED REPRESENTATIVE:

Willis of Texas, Inc.
Global Aviation

**LEE COUNTY PORT AUTHORITY
MANAGEMENT AGREEMENT FOR THE
OPERATION, MANAGEMENT, AND MAINTENANCE OF THE
ON-AIRPORT RENT-A-CAR FUELING SYSTEM
AT SOUTHWEST FLORIDA INTERNATIONAL AIRPORT
(RFB 19-12)**

THIS AGREEMENT is entered this ____ day of _____, 2019, between the **LEE COUNTY PORT AUTHORITY**, a political subdivision and special district of the State of Florida ("Authority"), at 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913, and **SWISSPORT FUELING, INC.**, a Delaware Corporation authorized to do business in the State of Florida ("Operator"), at 45025 Aviation Drive, Suite 350, Dulles, Virginia 20166-7557, Federal Identification Number 54-0642003.

WITNESSETH

WHEREAS, the Authority operates the Southwest Florida International Airport ("Airport") in Fort Myers, Florida and provides for the operation of a Rental Car Fueling System on the Airport under a series of On-Airport Rent-A-Car Concession Agreements (collectively, the "Rent-A-Car Concession Agreement") between the Authority and various On-Airport Rent-A-Car concessionaires, as they currently exist, and such other concessionaires as may be added or deleted over the term of this Agreement (collectively the "Fueling Companies"); and

WHEREAS, Authority desires to enter a Management Agreement for the operation, management, and maintenance of the Rental Car Fueling System at the Airport; and,

WHEREAS, the Authority has solicited competitive bids from qualified rental car and aviation fueling system management companies for the operation, management, and maintenance of the Rental Car Fueling System; and

WHEREAS, the Operator certifies that it possesses valid licenses to do business in the State of Florida and in Lee County, Florida; and,

WHEREAS, the Operator has reviewed the services required under the Authority's Request for Bids No. 19-12, all Addenda, and this Agreement, and states that it is qualified, willing and able to provide and perform all such services according to the provisions, conditions and terms below.

NOW, THEREFORE, in consideration of the foregoing and the mutual consideration described below, the parties agree as follows:

1.0 DEFINITIONS

Addendum or Addenda - means any interpretation, revision or addition to the Request for Bids (RFB) issued in the form of a written Addendum by the Authority during the bidding process.

Airport - means Southwest Florida International Airport, located in Lee County, Florida.

Airport Terminal - means the commercial airline passenger terminal building and any modifications or additions thereto.

Annual Operating Budget - means the annual budget for maintaining, operating and managing the Rental Car Fueling System for each Contract Year of the Agreement. The budget shall include a detailed projection of monthly total fuel consumption and deliveries, along with allowable operating expenses.

Authority or Port Authority - means the Lee County Port Authority as the governing body of the Airport.

Bid - means the document requested by the Authority and submitted by the Operator in accordance with the Request for Bids (RFB).

Bidder - means the individual or business entity submitting a response to the Request for Bids.

Commencement Date - means the date for commencing operations under this Agreement at the Airport, October 1, 2019.

Contract Year - means the period beginning on the Commencement Date and ending September 30, 2020, and continuing each twelve-month period thereafter, until the date of expiration or termination of this Agreement, as may be amended or extended.

County - means Lee County, a political subdivision of the State of Florida.

Expansion to Rental Car Fueling System - means any additions, modifications, enhancements, or adjustments that the Authority determines are required to the Rental Car Fueling System.

Extraordinary Cost - means a non-recurring expenditure or obligation that: (1) is not part of the normal and regular ongoing expense of operating the Fueling System; and (2) is not financed in such a way as to be discharged by level monthly payments spread over a period of more than twelve (12) months.

Fueling System Charge - means the monthly charge payable to the Authority by the Fueling Companies for the Fueling Companies' use of the Rental Car Fueling System pursuant to Article 5, Section 5.1(4) of the Rent-A-Car Concession Agreement, as may be amended, extended, or revised.

Gallon - means a U.S. gallon.

Gallonge - means the total number of Gallons of Gasoline (or related product, as approved) dispensed from the Fueling Companies' designated Quick Turn Around ("QTA") area dispensers at the Airport during the relevant period. The Gallonge of each Fueling Company will be the total of all Gasoline dispensed from each respective Fueling Company's QTA area dispenser(s) at the Airport during the relevant period.

Gasoline - means the Gallonge of a Fueling Company for the previous month or the stated month or series of months under consideration.

Management Agreement or Agreement - means this Management Agreement between the Authority and the Operator for the non-exclusive right, privilege and obligation to operate, manage, and maintain the Rental Car Fueling System at the Airport.

Management Fee - shall mean the monthly fee paid to the Operator by the Authority as compensation for the operation, management, and maintenance of the Rental Car Fueling System at the Airport.

Monthly Gallonge - means the Gallonge of a Fueling Company for the previous month or the stated month or series of months under consideration.

Non-Reimbursable Expenses - means the following expenses which are specifically excluded from the Annual Operating Budget and shall be provided by the Operator:

- A. Salaries, costs, and expenses related to legal services, offsite or indirect audit, accounting, administrative, design, engineering, bookkeeping, and executive personnel of the Operator.
- B. The cost of licenses and permits, (excluding registration fees for authorized fleet vehicles) obtained pursuant to existing federal, state, county or city statute, ordinance, rule or regulation.

- C. Internal accounting and audit costs obtained pursuant to existing federal, state, county or city statute, ordinance, rule, or regulation.
- D. Home office travel, home office telephone/communication expenses, home office entertainment, travel accommodations, and off-site general office expenses.
- E. The cost of any and all penalties and fines paid by the Operator and its employees.
- F. The cost or expenses of legal representation.
- G. The cost of secondary audits as provided for in the Agreement.
- H. The cost of any and all bonds, guaranties or Letters of Credit, and the cost of the insurance requirements set forth herein, except as otherwise provided for, which the Operator is required to obtain in accordance with the Agreement.
- I. Any contract negotiation expenses.
- J. Financing costs associated with Operator's working capital.
- K. Any computer equipment necessary to support Operator's home office operations within the Airport and as required by this Agreement.
- L. Costs arising or resulting from negligence, disregard, neglect, failure, carelessness or inattention of Operator or Operator's employees.
- M. Operator's cost of funds necessary to pay Operating Expenses prior to reimbursement by the Authority.
- N. The cost of any payments made by the Operator to the Authority related to the indemnification section of the Agreement.
- O. Federal, state, and local income, personal and applicable sales use and personal property taxes incurred by the Operator or individuals of the Operator, its agents and employees in its operations.
- P. Any late payments or interest charges incurred.
- Q. Long distance telephone charges not directly related to services provided under this Agreement, including long distance telephone charges between the local and home/corporate office and personal calls.
- R. Any Operating Expense not included below as a reimbursable item, and not approved in writing by the Authority.

- S. Start up and transition costs related to the commencement of operations under the Agreement. Expenses related to acquiring, by lease or purchase, suitable operating/office space required to support operations under this Agreement, as described in the Request for Bids, to include associated utilities, taxes, cleaning and maintenance costs.
- T. The cost of acquiring and maintaining Contractor's Pollution and Environmental Insurance, as required under this Agreement.

Operating Expenses - means all direct expenses, without markup, relating to the direct local operation, management, and maintenance of the Rental Car Fueling System at the Airport.

Operations and Procedures Manual or Manual - means the procedures and standards for the operation, management, and maintenance of the Rental Car Fueling System at the Airport as prepared by the Operator and approved by the Authority.

Operator – means the person or legal entity selected by the Authority as the Operator to provide for the operation, management, and maintenance of the Rental Car Fueling System at the Airport.

Other Products - any material, other than gasoline stored in or put through the Fueling System for use in connection with the Rental Car Fueling System and for the benefit of the Fueling Companies.

Reimbursable Expenses - means all anticipated Operating Expenses to be incurred by the Operator in the normal operation of the Rental Car Fueling System, and included in the Annual Operating Budget, including but not limited to, the following:

- A. Fueling System On-Site Manager/Supervisor and staff salaries, as authorized, which are subject to prior approval by the Authority and all other associated payroll costs, such as payroll taxes, health care program costs and related benefits, etc.
- B. Staffing costs of all other employees whether full-time or part-time that are necessary to operate the Fueling System Facilities. Any overtime reimbursement requested from the Authority shall be within the overtime

allowance established in Operator's approved budget and may require an explanation of the need for such overtime.

- C. All payroll taxes and any similar charges, employee benefit costs including workers' compensation insurance and unemployment insurance, and any similar charges, as approved, relating to salaries and wages under Subsections A & B above.
- D. The cost of uniforms. Any Operator issued articles missing from the inventory or those not returned upon termination of an employee shall be non-reimbursable.
- E. The cost of training for existing local employees, employee seminars, and employee mileage claims, as approved by the Authority.
- F. All materials and supplies, including sales tax and applicable use taxes, required for such operation, including but not limited to office supplies, postage, other supplies and sundry items, forms and printing paper.
- G. The cost of utilities that are not directly connected to the Authority's main meter and telephone service, less any interest or late charges generated by the late payment from the Operator.
- H. The cost of cellular telephones for the On-Site Manager/Supervisor and staff, as authorized.
- I. The cost of any employee bonus or award program, subject to the Authority's prior written approval.
- J. The cost of local employment screening, hiring, and training of employees.
- K. Cost of repairs and maintenance of the Fueling System and any other repairs necessary for the direct operation of the Fueling System as provided for in the Agreement.
- L. The cost of acquiring, maintaining, repairing, and fueling all transportation equipment used in the operation, management and maintenance of the Rental Car Fueling System by the Operator, including sales and use taxes and registration.
- M. Any capital expense, upon prior approval by Authority that is deemed necessary for the direct operation of the Fueling System.

Rental Car Fueling System (or Fueling System) - means a system for storing and transporting unleaded gasoline (or such other fuel or fuels as may be approved by the Authority in writing), consisting of six (6) 25,000 gallon fuel tanks (150,000 gallons total capacity), oil-water separators, pneumatic bulk inventory and system status reporting system, bulk delivery unloading and fill port stations, FuelMaster automated fuel monitoring and reporting system, 96 duplex fuel pumps with breakaway retractable hoses, and associated double-walled piping with low-point lead detection system linking the fuel farm with the fuel island(s) in the Fueling Companies' respective QTA fueling areas, as well as certain other equipment, improvements and/or appurtenances thereon or as described herein, or as otherwise may be added, subtracted, modified, enhanced, or placed in stock to support the Fueling System on the Airport.

2.0 SCOPE OF SERVICES AND INCORPORATION BY REFERENCE - Operator hereby agrees to operate, manage, and maintain the Rental Car Fueling System at the Airport as described in the Request for Bids and all Addenda; Operator's Bid, dated May 2, 2019; and any other written clarifications of that Bid received by Authority prior to the date of this Agreement. The Request for Bids, all Addenda, and Operator's Bid are hereby merged into and incorporated by reference as part of this Agreement. If there are any conflicts between the terms of this Agreement and the Request for Bids; or between this Agreement and Operator's Bid; the terms of this Agreement will control.

3.0 TERM - The term of this Agreement is four (4) years commencing October 1, 2019, and expiring September 30, 2023, unless terminated sooner as provided by this Agreement. At its sole discretion, the Authority may extend the term of this Agreement for two (2) additional two-year terms under the same terms and

conditions. Authority shall give notice of its desire to extend the term of this Agreement no later than one hundred twenty (120) days prior to the expiration date of the initial term of this Agreement or any subsequent term.

4.0 OPERATIONS AREAS - The Authority grants to the Operator and the Operator takes from the Authority the right to use and occupy the Rental Car Fueling System Facilities (the "Operations Areas") to perform the services required by this Agreement.

4.1 Operator shall be entitled to use, in common with others, the Operations Areas, together with all facilities, equipment, improvements, and services provided in connection with the Operations Areas for the purpose of conducting services under this Agreement.

4.2 Operator may not use the assigned Operations Areas for any commercial or other activity except for the services outlined in this Agreement.

4.3 The Authority reserves the right to expand, contract, or modify the Operations Areas described above or to create additional fueling system or related facilities in its sole discretion. Upon completion of any expansion, contraction, or modification to the Fueling System or related facilities, such facilities shall be included as Operations Areas under this Agreement upon the same terms and conditions.

4.4 The Operator shall not, at any time during the term of this Agreement, abandon any or all of the Rental Car Fueling System services without prior written approval from the Authority.

4.5 The Operator shall use the Operations Areas only for purposes consistent with its responsibilities under this Agreement and for no other purpose

whatsoever. The Operator shall not install any coin or credit card-operated devices such as pay telephones, vending machines or devices, nor install or permit commercial advertising signs or any other type of concession activity without prior written permission of the Authority.

4.6 Authority further grants to Operator the right of ingress to and egress from the Airport over public roadways, subject to all laws, ordinances, rules, and regulations as presently in effect and as may be established in the future by the Authority, Lee County, or the State of Florida, as may be required by Operator's operations. The Authority, or Lee County, may substitute other means of ingress and egress to the Airport, and may temporarily or permanently close any entrance or other roadway, from time to time, during the term of this Agreement.

5.0 OPERATOR'S OBLIGATIONS - The obligations of the Operator with respect to services authorized under this Agreement shall include, but are not limited to the following:

5.1 Licenses - The Operator agrees to obtain, and maintain throughout the term of this Agreement, all such licenses as are required to do business in the State of Florida and in Lee County, Florida, including, but not limited to, licenses required by any State board or other governmental agency responsible for regulating and licensing the services provided and performed by the Operator.

5.2 Personnel - The Operator agrees that when the services to be provided and performed relate to service(s) which, under Florida law, requires a

license, certificate of authorization or other form of legal entitlement to practice such service(s), to employ and/or retain only qualified personnel to be in charge of all such services provided under this Agreement.

6.0 PROJECT MANAGERS - The Authority hereby designates its Director, Contract Management at 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913, (239) _____ to serve as Authority's Contract Manager for this Project. The Operations Manager for the Operator is _____, whose address and telephone number is _____.

7.0 OPERATOR AN INDEPENDENT CONTRACTOR - The Operator is an independent contractor and is not an employee or agent of the Authority. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor between the Authority and the Operator, its employees, agents, subcontractors, or assigns, during or after the term of this Agreement.

8.0 INSURANCE - Operator must furnish proof of insurance coverages acceptable to the Authority. A copy of the Operator's current insurance certificate verifying the Operator's insurance coverage must be submitted upon execution of this Agreement. The minimum required insurance coverage is not intended to, and shall not in any manner, limit or reduce liabilities and obligations assumed by the Operator, its agents, employees, or subcontractors.

Operator shall furnish the following coverages either through existing policies or by virtue of a specific project policy, with deductible limits acceptable to the Authority:

8.1 Commercial General Liability and Umbrella Liability Insurance - The Operator shall carry limits of insurance no less than the following. Insurance coverage shall include liability arising from independent contractors and contractual liability. Unless otherwise approved in advance, limits of liability carried by subcontractors to the Operator shall be the same as required of Operator.

Bodily Injury/Property Damage	\$ 2,000,000 Each Occurrence
Products/Completed Operations	\$ 2,000,000 Each Occurrence
Personal Injury & Advertising Injury	\$ 2,000,000 Each Occurrence
General Aggregate	\$ 5,000,000 Annually
Excess Liability	\$10,000,000 Annually
Fire Legal Liability	\$ 2,000,000
Medical Payments	\$ 50,000
Employee Dishonesty and Fidelity	\$ 1,000,000

The Lee County Port Authority shall be named as an additional insured on the General Liability policy. The Operator's insurance will be primary and include a waiver of subrogation, by both Operator and its insurers, in favor or the Authority. Any work performed Airside will require a minimum of \$5,000,000.00 in liability coverage. The insurance provided will include coverage for all parties employed by the Operator. At the discretion of the Authority, all insurance limits may be reevaluated and increased or decreased at the sole discretion of the Authority and at any time during the term of the Agreement.

8.2 Business Auto Liability Insurance - Operator shall carry a Business Auto Liability Policy, which includes contractual liability, with a Bodily Injury & Property Damage Limit not less than \$5,000,000 each accident. Such coverage shall cover liability arising out of the use of any automobile

(including owned, hired, and non-owned autos). The Authority must be named as an additional insured on the Business Auto policy. A waiver of subrogation by both Operator and its insurers, in favor of the Authority, is required for this coverage.

8.3 Contractor's Pollution and Environmental Liability - Operator shall carry Contractor's Pollution and Environmental Liability insurance with limits no less than \$5,000,000.00. The Authority must be named as an additional insured or certificate holder on all coverages.

8.4 Professional Liability (as appropriate) - \$2,000,000.00 Each Occurrence/Aggregate.

8.5 Workers Compensation - Workers Compensation and Employer's Liability insurance in an amount required by Florida state law. Employer's Liability limits of at least the following are required:

Per Employee	\$1,000,000
Per Employee	\$1,000,000 (Disease)
Policy Limit	\$1,000,000 (Disease)

A waiver of subrogation by both Operator and its insurers, in favor of the Authority, is required for this coverage. Operator's insurance certificate should note any exceptions.

8.6 Certificates of Insurance - Upon executing this Agreement, Operator shall furnish to the Authority a properly executed certificate of insurance for each coverage listed. The appointed insurance agent or carrier shall be duly licensed to provide coverage and honor claims within Florida. All certificates shall reference this Agreement and evidence and provide for

written notice to the Authority prior to the cancellation or material change of any policy.

Failure of the Authority to demand such certificates or other evidence of full compliance with these insurance requirements or failure of the Authority to identify a deficiency from evidence that is provided shall not be construed as a waiver of the Operator's obligation to maintain such insurance. Operator shall furnish certified copies of any or all insurance policies required above within ten (10) days of the Authority's written request for said copies.

The Operator will be responsible for acts or omissions arising out of the operations of any subcontractor, independent contractor or material supplier providing services or materials at the Operator's direction. The Operator will furnish the Authority's Risk Manager with a list of all subcontractors and independent contractors prior to beginning work on Authority property or for the benefit of the Authority. Unless otherwise approved in advance, limits of liability coverage carried by subcontractors to the Operator shall be the same as required of the Operator. The Operator shall require and ensure that all subcontractors and independent contractors carry insurance as required of the Operator.

- 8.7 Lapse in Coverage - If Operator does not maintain the insurance coverages required in this Agreement, Authority may cancel the Agreement, or at its sole discretion, be authorized to purchase such coverages and charge Operator for such coverage purchased. The Authority shall be under no obligation to purchase such insurance, nor

shall it be responsible for the coverage purchased or the insurance company/companies used. The decision of Authority to purchase such insurance coverage shall in no way be construed to be a waiver of its rights under this Agreement.

9.0 COMPENSATION AND METHOD OF PAYMENT

9.1 Rental Car Fueling System Management and Operation Services - The Authority shall pay the Operator for all requested and authorized services completed in the amount and according to the procedures set out in the Request for Bids and the Operator's Bid.

Contract Year 1: Management Fee - \$54,000.00

Contract Year 2: Management Fee - \$56,000.00

Contract Year 3: Management Fee - \$58,000.00

Contract Year 4: Management Fee - \$60,000.00

9.2 Payment When Services Are Terminated at the Convenience of the Authority - If this Agreement is terminated for the convenience of the Authority, the Authority shall compensate the Operator for: (1) all services performed prior to the effective date of termination; (2) reimbursable expenses then due; and (3) reasonable expenses incurred by the Operator in effecting the termination of services and work.

9.3 Payment When Services Are Suspended – If the Authority suspends the Operator's services or work on all or part of the services required by this Agreement, the Authority shall compensate the Operator for all services performed prior to the effective date of suspension and any reimbursable expenses then due along with any reasonable expenses incurred or associated with, or incurred as a result of, such suspension.

9.4 Non-Entitlement to Anticipated Fees in the Event of Service Termination, Suspension, Elimination, Cancellation and/or Decrease in Scope of Services – If the services required under this Agreement are terminated, canceled, or decreased due to: (1) termination; (2) suspension in whole or in part; and (3) and/or are modified by the subsequent issuance of Amendment(s) to this Agreement; the Operator shall not be entitled to receive compensation for anticipated fees; profit, general and administrative overhead expenses or any other anticipated income or expense which may be associated with the services which are terminated, suspended, eliminated, canceled or decreased.

10.0 ASSIGNMENT, TRANSFER AND SUBCONTRACTS - The Operator shall not assign or transfer any of its rights, benefits or obligations hereunder, except for transfers that result from the merger or consolidation of Operator with a third party. Operator may subcontract small portions of the work required hereunder to subcontractors with prior written approval of the Authority.

11.0 MAINTENANCE OF RECORDS - Operator will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by Operator for a minimum of five (5) years from the date of termination of this Agreement, or any extension to this Agreement. Authority, the Federal Aviation Administration, the Comptroller General of the United States or any duly authorized agents or representatives of any of them shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this

Agreement and during the period of five (5) years thereafter; provided, however, such activity shall be conducted only during normal business hours.

12.0 PUBLIC RECORDS – COMPLIANCE WITH SECTION 119.0701, FLORIDA STATUTES

To the extent Operator is “acting on behalf” of Authority in providing services under this Agreement, Operator specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

- 12.1 Keep and maintain public records that ordinarily and necessarily would be required by the Authority in order to perform the services required under this Agreement;
- 12.2 Upon request from the Authority, provide the Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- 12.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- 12.4 Meet all requirements for retaining public records and transfer, at no cost to the Authority, all public records in possession of Operator upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the

Authority in a format that is compatible with the information technology system of the Authority.

IF THE OPERATOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE OPERATOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (239) 590-4504, 11000 TERMINAL ACCESS ROAD, STE. 8671, FORT MYERS, FL 33913, PUBLICRECORDS@FLYLCPA.COM, [HTTPS://FLYLCPA.COM/PUBLICRECORDSREQUESTS](https://flylcpa.com/publicrecordsrequests).

13.0 PUBLIC RECORDS EXEMPTIONS

Operator agrees not to divulge, furnish or make available to any third person, firm or organization, without Authority's prior written consent, or unless incidental to the proper performance of Operator's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by Operator hereunder. Operator shall require all of its employees, agents, and subcontractors to comply with the provisions of this Article, and acknowledges that any information concerning its services may be exempt from disclosure under the Florida Public Records Law as follows:

13.1 Airport Security Plans - The Southwest Florida International Airport security plan, and other critical operational materials designated by the Authority, are exempt from disclosure as public records under Section 331.22, Florida Statutes (2001).

Operator agrees not to divulge, furnish, or make available to any third person, firm, or organization, without the Authority's prior written consent, the airport security plan, or any photograph, map, blueprint, drawing, or

similar material that depicts critical operational information; and also any threat assessments; threat response plans; emergency evacuation plans; shelter arrangements; security manuals; emergency equipment; and security training that the Authority determines could jeopardize airport security if generally known.

- 13.2 Building Plans - Operator further acknowledges that Section 119.071(3)(b), Florida Statutes (2005), exempts building plans, blueprints, schematic drawings, and diagrams depicting internal layouts and structural elements of a public building from the disclosure requirements of the Florida Public Records Law.

Operator agrees not to divulge, furnish, or make available to any third person, firm, or organization, without the Authority's prior written consent, any of the documents or materials listed above, and shall require all of its employees, agents, and subcontractors to comply with the provisions of this section.

- 13.3 Airport Security Systems - Section 281.301, Florida Statutes, exempts information relating to the security systems for any property owned by or leased to the Authority and information relating to the security systems for any privately-owned or leased property which is in Authority's possession, including all records, information, photographs, audio and visual presentations, schematic diagrams, surveys, recommendations, or consultations or portions thereof relating directly to or revealing such systems or information, and all meetings relating directly to or that would

reveal such systems or information, are confidential and exempt from disclosure.

Operator agrees not to divulge, furnish, or make available to any third person, firm, or organization, without the Authority's prior written consent, any of the documents or materials listed above, and shall require all of its employees, agents, and subcontractors to comply with the provisions of this section.

14.0 OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, all records, documents, tracings, plans, specifications, maps, evaluations, reports and other technical data, other than working papers, prepared or developed by Operator or consultants to Operator under this Agreement, shall be delivered to and become the property of Authority. Operator may retain copies thereof for its files and internal use.

15.0 COMPLIANCE WITH TAXES, LICENSES, PERMITS, AND RULES

15.1 Operator shall comply and cause its subcontractors to comply with all municipal, state and federal laws, applicable national and local codes, the Authority's rules and regulations applicable to work conducted under this Agreement including compliance with Authority's Airport Master Security Plan, and the Operator shall obtain all necessary permits, pay all required fees and taxes and otherwise perform its services in a legal manner.

15.2 Operator shall obtain the appropriate security badges in accordance with the Airport Security Plan and procedures as applicable and necessary. All security badges are the property of the Authority. Operator is

responsible for all security badges issued to its employees or any subcontractor's employees. Operator must agree to pay the Authority \$25 per badge for any badge not returned within thirty (30) days of the date an employee leaves Operator's employment or ceases work at the Airport or the date this Agreement is terminated or expires.

15.3 As between the Operator and the Authority, the Authority agrees to pay, in addition to the prices herein quoted, the amount of any tax based upon the transfer, use, ownership, or possession of the equipment to which this Agreement relates, imposed by any law enacted after the date of the Agreement or imposed upon the Authority by an existing law. By so agreeing, the Authority does not in any way admit the validity of any such tax.

15.4 Operator's personnel shall immediately report all accidents or unusual incidents occurring on the Airport premises to the Authority Communications Center and Operations Department. Unusual or catastrophic events involving personnel or equipment covered by the Agreement shall be documented by a written report to the Authority detailing the circumstances surrounding the event and the actions taken or to be taken by the Operator. The written report shall be provided no more than five (5) days after the event.

15.5 The Operator shall use all reasonable care consistent with its rights to manage and control its operation, and shall not employ any persons, use any labor, use or have any equipment, supplies or materials or permit any condition to exist which may cause, or be conducive to, any complaint,

trouble, dispute or controversy which interferes or is likely to interfere with the operation of the Airport or with other Airport employees or Contractors. The Authority may reject any of Operator's employees if the employee is deemed to be unsuitable to work at Southwest Florida International Airport, and the Operator shall immediately replace said employee.

15.6 If any type of strike, boycott, picketing or work stoppage is directed against the Operator at the Airport, which results in the discontinuance of services performed hereunder, the Authority shall have the right during said period to, by itself or by any third person or persons, perform said services and invoice the Operator for any costs in excess of the agreed prices. Operator will not be paid for any services not performed. The Authority will prorate payments for work completed by Operator but not invoiced by the Operator up until the time of any work stoppage.

15.7 The prevailing minimum wage rates under the Agreement must be posted above each time clock in both the English and Spanish languages.

15.8 All bulletins and general information for the benefit of the employees must be posted in both the English and Spanish languages.

16.0 INDEMNIFICATION - The Operator agrees to be liable for, and shall indemnify, defend and hold Lee County and the Authority and their respective commissioners, officers, employees and agents, harmless from any and all claims, suits, judgments or damages, losses and expenses, including court costs, expert witness and professional consultation services, and attorneys' fees arising out of the Operator's errors, omissions, and/or negligence in providing services under this Agreement, claims arising from, including acts of the

Authority, except where such claims are attributable to the sole negligence of the Authority.

17.0 PERFORMANCE GUARANTY - A performance bond, letter of credit, or a cashier's check, made payable to the Lee County Port Authority Board of Port Commissioners, shall be provided in the amount of two hundred-fifty thousand dollars (\$250,000.00), within fifteen (15) calendar days from the date of written notice of award. The performance guaranty assures that the Operator will promptly complete the work in accordance with the terms of this Agreement. An acceptable form of a Performance Bond is attached as Exhibit "A."

18.0 PAYMENT GUARANTY - A separate payment bond, letter of credit, or a cashier's check, payable to the Lee County Port Authority Board of Port Commissioners, shall be provided in the amount of twenty-five thousand dollars (\$25,000.00), within fifteen (15) calendar days from the date of written notice of award. The payment guaranty assures that the Operator will promptly pay in full all bills and accounts for materials and labor used in the completion of the work. An acceptable form of a Payment Bond is attached as Exhibit "B."

19.0 APPLICABLE LAW - This Agreement shall be governed by the laws, rules and regulations of the State of Florida, or the laws, rules, and regulation of the United States when providing services funded by the United States government.

20.0 F.A.A. NONDISCRIMINATION CLAUSE - The Operator, for itself, its successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree that in the furnishing of services to the Authority hereunder, no person on the grounds of race, color, national origin, disability, age or sex shall be excluded from participation in, denied the benefits of or be otherwise

subjected to discrimination in the furnishing of services under this Agreement in the award and performance of any DOT-assisted contract or in the administration of Authority's D.B.E. program or the requirements of 49 CFR Part 26.

21.0 F.A.A. DISADVANTAGED BUSINESS ENTERPRISE (D.B.E. CLAUSE) - The Operator as subrecipient (of Authority) or subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Operator shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Operator to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient (Authority) deems appropriate.

22.0 WAIVER OF BREACH - No waiver by Authority at any time of any of the terms, conditions or covenants of the Agreement, or noncompliance therewith, shall be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant or agreement herein contained, nor of the strict and prompt performance thereof by Operator. No delay, failure or omission of Authority to exercise any right, power, privilege or option arising from any default nor subsequent payment of charges then or thereafter accrued, shall impair any such right, power, privilege or option, or be construed to be a waiver of any such default or relinquishment thereof or acquiescence therein.

23.0 SECURING AGREEMENT

Operator warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Operator, to solicit or secure

this Agreement and that Operator has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Operator, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. Operator shall sign the Truth-In-Negotiation Certificate attached hereto and made a part hereof as Exhibit C. The original Agreement price and any additions thereto shall be adjusted to exclude any sums by which Authority determines the Agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

24.0 CONFLICT OF INTEREST

Operator represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Work required hereunder. Operator further agrees that no persons having any such interest shall be employed to perform those services.

25.0 WAIVER OF CLAIMS - Operator hereby waives any claim against the Lee County Port Authority, or Lee County, Florida, and their respective officers, agents or employees for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of the Request for Bids, the Bid evaluation or award or this Agreement or any part thereof, or by any judgment or award in any suit or proceeding declaring the Bid process or this Agreement null, void, or voidable, or delaying the same, or any part hereof, from being carried out.

26.0 TIME OF THE ESSENCE - Time is expressed to be of the essence of this Agreement.

27.0 CONTRACT MADE IN FLORIDA - This Agreement has been made in and shall be construed in accordance with the laws of the State of Florida. All duties, obligations and liabilities of Authority and Operator are expressly set forth herein and this Agreement can only be amended in writing signed by both parties. It is agreed that the venue of any action brought under this Agreement shall be in Lee County, Florida.

28.0 DEFAULT AND TERMINATION - Except as otherwise provided herein, in the event that:

- (a) The Operator fails to keep, perform and observe each and every covenant and agreement set forth in this Agreement and such failure shall continue for a period of more than five (5) days after delivery to the Operator of a written notice of such breach or default; or
- (b) The Operator's occupational or business license shall terminate or Operator shall fail to furnish the Authority with any performance guaranty or evidence of insurance as required by the Request For Bids or this Agreement for any reason; or
- (c) The Operator shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the federal bankruptcy laws, or under any other law or statute of the United States or any State thereof or shall consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or

- (d) The Operator shall have a petition under any part of the federal bankruptcy laws, or an action under any present or future insolvency laws or statute, filed against it, which petition is not dismissed within fifteen (15) days after the filing thereof; then, the Lee County Port Authority, in its discretion, shall have the right to terminate this Agreement for default, which termination shall be effective twenty-four (24) hours after written notice of such termination is given to the Operator. In the event that the Authority terminates this Agreement for default, the Operator shall receive compensation earned to the date of termination (but the Authority shall have the right to offset its damages and any amounts owed by the Operator to the Authority against any amount owed to Operator). Operator shall not be compensated for any profits earned or claimed after the receipt of the Authority's Notice of Termination by default. The Authority's election to terminate this Agreement for Operator's default shall in no way be construed to limit the Authority's right to pursue and exercise any other remedy available to it pursuant to the terms of the Agreement or otherwise provided by law or equity.
- (e) Notwithstanding anything else herein contained, the Lee County Port Authority may terminate this Agreement in whole or in part at any time for its convenience by giving the Operator sixty (60) days written notice. In that event, the Operator shall proceed to complete any part of the Work, as directed by the Authority and shall settle all its claims and obligations under the Agreement, as directed by the Authority.

(f) The Operator may request that this Agreement be terminated by submitting a written notice to the Authority dated not less than one hundred and twenty (120) calendar days prior to the requested termination date and stating the reason(s) for such a request. However, the Authority reserves the right to accept, or reject, the termination request submitted by the Operator, and no such termination request submitted by the Operator shall become effective until Operator is notified, in writing, by the Authority of its acceptance.

29.0 AIR OPERATIONS AREA (AOA) SECURITY MAINTENANCE - Employees of

the Operator or subcontractors who must work full or part time within the Secured Area/Air Operations Area (AOA) at the Southwest Florida International Airport must qualify for and obtain the appropriate Airport-issued identification badges which must be worn at all times while within the aforementioned areas. Badges shall be worn on outer, uppermost garments so as to be clearly visible in order to distinguish, on site, employees assigned to a particular Operator. Badges shall be issued individually. Drivers of delivery or hauling vehicles will not require badges but must be under the continuous escort of a properly badged employee while within the Secured Area/AOA. The Operator and/or subcontractor(s), as applicable, shall be required to execute a Letter of Agreement with the Airports' Police Department for the purpose of the following:

- (a) They will be responsible for any other persons in their employment including subcontractor and their employees, and material suppliers.
- (b) Employees issued the temporary I.D. badge will be restricted to the immediate area of the work. The Airports' Police Department will issue

an eight-hour (8) temporary I.D. to contractor's employees should they leave their issued I.D. (unescorted access) at home. Employees that lost or forgot their issued I.D. may not be escorted within the Secured Area/SIDA/AOA.

- (c) Any employee of the Operator or subcontractor found outside their area of work shall be removed from that area. The Operator or subcontractor may not be permitted to utilize this individual for any further work on Airport(s) property, as determined appropriate by the Authority.
- (d) Any badged employee of the Operator found outside their area of work by an FAA or TSA Security Inspector, and causing a fine to be assessed against the Airport, shall be responsible for the payment of the fine. Operator shall be jointly liable for the payment of any fine assessed and the Service Agreement may be subject to termination.
- (e) Operator and subcontractors are responsible for control of I.D. badges issued to their employees. Employees who quit or are terminated must return their cards to their respective supervisor. The respective Operator and/or subcontractors must return the I.D. badges to the Airports' Police Department within twenty-four (24) hours of receipt. It shall be the contractor's responsibility to notify the Authority Police Department immediately at the moment of awareness of any employee who has terminated their employment. The Authority Police Department may be reached by calling (239) 590-4810. The Operator is also responsible for submitting a letter, on company letterhead, regarding the status of the

employee. This letter is to be directed to the Authority Police Department and is to be submitted within twenty-four (24) hours of the termination.

- (f) The Operator and subcontractors will be required to obtain additional access privileges and media to work in the Federal Inspection Station (FIS), including the International Arrivals Building (IAB) and the In-Transit Lounge (ITL). This access and the conditions and requirements thereof are administered directly by U.S. Customs and Border Patrol (C&BP) at the Southwest Florida International Airport.

30.0 PARKING - The Authority will provide free parking at a place or place(s) designated by the Authority for all on-site Operator personnel directly engaged in the performance of the Agreement.

31.0 NOTICE REGARDING PUBLIC ENTITY CRIMES - Section 287.133(3)(a), Florida Statutes, (1995), requires the Authority to notify Bidder/Lessee/Tenant of the provisions of Section 287.133(2)(a), Florida Statutes.

Section 287.133(2)(a), Florida Statutes, prohibits a person or affiliate who has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime from:

- (a) Contracting to provide goods or services to a public entity.
- (b) Submitting a bid on a contract for construction or repair of a public building or public work.
- (c) Submitting bids on leases of real property to a public entity.
- (d) Being awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of \$10,000.00.

The prohibitions listed above apply for a period of thirty-six (36) months from the date a person or an affiliate is placed on the convicted vendor list.

32.0 HEADINGS - The headings of the Articles, Sections, Exhibits, and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such Articles, Sections, Exhibits and Attachments.

33.0 ENTIRE AGREEMENT - This Agreement, including the referenced Exhibits and Attachments, constitutes the entire Agreement between the parties and shall supersede all prior agreements or understandings, written or oral, relating to the matters set forth herein.

34.0 NOTICES AND ADDRESS

34.1 NOTICES BY OPERATOR TO AUTHORITY - All notices required and/or made pursuant to this Agreement to be given to the Operator to the Authority shall be in writing and shall be given by the United States Postal Service, to the following Authority address of record:

LEE COUNTY PORT AUTHORITY
11000 Terminal Access Road, Suite 8671
Fort Myers, FL 33913
Attention: Airport Executive Director

34.2 NOTICES BY AUTHORITY TO OPERATOR - All notices required and/or made pursuant to this Agreement to be given by the Authority to the Operator shall be made in writing and shall be given by the United States Postal Service, to the following Operator's address of record:

SWISSPORT FUELING, INC.
45025 Aviation Drive, Suite 350
Dulles, VA 21066-7557
Attention: Tucker Cornwell, Vice-President

34.3 CHANGE OF ADDRESS - Either party may change its address by written notice to the other party given in accordance with the requirements of this Article.

35.0 AMENDMENTS - The terms and provisions contained in this Agreement may be amended, in writing, by the Agreement of both parties. In the event of any conflicts between the requirements, provisions and/or terms of the Agreement and any written Amendment(s), the requirements, provisions and/or terms of the latest executed Amendment(s) shall take precedence.

36.0 MODIFICATIONS - Modifications to the terms and provisions of this Agreement shall only be valid when issued in writing as a properly executed Amendment(s) to the Agreement. In the event of any conflicts between the requirements, provisions, and/or terms of this Agreement and any written Amendment(s) or the latest executed Amendment(s) shall take precedence.

37.0 ACCEPTANCE - Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the parties in the space provided.

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

ATTEST: LINDA DOGGETT
Clerk of the Circuit Court

**BOARD OF PORT COMMISSIONERS
LEE COUNTY, FLORIDA**

By: _____
Deputy Clerk

By: _____
Chair or Vice Chair

APPROVED AS TO FORM:

By: _____
Port Authority Attorney's Office

Signed, Sealed and Delivered
in the presence of:

SWISSPORT FUELING, INC.
OPERATOR

Witness

Signature

Witness

By: _____
Printed Name

SEAL

Title

EXHIBIT "A"
PERFORMANCE BOND

LEE COUNTY CONTRACT NO. _____
BOND NO. _____

PERFORMANCE BOND

I. KNOW ALL MEN BY THESE PRESENTS: That _____
, Contractor, located at _____
, telephone number [Telephone Number of Contractor], as Principal, and _____
, as Surety, located at _____
(Business Address), telephone number (_____) _____,
are held and firmly bound unto the **Lee County Port Authority**, Lee County,
Florida, 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913,
telephone number (239) 590-4800, as Obligee and contracting public entity, in
the sum of _____
(\$ _____), lawful money of the United States, for the payment
whereof we bind ourselves, our heirs, executors, personal representatives,
successors and assigns, jointly and severally, firmly by these presents.

The owner of the property being improved is Lee County, Florida, Post Office
Box 398, Fort Myers, Florida, 33902, telephone number (239) 533-2111.

II. WHEREAS, Principal has entered into a contract (hereinafter "the Contract")
dated the _____ day of _____, 20____, with Obligee for the
Maintenance, Operation, and Management of Parking Facilities and Shuttle
Services at the Southwest Florida International Airport Project in accordance with
the conditions and provisions further described in the aforementioned contract,
which is by reference made a part hereof.

WHEREAS, the property to be improved is located at:

11000 Terminal Access Road, Fort Myers, Florida, 33913.

The improvements covered by the Contract is generally described as: _____

III. THE CONDITIONS OF THIS BOND are that if Principal

1. Fully, promptly, and faithfully performs the Contract at the times and in the manner prescribed in the Contract, and
2. Pays Obligee any and all losses, damages, costs and attorney's fees that Obligee sustains because of any default by Principal under the Contract, including, but not limited to, all delay damages incurred by Obligee; and
3. Performs the guarantee of all work and materials furnished under the Contract applicable to the work and materials, then this bond is void; otherwise it remains in full force.
4. The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in any way affect its obligation under this bond, and it does hereby waive notice of any such changes, extension of time, alterations or additions to the terms of the Contract or to work or to the specifications.
5. In no event shall the Surety be liable in the aggregate to Obligee for more than the penalty of its performance bond regardless of the number of suits that may be filed by Obligee.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under several seals this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

PRINCIPAL:

BY: _____
Authorized Signature (Principal)

Printed Name

Title of Person Signing Above

STATE OF _____)
)ss
COUNTY OF _____)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared before me _____, who is personally known to me or who has produced _____ as identification, and who acknowledged that he/she executed the foregoing instrument freely and voluntarily for the uses and purposes expressed herein.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 20____.

Signature of Notary

Printed Name of Notary

(S E A L)

Notary Public State of _____

My Commission Expires _____

Commission Number: _____

BY: _____
As Attorney in Fact (Attach Power)

Printed Name

Agency Name

Agency Mailing Address

Agency Telephone Number

STATE OF _____)
)ss
COUNTY OF _____)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared before me _____, who is personally known to me or who has produced _____ as identification, and who acknowledged that he/she executed the foregoing instrument freely and voluntarily for the uses and purposes expressed herein.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 20____.

Signature of Notary

Printed Name of Notary

(S E A L)

Notary Public State of _____

My Commission Expires _____

Commission Number: _____

EXHIBIT "B"
PAYMENT BOND

LEE COUNTY CONTRACT NO. _____
BOND NO. _____

PAYMENT BOND

BY THIS BOND, We, _____
, Contractor, located at _____
, telephone number (_____) _____, (hereinafter called the
"Principal"), and _____
, (hereinafter called the "Surety"), located at _____
, telephone number (_____) _____, a surety insurer chartered and
existing under the laws of the State of _____ and
authorized to do business in the State of Florida, are held and firmly bound unto the
LEE COUNTY PORT AUTHORITY, Lee County, Florida, as principal contracting entity,
11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913, telephone
number (239) 590-4800 (hereinafter called the "Obligee") in the sum of _____
(\$ _____), for payment of which we bind ourselves, our heirs,
personal representatives, successors, and assignees, jointly and severally.

The owner of the property being improved is Lee County, Florida, P.O. Box 398,
Fort Myers, Florida, 33902, telephone number (239) 533-2111.

WHEREAS, the property to be improved is located at 11000 Terminal Access
Road, Fort Myers, Florida, 33913.

WHEREAS, the Principal and Obligee have reached a mutual agreement
(hereinafter referred to as the "Contract") as of _____, 20____, (the
Contract date) for the purpose of providing maintenance, operation, and management
of parking facilities and shuttle services at the Midfield Terminal Complex at the
Southwest Florida International Airport, said Contract being made a part of this Bond by
this reference.

A. NOW THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE
PRINCIPAL:

1. Shall promptly make payments to all claimants as defined in Section
255.05(1), Florida Statutes, supplying the Principal with labor, materials, or
supplies, used directly or indirectly by the Principal in the prosecution of the
work provided for in the Contract; and

2. Shall pay the Obligee for all losses, damages, expenses, costs, and attorney's fees, including those resulting from appellate proceedings, that the Obligee sustains because of a default by the Principal under the Contract in regard to payment for such labor, materials, or supplies furnished to the Principal; then this Bond is void; otherwise, this Bond remains in full force and effect.

B. BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or alterations which may be made in the terms of the Contract, or in the work to be done under it, or the giving by the Obligee of any extension of time for the performance of the Contract, or any other forbearance on the part of the Obligee or Principal to the other, shall not in any way release the Principal and the Surety, or either or any of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the surety of any such changes, alternations, extensions or forbearance being hereby waived.
2. Certain claimants seeking the protection of this Bond by instituting an action for payment must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and specifically the notice and time limitations contained in Section 255.05 (2), Florida Statutes, and otherwise provided by law.
3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to Section 255.05, Florida Statutes.

THIS BOND DATED _____ day of _____, 20____, (the date of issue by the Surety or by the Surety's agent and the date of such agent's power-of-attorney).

ATTEST

PRINCIPAL:

Witness

By: _____
Authorized Signature (Principal)

Witness

Printed Name

Title of Person Signing Above

OR

Witness

BY: _____
As Attorney in Fact (Attach Power)

Witness

Printed Name

STATE OF _____)

)ss.

COUNTY OF _____)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared before me _____ who is personally known to me or who has produced _____ as identification, and who acknowledged that he/she executed the foregoing instrument freely and voluntarily for the uses and purposes expressed herein.

WITNESS my hand and official seal in the County and State last aforesaid this ___ day of _____, 20__.

Notary Public, State of _____

Printed Name of Notary _____

(S E A L)

Commission Number: _____

My Commission Expires: _____

ATTEST

Printed Name: _____

Business Address: _____

Witness

Authorized Signature _____

Witness

Printed Name _____

OR

Witness

As Attorney in Fact (Attach Power)

Witness

Printed Name

Agency Name

Agency Mailing Address

Agency Telephone Number

STATE OF _____)

)ss.

COUNTY OF _____)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared before me _____, who is personally known to me or who has produced _____ as identification, and who acknowledged that he/she executed the foregoing instrument freely and voluntarily for the uses and purposes expressed herein.

WITNESS my hand and official seal in the County and State last aforesaid this ___ day of _____, 20_____.

Signature of Notary

Printed Name of Notary

(S E A L)

Notary Public State of _____

My Commission Expires _____

Commission Number: _____

Notary Public, State of _____

EXHIBIT "C"

RENTAL CAR FUELING SYSTEM ILLUSTRATIONS

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Request Board approve a First Amendment and Extension to Service Provider Agreement for Elevator and Escalator Maintenance and Repair at Southwest Florida International Airport, with KONE, Inc., extending the initial term of Contract No. 7511 for a combined additional four (4) years as provided for in the original Agreement.
2. **FUNDING SOURCE:** General Operating Revenues collected during the normal operation of RSW, Account WJ5422941200.503490, Other Contracted Services, contingent upon approval of associated annual operating budgets.
3. **TERM:** October 1, 2019 to September 30, 2023
4. **WHAT ACTION ACCOMPLISHES:** Extends Lee County Contract No. 7511 with KONE, Inc., for Elevator and Escalator Maintenance and Repair at the Airport for two (2) additional two-year extension periods for a combined additional four (4) years, as provided for in the original Agreement.

5. **CATEGORY:** 6.
Consent Agenda

6. **ASMC MEETING DATE:** 6/11/2019

7. **BoPC MEETING DATE:** 6/27/2019

8. **AGENDA:**
- CEREMONIAL/PUBLIC PRESENTATION
- CONSENT
- ADMINISTRATIVE

9. **REQUESTOR OF INFORMATION:**

(ALL REQUESTS)

NAME Gary Duncan

DIV. Aviation

10. **BACKGROUND:**

On September 8, 2016, the Board awarded RFB 16-13, Elevator and Escalator Maintenance and Repair at Southwest Florida International Airport, to KONE, Inc., to furnish and perform maintenance, repair, and related services for the airport's vertical transportation systems made up of fourteen (14) elevators and twelve (12) escalators within the terminal building and six (6) elevators within the parking garage. Throughout the term of the agreement, KONE, Inc. has performed elevator and escalator repair and maintenance services in a consistent and satisfactory manner.

The First Amendment and Execution to the Service Provider Agreement for Elevator and Escalator Maintenance and Repair at Southwest Florida International Airport authorizes an extension of the initial term of this Agreement by exercising both of the two (2) year extension option periods, as provided for in the original Agreement. The First Amendment provides for continued comprehensive elevator and escalator maintenance, repair, emergency callout, inspection, code compliance, project and related services.

11. **RECOMMENDED APPROVAL**

DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR
<i>Gary E. Duncan</i>	<i>Victoria B. Moreland</i>	<i>N/A</i>	<i>Brian W. McGonagle</i>	<i>Gregory B. Hagen</i>	<i>Jeffrey A. Mulder</i>

12. **SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:**

APPROVED
APPROVED as AMENDED
DENIED
OTHER

13. **PORT AUTHORITY ACTION:**

APPROVED
APPROVED as AMENDED
DENIED
DEFERRED to
OTHER

Background (continued)

Staff has successfully negotiated the contract amendment and extension with KONE, Inc., to include a revised compensation schedule as provided in the contract extension agreement. Service fees increased 6.87% while the remaining terms and conditions of the contract are unchanged. Staff recommends approval to provide continued elevator and escalator maintenance, repair, project and related services at Southwest Florida International Airport.

Attachment:

(1) First Amendment and Extension to Lee County Port Authority Service Provider Agreement Southwest Florida International Airport RFB 16-13.

Vendor No. 106206

Contract No. 7511

**FIRST AMENDMENT AND EXTENSION TO
LEE COUNTY PORT AUTHORITY
SERVICE PROVIDER AGREEMENT
SOUTHWEST FLORIDA INTERNATIONAL AIRPORT
RFB 16-13**

THIS FIRST AMENDMENT AND EXTENSION AGREEMENT is entered into this _____ day of _____, 2019, between the **LEE COUNTY PORT AUTHORITY**, a political subdivision and special district of the State of Florida (“Authority”), located at 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913, and **KONE, INC.**, a Delaware corporation (“Provider”), authorized to do business in the State of Florida and located at 1440 Rail Head Boulevard, Suite #4, Naples, Florida, 34110, Federal Identification Number 36-2357423, amending and extending the term of the Service Provider Agreement for Escalator and Elevator Maintenance and Repair Services for the Southwest Florida International Airport dated September 8, 2016 (the “Agreement”).

WITNESSETH

WHEREAS, the Parties entered into a Service Provider Agreement for Escalator and Elevator Maintenance and Repair Services for the Southwest Florida International Airport (“Airport”), Lee County Contract 7511, on September 8, 2016; and,

WHEREAS, the Parties desire to extend the initial term of the Agreement, which expires on September 30, 2019, by exercising both of the two (2) year extension options provided in the Agreement upon execution of this Amendment Agreement; and,

WHEREAS, Provider has reviewed the Scope of Services required under this First Amendment and Extension Agreement and states that it is qualified, willing and able to furnish and perform all such services according to the provisions, covenants and terms of the Agreement; and

WHEREAS, the parties further desire to amend and replace Attachment "C", Compensation Schedule, to establish revised compensation rates for the entire four (4) year extension term of the Agreement and to further amend the Agreement as provided below.

NOW, THEREFORE, in consideration of the foregoing and the terms and provisions as contained herein, and the mutual consideration described below, the parties agree to amend the correspondingly numbered section of the Agreement as follows:

1. Section 4.0 - Term, of Agreement is amended to read:

Subject to earlier termination as provided in the Agreement, the parties agree that the Authority may exercise both options to extend the initial term of the Agreement, for a total extended term of an additional four (4) years, subject to the same terms and conditions as those applicable to the initial term, except as specifically amended in this First Amendment and Extension Agreement. The term of the Agreement is extended from October 1, 2019, until September 30, 2023.

The remaining terms of Section 4.0 shall remain in full force.

2. Section 8.0 Compensation and Method of Payment is amended to read:

Commencing October 1, 2019, the Compensation Schedule set out in

Attachment "C-1", which is attached and incorporated by reference, will supersede the Pricing Schedule set out in Attachment "C" and will apply to Provider's services during the entire extended term of the Agreement.

The remaining terms of Section 8.0 shall remain in full-force.

3. The Agreement is further amended to add the following Sections:

24.0 NONDISCRIMINATION CLAUSE

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, the Restoration Action of 1987, the Florida Civil Rights Act of 1992, and as said Regulations may be amended, the Contractor/Consultant must assure that "no person in the United States shall on the basis of race, color, national origin, sex, creed or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," and in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment.

The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

25.0 GENERAL CIVIL RIGHTS CLAUSE

The Provider agrees to comply with pertinent statute, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Provider and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

26.0 E-VERIFY CLAUSE

Provider agrees that it will enroll and participate in the U.S. Department of Homeland Security's E-Verify Program for Employment Verification in accordance with the terms governing use of the Program. The Provider further agrees to provide the Authority with proof of such enrollment within thirty (30) days of the date of the Agreement. Once enrolled, Provider agrees to use the E-Verify Program to confirm the employment eligibility of:

26.1. All persons employed by Provider during the term of this Agreement

26.2. All persons, including contractors and subcontractors, assigned by the Provider to perform work or provide services under the Agreement.

Provider further agrees that it will require each contractor or subcontractor performing work or providing services under the Agreement to enroll in and use the U.S. Department of Homeland Security's E-Verify Program for Employment Verification to verify the employment eligibility of all persons employed by the contractor or subcontractor during the term of the Agreement.

Provider agrees to maintain records of its participation and compliance with the provisions of the E-Verify Program, including participation by its contractors and subcontractors as provided above, and to make such records available to the Authority or other authorized state or federal agency consistent with the terms of the Agreement.

Compliance with the terms of this Section is made an express condition of this Agreement, and the Authority may treat failure to comply as a material breach of the Agreement and grounds for immediate termination.

27.0 WAIVER OF BREACH

Waiver by either party of a breach of any provision of the Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

28.0 TERMINATION OR SUSPENSION

28.1 Provider shall be considered in material default of the Agreement and such default will be considered cause for Authority to terminate the Agreement, in whole or in part, as further set forth in this section, for any of the following reasons: (a) failure to begin work under the Agreement

within the times specified, or (b) failure to properly and timely perform the services as directed by Authority as provided for in the Agreement, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Provider, or (d) failure to obey laws, ordinances, regulations or other codes of conduct, or (e) failure to perform or abide by the terms or spirit of the Agreement, or (f) for any other just cause. Authority may so terminate this Agreement, in whole or in part, by giving Provider seven (7) calendar days written notice.

28.2 If, after notice of termination of the Agreement, it is determined for any reason that Provider was not in default, or that its default was excusable, or that Authority was not entitled to the remedies against Provider provided herein, then Provider's remedies against Authority shall be the same as and limited to those afforded Provider under paragraph 8.0 of the Agreement.

28.3 Authority shall have the right to terminate the Agreement, in whole or in part, without cause upon thirty (30) calendar days written notice to Provider. In the event of such termination for convenience, Provider's recovery against Authority shall be limited to that portion of the fee earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by Provider that are directly attributable to the termination, but Provider shall not be entitled to any other or further recovery against Authority, including, but not limited to, anticipated fees or profits on work not required to be performed.

Provider may request that the Agreement be terminated by submitting a written request to Authority not less than one hundred twenty (120) days prior to the requested termination date and shall state the reason for the request. Authority reserves the right to accept or reject the termination request, and the termination request will not be effective until Provider receives Authority's written approval of the request.

28.4 Upon termination, Provider shall deliver to Authority all original papers, records, documents, drawings, models, and other material set forth and described in this Agreement.

28.5 Authority shall have the power to suspend all or any portions of the services to be provided by Provider hereunder upon giving Provider two (2) calendar days prior written notice of such suspension. If all or any portion of the services to be rendered hereunder are so suspended, Provider's sole and exclusive remedy shall be an extension of time to its schedule.

29.0 TERMINATION UNDER SECTION 287.135, F.S.

Notwithstanding any provision of the Agreement to the contrary, Authority will have the option to immediately terminate the Agreement, in the exercise of its sole discretion, if Provider is found to have submitted a false certification under Section 287.135(5), F.S., or has been placed on the Scrutinized Companies with Activities in Sudan List; Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; is

engaged in business operations in Cuba or Syria; or is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

4. The remaining provisions of the Agreement are in full force and effect as if set forth in this First Amendment and Extension Agreement in full.

IN WITNESS WHEREOF, Authority and Provider have executed these presents this _____ day of _____, 2019.

ATTEST: LINDA DOGGETT
Clerk of Circuit Court

BOARD OF PORT COMMISSIONERS
LEE COUNTY, FLORIDA

By: _____
Deputy Clerk


By: _____
Chair or Vice Chair

APPROVED AS TO FORM:

By: _____
Port Authority Attorney's Office

Signed, Sealed, and Delivered
in the presence of:


KONE, INC., PROVIDER




Witness



Signature



Witness



Printed Name

SEAL



Title



ATTACHMENT C-1

COMPENSATION SCHEDULE

Terminal Passenger & Service Elevators 1-14 (KONE' KCM831 Hydraulic Elevators)

A. Preventative Maintenance (PM) Service and Inspections Performed During Regular Operating Hours:

<u>UNIT ID</u>	<u>MONTHLY UNIT COST</u>		<u>TOTAL ANNUAL COST</u>
Elevator #1	\$ 263.97	x 12 Months	\$ 3,167.64
Elevator #2	\$ 263.97	x 12 Months	\$ 3,167.64
Elevator #3	\$ 263.97	x 12 Months	\$ 3,167.64
Elevator #4	\$ 263.97	x 12 Months	\$ 3,167.64
Elevator #5	\$ 263.97	x 12 Months	\$ 3,167.64
Elevator #6	\$ 263.97	x 12 Months	\$ 3,167.64
Elevator #7	\$ 263.97	x 12 Months	\$ 3,167.64
Elevator #8	\$ 263.97	x 12 Months	\$ 3,167.64
Elevator #9	\$ 263.97	x 12 Months	\$ 3,167.64
Elevator #10	\$ 263.97	x 12 Months	\$ 3,167.64
Elevator #11	\$ 263.97	x 12 Months	\$ 3,167.64
Elevator #12	\$ 263.97	x 12 Months	\$ 3,167.64
Elevator #13	\$ 263.97	x 12 Months	\$ 3,167.64
Elevator #14	\$ 263.97	x 12 Months	\$ 3,167.64

Total "A" Annual Cost: \$ 44,346.96
Total "A" Monthly Cost (for all units): \$ 3,695.58

Terminal Passenger Escalators 1-12 (KONE' ECO3000 Escalators)

B. Preventative Maintenance (PM) Service and Inspections performed during Regular operating hours:

<u>UNIT ID</u>	<u>MONTHLY UNIT COST</u>		<u>TOTAL ANNUAL COST</u>
Escalator #1	\$ 623.05	x 12 Months	\$ 7,476.60
Escalator #2	\$ 623.05	x 12 Months	\$ 7,476.60
Escalator #3	\$ 623.05	x 12 Months	\$ 7,476.60
Escalator #4	\$ 623.05	x 12 Months	\$ 7,476.60
Escalator #5	\$ 623.05	x 12 Months	\$ 7,476.60
Escalator #6	\$ 623.05	x 12 Months	\$ 7,476.60

ATTACHMENT C-1

COMPENSATION SCHEDULE (continued)

Escalator #7	\$ 623.05	x 12 Months	\$ 7,476.60
Escalator #8	\$ 623.05	x 12 Months	\$ 7,476.60
Escalator #9	\$ 623.05	x 12 Months	\$ 7,476.60
Escalator #10	\$ 623.05	x 12 Months	\$ 7,476.60
Escalator #11	\$ 623.05	x 12 Months	\$ 7,476.60
Escalator #12	\$ 623.05	x 12 Months	\$ 7,476.60
Total "B" Annual Cost:			\$ 89,719.20
Total "B" Monthly Cost (for all units):			\$ 7,476.60

Parking Garage Elevators 1-3 & 6-8 (ThyssenKrupp TAC 20 Hydraulic Elevators)

C. Preventative Maintenance (PM) Service and Inspections performed during Regular operating hours:

<u>UNIT ID</u>	<u>MONTHLY UNIT COST</u>		<u>TOTAL ANNUAL COST</u>
Elevator #G1	\$ 263.97	x 12 Months	\$ 3,167.64
Elevator #G2	\$ 263.97	x 12 Months	\$ 3,167.64
Elevator #G3	\$ 263.97	x 12 Months	\$ 3,167.64
Elevator #G4	N/A		N/A
Elevator #G5	N/A		N/A
Elevator #G6	\$ 263.97	x 12 Months	\$ 3,167.64
Elevator #G7	\$ 263.97	x 12 Months	\$ 3,167.64
Elevator #G8	\$ 263.97	x 12 Months	\$ 3,167.64
Total "C" Annual Cost:			\$ 19,005.84
Total "C" Monthly Cost (for all units):			\$ 1,583.82

Terminal Passenger & Service Elevators 1-14 (KONE' KCM831 Hydraulic Elevators)

D. Preventative Maintenance (PM) Service and Inspections Performed Between Midnight and 4:30 a.m.:

<u>UNIT ID</u>	<u>MONTHLY UNIT COST</u>		<u>TOTAL ANNUAL COST</u>
Elevator #1	\$ 321.68	x 12 Months	\$ 3,860.16
Elevator #2	\$ 321.68	x 12 Months	\$ 3,860.16

ATTACHMENT C-1

COMPENSATION SCHEDULE (continued)

Elevator #3	\$ 321.68	x 12 Months	\$ 3,860.16
Elevator #4	\$ 321.68	x 12 Months	\$ 3,860.16
Elevator #5	\$ 321.68	x 12 Months	\$ 3,860.16
Elevator #6	\$ 321.68	x 12 Months	\$ 3,860.16
Elevator #7	\$ 321.68	x 12 Months	\$ 3,860.16
Elevator #8	\$ 321.68	x 12 Months	\$ 3,860.16
Elevator #9	\$ 321.68	x 12 Months	\$ 3,860.16
Elevator #10	\$ 321.68	x 12 Months	\$ 3,860.16
Elevator #11	\$ 321.68	x 12 Months	\$ 3,860.16
Elevator #12	\$ 321.68	x 12 Months	\$ 3,860.16
Elevator #13	\$ 321.68	x 12 Months	\$ 3,860.16
Elevator #14	\$ 321.68	x 12 Months	\$ 3,860.16

Total "D" Annual Cost: \$ 54,042.24
 Total "D" Monthly Cost (for all units): \$ 4,503.52

Terminal Passenger Escalators 1-12 (KONE' ECO3000 Escalators)

E. Preventative Maintenance (PM) Service and Inspections Performed Between Midnight and 4:30 a.m.:

<u>UNIT ID</u>	<u>MONTHLY UNIT COST</u>		<u>TOTAL ANNUAL COST</u>
Escalator #1	\$ 756.63	x 12 Months	\$ 9,079.56
Escalator #2	\$ 756.63	x 12 Months	\$ 9,079.56
Escalator #3	\$ 756.63	x 12 Months	\$ 9,079.56
Escalator #4	\$ 756.63	x 12 Months	\$ 9,079.56
Escalator #5	\$ 756.63	x 12 Months	\$ 9,079.56
Escalator #6	\$ 756.63	x 12 Months	\$ 9,079.56
Escalator #7	\$ 756.63	x 12 Months	\$ 9,079.56
Escalator #8	\$ 756.63	x 12 Months	\$ 9,079.56
Escalator #9	\$ 756.63	x 12 Months	\$ 9,079.56
Escalator #10	\$ 756.63	x 12 Months	\$ 9,079.56
Escalator #11	\$ 756.63	x 12 Months	\$ 9,079.56
Escalator #12	\$ 756.63	x 12 Months	\$ 9,079.56

Total "E" Annual Cost: \$108,954.72
 Total "E" Monthly Cost (for all units): \$ 9,079.56

ATTACHMENT C-1

COMPENSATION SCHEDULE (continued)

Parking Garage Elevators 1-3 & 6-8 (ThyssenKrupp TAC 20 Hydraulic Elevators)

F. Preventative Maintenance (PM) Service and Inspections Performed Between Midnight and 4:30 a.m.:

<u>UNIT ID</u>	<u>MONTHLY UNIT COST</u>		<u>TOTAL ANNUAL COST</u>
Elevator #G1	\$ 321.68	x 12 Months	\$ 3,860.16
Elevator #G2	\$ 321.68	x 12 Months	\$ 3,860.16
Elevator #G3	\$ 321.68	x 12 Months	\$ 3,860.16
Elevator #G4	N/A	x 12 Months	N/A
Elevator #G5	N/A	x 12 Months	N/A
Elevator #G6	\$ 321.68	x 12 Months	\$ 3,860.16
Elevator #G7	\$ 321.68	x 12 Months	\$ 3,860.16
Elevator #G8	\$ 321.68	x 12 Months	<u>\$ 3,860.16</u>

Total "F" Annual Cost: \$23,160.96

Total "F" Monthly Cost (for all units): \$ 1,930.08

Terminal Passenger Escalators 1-12 (KONE' ECO3000 Escalators)

G. Annual Step and Escalator Cleandown Services (as Authorized):

<u>UNIT ID</u>	<u>TOTAL ANNUAL COST</u>
Escalator #1	\$ 7,988.47
Escalator #2	\$ 7,988.47
Escalator #3	\$ 7,988.47
Escalator #4	\$ 7,988.47
Escalator #5	\$ 7,988.47
Escalator #6	\$ 7,988.47
Escalator #7	\$ 7,988.47
Escalator #8	\$ 7,988.47
Escalator #9	\$ 7,988.47
Escalator #10	\$ 7,988.47
Escalator #11	\$ 7,988.47
Escalator #12	<u>\$ 7,988.47</u>

Total "G" Combined Annual Cost: \$95,861.64

ATTACHMENT C-1

COMPENSATION SCHEDULE (continued)

Extra Work and Parts Costs

H. Extra Work Fixed Labor Rates:

	<u>Regular</u>	<u>Premium</u>	<u>Premium Holiday</u>
1. Certified Elevator Technician (CET)	\$252.21/Hour	\$333.43/Hour	\$369.58/Hour
2. Mechanic/Helper	\$183.82/Hour	\$266.75/Hour	\$295.65/Hour
3. Team (1 CET & 1 Helper)	\$413.58/Hour	\$600.18/Hour	\$670.57/Hour

Note: For authorized Callback services performed outside of Regular Operating Hours or on Contractor-observed Holidays, the Contractor may invoice the difference between the Premium OT or Premium Holiday Hourly Labor Rate and the Regular Hourly Labor Rate, as applicable.

I. Contractor's Observed Holidays

For purposes of this Service Provider Agreement, the Contractor's authorized observed Holidays are New Years Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and the Friday after, and Christmas Day.

- J. Percentage Markup or Discount from Contract Retail List Price for Contractor Direct-Furnished OEM Replacement Parts/Materials: 50% Discount
- K. Percentage Markup or Discount from Contract Cost for Non-Manufacturer Replacement Parts/Materials: 30% Markup
- L. Percentage Markup or Discount from Contract Cost for Non-Standard Equipment Rental (as approved): 15% Markup

*** End of Section ***

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Request Board approve, after-the-fact, total project costs exceeding Board approved On-Call General Repair and Maintenance and Project Services, limited to \$300,000.00, for the Concourse-D restrooms renovation project in the amount of \$170,559.25.
2. **FUNDING SOURCE:** General Operating Revenues collected during the normal operation of the SWFIA, Account WJ5422941200.503490, Other Contracted Services, contingent upon approval of associated annual operating budgets.
3. **TERM:** June 1, 2018 to May 31, 2021
4. **WHAT ACTION ACCOMPLISHES:** Authorization to exceed the Board-approved project task authorization limit of \$300,000.00 for the Concourse-D restrooms renovation total project costs.

5. **CATEGORY:** 7
Consent Agenda

6. **ASMC MEETING DATE:** 6/11/2019

7. **BoPC MEETING DATE:** 6/27/2019

8. AGENDA:

- CEREMONIAL/PUBLIC PRESENTATION
 CONSENT
 ADMINISTRATIVE

9. REQUESTOR OF INFORMATION:

(ALL REQUESTS)
 NAME Gary Duncan
 DIV. Aviation

10. BACKGROUND:

The Scope of Services in Exhibit-A under the On-Call General Repair and Maintenance and Project Services Agreement, Contract #7111, with Chris-Tel Company of Southwest Florida, states that..."no individual On-Call task or project may exceed the amounts provided for in F. S. 255.20, currently limited to tasks or projects which are estimated (in accordance with generally accepted accounting principles) to cost more than \$300,000."

In July, 2017 a task authorization was approved for Chris-Tel to subcontract design services to renovate three restrooms located on Concourse-D. The design fee for this service totaled \$21,166.25.

In August, 2018 after the design was completed, it was discovered the available electrical load capacity on the existing transformer and electrical sub-panel feeding those restrooms were insufficient to support the renovation. A task authorization was approved to upgrade that transformer and electrical sub-panel for a total of \$39,478.00.

In September, 2018 a task authorization in an amount not-to-exceed \$300,000.00 was approved for Chris-Tel to initiate Concourse-D restroom renovations. As allowed for in the contract, the Port Authority purchased directly and supplied \$109,915.00 in project materials. The project was completed in January 2019 and Chris-Tel was paid \$299,999.71.

11. RECOMMENDED APPROVAL

DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR
<i>Gary E. Duncan</i>	<i>Victoria B. Moreland</i>	<i>N/A</i>	<i>Brian W. McGonagle</i>	<i>Gregory B. Hagen</i>	<i>Jeffrey A. Mulder</i>

12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:

- APPROVED
 APPROVED as AMENDED
 DENIED
 OTHER

13. PORT AUTHORITY ACTION:

- APPROVED
 APPROVED as AMENDED
 DENIED
 DEFERRED to
 OTHER

Background (continued)

The individual On-Call task authorization error was discovered after the project was completed due to the ACM Department Director's misinterpretation and application of the language stipulated in the contract's scope of services which limits the task's total costs.

Request Board approve, after-the-fact, the combined cost for design, electrical modifications, direct material purchases, and general contractor services for the project, totaling \$470,558.96.

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Request Board approve a federal grant (Other Transaction Agreement - OTA) between the United States of America, as represented by the Transportation Security Administration (TSA), and the Lee County Port Authority for \$3,249,358.02 to partially reimburse the Port Authority for costs related to the baggage handling system for the Midfield Terminal Complex.
2. **FUNDING SOURCE:** N/A
3. **TERM:** N/A
4. **WHAT ACTION ACCOMPLISHES:** This OTA provides partial reimbursement to the Port Authority for costs related to the baggage handling system for the Midfield Terminal Complex.

5. **CATEGORY:** 8.
Consent Agenda

6. **ASMC MEETING DATE:** 6/11/2019

7. **BoPC MEETING DATE:** 6/27/2019

8. **AGENDA:**

- CEREMONIAL/PUBLIC PRESENTATION
- CONSENT
- ADMINISTRATIVE

9. **REQUESTOR OF INFORMATION:**

(ALL REQUESTS)

NAME Mark Fisher

DIV. Development

10. **BACKGROUND:**

The design of the RSW Midfield Terminal Complex (MTC) began in 1999 and was nearing completion when the terrorist attacks of September 11, 2001, occurred. The original design envisioned up to 18 individual airline-by-airline conveyor systems taking bags from each airline's curbside check-in and ticket counters to their individual airline bag make-up areas. As a result of the 9/11 attacks, the creation of the Homeland Security Department and the Transportation Security Administration (TSA), and subsequent federal security mandates that all passenger luggage be screened, the RSW Midfield Terminal bag system had to be completely redesigned. The new design was a state-of-the-art common-use automated baggage handling system utilizing the latest technology, which allowed the TSA to efficiently screen all bags. Unlike the original system, which was simply 18 independent conveyors, the new system would co-mingle all airline bags and electronically read bag tags, measure bag length and width, adjust belt speeds, as well as utilize complicated software programs to automatically guide a bag through various levels of TSA screening and ultimately to its final airline destination.

The RSW Midfield Terminal opened on September 9, 2005 and was the sixth such automated in-line baggage handling system to be designed and installed at any airport in the US since 9/11. Costs for the design and construction changes (\$21 million) were incorporated into the existing MTC contracts and absorbed within the Board-approved Total Project Budget. Port Authority staff has been diligently working with TSA and Congress for reimbursement of the costs to install

11. **RECOMMENDED APPROVAL**

DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR
<i>Mark R. Fisher</i>	<i>Victoria B. Moreland</i>	<i>N/A</i>	<i>Brian W. McGonagle</i>	<i>Gregory B. Hagen</i>	<i>Jeffrey A. Mulder</i>

12. **SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:**

- APPROVED
APPROVED as AMENDED
DENIED
OTHER

13. **PORT AUTHORITY ACTION:**

- APPROVED
APPROVED as AMENDED
DENIED
DEFERRED to
OTHER

Background (continued)

this legacy system. To date, TSA has provided a portion of the \$21 million requested reimbursement, which includes \$4 million in 2005, \$4,061,697.53 in 2018, and now \$3,249,358.02 in 2019.

LCPA staff continues to work with Congress and TSA to secure the additional reimbursement funds. When LCPA secures the additional EDS reimbursement funding, the Board is asked to authorize the Executive Director to approve any future OTA's related to this item on behalf of LCPA.

As it relates to the FY19 OTA, the Executive Director signed the required document as the TSA requested it be returned within fifteen business days after the Port Authority received the notice of award. The Port Authority requests the Board ratify this action.

Attachment:

RSW Reimbursement OTA FY19



**Transportation
Security
Administration**

OTHER TRANSACTION AGREEMENT

OTA NUMBER	REQUISITION NUMBER
70T04019T9CAP1129	2119-209-AP1129

ISSUED TO	ISSUED BY
Name: Lee County Port Authority Southwest Florida Airport (RSW) Address: Lee County Port Authority 11000 Terminal Access Road, Suite 8671, Fort Myers, FL 33913-8899 DUNS: 781566419	Melyssa Bertucci, Contracting Officer Transportation Security Administration 701 S. 12 th St Arlington, VA 20598-6025 Email: melyssa.bertucci@tsa.dhs.gov


PROGRAM TITLE
Program Office: Acquisition Program Management Program: Electronic Baggage Screening Program Period of Performance: 6 months from date of award PSC: C1BE, Architect and Engineering – Construction: Airport Terminals

FISCAL DATA
PR Number: 2119209-AP1129 Accounting Line: 5PC191B010D2019SWE045GE013723007672720OAP/ 5903001118030000/251B/TSA DIRECT/DEF. TASK Obligated Amount: \$3,249,358.02

PURPOSE
See following pages.

AUTHORIZED SIGNATURES

IN WITNESS WHEREOF, the Parties have entered into this Agreement by their duly authorized officers.

<p> _____ Signature</p> <p style="text-align: center;">5/7/19 _____ Date</p> <p>Jeff A. Mulder, A.A.E., Executive Director _____ PRINTED NAME AND TITLE</p>	<p style="text-align: right;">5/13/2019 _____ Date</p> <p>Contracting Officer's Signature</p> <p>Melyssa Bertucci, TSA Contracting Officer _____ PRINTED NAME AND TITLE</p>
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AGREEMENT

BETWEEN

**U.S. DEPARTMENT OF HOMELAND SECURITY
TRANSPORTATION SECURITY ADMINISTRATION (TSA)**

AND

Lee County Port Authority

Relating to

In-Line Baggage Screening System Partial Reimbursement OTA

**Negotiated by the TSA pursuant to Aviation and Transportation Security Act, Pub. L. 107-71,
115 Stat. 597, 49 U.S.C. 114(m)(1), 49 U.S.C. 106(l)(6), and the Homeland Security Act of 2002
(Pub.L. 107-296, 116 Stat. 2135, enacted November 25, 2002)**

**OTA NUMBER
70T04019T9CAP1129**

ARTICLE I – PARTIES

This Other Transaction Agreement (hereinafter referred to as “Agreement” or “OTA”) is entered into between the U.S. Department of Homeland Security, Transportation Security Administration (hereinafter referred to as “TSA”) and **Lee County Port Authority** (hereinafter referred to as the “Airport”) relating to the in-line baggage screening system partial reimbursement (hereinafter referred to as “Project”). The TSA and the Airport are referred to in this Agreement as the “Parties.”

ARTICLE II – LEGAL AUTHORITY

TSA and the Airport enter into this Agreement under the authority of the Aviation and Transportation Security Act, Pub. L. 107-71, 115 Stat. 597, specifically 49 U.S.C. 106(l)(6) and 114(m)(l), which authorizes agreements and other transactions on such terms and conditions as the Administrator determines necessary.

ARTICLE III – PURPOSE

The purpose of this agreement is to memorialize the disbursement of \$50 million, congressionally appropriated to TSA in fiscal year 2018, and \$40 million, congressionally appropriated to TSA in fiscal year 2019, for distribution to eligible airports that incurred costs in developing inline baggage-screening systems between November of 2001 and August of 2007, pursuant to TSA’s Seven-Step Plan as described below.

ARTICLE IV – BACKGROUND

The Aviation and Transportation Security Act of 2001 (ATSA) (P.L. 107-71) required that all checked baggage must be screened at all the nation’s airports with an Explosives Detection System (EDS) or a suitable alternative as soon as possible but not later than December 31, 2002, later extending the deadline to December 31, 2003 by the Homeland Security Act of 2002 (P.L. 107-296). During this time, a number of airports undertook construction projects to incorporate in-line baggage screening systems into U.S. airports. A number of these projects were undertaken following discussions with TSA in which there was a reasonable anticipation by the airports that the airports would be reimbursed for the costs of these projects.

On or about August 3, 2007, pursuant to the *Implementing Recommendations for the 9/11 Commission Act of 2007* (Public Law 110-53) (the “9/11 Commission Act”), codified at 49 U.S.C. § 44923, the TSA was required to create a prioritization schedule for airport security projects defined under 49 U.S.C. §44923. On or about, December 18, 2015, under the Joint Explanatory Statement, House Report 114-215, and Senate Report 114-68, which accompanied the *Fiscal Year (FY) 2016 Department of Homeland Security (DHS) Appropriations Act*, Public Law 114-113, Congress directed TSA to develop a process or plan to validate reimbursement requests from airports that incurred potential eligible costs for in-line baggage screening systems built without a funding agreement with the government. In accordance with that requirement, TSA developed a seven-step plan¹ (“TSA’s Seven-Step Plan”) to solicit, review and validate airport requests for reimbursement for in-line baggage

¹ TSA’s seven-step plan is set forth in the *Reimbursement Review and Validation Plan for In-line Baggage Screening Systems, Fiscal Year 2016 Report to Congress* (June 16, 2016).

screening projects initiated after November 19, 2001 and prior to August 3, 2007 (enactment of the 9/11 Commission Act).

On or about November 30, 2017, TSA completed all seven steps of the TSA's Seven-Step Plan and developed a final list of 16 projects at 14 airports determined to be eligible for reimbursement, with a total verified and confirmed cost for all projects eligible for reimbursement in the amount of \$217,879,013.75. On March 23, 2018, pursuant to the Explanatory Statement accompanying the *FY 2018 Consolidated Appropriations Act*, Public Law 115-141, Congress made \$50 million in appropriations available to TSA "to begin to reimburse" airports that incurred costs associated with the development of a partial or completed in-line baggage system prior to August 3, 2007. TSA considered several options for allocation of the \$50 million and ultimately determined that a *pro rata* distribution is an objective, reasonable, transparent and equitable distribution of the appropriations made available for purpose of reimbursing airports for eligible projects. In fiscal year 2019, Congress made an additional \$40 million in appropriations available to TSA for this purpose.

In consideration of the promises contained herein and for good and valuable consideration, the Parties hereby agree to the terms of this OTA.

ARTICLE V – DISTRIBUTION VALUE

Upon execution of this Agreement, TSA agrees to pay Airport, solely in the manner described in this Agreement and subject to its terms, an amount equal to **Three Million, Two Hundred and Forty-Nine Thousand, Three Hundred Fifty-Eight Dollars and Two Cents (\$3,249,358.02)** (the "Distribution Value") as reimbursement to the Airport that incurred eligible costs associated with the development of a partial or completed in-line baggage system initiated after November 19, 2001 and prior to August 3, 2007, and in consideration of a release of claims pursuant to Article X below.

ARTICLE VI – FUNDING AND LIMITATIONS

A. Eligible Reimbursement Amount

The Parties agree that TSA shall satisfy its payment obligation under Article V solely by providing reimbursement to Airport, up to the amount of the Distribution Value, in connection with the partial reimbursement of the incurred costs of the Project. TSA acknowledges that it has requested and received from Airport certain invoices, payment documentation, and supporting documentation relating to the Project. This included invoices from contractors, proof of payment receipts, copies of contracts, change orders, design documentation, among other items. TSA represents that, upon review of those materials, it has concluded that the Airport has incurred allocable and allowable costs in the amount of **\$17,699,173.04** ("Eligible Reimbursement Amount") with respect to activities or expenses that are eligible for reimbursement under the Project. TSA agrees that no further documentation is required in order to substantiate Airport's claim to reimbursement for the Eligible Reimbursement Amount.

OTA 70T04018T9CAP1158 awarded to the Airport on September 7, 2018 obligated \$4,061,697.53. This OTA obligates the second *pro rata* distribution to the Airport in the amount of \$3,249,358.02.

B. Payment Obligation

Funds in the amount of **\$3,249,358.02** are hereby obligated to the accounting line below and made available for payment to the Airport via Article VII Billing Procedure and Payment.

PR: 2119-209-AP1129
Accounting Line: 5PC191B010D2019SWE045GE013723007672720OAP/
5903001118030000/251B/TSA DIRECT/DEF. TASK
Amount: \$3,249,358.02

ARTICLE VII – BILLING PROCEDURE AND PAYMENT

A. Payment / Performance Provisions

The Parties agree that partial reimbursement of the Eligible Reimbursement Amount shall be effectuated and confirmed in the following manner:

The United States Coast Guard Finance Center performs the payment function on behalf of the TSA. For purposes of submission to the Coast Guard Finance Center, the Airport must submit a completed Summary Invoice. Registration in the System for Award Management (SAM) is mandatory for invoice payment. To obtain information regarding SAM, please refer to <https://www.sam.gov/portal/public/SAM/>.

(A) Invoicing

The Airport invoice format is acceptable. However, the invoice shall, at a minimum, include the following:

1. Agreement Number
2. Invoice Number and Invoice Date
3. Airport Code (ABC)
4. Name and Address of the Airport Requesting Fund Disbursement
5. Point of Contact, with Address, Telephone, Fax and E-mail Contact Information
6. Tax Identification Number and DUNS Number
7. Total Amount of Funds Requesting to be Disbursed by TSA (the Distribution Value, as stated in Article V of this Agreement)
8. Electronic Funds Transfer (EFT) Banking Information (If Applicable)
9. Remittance Address
10. Certification of Requestor, including the following language: *This is to certify that the incurred costs billed were actually expended in furtherance of this Agreement, and we understand that intentional falsification of the information contained herein may be subject to civil and criminal penalties under applicable federal laws and/or regulations.*
11. Signature of Requestor's Authorized Representative with Date

The Invoice may be submitted by standard mail or by electronic transmission to the following address(s):

Billing Address: United States Coast Guard Finance Center
TSA Commercial Invoices
P.O. Box 4111
Chesapeake, VA 23327-4111

Email: FIN-SMB-TSAINVOICES@uscg.mil

Notwithstanding any other payment clause in this Agreement, the Government shall make invoice payments under the terms and conditions specified in this Article. Payment shall be considered made on the day the check is dated and deposited in the US mail, or an electronic funds transfer is completed. All days referred to in this provision are calendar days, unless otherwise specified.

B. Approval for Payment

(1) The TSA Contracting Officer (CO) and the Contracting Officer Representative (COR) are required to review and the TSA CO will approve all invoices prior to payment. Upon completion of the review of the total distribution amount and upon receipt of the executed Agreement, the TSA CO and COR will advise the Coast Guard Finance Center regarding payment of the Summary Invoice. The Parties also agree that the Airport shall bear the cost of any administrative or other fees that may be assessed by the Airport's financial institution in connection with such payments, and that the assessment of any such fees shall not be deemed to reduce the amount of payments received by the Airport under this Agreement.

(2) The Parties contemplate that the invoice payment will follow promptly and as a matter of course from the execution of the OTA. Nonetheless, in the event of a technical difficulty in fulfilling the request for payment, the Parties agree to coordinate in good faith to take any additional measures or furnish any additional information reasonably necessary to effectuate the payments to the Airport as expeditiously as possible.

(3) Once the Distribution Value has been successfully received by the Airport, the Airport shall notify TSA in writing that the payment required by this Agreement has been successfully effectuated.

(4) If, after provision of the notice described in subparagraph (3) above, the Airport cannot determine to its satisfaction that payment has been received, the Airport shall promptly—and in any event no later than sixty (60) days after invoice submittal inform TSA in writing that the Airport has not received payment, and provide any available documentation that supports this conclusion. The Parties thereafter shall take any and all additional measures reasonably necessary to effectuate payment of the Distribution Value as expeditiously as possible. As soon as the Airport has received payments that amount to the Distribution Value, the Airport shall immediately notify TSA that payment of the Distribution Value has been received. Upon providing such notice, the payment shall be deemed confirmed for purposes of Article X.C. of this Agreement.

C. Conditions of Payment

TSA's payment obligation under this Agreement is further subject to the following conditions:

- (1) Once the Airport has received payments in the manner described in subparagraph A above amounting in the aggregate to the Distribution Value, TSA shall be under no further obligation to make any additional payments under this Agreement.
- (2) In no event shall this Agreement be construed to require or obligate TSA to pay in full the Eligible Reimbursement Amount for the Project described above. The Parties specifically agree that nothing in this Agreement obligates TSA to reimburse in full the Eligible Reimbursement Amount incurred by the Airport, or any other amount, to the extent that such costs exceed the amount necessary to fulfill TSA's payment obligation under Article V of this Agreement.
- (3) This Article VII does not affect any remaining reimbursement pursuant to the Eligible Reimbursement Amount or any payment obligation arising under any source other than this Agreement that TSA owes or may in the future owe to the Airport.
- (4) The Airport shall have 6 months from effective Agreement date to submit an invoice for the Distribution Value as stated in Section A above. Should the Airport need additional time to submit an invoice, the Airport must contact the Contracting Officer at least 30 days in advance to the expiration of the Agreement.
- (5) Each Party will also bear its own costs in connection with the preparation and performance of this Agreement.

ARTICLE VIII – NO ADMISSION OF FAULT

This Agreement is not, is in no way intended to be, and should not be construed as, an admission of liability or fault on the part of any of the Parties, or of the United States, or of any of its agencies, agents, servants, employees, or former employees, and it is specifically denied that they are liable to the Airport for any damages, attorney's fees, or other relief of any kind, except as otherwise provided herein, except with the acknowledgment of the Eligible Reimbursement Amount. This Agreement is entered into by the Parties for the purpose of distributing the Distribution Value and the associated Release of Claims as provided in Article X below. None of the terms of this Agreement shall be offered or received in evidence, or in any way referred to, in any civil, criminal, or administrative action in which the Parties or counsel for the Parties have or may acquire an interest, except by court order or as is necessary to implement or enforce the terms of this Agreement.

ARTICLE IX – WARRANTY AND THIRD PARTY BENEFICIARIES

A. Warranty of Capacity

The Airport represents and warrants that no other person or entity or third-party beneficiary has or has had any interest in the claims, demands, obligations, or causes of action referred to in this Agreement. The Airport expressly represents and warrants that it has the sole and exclusive authority to execute this Agreement; and that the Airport has not sold, assigned,

transferred, conveyed, or otherwise disposed of any of the claims, demands, obligations, or causes of action referred to in this Agreement. The persons signing this Agreement warrant and represent that they possess full authority to bind the persons on whose behalf they are signing to the terms of the settlement.

B. No Third Party Beneficiaries

The Parties agree that this Agreement is not for the benefit of any party other than those who have entered into this Agreement and gives no rights or remedies to any third party.

ARTICLE X – RELEASE OF CLAIMS

- A. The Airport hereby agrees to waive, release and forever discharge the TSA, its affiliates, agencies, agents, contractors, directors, former directors, employees, former employees, officers, and former officers, individually and/or in their official capacities (the “Released Entities”), from any and all claims, demands, grievances, and causes of action of every kind, nature or description, whether known or unknown, regarding the following:
1. TSA’s development and adjudication of the seven-step plan to solicit, review and validate airport requests for reimbursement for in-line baggage screening projects initiated after November 19, 2001 and prior to August 3, 2007 (Date of enactment of the Implementing Recommendations of the 9/11 Commission Act of 2007), as set forth in the *Reimbursement Review and Validation Plan for In-line Baggage Screening Systems, Fiscal Year 2016 Report to Congress* (June 16, 2016);
 2. TSA’s final assessment, evaluation, and determination of the Airport’s eligibility criteria, and specifically in regards to the Airport’s final Eligible Reimbursement Amount;
 3. TSA’s decision to use the *pro rata* method to disburse current and, if available, any future funds; and
 4. Receipt of funds in the aggregate amount of the Distribution Value.
- B. The Airport agrees that the releases described herein shall be binding upon the Airport, its successors in interest, and its past, present, and future officers, directors, subsidiaries, representatives, and assigns. The TSA agrees that the releases described herein all be binding upon the TSA, their successors in interest, their past, present, and future officers, representatives, and assigns, and past, current, and future Administrations and agencies.
- C. The waivers, releases, and discharges described herein shall not become effective until confirmation, in the manner described in Article V above, that the Airport has successfully received payment(s) in the amount of the Disbursement Value.

ARTICLE XI - DISPUTES

In the event of any disagreement between the Parties concerning the performance of this Agreement, before availing themselves of any other legal or equitable remedies, the Parties shall meet and confer in good faith in an attempt to resolve the dispute.

ARTICLE XII - CHANGES AND/OR MODIFICATIONS

This Agreement may not be altered, modified, supplemented, withdrawn, waived, rescinded, or canceled except by a written instrument executed by the Parties or their duly authorized representatives.

ARTICLE XIII - CONSTRUCTION OF THE AGREEMENT

This Agreement is issued under 49 U.S.C. §106 (l)(6) and §114(m) and is not a procurement contract, grant, cooperative agreement, or other financial assistance. It is not intended to be, nor shall it be construed as, a partnership, corporation, or other business organization. Additionally, each Party acknowledges that all Parties hereto participated equally in the negotiation and drafting of this Agreement, and that, accordingly, this Agreement shall not be construed more stringently against one Party than against the other. The Agreement constitutes the entire agreement between the Parties with respect to the subject matter and supersedes all prior agreements, understanding, negotiations and discussions whether oral or written. Any statement, representation, remark, agreement, or understanding, whether oral or written, that is not contained in this Agreement shall not be enforced, recognized, or used to interpret this Agreement or its attachments. Each Party acknowledges and agrees that no promise or representation not contained in this Agreement has been made; acknowledges that it has not executed this Agreement in reliance on any such promise or representation; and acknowledges and represents that this Agreement contains the entire understanding between the Parties.

In the event that any Article and/or parts of this Agreement are determined to be void or otherwise invalid or unenforceable, such Article or portions thereof shall lapse. No such lapse will affect the rights, responsibilities, and obligations of the Parties under this Agreement, except as provided therein.

ARTICLE XIV – EXECUTION IN COUNTERPARTS

It is contemplated that this Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together constitute one and the same document. Facsimiles, hard copies, and scanned electronic copies of signatures, including scanned electronic copies sent by email, shall constitute acceptable, binding signatures for purposes of this Agreement.

ARTICLE XV – EFFECTIVE DATE

The effective date of this Agreement shall be the day immediately following execution by all the Parties listed on the pages below. This Agreement shall expire within 6 months from date of execution.

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Request Board 1) approve a contract amendment with Kimley-Horn for the design of Interim Security Checkpoint Improvements at RSW; and 2) approve a Total Project Budget in the amount of \$1,727,652.
2. **FUNDING SOURCE:** Net revenues from the normal operation of the Airport. Account No 20861041234.506540.30
3. **TERM:** N/A
4. **WHAT ACTION ACCOMPLISHES:** Provides needed interim security checkpoint improvements to ease passenger congestion prior to the completion of the RSW Terminal Expansion Project in 2023

5. **CATEGORY:** 9.
Consent Agenda

6. **ASMC MEETING DATE:** 6/11/2019

7. **BoPC MEETING DATE:** 6/27/2019

8. **AGENDA:**

- CEREMONIAL/PUBLIC PRESENTATION
- CONSENT
- ADMINISTRATIVE

9. **REQUESTOR OF INFORMATION:**

(ALL REQUESTS)

NAME Mark Fisher

DIV. Development

10. **BACKGROUND:**

The LCPA is in the process of expanding the Southwest Florida International Airport (RSW) passenger terminal to meet growing passenger demands. The RSW Terminal Expansion Project is at the 60% design stage and will result in the consolidation of the three existing TSA security checkpoints into a single consolidated checkpoint. This will reduce passenger wait times by providing more efficiencies in the TSA screening process, while also providing connectivity between all concourses and additional concessions for RSW passengers. This project is scheduled for completion in 2023.

Unfortunately, during the RSW 2019 peak season (Feb-Mar), peak hour passengers increased by more than 18% compared to 2018. RSW airlines had 40 overnight aircraft departing in the morning from the RSW 27 gates. This created more than 90 minute security screening wait times for RSW passengers. With total passengers to date up almost 7% over 2018, there are concerns over even greater wait times for RSW passengers in the 2020, 2021 and 2022 peak seasons prior to the completion of the terminal expansion project.

Therefore, LCPA staff has been working with the TSA to develop an interim plan to add screening lanes to the existing concourse queuing slopes to increase screening capacity for the next three peak seasons. The exact number of screening lanes and their locations is dependent on the availability of TSA screening equipment. Attached is a Contract Amendment with Kimley-Horn (one of the LCPA's on-call engineering firms) to work with the TSA to design the Interim Security Checkpoint Project. Even though this Contract Amendment is for an amount of \$37,895, when combined with

11. RECOMMENDED APPROVAL

DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR
<i>Mark R. Fisher</i>	<i>Victoria B. Moreland</i>	<i>N/A</i>	<i>Brian W. McGonagle</i>	<i>Gregory B. Hagen</i>	<i>Jeffrey A. Mulder</i>

12. **SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:**

- APPROVED
- APPROVED as AMENDED
- DENIED
- OTHER

13. **PORT AUTHORITY ACTION:**

- APPROVED
- APPROVED as AMENDED
- DENIED
- DEFERRED to
- OTHER

Background (continued)

design costs associated with this project anticipated to be authorized prior to this ASMC/Board approval, anticipated project design costs will total \$132,775 which exceeds the Executive Director's authorization level and therefore requires Board approval in accordance with the LCPA Purchasing Manual. Once the design is complete, the project will be competitively bid by Owen-Ames-Kimball (one of the LCPA's on-call Construction Manager/General Contracting firms) in accordance with Florida Statutes 255 and their Board-approved contract.

In order to have a chance to have some of these improvements in place for the 2020 peak season, Board approval of a Total Project Budget in the amount of \$1,727,652 is also requested at this time. In accordance with the Board adopted LCPA Purchasing Manual, this will allow the Executive Director or authorized designee to execute contract changes under the Board approved Total Project Budget. Fees will only be paid after work has been successfully completed and any costs above the Board approved Total Project Budget must have prior approval by the Board. This will allow the LCPA to more rapidly respond to the construction needs of TSA equipment delivery and provide the best chance to reduce passenger screening wait times for the 2020, 2021 and 2022 peak seasons.

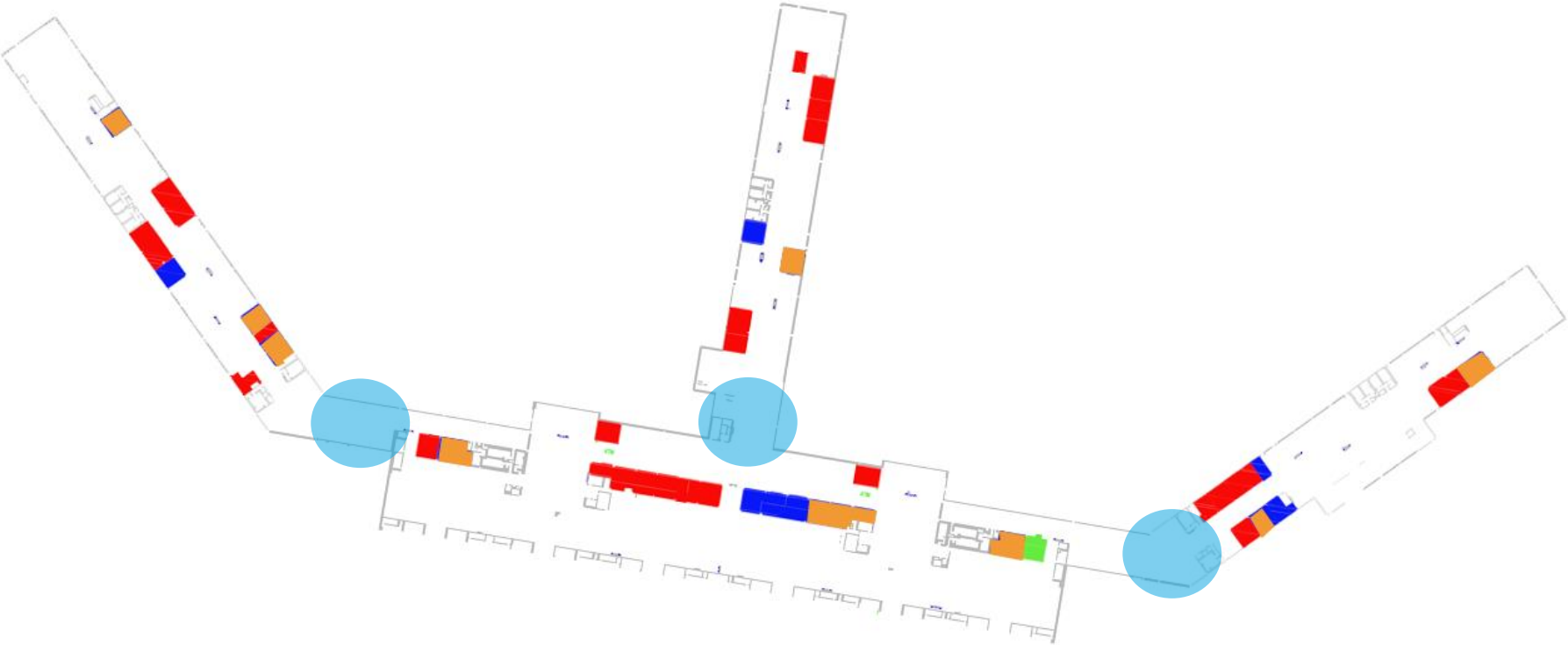
Attachments:

RSW Interim Security Checkpoints

KH Contract Amendment

TPB 5-31-19

RSW Interim Security Checkpoint Expansion

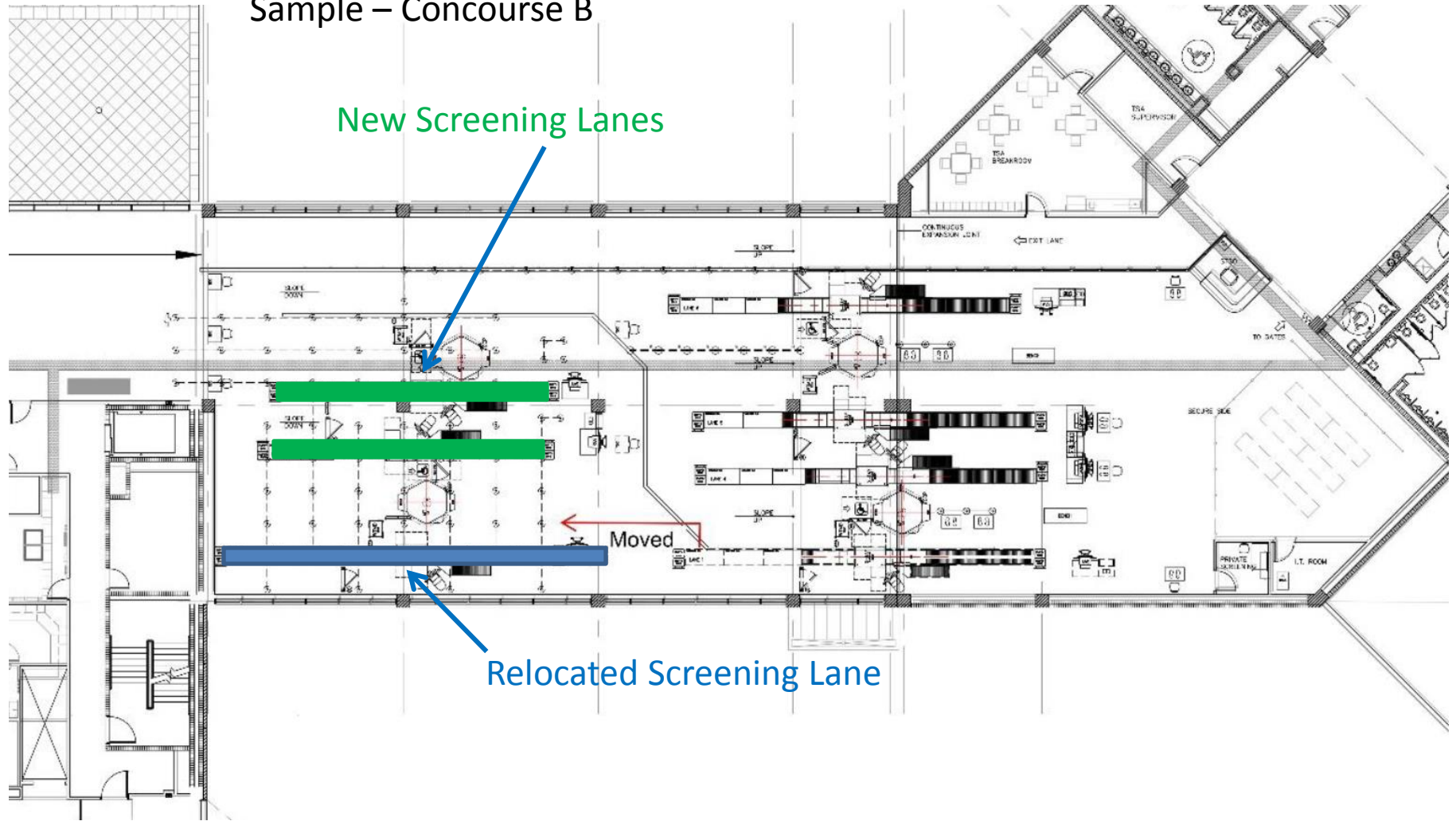


● Existing TSA Security Checkpoints

RSW Interim Security Checkpoint Expansion

Sample – Concourse B

New Screening Lanes



Relocated Screening Lane

CA No. 21

Vendor No. 362759

Contract No. 7781

Effective Date _____

**LEE COUNTY PORT AUTHORITY
LOQ 17-01 General Architectural and Engineering Services
CONTRACT AMENDMENT (CA)**

Upon the completion and execution of this Contract Amendment, signed by both parties, the parties acknowledge the following work will be performed in accordance with the Contract. The intent of this Contract Amendment is to amend the scope, time or dollars of the contract work. *No work should be performed without the execution of a written Task Authorization, which shall serve as a Notice To Proceed with the work.* All the covenants terms, conditions, provisions and contents of the original Contract, as amended, shall be and are applicable to this Contract Amendment unless specifically identified herein.

Description of work: RSW Checkpoints, Design Services for Additional TSA Screening Lanes

(1) **Reasons for Amendment:**

- | | | | |
|--------------------------|----------------------------|-------------------------------------|-------------------------------|
| <input type="checkbox"/> | Programmed CIP Project(s) | <input checked="" type="checkbox"/> | Budgeted Task/Work |
| <input type="checkbox"/> | Unforeseen Site Conditions | <input type="checkbox"/> | Error/Omission in Plans/Specs |
| <input type="checkbox"/> | Design Change | <input type="checkbox"/> | Owner Requested |
| <input type="checkbox"/> | Safety Considerations | <input type="checkbox"/> | Cost Benefit to Project |
| <input type="checkbox"/> | Other _____ | | |

(2) **Method of Negotiating Price of Work**

- X Lump Sum
 _____ Time and Materials
 _____ Unit Prices
 _____ Hourly plus expenses
 _____ Other _____

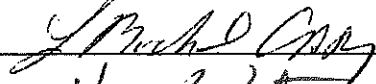

Method of Negotiating Time of Work:

- _____ Consultant/Contractor Records
 _____ Cost plus fixed fee
 _____ Force Account

(3) **Acceptance**

It is understood and agreed that the execution and acceptance of this CA constitutes agreement by both parties to amend the Contract in accordance with the represented work and/or conditions. It shall be understood between both parties that this Amendment shall not be effective until approval from the FAA and/or FDOT has been obtained, if required.

KIMLEY-HORN & ASSOC., INC. ARCHITECT/ENGINEER ACCEPTANCE

Michael Carey		<u>6/4/19</u>
Gary R. Ratay		<u>6/4/19</u>

FDOT: N/A FDOT Representative FAA: N/A FAA Representative

Approved as to Form: _____
Port Attorney

LEE COUNTY PORT AUTHORITY AUTHORIZATION

By: _____
Executive Director or Designee

Board Item By: N/A
Chair - Lee County Port Authority Board of Port Commissioners

CA No. 21

Vendor No. 362759

Contract No. 7781

Effective Date _____

**LEE COUNTY PORT AUTHORITY
LOQ 17-01 General Architectural and Engineering Services
CONTRACT AMENDMENT (CA)**

Upon the completion and execution of this Contract Amendment, signed by both parties, the parties acknowledge the following work will be performed in accordance with the Contract. The intent of this Contract Amendment is to amend the scope, time or dollars of the contract work. *No work should be performed without the execution of a written Task Authorization, which shall serve as a Notice To Proceed with the work.* All the covenants terms, conditions, provisions and contents of the original Contract, as amended, shall be and are applicable to this Contract Amendment unless specifically identified herein.

Description of work: RSW Checkpoints, Design Services for Additional TSA Screening Lanes

(1) Reasons for Amendment:

- | | |
|---|--|
| <input type="checkbox"/> Programmed CIP Project(s) | <input checked="" type="checkbox"/> Budgeted Task/Work |
| <input type="checkbox"/> Unforeseen Site Conditions | <input type="checkbox"/> Error/Omission in Plans/Specs |
| <input type="checkbox"/> Design Change | <input type="checkbox"/> Owner Requested |
| <input type="checkbox"/> Safety Considerations | <input type="checkbox"/> Cost Benefit to Project |
| <input type="checkbox"/> Other _____ | |

(2) Method of Negotiating Price of Work

- Lump Sum
 Time and Materials
 Unit Prices
 Hourly plus expenses
 Other _____

Method of Negotiating Time of Work:

- _____ Consultant/Contractor Records
 _____ Cost plus fixed fee
 _____ Force Account

(3) Acceptance

It is understood and agreed that the execution and acceptance of this CA constitutes agreement by both parties to amend the Contract in accordance with the represented work and/or conditions. It shall be understood between both parties that this Amendment shall not be effective until approval from the FAA and/or FDOT has been obtained, if required.

KIMLEY-HORN & ASSOC., INC. ARCHITECT/ENGINEER ACCEPTANCE

Michael Carey

Gary R. Ratay

FDOT: N/A
FDOT Representative

FAA: N/A
FAA Representative

Approved as to Form: _____
Port Attorney

LEE COUNTY PORT AUTHORITY AUTHORIZATION

By: _____
Executive Director or Designee

Board Item By: N/A
Chair - Lee County Port Authority Board of Port Commissioners

EXHIBIT A – SUBCONSULTANT/SUBCONTRACTOR INFORMATION

CA No. 21

The CONSULTANT or CONTRACTOR intends to engage the following subconsultant(s) and/or subcontractor(s) to assist in providing and performing the services, tasks, or work required under this Contract Amendment. At any time during the performance of work outlined in this Contract Amendment that the subconsultant(s)/subcontractor(s) identified below change, such change should be sent in writing to the LCPA. Only those subconsultants(s)/subcontractor(s) whereby prior written notification has been given to the LCPA are allowed to perform work under this Contract Amendment.

It is the responsibility of the CONSULTANT or CONTRACTOR to ensure that all subconsultants and/or subcontractors are properly licensed and insured prior to initiating any work in accordance with this contract.

(If none, enter the word "none" in the space below.)

Service or Work to be Performed	Name, Address, Phone and e-mail of Individual or Firm	Estimated Dollar Value of Subcontracted Work	DBE, WBE, or MBE (yes or no)	If Yes, Estimated Dollar Value of DBE/WBE/MBE Work

5/31/2019

EXHIBIT B - CONTRACT SUMMARY

Contract Amendment 21

#	Task	Board Approved Contract Amount	Total Project Budget Adjustments	Other Contract Adjustments	This Contract Adjustment	TA Issued \$100,000 Level Maximum \$1,000,000 FY 16-17	TA Issued \$100,000 Level Maximum \$1,000,000 FY 17-18	TA Issued \$100,000 Level Maximum \$1,000,000 FY 18-19	Current Contract Value	A/E Fee	Subconsultant Costs	TAs Issued	Pending TAs	Remaining Contract Balance
1	RSW Parking Revenue Control System	\$ -	\$ -	\$ -	\$ -	\$ 53,795.00	\$ -	\$ -	\$ 53,795.00	\$ 53,795.00	\$ -	\$ 53,795.00	\$ -	\$ -
2	RSW Terminal Building Monitoring	\$ -	\$ -	\$ -	\$ -	\$ 22,300.00	\$ -	\$ -	\$ 22,300.00	\$ 2,050.00	\$ 20,250.00	\$ 22,300.00	\$ -	\$ -
3	RSW Terminal Curb Front Pavement Markings	\$ -	\$ -	\$ -	\$ -	\$ 10,420.00	\$ -	\$ -	\$ 10,420.00	\$ 10,420.00	\$ -	\$ 10,420.00	\$ -	\$ -
4	RSW Pedestrian Lighting/Curb Modifications	\$ -	\$ -	\$ -	\$ -	\$ 13,830.00	\$ -	\$ -	\$ 13,830.00	\$ 9,030.00	\$ 4,800.00	\$ 13,830.00	\$ -	\$ -
5	RSW Lightning Protection, Grounding, UPS	\$ -	\$ -	\$ -	\$ -	\$ 23,750.00	\$ -	\$ -	\$ 23,750.00	\$ 14,100.00	\$ 9,650.00	\$ 23,750.00	\$ -	\$ -
6	RSW Terminal Building Vibration Monitoring	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 48,320.00	\$ -	\$ 48,320.00	\$ 5,320.00	\$ 43,000.00	\$ 48,320.00	\$ -	\$ -
7	RSW Rental Car Facility Exit Lane Assessment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 23,005.00	\$ -	\$ 23,005.00	\$ 18,805.00	\$ 4,200.00	\$ 23,005.00	\$ -	\$ -
8	RSW Terminal Departure Lanes/Chiller Door	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,980.00	\$ -	\$ 11,980.00	\$ 11,980.00	\$ -	\$ 11,980.00	\$ -	\$ -
9	RSW South Lake Berm Breach Evaluation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,635.00	\$ -	\$ 17,635.00	\$ 17,635.00	\$ -	\$ 17,635.00	\$ -	\$ -
10	RSW Cemex Alco Road Quarry Expansion	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,735.00	\$ -	\$ 14,735.00	\$ 1,235.00	\$ 13,500.00	\$ 14,735.00	\$ -	\$ -
11	RSW Annual Inspection Letter	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,270.00	\$ -	\$ 2,270.00	\$ 2,270.00	\$ -	\$ 2,270.00	\$ -	\$ -
12	RSW Arrivals Curb Front Secondary Access	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,750.00	\$ -	\$ 16,750.00	\$ 16,750.00	\$ -	\$ 16,750.00	\$ -	\$ -
13	RSW Outfall Canal Erosion	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,380.00	\$ -	\$ 6,380.00	\$ 6,380.00	\$ -	\$ 6,380.00	\$ -	\$ -
14	RSW Security Gate 64 Location	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,995.00	\$ -	\$ 11,995.00	\$ 11,995.00	\$ -	\$ 11,995.00	\$ -	\$ -
15	RSW Gate C1 Aircraft Lead-in Line Evaluation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,820.00	\$ 5,820.00	\$ 5,820.00	\$ -	\$ 5,820.00	\$ -	\$ -
16	RSW Terminal Building Vibration Monitoring	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 49,990.00	\$ 49,990.00	\$ 5,390.00	\$ 44,600.00	\$ 49,990.00	\$ -	\$ -
17	RSW Daniels Parkway/PJD Parkway Assessment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24,355.00	\$ 24,355.00	\$ 18,555.00	\$ 5,800.00	\$ 16,040.00	\$ 8,315.00	\$ -
18	RSW Annual Inspection Letter	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,270.00	\$ 2,270.00	\$ 2,270.00	\$ -	\$ 2,270.00	\$ -	\$ -
19	RSW Concourse B,C&D Addl TSA Screen Lanes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 43,620.00	\$ 43,620.00	\$ 33,620.00	\$ 10,000.00	\$ 43,620.00	\$ -	\$ -
20	RSW TAR Pavement Evaluation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,524.75	\$ 12,060.00	\$ 4,464.75	\$ 16,524.75	\$ -	\$ -
21	RSW TSA Design Services	\$ -	\$ -	\$ -	\$ 37,895.00	\$ -	\$ -	\$ -	\$ 37,895.00	\$ -	\$ -	\$ -	\$ 37,895.00	\$ -
CONTRACT TOTALS		\$ -	\$ -	\$ -	\$ 37,895.00	\$ 124,095.00	\$ 153,070.00	\$ 126,055.00	\$ 457,639.75	\$ 259,480.00	\$ 160,264.75	\$ 411,429.75	\$ 46,210.00	\$ -

Scope of Services – Concourse B, C and D Additional TSA Screening Lanes Final Construction Documents and Bid/Award Support Services

I. OBJECTIVE

The Lee County Port Authority (LCPA) desires to engage Kimley-Horn (KH) to prepare construction documents to modify the existing security checkpoints at each concourse. The purpose of these improvements is to increase the screening capacity until such time permanent improvements can be initiated. This task also includes support services during the bid/award process.

Each checkpoint currently consists of four (4) screening lanes. The intent is to increase the number of screening lanes to five (5) for Concourse C (with capability to expand to 6) and (6) for Concourses B and D. The Transportation Security Administration (TSA) will provide the needed screening equipment while the Lee County Port Authority (LCPA) will provide the needed infrastructure improvements.

DESCRIPTION

During peak periods of the travel season (generally Thanksgiving through Easter) security lines backup at the TSA security checkpoints to the point customer service is being affected. LCPA working with TSA would like to add two (2) additional screening lines at Concourses B, and D and one (1) Additional lane at Concourse C. The intent is to increase the processing at each checkpoint allowing passengers to access the secure areas quicker and more efficiently.

This task will prepare construction documents and provide support during the bid and award process.

II. SERVICES

Task 1- Development of Construction Documents

Building on work completed previously, the Kimley Horn (KH) team will prepare the construction documents. Design Development has been completed in a separate task.

Once comments to the Design Development documents are received, KH will incorporate the comments and complete the construction documents. Documents will be prepared sufficient for the Construction/Manager/General Contractor, CM/GC, to procure subtrade bids, enter into a subcontract and construct the needed improvements. Improvements are generally identified as follows:

- Relocate existing screening equipment to the new configuration. (New equipment will be supplied and installed by TSA).
- Provide power and data ports to the relocated and new locations. Power sources will be provided from closest available sources as identified in the site verification memo.
- Provide Glass Walls to separate screening activities.
- Relocate private screening areas at each checkpoint
- Adjust existing cameras and provide new cameras for new configuration and screening lanes.

- Verify and increase, if necessary, data storage for new cameras. Camera placement will be developed in concert with local TSA officials with a viewing verification element being written into the project requirements.

Final construction documents will be distributed to LCPA, TSA and the CM/GC for project execution.

It is assumed all major work elements have been established and the completion of the construction documents from Design Development documents to final completion is limited to incorporating final comments from LCPA, TSA and the CM/GC as well as final plan revisions and quality control.

Task 2 -Bid and Award Support Services

To support LCPA and the CM/GC during the bid and award process the KH team will provide the following services.

- Attend a pre-bid meeting scheduled by the CM/GC which may include a site walkthrough.
- Respond to a reasonable number of questions during the bid process and issue addendum, if necessary.
- Evaluate bids and provide a recommendation to award, if warranted.

III INFORMATION PROVIDED BY CLIENT

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by KHA during the project, including but not limited to the following:

- Electronic CAD drawings of equipment to be utilized by TSA. It is not KH's intent to develop details of equipment for layout and usage.

IV DELIVERABLES

The deliverables will include the following:

1. Final Construction Plans and Specifications
2. Respond to questions issue addendum during construction
3. Recommendation to award

IV. SCHEDULE

It is the intent to have documents of sufficient detail to initiate the bidding process in July 2019. Construction documents will be provided within 15 calendar days of receipt of comments from Design Development submittal.

V. SPECIAL CONDITIONS

A. Additional Services

The Consultant shall not perform any additional services without prior written consent of the Port Authority. Any request for additional fees shall be submitted in writing to the Port Authority Project Manager prior to any work performed. Any variance from the contracted scope will be considered additional services. Additional services would include architectural services related to reallocation of Concourse areas for the purpose of increasing the screening areas.

VI. ASSUMPTIONS

Improvements to each checkpoint will be limited to utilizing existing space available. The scope of work includes only minor architectural work associated with relocating a screening room at each checkpoint location.

VII. FEE SUMMARY

KHA will perform the services for the total lump sum fee below. The fee includes, but is not limited to, reimbursement for trips, long distance telephone calls, facsimiles, direct expenses, postage, delivery, computer plots and work printing. All permitting, application, and similar project fees will be paid directly by the Client.

Total Lump Sum Fee \$ 37,895

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due as required in contract.

**LEE COUNTY PORT AUTHORITY
DBE and W/MBE Participation Form**

Task/project Name	Concourse B, C and D Additional TSA Screening Lanes Design Development Services
Task # (if available)	CA #

- 1) Consultant/Contracting Firm: **Kimley-Horn and Associates**
- 2) Scope of Service(s): **Prepare 50% and 90% level construction documents to modify the existing security checkpoints at Concourse B, C and D.**
- 3) Identify subconsulting/subcontracting opportunity(s) under this task: **Electrical Engineering**
- 4) LCPA DBE Manager Consultation Date: **5/31/2019**
- 5) Applicable Minority Certification(s): DBE W/MBE Both (Verify with DBE Manager)
(Only companies certified as DBE or W/MBE in the State of Florida can be applied toward the anticipated % goal.)
- 6) Anticipated Participation Goal: **0** %
- 7) List all efforts that were taken in order to include and/or increase DBE or W/MBE participation under this task. Attach all relevant supporting documentation.

1. **No DBE will be used. Electrical Engineering to be provided by OCI who has performed similar work at the airport and is knowledgeable about the existing security system.**
2. _____
3. _____
4. _____

Attach Additional Sheets as Necessary

Consultant's Authorized Representative

Michael Carey

Printed Name

Senior Project Manager

Title

May 31, 2019

Date

Lee County Port Authority DBE Manager

Julio A. Rodriguez
Signature

Approved
Comments/concurrences

5/31/19
Date

Submit to: Julio A. Rodriguez
Lee County Port Authority
11000 Terminal Access Rd., Suite 8671
Fort Myers, FL 33917

ESTIMATED TOTAL PROJECT BUDGET

ASMC Approved: _____

Board Approved: _____

Project Name: RSW Additional TSA checkpoint lanes

Project Description:

2 additional TSA checkpoint lanes at Concourses B & D and 1 additional lane at Concourse C

BUDGET SUMMARY:

Design/Permitting:

A&E/Design & Permitting	\$ 132,775.00	
CM/GC Pre-construction	\$ 18,750	
TOTAL DESIGN/PERMITTING		\$ 151,525

Construction:

A&E/Construction Administration	\$ 46,302	
CM/GC	\$ 305,590	
Subcontractor Construction	\$1,018,635	
Construction Contingency	\$ 205,600.00	
TOTAL CONSTRUCTION		\$ 1,576,127
<i>Total Project Budget *</i>		<u>\$ 1,727,652</u>

* All project costs shall be expanded below the Board approved Total Project Budget. Any costs over the Board approved Total Project Budget must be approved by the Board.

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Approve Letter of Release from the Federal Aviation Administration for parcels of land within Southwest Florida International Airport's inventory, commonly referred to as the "Commerce Lakes Parcel".
2. **FUNDING SOURCE:** N/A
3. **TERM:** N/A
4. **WHAT ACTION ACCOMPLISHES:** FAA approval to release approximately 22.14 acres of surplus property from RSW airport's inventory.

5. **CATEGORY:** 10.
Consent Agenda

6. **ASMC MEETING DATE:** 6/11/2019

7. **BoPC MEETING DATE:** 6/27/2019

8. **AGENDA:**

- CEREMONIAL/PUBLIC PRESENTATION
- CONSENT
- ADMINISTRATIVE

9. **REQUESTOR OF INFORMATION:**

(ALL REQUESTS)

NAME Mark Fisher

DIV. Development

10. **BACKGROUND:**

RSW consists of approximately 13,555 acres, 6,555 of which is used for the daily operation and expansion of the airport and 7,000 acres that serve as Mitigation Park as a permit requirement for the airport's expansion in 2005 and beyond. The Commerce Lakes Parcel consists of two (2) parcels of approximately 22.14 acres that are separated by a four-lane divided highway from contiguous airport property. There is no planned airport development for these parcels and, although the marketing of these parcels for lease has been ongoing for more than a decade, there has been little serious interest. However, there has been some recent interest in the property's purchase.

The Commerce Lakes Parcel is not needed for current or future airport operations or expansion. Therefore, the LCPA advertised a competitive bid for the property's sale and purchase. The fair market value of the Commerce Lakes Parcel is estimated at \$2,042,695 - \$2,222,695 based on the two appraisals. 1227 Holdings, LLC, as the only bidder, offered to purchase the Commerce Lakes Parcel for a price within the Fair Market Value range for a purchase price of \$2,050,000.

In accordance with our grant assurances and federal regulations, the Commerce Lakes Parcel is deemed surplus to future aviation needs and, therefore, FAA approval and fair market value compensation is required for its release from the RSW airport's inventory. With FAA's endorsement, LCPA staff recommends the Board execute the attached Letter of Release with the accompanying conditions.

Attachments:

Commerce Lakes Parcel

11. **RECOMMENDED APPROVAL**

DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR
<i>Mark R. Fisher</i>	<i>Victoria B. Moreland</i>	<i>N/A</i>	<i>Brian W. McGonagle</i>	<i>Gregory B. Hagen</i>	<i>Jeffrey A. Mulder</i>

12. **SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:**

- APPROVED
- APPROVED as AMENDED
- DENIED
- OTHER

13. **PORT AUTHORITY ACTION:**

- APPROVED
- APPROVED as AMENDED
- DENIED
- DEFERRED to
- OTHER

Background (continued)

LCPA Request Letter
FAA Letter of Release



Gateway

Commerce Lakes Parcel

Daniels Parkway

I-75

Southwest Florida International Airport



Direct Dial: (239) 590-4600
Fax: (239) 590-4688

January 25, 2019

JEFF MULDER, A.A.E.
EXECUTIVE DIRECTOR

RICHARD WM. WESCH
PORT AUTHORITY ATTORNEY

Ms. Marisol Elliot
Federal Aviation Administration
Orland Airports District Office
8427 South Park Circle, Suite 524
Orlando, Florida 32819

**BOARD OF
PORT COMMISSIONERS**

RE: Release of Surplus Property
Commerce Lakes Parcel

BRIAN HAMMAN

Dear Ms. Elliot:

LARRY KIKER

In accordance with FAA Order 5190.6A, please let this letter serve as our request to release approximately 22.14 acres of property previously identified on the Southwest Florida International Airport (RSW) Airport Layout Plan. This property is commonly referred to as the Commerce Lakes Parcel.

FRANK MANN

JOHN E. MANNING

RSW consists of approximately 13,555 acres, 6,555 of which is used for the daily operation and expansion of the airport and 7,000 acres that serve as a Mitigation Park as a permit requirement for the airport's expansion in 2005 and beyond. The Commerce Lakes Parcel actually consists of two (2) parcels separated by Commerce Lakes Drive. The Commerce Lakes Parcel consists of approximately 22.14 acres that are separated by a four-lane divided highway from contiguous airport property. There is no planned airport development for the Parcel and, although the marketing of the Parcel for lease has been ongoing for more than a decade, there has been little serious interest. However, there has been some recent interest in the property's purchase.

CECIL L. PENDERGRASS

The Commerce Lakes Parcel is not needed for current or future airport operations or expansion. Therefore, the LCPA advertised for competitive bids for the property's sale and purchase. Conditions of the sale include:

- Two independent appraisals were completed which concluded that the Fair Market Value for the Commerce Lakes Parcel is \$2,042,695 - \$2,222,695.
- 1227 Holdings, LLC, as the only bidder, will purchase the Commerce Lakes Parcel for a price within the Fair Market Value range for a purchase price of \$2,050,000.
- \$2,050,000 will be paid by the Purchaser to the LCPA and immediately deposited into an identifiable interest bearing account currently paying the highest interest rate. The proceeds will remain in this account until utilized in accordance with FAA Order 5190.6A.

SOUTHWEST FLORIDA INTERNATIONAL AIRPORT

11000 Terminal Access Road, Suite 8671 - Fort Myers, Florida 33913-8213
www.flylcpa.com

- The LCPA will expend, within five (5) years of the Deed of Release execution date, the sum of \$2,050,000 for purposes in accordance with FAA Order 5190.6A. It is understood and agreed that this amount will not be eligible as sponsor-matching funds for federally assisted airport development. The LCPA will maintain records of these expenditures in accordance with accepted business practices for three (3) years and keep the records open for inspection by the FAA at any time.
- All conditions of the FAA's Release shall the responsibility of the Property Purchaser and be made a part of the purchase agreement, and incorporate into the deed of conveyance, as appropriate.
- The Purchaser shall ensure that they and any successor owners of the property shall allow in perpetuity, for the use and benefit of the public, the right of flight for the passage of aircraft in the airspace above the surface of the subject property, the right for existing and future aircraft to generate noise in that airspace, and the right to use the airspace to land and take off from an airport.
- Ensure that the Purchaser and their successors and assigns restrict the height of structures, objects of natural growth, and other obstruction on the subject property to such a height so as to comply with Federal Aviation Regulations, Part 77, Florida Statutes and the Lee County Land Development Code.
- Ensure that the Purchaser and their successors and assigns do not allow any use of the subject property that would interfere with the landing and taking off of aircraft at RSW or otherwise constitute an airport hazard, including wildlife hazards.
- The Purchaser will retain or reserve the necessary interests or rights to ensure that the subject property will only be used for purposes compatible with noise levels generated by aircraft using RSW.
- The Purchaser and their successors and assigns shall not permit or afford access from the subject property onto RSW property for any aeronautical purpose.
- The Purchaser will be responsible for complying with all local, state and federal regulatory permits related to the subject property unless amended by the Purchaser.
- The Purchaser shall ensure that the rights and interests of the public using RSW are protected and will prevent any use of the subject parcel that would constitute an airport hazard as determined by the FAA, FDOT or the LCPA.
- The LCPA will update the RSW Airport Layout Plan Exhibit "A" Property Map upon acceptance of the release to reflect the new airport boundaries.

Page Three
Marisol Elliot
January 25, 2019

In accordance with our grant assurances and federal regulations, the Commerce Lakes Parcel is deemed surplus to future aviation needs and, therefore, FAA approval and fair market value compensation is requested for its release from the RSW airport's inventory.

We greatly appreciate your consideration of the above request. If you have any questions, or if you require any additional information, please let me know.

Sincerely,



Mark R. Fisher, AAE
Deputy Executive Director - Development

MRF/rr

Attachments:

FMV Appraisals
Bid Documents

Cc: Juliet Iglesias, Grants Manager
Greg Hagen, Chief Asst. Port Attorney



U.S. Department
of Transportation
**Federal Aviation
Administration**

Orlando Airports District Office
8427 SouthPark Circle, Ste 524
Orlando, FL 32819
Phone: (407) 487-7720
Fax: (407) 487-7135

May 2, 2019

Mark R. Fisher, AAE
Deputy Executive Director-Development
Southwest Florida International Airport
11000 Terminal Access Road, Suite 8671
Fort Myers, Florida 33913-8213

Letter of Release (AIP Grant-Obligated Land)

Southwest Florida International Airport
Commerce Lakes Parcel (22.14 acres)
Fort Myers, Florida

Dear Mr. Fisher:

This is in response to your letter dated January 25, 2019, requesting that Commerce Lakes Parcel consisting of 22.14 acres be released from the terms, conditions, and obligations of currently active Grant Agreements between the Federal Aviation Administration (FAA) and the Lee County Port Authority.

The requested release is for the purpose of permitting the Airport Owner to dispose or sell this property and convey title of this property for commercial purposes.

We have concluded that this property, as described below, is no longer needed for airport purposes:

COMMERCE LAKES PARCEL

PARCEL B

A PARCEL OF LAND IN SECTIONS 17 AND 18, TOWNSHIP 45 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING A PORTION OF "PARCEL 35" AS DESCRIBED IN OFFICIAL RECORDS BOOK 1399, PAGE 1901, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AND BEING DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE SOUTH 1/4 CORNER OF SECTION 17, TOWNSHIP 45 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE RUN N 01° 00' 01" W, ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 17, ALSO BEING THE EAST LINE OF

"PARCEL 35" AS DESCRIBED IN OFFICIAL RECORDS BOOK 1399, PAGE 1901, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, 2663.67 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE S 89° 30' 41" W, ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4, AND THE NORTH LINE OF SAID "PARCEL 35", A DISTANCE OF 808.27 FEET TO AN INTERSECTION WITH THE NORTHERLY LINE OF "PARCEL 6" OF THAT CERTAIN RELEASE GRANTED TO THE LEE COUNTY PORT AUTHORITY BY THE FEDERAL AVIATION ADMINISTRATION DATED JULY 12, 1990 AND THE POINT OF BEGINNING; THENCE CONTINUE S 89° 30' 41" W, ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4, AND THE NORTH LINE OF SAID "PARCEL 35", A DISTANCE OF 1302.29 FEET; THENCE S 53° 57' 54" W, ALONG THE NORTHWESTERLY LINE OF SAID "PARCEL 35", A DISTANCE OF 1025.93 FEET TO AN INTERSECTION WITH THE EASTERLY LINE OF A NORTHWESTERLY PROTRUSION OF AFORESAID "PARCEL 6"; THENCE S 36° 01' 14" E, ALONG SAID EASTERLY LINE, 62.78 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 300.00 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 23° 31' 07", A DISTANCE OF 123.14 FEET TO THE POINT OF TANGENCY; THENCE S 12° 30' 05" E, A DISTANCE OF 80.71 FEET TO AFORESAID NORTHERLY LINE OF "PARCEL 6"; THENCE N 77° 59' 42" E, ALONG SAID NORTHERLY LINE, 566.16 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 3114.04 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 24° 00' 00", A DISTANCE OF 1304.41 FEET TO A POINT OF TANGENCY; THENCE N 53° 59' 42" E, A DISTANCE OF 359.18 FEET TO THE POINT OF BEGINNING.

SAID PARCEL B CONTAINING 20.64 ACRES (MORE OR LESS)

PARCEL C

A PARCEL OF LAND IN SECTION 18, TOWNSHIP 45 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING A PORTION OF "PARCEL 35" AS DESCRIBED IN OFFICIAL RECORDS BOOK 1399, PAGE 1901, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AND BEING DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE SOUTH 1/4 CORNER OF SECTION 17, TOWNSHIP 45 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE RUN N 01° 00' 01" W, ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 17, ALSO BEING THE EAST LINE OF "PARCEL 35" AS DESCRIBED IN OFFICIAL RECORDS BOOK 1399, PAGE 1901, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, 2663.67 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE S

89° 30' 41" W, ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4, AND THE NORTH LINE OF SAID "PARCEL 35", A DISTANCE OF 2110.56 FEET; THENCE S 53° 57' 54" W, ALONG THE NORTHWESTERLY LINE OF SAID "PARCEL 35", A DISTANCE OF 1145.94 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 53° 57' 54" W, ALONG THE NORTHWESTERLY LINE OF SAID "PARCEL 35", A DISTANCE OF 654.96 FEET TO AN INTERSECTION WITH THE NORTHERLY LINE OF "PARCEL 6" OF THAT CERTAIN RELEASE GRANTED TO THE LEE COUNTY PORT AUTHORITY BY THE FEDERAL AVIATION ADMINISTRATION DATED JULY 12, 1990 AND A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 4743.66 FEET, THROUGH WHICH A RADIAL LINE PASSES BEARING N 20° 58' 38" W; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 07° 45' 57", A DISTANCE OF 642.96 FEET TO AN INTERSECTION WITH THE WESTERLY LINE OF A NORTHWESTERLY PROTRUSION OF AFORESAID "PARCEL 6"; THENCE N 12° 30' 05" W, ALONG SAID WESTERLY LINE, 80.87 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 180.00 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 23° 31' 09", A DISTANCE OF 73.89 FEET TO A POINT OF TANGENCY; THENCE N 36° 01' 14" W, 62.57 FEET TO THE POINT OF BEGINNING.

SAID PARCEL C CONTAINING 1.51 ACRES (MORE OR LESS)

By accepting this release, agrees to:

1. Deposit, immediately after the sale, \$2,050,000 based on its current FMV or an equivalent amount, into an identifiable interest bearing account currently paying the highest interest rate. The proceeds should remain in this account until utilized in accordance with FAA Order 5190.6B.
2. Maintain accurate records of expenditures from the account in accordance with accepted business practices, and for three (3) years after the approved project is completed, keep the records open for inspection by the FAA at any time.
3. Ensure that whoever the land is initially and subsequently conveyed to including the airport owner, they and their successors and assigns protect the rights and interests of the public in Southwest Florida International Airport and prevent any use of subject property that would constitute an airport hazard, including wildlife hazards.
4. Within 90 days, update the Airport Layout Plan and Exhibit "A" Property Map to reflect the new airport boundaries.

5. Ensure that they and their successors and assigns retain, for the use and benefit of the public, the right of flight for the passage of aircraft in the airspace above the surface of the subject property, the right for existing and future aircraft to generate noise in that airspace, and the right to use the airspace to land on or take off from the airport.
6. Ensure that they and their successors and assigns shall not permit/afford access from the subject property onto Southwest Florida International Airport property for aeronautical purposes.

In consideration of these premises, the FAA agrees to release the Airport Owner from the obligations, terms, and conditions of the existing grant agreements as of the date of this agreement as they may relate to the subject property.

Please indicate your acceptance of these conditions by signing and completing the bottom portion of this letter and the enclosed duplicate and returning one copy to our office.

Sincerely,



Rebecca Henry Harper
Acting Manager

1 Enclosure

Accepted for Lee County Port Authority

By: _____

Title: _____

Date: _____

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. **REQUESTED MOTION/PURPOSE:** Request Board award RFB #19-03, Sale of Surplus Real Property – Commerce Lakes Drive Parcel to 1227 Holdings, LLC, the sole bidder, in the amount of \$2,050,000.00 and recommend the Board of County Commissioners authorize the Chair or Vice-Chair to execute a real estate sales agreement and all necessary closing documents.
2. **FUNDING SOURCE:** N/A
3. **TERM:** N/A
4. **WHAT ACTION ACCOMPLISHES:** Authorize sale of approximately 22.14 acre Commerce Lakes Drive Parcel as surplus property following solicitation of competitive bids and receipt of May 2, 2019, Letter of Release (AIP Grant-Obligated Land), from the Federal Aviation Administration.

5. **CATEGORY:** 11.
Consent Agenda

6. **ASMC MEETING DATE:** 6/11/2019

7. **BoPC MEETING DATE:** 6/27/2019

8. AGENDA:

- CEREMONIAL/PUBLIC PRESENTATION
- CONSENT
- ADMINISTRATIVE

9. REQUESTOR OF INFORMATION:

(ALL REQUESTS)

NAME Gregory S. Hagen

DIV. Port Attorney

10. BACKGROUND:

On December 19, 2018, the Port Authority advertised Request for Bids (RFB) 19-03 seeking competitive bids for the Sale of Surplus Real Property, an approximately 22.14 acre Commerce Lakes Drive Parcel, located north of the Southwest Florida International Airport ("Airport"). The Parcel actually consists of two smaller parcels located on opposite corners of Commerce Lakes Drive and separated from the north side of the Airport by Daniels Parkway.

While the Parcel was acquired by Lee County as part of the original Airport land acquisition and has remained in the Airport lands inventory since its acquisition, Port Authority staff has determined it is not needed for aviation purposes and has been unsuccessful in leasing the Parcel for a non-aviation use. Staff has therefore requested and received a Letter of Release from the Federal Aviation Administration that releases the Parcel from the FAA's Grant Obligations and authorizes its sale as surplus property on certain conditions.

RFB 19-03 was advertised in accord with Section 125.35, Florida Statutes and federal law. On January 15, 2019, the Port Authority received a single bid from 1227 Holdings, LLC, in the amount of \$2,050,000.00. The bid amount exceeds the minimum bid amount set out in the Request for Bids and the most recent appraised value for the Parcel.

Staff recommends the Board award the bid to 1227 Holdings, LLC, and recommend the Board of County Commissioners

11. RECOMMENDED APPROVAL

<u>DEPUTY EXEC DIRECTOR</u>	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR <i>Jeffrey A. Mulder</i>
-----------------------------	------------------------------	-------	---------	---------------	--

12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:

- APPROVED
APPROVED as AMENDED
DENIED
OTHER

13. PORT AUTHORITY ACTION:

- APPROVED
APPROVED as AMENDED
DENIED
DEFERRED to
OTHER

Background (continued)

authorize the Chair or Vice-Chair to execute a Real Estate Sales Agreement, in substantially the attached form, together with all closing documents necessary to complete sale of the Parcel. The FAA Letter of Release will be presented for Board approval as a separate Agenda item.

Attachment: Request for Bids 19-03
Bid Tabulation Sheet
Official Bid Form – 1227 Holdings, LLC
Draft Real Estate Sales Agreement



**11000 Terminal Access Road
Suite 8671
Fort Myers, Florida 33913**

**REQUEST FOR BIDS
(RFB)**

RFB #19-03

FOR

**SALE OF SURPLUS REAL PROPERTY
COMMERCE LAKES DRIVE PARCEL
FORT MYERS, FL 33913**

DATED: December 19, 2018

PURCHASING OFFICE

Melissa M. Wendel, CPPO, Purchasing Manager

Toni Elias, Senior Purchasing Agent

TELEPHONE: (239) 590-4558

FAX NUMBER: (239) 590-4539

SUBMITTALS DUE: January 15, 2019, TIME: 2:00 P.M., LOCAL TIME



PART A – GENERAL INFORMATION AND CONDITIONS

DOCUMENT NO: RFB #19-03

LEGAL NOTICE TO BIDDERS

NOTICE IS HEREBY given that sealed bids will be received by the LEE COUNTY PORT AUTHORITY, sometimes referred to hereafter as "Port Authority," or "Authority," from all interested and qualified parties for the sale of a vacant parcel located on opposite corners of the intersection of Commerce Lakes Drive and Daniels Parkway, Fort Myers, Florida.

BID OPENING: TUESDAY, JANUARY 15, 2019, 2:00 P.M., CONFERENCE ROOM, THIRD (3RD) FLOOR, 11000 TERMINAL ACCESS ROAD, SUITE 8671, FORT MYERS, FL 33913-8899

Opening of the Bids will occur immediately thereafter in a Conference Room on the third (3rd) Floor. The Lee County Port Authority reserves the right to extend the time and date of the Bid Opening in its sole discretion, when deemed to be in the best interest of the Authority.

1. INSTRUCTIONS TO BIDDERS

1.1 DELIVERY OF BIDS

- (a) **The delivery of the bid to the Lee County Port Authority prior to the deadline is solely and strictly the responsibility of the Bidder.** The deadline for delivery of all bids is 2:00 p.m., local time, **January 15, 2019**. One (1) original and one (1) electronic copy in PDF format as a single file on a USB flash/travel drive of bid shall be delivered. *The original submittal will govern over USB flash/travel drive.* All bids must be sealed and marked: **RFB #19-03, SALE OF SURPLUS REAL PROPERTY – COMMERCE LAKES DRIVE PARCEL**. All bids must be delivered to the LEE COUNTY PORT AUTHORITY, PURCHASING OFFICE, third (3RD) FLOOR, SOUTHWEST FLORIDA INTERNATIONAL AIRPORT, 11000 TERMINAL ACCESS ROAD, SUITE 8671, FORT MYERS, FLORIDA 33913-8899.
- (b) Electronically submitted or faxed bids will not be considered.
- (c) For informational purposes, the Bidder is advised that the United States Postal Service and even Express Mail Services may not deliver your bid in a timely manner. Bidders are cautioned to plan necessary delivery time accordingly.
- (d) The delivery of said bid to the Lee County Port Authority (LCPA) - Purchasing Office prior to the time stated in the previous section is solely and strictly the responsibility of the bidder. The Lee County Port Authority Purchasing Office will not be responsible for delays caused by any delivery services that may be used or for any other reason. The Bidder is hereby directed to cause delivery of their bid prior to the bid opening time. The bid delivery deadline will be scrupulously observed. **Any bid received after the bid opening time will not be considered.**



1.2 MINIMUM OFFER

The Port Authority will only consider Bids that are above the appraised value of \$2,042,695.00 for the entire Commerce Lakes Drive Parcel. The entire parcel consists of approximately 22.1 +/- acres and has been appraised as two (2) separate parcels as follows: Northeast Corner of Commerce Lakes Drive and Daniels Parkway (also called Skyplex Parcel 11a), Appraisal Report dated November 15, 2017, and prepared by Valbridge Property Advisors; and the Northwest Corner of Commerce Lakes Drive and Daniels Parkway (also called parcel Skyplex Parcel 11b), Appraisal Report dated November 10, 2017, and prepared by Maxwell, Hendry, Simmons. Copies of the two appraisals are attached as Exhibits "A" and "B".

1.3 INQUIRIES/RESULTS

Except during a scheduled prebid meeting, the Authority will not respond to oral inquiries concerning this Request for Bids ("RFB"). Bidders may submit written, faxed, or email inquiries regarding this RFB addressed to the Lee County Port Authority, Attn: Toni Elias, Senior Purchasing Agent, 11000 Terminal Access Road, Suite 8671, Fort Myers, FL 33913-8899, via fax: (239) 590-4558, or email: taelias@flylcpa.com. The Authority may choose not to respond to written, faxed or email inquiries received after 2:00 pm, local time, **January 3, 2019**.

The Authority utilizes Public Purchase to distribute information/specifications/addenda/results. Interested individuals or firms may register to receive this information free of charge by registering at <https://www.publicpurchase.com/gems/register/vendor/register> or contacting Public Purchase Vendor Support at (801) 932-7000 or accessing the electronic link available from the Port Authority website www.flylcpa.com or by calling the Purchasing Office at (239) 590-4556. It shall be the responsibility of the bidder, prior to submitting their bid, to contact the Purchasing Office to determine if addenda to this RFB have been issued and, if issued, acknowledging and incorporating them into their bid. All results concerning this Request for Bids will be posted via Public Purchase or by contacting the Purchasing Office.

1.4 COST OF PREPARATION

The cost of preparing a Bid in response to this RFB shall be borne entirely by the bidder.

2. AMERICANS WITH DISABILITIES ACT NOTICE

The Lee County Port Authority will not discriminate against individuals with disabilities. Any person needing special accommodations for attendance at a public bid opening or prebid meeting should contact Toni Elias, Senior Purchasing Agent, Lee County Port Authority, Purchasing Office, taelias@flylcpa.com, (239) 590-4539, fax (239) 590-4539 at least seven (7) days before the meeting.

3. NONDISCRIMINATION CLAUSE

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, the Restoration Act of 1987, the Florida Civil Rights Act of 1992, and as said Regulations may be amended, the Contractor/Consultant must assure that *"no person in the United States shall on the basis of race, color, national origin, sex, creed or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under*



any program or activity,” and in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment.

The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

4. GENERAL CIVIL RIGHTS CLAUSE

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period though the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

5. SUBMITTAL OF BIDS

5.1 Submitted bids shall not be valid unless: sealed in an envelope marked "Sealed Bid"; identified by the name and address of the individual or firm bidding; project name; bid number; and the date and time of bid opening. Bids are to be accompanied by one (1) original and one (1) identical electronic copy in PDF format as a single file on a USB flash/travel drive of the following:

- Form 1 – Bidder’s Certification
- Form 2 – Official Bid Form
- Form 3 – Lobbying Affidavit
- Form 4 – Public Entity Crimes Form
- Form 5 – Bidder’s Scrutinized Companies Certification

5.2 A Bidder’s submittal will be considered a binding offer. The submission of a Bid shall be taken as prima facie evidence that the Bidder has familiarized itself with the contents of this RFB.

5.3 Bidders contracting in a corporate capacity must submit documentation from the Florida Department of State verifying that the entity is a Florida Corporation or other Florida business entity in good standing or is a foreign corporation which has registered and is authorized to do business in the State of Florida.

6. EXAMINATION OF SPECIFICATIONS:

Each bidder is required, before submitting a bid, to be thoroughly familiar with these specifications contained herein. No additional allowances will be made because of lack of knowledge of these specifications. Bidders shall fill in all information requested on the bid form.

7. DISQUALIFICATION

7.1 RESPONSIVE BIDS

The Lee County Port Authority reserves the right to reject, at its sole discretion, before or after opening, any bids that are determined to be nonresponsive.



The Lee County Port Authority may consider any bid informal, that is not prepared and submitted in strict accordance with the provisions of this Request for Bids, and may waive any minor informalities or irregularities, at its sole discretion.

The Lee County Port Authority also reserves the right to reject all bids in response to the Request for Bids, in its sole discretion.

7.2 AUTOMATIC DISQUALIFICATION

A bidder shall be disqualified from consideration for award under this bid, for any of the following reasons:

- Failure to submit bidder's Certification with bid Submittal
- Lobbying the Lee County Board of Port Commissioners, members of the Airports Special Management Committee, or employees of the Lee County Port Authority, individually or collectively, regarding this Port Authority Request for Bids
- Collusion with the intent to defraud or other illegal practices upon the part of any firm submitting a bid
- Being on the Convicted Vendors List
- Being on any Scrutinized Companies List or otherwise ineligible to submit a bid under Section 287.135, Florida Statutes
- Not being registered to do business in the State of Florida prior to submitting bid

The Port Authority, at its sole discretion, may request clarification or additional information to determine a bidder's responsiveness.

8. LOBBYING PROHIBITION

All interested parties are hereby given notice that the Lee County Port Authority, Board of Port Commissioners, members of the Airports Special Management Committee, all Lee County Port Authority employees (with the exception of the Purchasing Office personnel designated to receive requests for interpretations or corrections), do not wish to be lobbied, either individually or collectively regarding this Request for Bids. During the entire procurement process all firms, their partners, subcontractors, vendors and their agents are hereby placed on notice that they are not to contact any persons listed above for such purposes as holding meetings of introduction, dinners, etc., if they intend to submit or have submitted a bid for this project. All firms and their agents will be required to submit individual affidavits stating that they have not engaged in lobbying activities or prohibited contacts. **Any Person or Firm Contacting Individuals Mentioned Herein in Violation of this Warning Shall Automatically be Disqualified from Further Consideration.**

9. NOTICE REGARDING PUBLIC ENTITY CRIMES

Section 287.133(3)(a) F.S. requires the Authority to notify prospective Bidders of the provisions of Section 287.133(2)(a) F.S.

Section 287.133(2)(a) F.S. prohibits a person or affiliate who has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime from:

- a. Contracting to provide goods or services to a public entity.
- b. Submitting a bid on a contract for construction or repair of a public building or public work.



- c. Submitting bids on leases of real property to a public entity.
- d. Being awarded or performing work as a contractor, supplier, subcontractor or consultant under a contract with any public entity in excess of twenty-five thousand dollars (\$25,000).

The prohibitions listed above apply for a period of thirty-six (36) months from the date a person or an affiliate is placed on the convicted vendor list.

10. SCRUTINIZED COMPANIES UNDER SECTION 287.135, FLORIDA STATUTES

Notwithstanding any provision of this RFB to the contrary, Authority will have the option to immediately terminate any Real Estate Sales Agreement, in the exercise of its sole discretion, if Bidder is found to have submitted a false certification under Section 287.135(5) F.S. or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created under Section 215.473 Florida Statutes; is engaged in business operations in Cuba or Syria; or, has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

The Bidder certifies, by submission of the certification attached as Form 5, that it is not listed on any Scrutinized Companies Lists described above; is not engaged in business operations in Cuba or Syria; is not engaged in a boycott of Israel and is not barred from submitting a bid or proposal under Section 287.135, Florida Statutes.

- 11. The Lee County Port Authority shall not be responsible for any cost incurred by any bidder in the preparation of these bid documents or bid.
- 12. All blanks on the bid must be completed in ink or by typewriter.
- 13. Where bid documents have erasures or corrections, such erasures or corrections must be initialed in ink by the bidder.
- 14. The Lee County Port Authority may cancel the Real Estate Sales Agreement upon giving thirty (30) days written notice to the bidder at its discretion.

15. PUBLIC RECORDS

Information and materials received by the Port Authority shall be deemed to be public records subject to public inspection upon the issuance of a notice to award, recommendation for award, or thirty (30) days after bid opening, whichever occurs first. However, certain exemptions to the public records laws are statutorily provided for in Section 119.07. If the bidder/Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Bidder/Proposer must specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. The Port Authority's determination of whether an exemption applies shall be final.

16. RIGHT TO PROTEST

Any bidder affected adversely by an intended decision with respect to the award of any bid shall file, with the Purchasing Office for the Lee County Port Authority, a written notice of intent to file a protest not later than forty-eight (48) hours (excluding Saturdays, Sundays, and legal holidays) after receipt of the notice of the intended decision with respect to a bid award. In those instances where the bidder with the highest bid is not selected, the same time frame to file a protest shall apply. For the purpose of computation, the initial notice of intent to file a protest shall be received by the Purchasing Manager, or designee, not later than four o'clock (4:00) p.m., on the second working day following the day of receipt of notice of the intended decision.



The initial notice of intent to file a protest shall state the basis of the protest and clearly indicate that its purpose is to serve as the initial notice of intent to file a bid protest. Failure to so clearly indicate bidder's intent shall constitute a waiver of the right to seek any remedy provided under the bid protest procedure.

The formal, written protest must be filed within five (5) Port Authority workdays after the date of filing of the initial notice of intent to file protest.

Details regarding the bid protest policy are contained within the Lee County Port Authority Purchasing Manual, which is available for inspection and/or copying at the Lee County Port Authority Purchasing Office, 11000 Terminal Access Road, Suite 8671, 3rd Floor, Fort Myers, Florida, 33913, telephone (239) 590-4558.

Failure to follow the Bid Protest Procedure requirements within the time frames prescribed herein as established by Lee County Port Authority shall constitute a waiver of your protest and resulting claims.

17. PAYMENT

Pursuant to the terms of any Real Estate Purchase Agreement, Attachment 1, awarded under this Request for Bids, the accepted bid purchase price must be paid to the Port Authority in full at closing.

18. COMPLIANCE WITH STATE AND FEDERAL REQUIREMENTS

To the extent the parcel offered for sale under this RFB was acquired in whole or in part by Federal or State grant funds, all requirements set forth in the grant documents or in the law, rules, and regulations governing the grant, including federal or state cost principles, shall be satisfied. To the extent that they differ from those of the Port Authority, the cost principles of the grantor shall be used.

19. BASIS OF AWARD

The bidder offering the highest bid for the entire specified parcel that meets all requirements of the Port Authority's Request for Bids will have the opportunity to negotiate a real estate sales agreement - Attachment 1, for the entire parcel.

20. WITHDRAWAL OR REVISION OF BIDS

Bids may be withdrawn by written or electronic (email) request at any time prior to bid opening if dispatched by the Bidder in time for delivery prior to the time fixed for the opening of Bids. Negligence on the part of the Bidder in preparing the Bid confers no right of withdrawal or modification after the Bid has been opened, at the appointed time and place by the Lee County Port Authority. Any such withdrawn Bid shall not be resubmitted. Bids will be in force for a period of one hundred-eighty (180) days after the opening date.

21. PUBLIC OPENING OF BIDS

Bids shall be opened, and read publicly at the time and place specified in the advertisement or request for bids. Port Authority reserves the right to extend this date and time at Port Authority's sole discretion. Bidders, their authorized agents and other interested persons are invited to attend the bid opening. Bids that have been properly withdrawn (by written request) prior to the scheduled opening time or received after the time specified for opening bids shall be returned to the bidder unopened.

22. REJECTION OF BIDS

The Port Authority, in its sole discretion, reserves the right to reject any or all bids; accept or reject any or all alternates; waive technicalities, if such waiver, in the sole judgment of the Port Authority, is in the best interest of the Port Authority and conforms to applicable state and local laws or regulations pertaining to the letting of contracts; or advertise for new bids; to make inquiries and request clarifications of any bid; or proceed with the work otherwise. All such actions shall promote the best interest of the Port Authority.



23. EXECUTION OF REAL ESTATE SALES AGREEMENT

Upon receiving notice of the Port Authority’s intent to accept its bid, the successful bidder(s) shall have thirty (30) calendar days to negotiate, execute and return a Real Estate Sales Agreement, Attachment 1, in the form acceptable to the Port Authority, along with a purchase price deposit as described below. Failure of the successful bidder to execute the Agreement and provide an acceptable deposit within the thirty (30) days from the date the notice is delivered shall be just cause for cancellation of the award.

Upon receipt of the agreement executed by the successful bidder, the Port Authority shall submit the agreement to the Port Authority Board of Port Commissioners for approval, and to the Board of County Commissioners for concurrence, and then complete execution of the agreement in accordance with local laws or ordinances, and return one fully executed original agreement, to the bidder. Delivery of the fully executed agreement to the bidder shall constitute the Port Authority’s approval to be bound by the successful bidder's bid and the terms of the Agreement.

Until the Port Authority's final execution and delivery of the Agreement, the Port Authority reserves the right to reject any or all bids, to waive technicalities and to advertise for new bids, or to proceed to do the work otherwise when the best interests of the Port Authority will be promoted. The Port Authority reserves the right to cancel the award without incurring liability to the bidder (except Port Authority's return of deposit, if appropriate) at any time before an Agreement has been fully executed by all parties and is approved by the Port Authority.

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PART B – SPECIAL INSTRUCTIONS AND REQUIREMENTS

All bidders are asked to carefully review the bid documents to become familiar with what is required and to review all forms addressed below.

1. **Conditions of Sale**

The sale and conveyance of this subject property is contingent upon the following:

- Approval of the sale and the Real Estate Sales Agreement by the Lee County Port Authority Board of Commissioners and the Lee County Board of Commissioners.
- FAA approval of the sale and release of the parcel as Surplus Property, subject to such conditions as the FAA may require. Purchaser must also agree to comply with any FAA conditions of the release, which will be incorporated into any sales agreement.
- Reservation by the Port Authority of Avigation and Aircraft over-flight rights above the surface of the subject property by the purchaser for all aircraft landing, taking off or operating in the vicinity of the Southwest Florida International Airport, including the right to generate noise in that airspace.
- Purchaser and its successors and assigns will restrict the height of structures, objects of natural growth, and other obstructions on the subject parcel to a height that complies with Federal Aviation Regulations, Part 77, applicable Florida Statutes, and the Lee County Land Development Code.
- Purchaser and its successors and assigns will not allow any use of the subject parcel that will interfere with the takeoff or landing of any aircraft at the Southwest Florida International Airport or constitute an airport hazard.
- Purchaser and its successors and assigns will not permit access from the subject parcel onto Airport property for any aeronautical purpose.
- Use of the subject parcel will be restricted to uses that are compatible with the noise levels generated by aircraft using the Airport.
- The subject parcel is offered for sale on an “as is” basis. No actual or implied warranties of habitability, condition, merchantability or fitness for any general or specific use are hereby given.

2. **Real Estate Sales Agreement**

- The execution of a Real Estate Sales Agreement, in substantially the attached form, by the successful Bidder shall be required for presentation to the Lee County Board of Port Commissioners.

3. **Conveyance**

- Conveyance of title shall be without warranties and in the form of a County Deed pursuant to Section 125.411 Florida Statutes. The property is subject to any easements, restrictions, reservations and rights of record.



4. **Brokerage Commission**

- The Port Authority is not being represented by a salesperson or broker in this transaction. The Bidder may be represented by a single agent broker; provided, however, that the Port Authority shall not be responsible for the payment of any real estate commission.

5. **Deposit**

- The successful bidder's executed real estate sales agreement must be accompanied by a deposit of U.S. dollars in the form of a certified check or cashiers check (made out to the Lee County Port Authority), a bid bond (in a form acceptable to the Port Authority) or cash in the amount of ten percent (10%) of the total amount bid. The Port Authority will have the right to retain as its own, such deposit, if the Bidder fails or refuses to complete the purchase per the specifications. The deposit shall be held by the Port Authority pending completion of sale.

6. **Due Diligence**

- Interested parties are encouraged to complete their own due diligence, including a site inspection prior to submitting a Bid. Failure to do so will be at the Bidder's risk. This specification was prepared with the best information available; however no warranties shall be implied.

7. **Buyer's Responsibilities**

- The successful bidder shall have ninety (90) days, or such other time as the parties may negotiate, following execution of the purchase agreement to complete the transfer process, pay the remainder of the purchase price, and all closing costs.

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PART C - PARCEL INFORMATION

RFB 19-03, SALE OF SURPLUS REAL PROPERTY COMMERCE LAKES DRIVE PARCEL

The Lee County Port Authority (“Authority”) invites the submission of Bids from all interested and qualified parties for the sale of a vacant parcel located at Commerce Lakes Drive, Fort Myers, Florida.

Parcel Name/Location:

The subject property is a 22.1 +/- acre parcel. The parcel is located 1,900 feet east of Gateway Boulevard and has approximately 3,000 feet of frontage on the north side of Daniels Parkway and is divided by Commerce Lakes Drive.

Site Description:

The parcel is vacant and divided with 20.6 acres to the east of Commerce Lakes Drive and 1.5 acres to the west. Commerce Lakes Drive, which serves as the access road to the adjacent Worthington Commerce Park, is in alignment with an existing curb cut in the Daniels Parkway median. Worthington Commerce Park is zoned Mixed Use Planned Development (MPD), which would allow industrial, office and retail development.

Land Use:

The Lee County Comprehensive Plan (2018 Lee Plan) designates the Existing Land Use as “Government” and the Future Land Use as “Airport”. If sold, the purchaser of this property will need to amend the Lee Plan to remove this parcel from “Government” and “Airport” Existing and Future Land Uses, respectively. The Federal Aviation Administration (FAA) Airport Layout Plan (ALP) approved on August 30, 2011, shows this area as Non-Aviation Support.

Zoning:

This parcel, as well as the rest of Airport property, is currently zoned Airport Operations Planned Development (AOPD) as approved by Zoning Resolution Z-14-030. This property is identified as Parcel 11 (a and b) on the Master Concept Plan and is designated for Commercial/Retail, Office, and Industrial. The currently approved Schedule of Uses with acceptable uses highlighted, is attached as Exhibit “C”. Any proposed changes in use would need to be submitted to Lee County and approved by the County through a rezoning application. Additionally, if the property is sold, the purchaser will be responsible for removing it from the AOPD zoning designation and updating the Master Concept Plan prior to any development. A minimum of six months should be expected for the rezoning process.

Permitting:

This parcel is currently undeveloped. It will be necessary to obtain local, state and federal permits if development is proposed. Required permits may include, but are not limited to, South Florida Water Management District (SFWMD), Lee County, U.S. Army Corps of Engineers (ACOE), U.S. Fish and Wildlife Service (USFWS), Florida Fish and Wildlife Conservation Commission (FFWC), Florida Department of Environmental Protection (FDEP), FAA and Florida Department of Transportation (FDOT) approvals. A minimum of six months should be expected for the permitting process if no wetland impacts are proposed. If wetland impacts are proposed, the permitting process is estimated to be approximately 18-24 months.

Tall Structures:

Depending on the height and location of proposed structures, the purchaser may need to submit an application to the FAA to determine the airspace impacts of any permanent structures and temporary construction equipment (cranes). A Port Authority airspace notification map is attached as Exhibit “D”. This map is in no way intended to authorize



or suggest allowable heights. However, it does serve as a guide and shows that permanent structures or temporary equipment greater than 50'-75' would need to be analyzed for potential airspace impacts.

Environmental:

Topography - The parcel is estimated to contain 13.29± acres of uplands, 8.65± acres of wetlands, and 0.16± acres of other surface waters (see FLUCFCS map attached). The wetlands consist of freshwater marsh with wax myrtle and melaleuca encroachment. The majority of the wetland extends off-site to the north. The approximate ground elevation (excluding wetlands) is 26± feet NGVD.

Noise Overlay Zone – The current noise zone is Airport Zone A/Airport Property. This would need to be changed/addressed if the property is sold.

Drainage - The parcel predominantly drains to the onsite wetlands. However, there is a remaining portion of a drainage ditch that had a southern terminus into a wetland on the south side of Daniels Parkway. The ditch was severed as a result of the Daniels Parkway extension.

Utilities:

Water –Lee County Utilities (LCU) has a 16” water main on the south side of Daniels Parkway that extends easterly up to the point where it crosses Daniels Parkway at the west property line of the Gateway PUD. The Gateway Services District ties into the 16” main at its easterly terminus with a 12” line, which provides water for the entire Gateway PUD. There is an existing 16” water main that runs along the front of the former terminal curb that continues to Fuel Farm Road where it has been extended to run northward along Fuel Farm Road to the north side of Daniels Parkway where it ties back into the Gateway system. This 16” extension has the capacity to provide potable water to the future Airport development (Skyplex) along Daniels Parkway. The distance from the parcel in question to the proposed 16” extension would be approximately 1100 feet.

Sewer/Septic – The adjacent development, Worthington Commerce Park, has a gravity sewer system that runs along Commerce Lakes Drive. The closest sewer manhole to the Airport’s subject parcel is approximately three hundred feet. There is also a LCU 24” force main that runs along the south side of Daniels Parkway that is approximately three hundred feet away.

Electric:

FPL power lines run along the subject parcel’s northern and eastern property lines.



PART D – FORMS Note: These forms must be submitted with the Bid submittal.

FORM 1 - BIDDER’S CERTIFICATION

I have carefully examined this Port Authority Bid (RFB 19-03) which includes scope, requirements for submission, general information and the evaluation and award process.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid.

Addendum # _____ Date: _____ Addendum # _____ Date: _____
 Addendum # _____ Date: _____ Addendum # _____ Date: _____

I hereby propose to purchase the entire parcel that is the subject of this Request for Bids. I agree to hold pricing for at least 180 days so that the Authority will have time to properly evaluate this bid and obtain any necessary FAA, Board of Port Commissioners, and Board of County Commissioners approvals to sell the subject parcel. I agree that the Authority terms and conditions (<http://www.flylcpa.com/purchasing/>) herein shall take precedence over any conflicting terms and conditions submitted with the bid and agree to abide by all conditions of this document.

I certify that all information contained in the bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the company below (if applicable) as its agent and that the company is ready, willing and able to perform if awarded a contract.

I further certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, company, or corporation submitting a bid for the same product or service; no officer, employee or agent of the Port Authority or of any other Company who is interested in said bid; and that the undersigned executed this Bidder’s Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

 NAME OF BUSINESS

 MAILING ADDRESS

 AUTHORIZED SIGNATURE

 CITY, STATE & ZIP CODE

 NAME, TITLE, TYPED

 TELEPHONE NUMBER / FAX NUMBER

 FEDERAL IDENTIFICATION #

 EMAIL ADDRESS

State of: _____

County of: _____

This foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, who is personally known to me or produced _____ as identification.

 Signature of Notary

 Serial/Commission No.



FORM 2 - OFFICIAL BID FORM

BID NO. **RFB 19-03**

BIDDER'S NAME: _____

DATE: JANUARY 15, 2019

TIME: 2:00 P.M. LOCAL TIME

Purchasing
Lee County Port Authority
Southwest Florida International Airport
11000 Terminal Access Road, Suite 8671
Fort Myers, Florida 33913

Ladies/Gentlemen:

The Undersigned, hereinafter called "BIDDER," having become familiar with the local conditions, nature, and condition of the parcel offered for sale, and having examined carefully the bid documents, including but not limited to, General Information and Conditions, Special Instructions and Requirements, and the Parcel Information, and having fulfilled the bid requirements herein, hereby offer the following price to purchase the subject parcel in full in accordance with the terms of this Request for Bids and within the time limits specified herein for the sale of:

SURPLUS REAL PROPERTY – COMMERCE LAKES DRIVE PARCEL

in full accordance with the specifications prepared in accordance with the Port Authority Request for Bids, and all other documents related thereto on file in the Purchasing Office and, if awarded the contract, to negotiate and execute a Real Estate Sales Agreement within the time limits specified for the total bid price awarded, which is based on the following bid schedule:

BID OFFERED:

A. Purchase Price:	\$ _____

(written)	

B. Provide A Summary of proposed usage (Required by FAA): _____



FORM 3: LOBBYING AFFIDAVIT

STATE OF: _____

COUNTY OF: _____

_____,
being first duly sworn, deposes and says that he or she is the (sole owner) (general partner) (joint venture partner) (president) (secretary) or (authorized representative) (circle one) of _____ (bidder), maker of the attached bid and that neither the bidder nor its agents have lobbied to obtain an award of the Agreement required by this Port Authority Bid from the Lee County Board of Port Commissioners, members of the Airports Special Management Committee, or employees of the Lee County Port Authority, individually or collectively, regarding this Port Authority Bids. The prospective bidder further states that it has complied with the federal regulations concerning lobbying activities contained in 31 U.S.C. 1352 and 49 CFR Part 20 and the Lee County Lobbying Ordinance, No. 03-14.

AFFIANT

The foregoing instrument was acknowledged before me on _____,
by _____ (name of person, officer or agent, title of officer or agent), of _____ (corporation or partnership, if applicable), a _____ (State of incorporation or partnership, if applicable), on behalf of the _____ (Corporation or partnership, if applicable). He/She is personally known to me or has produced _____ as identification.

Signature of person taking acknowledgment

Name typed, printed, or stamped

(Title or rank)

Signature of Notary (Serial or Commission No.)

NOTE: THIS FORM IS REQUIRED FROM ALL BIDDERS



FORM 4: PUBLIC ENTITY CRIMES FORM

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a) FLORIDA STATUTES

A person, affiliate, or corporation who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a bidder, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

The bidder certifies by submission of this form that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal entity, department or agency.

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

BIDDER'S NAME: _____



FORM 5: BIDDER’S SCRUTINIZED COMPANIES CERTIFICATION

Bidder/Proposer/Consultant hereby certifies under penalties of perjury as of the date of this bid, proposal or letter of qualifications to provide goods and services to the Lee County Port Authority that it has not been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as defined in Section 287.135, Fla. Stat., is not engaged in business operations in Cuba and Syria; and will not engage in “Boycott Israel” activities, as defined in Section 215.4725 (1)(a) Fla. Stat. (2016) that result in bidder being placed on the Scrutinized Companies that Boycott Israel List created after October 1, 2016 and during the term of any contract awarded under this request for bids.

I further certify that I am duly authorized to submit this certification on behalf of the company as its agent and that the company is ready, willing and able to perform if awarded a contract.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT FALSIFICATION OF THIS CERTIFICATION MAY RESULT IN TERMINATION OF THE CONTRACT, DEBARMENT OF THE COMPANY FROM SUBMITTING A BID OR PROPOSAL FOR A PERIOD OF THREE (3) YEARS FROM THE DATE THE CERTIFICATION IS DETERMINED TO BE FALSE, CIVIL PENALTIES, AND THE ASSESSMENT OF ATTORNEY’S FEES AND COSTS AGAINST THE COMPANY. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Signature]

Notary Public
State of _____
County of _____

Sworn to and subscribed before me this _____ day of _____, 20_____,
by _____ who produced the following as identification
_____ (Type of identification) or is personally known to me. My Commission
Expires_____.

[stamp or seal]

[Signature of Notary Public]

[Typed or printed name]

EMAIL (If Available)

EXHIBIT "A"

APPRAISAL REPORT

VALBRIDGE PROPERTY ADVISORS

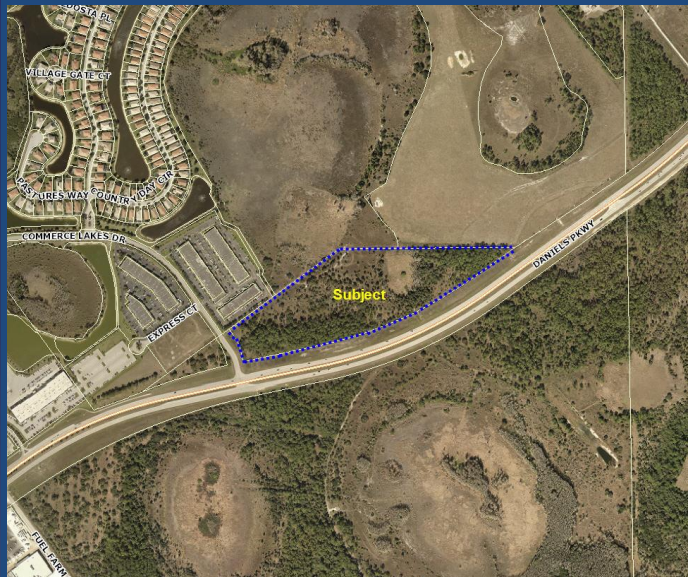


Valbridge
PROPERTY ADVISORS

Appraisal Report

Parcel P11a
NEC of Daniels Pkwy & Commerce Lakes Dr
Fort Myers, Lee County, Florida 33913

Report Date: November 15, 2017



FOR:

Lee County Port Authority
Mr. Ed Moran, Esq.
Director of Properties
11000 Terminal Access Rd. #8671
Fort Myers, FL 33913

Client Reference: Parcel P11a

Valbridge Property Advisors | Southwest Florida

2240 Venetian Court
Naples, FL 34109
(239) 514-4646 phone
(239) 514-4647 fax
valbridge.com

Valbridge File Number:
FL01-2017-1077



2240 Venetian Court
Naples, FL 34109
(239) 514-4646 phone
(239) 514-4647 fax
valbridge.com

November 15, 2017

Christopher M. DelPo, MAI
cdelpo@valbridge.com

Mr. Ed Moran, Esq.
Director of Properties
Lee County Port Authority
11000 Terminal Access Rd. #8671
Fort Myers, FL 33913

RE: Appraisal Report
Parcel P11a
NEC of Daniels Pkwy & Commerce Lakes Dr
Fort Myers, Lee County, Florida 33913

Dear Mr. Moran, Esq.:

In accordance with your request, we have performed an appraisal of the above referenced property. This appraisal report sets forth the pertinent data gathered, the techniques employed, and the reasoning leading to our value opinions. This letter of transmittal is not valid if separated from the appraisal report.

The subject property, as referenced above, is located at the northeast corner of Daniels Pkwy and Commerce Lakes Dr, about 4.5 east of the I-75 highway interchange and is further identified as part of Assessor's Parcel Number (APN) 19-45-26-00-00002.0000. The subject is an estimated 20.64 acre larger parcel identified as Parcel P11a, which for the purposes of this valuation has been subdivided into sub parcel A (0.90 acres), sub parcel B (6.27 acres), and sub parcel C (13.47 acres). The property is unimproved, vacant land that is designated as non-aviation support land area and located within an area identified as North of Runway 6/24 Proposed Parcels. The land is zoned as part of the Southwest Florida International Airport AOPD (Airport Operations Planned Development) and permitted for development of commercial/retail, office, and-or industrial uses. Per client instruction, valuation of the subject larger parcel has been subdivided into three valuation scenarios, more specifically being an estimation of fair market ground rent values for the following: 1) Sub parcel A (0.90 acres); 2) Sub parcels A & B (7.17 acres); and 3) Sub parcels A, B & C (entire 20.64 acres).

We developed our analyses, opinions, and conclusions and prepared this report in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation; the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute; and the requirements of our client as we understand them.

The client in this assignment is Lee County Port Authority and the intended user of this report is Lee County Port Authority c/o Edward Moran and no others. The intended use is to assist the client in an internal analysis and no other use. The value opinions reported herein are subject to the definitions, assumptions and limiting conditions, and certification contained in this report.

The acceptance of this appraisal assignment and the completion of the appraisal report submitted herewith are subject to the General Assumptions and Limiting Conditions contained in the report. The findings and conclusions are further contingent upon the following extraordinary assumptions and/or hypothetical conditions which might have affected the assignment results:

Extraordinary Assumptions:

- Information regarding the property was obtained from the client, aerial maps, Lee County Public records online documentation, as well as other online records, which we have relied upon and is an extraordinary assumption of this report.
- Physical observation of the subject property was limited to perimeter viewings from the street. The subject land is unimproved, vacant land that is heavily wooded and mostly inaccessible. For the purposes of our analysis, we have relied on aerial photography, public records, client information, as well as online information for characteristics and descriptions of the property, which are assumed accurate.
- Per the client, the subject property, identified as Parcel P11a, is a larger parcel and is comprised of about 20.64 acres, which we assume to be accurate.
- Per the client, portions of the subject property are identified for potential development of the Fort Myers Brewery, which is assumed a legal and conforming use.
- For the purpose of this analysis, we assume that future access to the site will be readily and easily available.
- We assume that access to public utilities is available to the site.
- According to the client provided Environmental Assessment & Protected Species Survey Report, performed by Bearpaws Environmental Consulting, Inc. and dated October 2017, portions of the subject property have been identified as wetlands, estimated at 12.66 acres. For purposes of this analysis, we have identified and refer to this as Wetlands Study A. We were also advised by the client of a separate, differing study that identifies 9.40 acres of wetlands on the property, which is supported by the client provided Overall AOPD FLUCFCS Map, performed by Johnson Engineering, dated August 2015, as well as a previous appraisal report, provided by the client, and performed by Maxwell, Hendry, and Simmons Real Estate Appraisers & Consultants, dated February 2016. We have identified these findings as Wetlands Study B. For this analysis, we have considered and weighed each study equally in order to estimate the amount of subject wetlands. We assume this information to be accurate and reserve the right to modify this report and-or valuation if found otherwise.
- We have assumed that the subject wetlands require mitigation prior to development, which is an extraordinary assumption of this report. If found to be otherwise, we reserve the right to modify this report and-or opinions of value.

Hypothetical Conditions:


- We assume that the subject sub parcels A, B & C can be legally separated from the larger, parent parcel, which is a hypothetical condition of this report.

Based on the analysis contained in the following report, our value conclusions are summarized as follows:

Value Conclusions

As Is	Sub Parcel A Range	Sub Parcel A & B Range	Sub Parcels A, B, & C Range
Property Rights Appraised	Fee Simple	Fee Simple	Fee Simple
Effective Date of Value	19-Oct-17	19-Oct-17	19-Oct-17
Land Size (SF)	39,204	312,325	899,078
Market Value Range	\$125,000 to \$135,000	\$915,000 to \$975,000	\$1,765,000 to \$1,945,000
Market Value Range per sq ft	\$3.19 to \$3.44	\$2.93 to \$3.12	\$1.96 to \$2.16
Fair Market Rent - Non-Aviation Ground Lease	\$0.23 to \$0.25	\$0.21 to \$0.23	\$0.19 to \$0.21
Annual Market Rent	\$9,017 to \$9,801	\$65,588 to \$71,835	\$170,825 to \$188,806
Fair Market Rent (Annual, Rounded)	\$9,000 to \$10,000	\$66,000 to \$72,000	\$171,000 to \$189,000
% of Market Rent to Market Value	7.20% to 7.41%	7.21% to 7.38%	9.69% to 9.72%

Respectfully submitted,
Valbridge Property Advisors | Southwest Florida



Christopher M. DelPo, MAI
State-Certified General Real Estate Appraiser
Florida License #RZ3483
License Expires 11-30-2018



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Table of Contents

Cover Page	
Letter of Transmittal	
Table of Contents	i
Summary of Salient Facts	ii
Aerial and Front Views.....	iv
Location Map	vi
Introduction.....	1
Scope of Work	5
Regional and Market Area Analysis.....	7
City and Neighborhood Analysis	13
Site Description	18
Subject Photos.....	28
Assessment and Tax Data	30
Market Analysis	32
Highest and Best Use.....	43
Land Valuation.....	45
Market Rent Analysis	79
Valuation Summary	84
General Assumptions and Limiting Conditions	85
Certification – Christopher M. DelPo, MAI.....	92
Certification – Geri F. Armalavage, MAI, CBA, CVA, CMEA.....	93
Addenda	95
Subject Photographs.....	96
Wetlands Study A (Excerpt)	97
Wetlands Study B (Excerpt).....	98
Glossary	99
Qualifications	105
Valbridge Property Advisors Information / Office Locations	109

Summary of Salient Facts

Property Identification

Property Name	Parcel P11a
Property Address	NEC of Daniels Pkwy & Commerce Lakes Dr Fort Myers, Lee County, Florida 33913
Latitude & Longitude	26.559757, -81.742852
Census Tract	401.16
Tax Parcel Number	Portion of 19-45-26-00-00002.0000
Property Owner	Lee County

Site

Zoning	Airport Operations Planned Development (AOPD)
FEMA Flood Map No.	12071C0475F
Flood Zone	Zone X
Uplands Area	9.240 acres
Wetlands Area	11.400 acres (reconciled)
Total Gross Land Area	20.640 acres
Total Gross Land Area (SF)	899,078 sf

Valuation Opinions

Highest & Best Use - As Vacant	Commercial development
Reasonable Exposure Time	6 to 12 months
Reasonable Marketing Time	6 to 12 months

Value Conclusions

As Is	Sub Parcel A Range	Sub Parcel A & B Range	Sub Parcels A, B, & C Range
Property Rights Appraised	Fee Simple	Fee Simple	Fee Simple
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Fair Market Rent (Annual, Rounded)	\$9,000 to \$10,000	\$66,000 to \$72,000	\$171,000 to \$189,000
% of Market Rent to Market Value	7.20% to 7.41%	7.21% to 7.38%	9.69% to 9.72%

Our findings and conclusions are further contingent upon the following extraordinary assumptions and/or hypothetical conditions which might have affected the assignment results:

Extraordinary Assumptions:

- Information regarding the property was obtained from the client, aerial maps, Lee County Public records online documentation, as well as other online records, which we have relied upon and is an extraordinary assumption of this report.
- Physical observation of the subject property was limited to perimeter viewings from the street. The subject land is unimproved, vacant land that is heavily wooded and mostly

inaccessible. For the purposes of our analysis, we have relied on aerial photography, public records, client information, as well as online information for characteristics and descriptions of the property, which are assumed accurate.

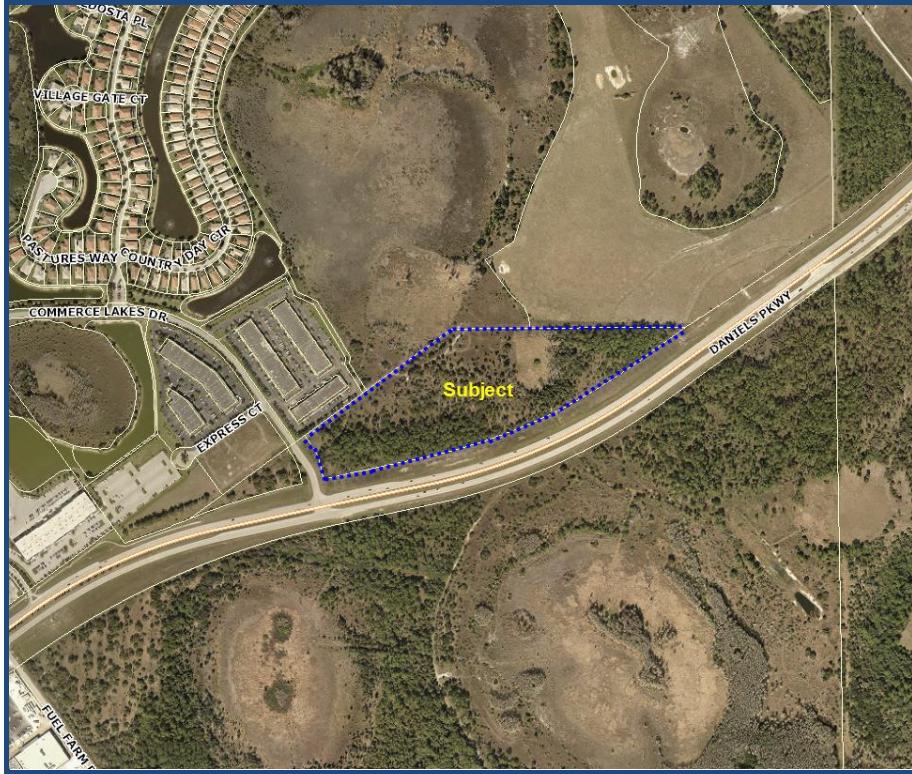
- Per the client, the subject property, identified as Parcel P11a, is a larger parcel and is comprised of about 20.64 acres, which we assume to be accurate.
- Per the client, portions of the subject property are identified for potential development of the Fort Myers Brewery, which is assumed a legal and conforming use.
- For the purpose of this analysis, we assume that future access to the site will be readily and easily available.
- We assume that access to public utilities is available to the site.
- According to the client provided Environmental Assessment & Protected Species Survey Report, performed by Bearpaws Environmental Consulting, Inc. and dated October 2017, portions of the subject property have been identified as wetlands, estimated at 12.66 acres. For purposes of this analysis, we have identified and refer to this as Wetlands Study A. We were also advised by the client of a separate, differing study that identifies 9.40 acres of wetlands on the property, which is supported by the client provided Overall AOPD FLUCFCS Map, performed by Johnson Engineering, dated August 2015, as well as a previous appraisal report, provided by the client, and performed by Maxwell, Hendry, and Simmons Real Estate Appraisers & Consultants, dated February 2016. We have identified these findings as Wetlands Study B. For this analysis, we have considered and weighed each study equally in order to estimate the amount of subject wetlands. We assume this information to be accurate and reserve the right to modify this report and-or valuation if found otherwise.
- We have assumed that the subject wetlands require mitigation prior to development, which is an extraordinary assumption of this report. If found to be otherwise, we reserve the right to modify this report and-or opinions of value.

Hypothetical Conditions:

- We assume that the subject sub parcels A, B & C can be legally separated from the larger, parent parcel, which is a hypothetical condition of this report.

Aerial and Front Views

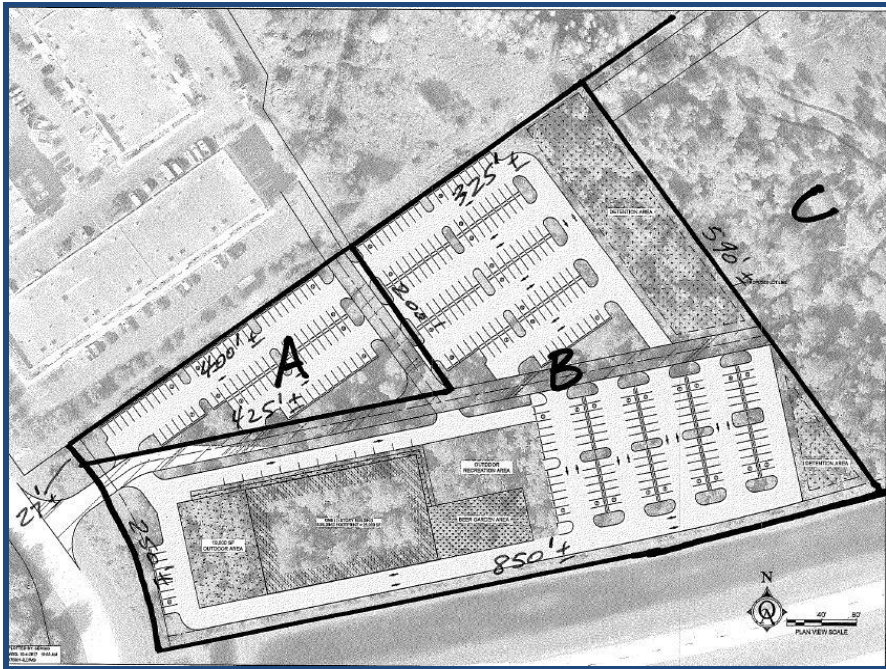
AERIAL VIEWS



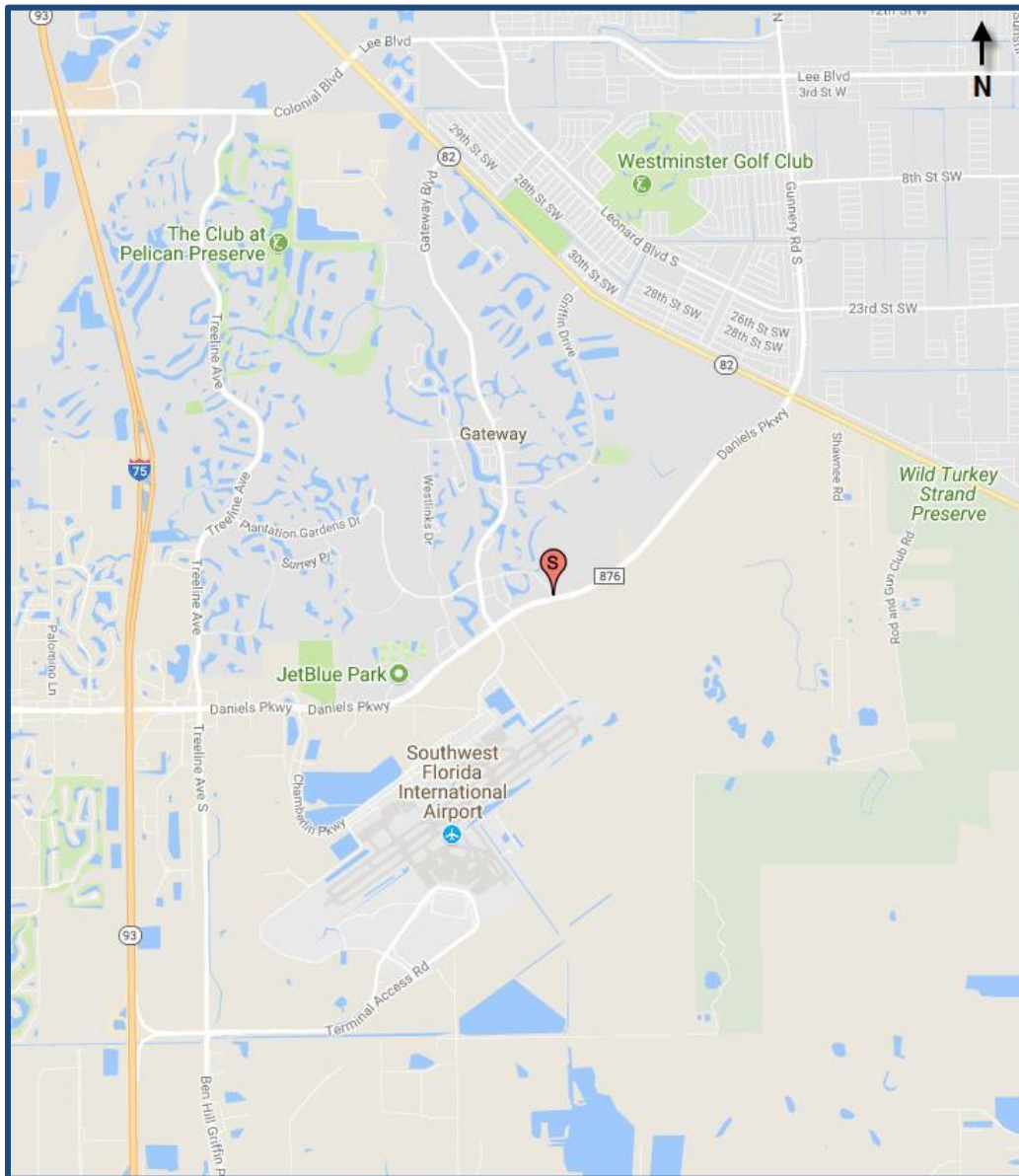
GROUND LEVEL VIEW



PARCEL SUBDIVISION



Location Map



Introduction

Client and Intended Users of the Appraisal

The client in this assignment is Lee County Port Authority and the intended user of this report is Lee County Port Authority c/o Edward Moran and no others.

Intended Use of the Appraisal

The intended use of this report is to assist the client in an internal analysis and no other use.

Real Estate Identification

The subject property is located at the NEC of Daniels Pkwy & Commerce Lakes Dr, Fort Myers, Lee County, Florida 33913. The subject property is further identified as part of Assessor Parcel Number 19-45-26-00-00002.0000. The subject is an estimated 20.64 acre larger parcel identified as Parcel P11a, which for the purposes of this valuation has been subdivided into sub parcel A (0.90 acres), sub parcel B (6.27 acres), and sub parcel C (13.47 acres). The property is unimproved, vacant land that is designated as a non-aviation support land area and located within an area identified as North of Runway 6/24 Proposed Parcels. The land is zoned as part of the Southwest Florida International Airport AOPD (Airport Operations Planned Development) and permitted for development of commercial/retail, office, and-or industrial uses. Per client instruction, valuation of the subject larger parcel has been subdivided into three valuation scenarios, more specifically being estimated ground rent values as follows: 1) Sub parcel A (0.90 acres); 2) Sub parcels A & B (7.17 acres); and 3) Sub parcels A, B & C (entire 20.64 acres).

Legal Description

Briefly described as a portion of a Multi Section, Township 45, Ranges 25 and 26, Southwest Florida International Airport, Lee County, Florida, and more specifically described in OR 3344, PG 2141 less 2012000114009 and 2016000106401, as recorded in the Lee County Clerk of Circuit Court.

Use of Real Estate as of the Effective Date of Value

As of the effective date of value, the subject was unimproved, vacant land property.

Use of Real Estate as Reflected in this Appraisal

The subject is unimproved, vacant land property.

Ownership of the Property

According to the public records of Lee County, title to the subject property is vested in Lee County.

History of the Property

Ownership of the subject property has not changed within the past three years.

Listings/Offers/Contracts

To the best of our knowledge, the subject is not currently listed for sale or under contract for sale.

Type and Definition of Value

Market Value

The appraisal problem (the term “Purpose of Appraisal” has been retired from appraisal terminology) is to develop an opinion of the market value of the subject property. “Market Value,” as used in this appraisal, is defined as “the most probable price that a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus.” Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- *Buyer and seller are typically motivated.*
- *Both parties are well informed or well advised, each acting in what they consider their own best interests;*
- *A reasonable time is allowed for exposure in the open market;*
- *Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and*
- *The price represents the normal consideration for the property sold unaffected by special or creative financing or sale concessions granted by anyone associated with the sale.”¹*

Market Rent

The most probable rent that a property should bring in a competitive and open market reflecting the conditions and restrictions of a specified lease agreement, including the rental adjustment and revaluation, permitted uses, use restrictions, expense obligations, terms, concessions, renewal and purchase options, and tenant improvements (TIs).

(Source: The Dictionary of Real Estate Appraisal, Sixth Edition, pg 140)

The value conclusions apply to the value of the subject property under the market conditions presumed on the effective date(s) of value.

Please refer to the Glossary in the Addenda section for additional definitions of terms used in this report.

Valuation Scenarios, Property Rights Appraised, and Effective Dates of Value

Per the scope of our assignment we developed opinions of value for the subject property under the following scenarios of value:

Valuation Scenario	Effective Date of Value
As Is Fair Market Rent of the Fee Simple Interest	October 19, 2017
As Is Market Value of the Fee Simple Interest	October 19, 2017

We completed an exterior appraisal inspection of the subject property from the perimeter on October 16, 2017.

¹ Source: Code of Federal Regulations, Title 12, Banks and Banking, Part 722.2-Definitions

Date of Report

The date of this report is November 15, 2017, which is the same as the date of the letter of transmittal.

Assumptions and Conditions of the Appraisal

The acceptance of this appraisal assignment and the completion of the appraisal report submitted herewith are subject to the General Assumptions and Limiting Conditions contained in the report. The findings and conclusions are further contingent upon the following extraordinary assumptions and/or hypothetical conditions which might have affected the assignment results:

Extraordinary Assumptions

- Information regarding the property was obtained from the client, aerial maps, Lee County Public records online documentation, as well as other online records, which we have relied upon and is an extraordinary assumption of this report.
- Physical observation of the subject property was limited to perimeter viewings from the street. The subject land is unimproved, vacant land that is heavily wooded and mostly inaccessible. For the purposes of our analysis, we have relied on aerial photography, public records, client information, as well as online information for characteristics and descriptions of the property, which are assumed accurate.
- Per the client, the subject property, identified as Parcel P11a, is a larger parcel and is comprised of about 20.64 acres, which we assume to be accurate.
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- We have assumed that the subject wetlands require mitigation prior to development, which is an extraordinary assumption of this report. If found to be otherwise, we reserve the right to modify this report and-or opinions of value.

Hypothetical Conditions

- We assume that the subject sub parcels A, B & C can be legally separated from the larger, parent parcel, which is a hypothetical condition of this report.

Scope of Work

The elements addressed in the Scope of Work are (1) the extent to which the subject property is identified, (2) the extent to which the subject property is inspected, (3) the type and extent of data researched, (4) the type and extent of analysis applied, (5) the type of appraisal report prepared, and (6) the inclusion or exclusion of items of non-realty in the development of the value opinion. These items are discussed as below.

Extent to Which the Property Was Identified

The three components of the property identification are summarized as follows:

- Legal Characteristics - The subject was legally identified via research of Lee County official records.
- Economic Characteristics - Economic characteristics of the subject property were identified via local banks, county records, and other local, regional, and national sources of real estate data, as well as a comparison to properties with similar locational and physical characteristics.
- Physical Characteristics - The subject was physically identified via an exterior observation of the site.

Extent to Which the Property Was Inspected

We inspected the subject on October 16, 2017.

Type and Extent of Data Researched

We researched and analyzed: (1) market area data, (2) property-specific market data, (3) zoning and land-use data, and (4) current data on comparable listings and transactions. We also interviewed people familiar with the subject market/property type.

Type and Extent of Analysis Applied (Valuation Methodology)

We observed surrounding land use trends, the condition of any improvements, demand for the subject property, and relevant legal limitations in concluding a highest and best use. We then valued the subject based on that highest and best use conclusion.

There are four primary methodologies available for the estimation of land value: (1) Sales Comparison, (2) Land Residual Method, (3) Ground Rent Capitalization, and (4) Subdivision Development Method (Discounted Cash Flow). While other methods, such as Extraction and Allocation, are applicable under limited conditions, one or more of these approaches are used in most circumstances to derive an indication of land value.

- Sales Comparison Approach - In the sales comparison approach, value is indicated by recent sales and/or listings of comparable properties in the market, with the appraiser analyzing the impact of material differences in both economic and physical elements between the subject and the comparables.
- Direct Capitalization: Land Residual Method - The land residual methodology involves estimating the residual net income to the land by deducting from total potential income the portion attributable to the improvements, assuming development of the site at its highest

and best use. The residual income is capitalized at an appropriate rate, resulting in an indication of land value.

- Direct Capitalization: Ground Rent Capitalization – A market derived capitalization rate is applied to the net income resulting from a ground lease. This can represent the leased fee or fee simple interest, depending on whether the income potential is reflective of a lease in place or market rental rates.
- Yield Capitalization: Subdivision Development Method – Also known as Discounted Cash Flow Analysis (DCF), the methodology is most appropriate for land having multiple lot development in the near term as the highest and best use. The current site value is represented by discounting the anticipated cash flow to a present value, taking into consideration all necessary costs of development, maintenance, administration, and sales throughout the absorption period.

All of these approaches to value were considered. We assessed the availability of data and applicability of each approach to value within the context of the characteristics of the subject property and the needs and requirements of the client. Based on this assessment, we relied upon the sales comparison approach. Additionally, we have utilized a Rent Survey and Market Rent Analysis in order to determine the market rent of the ground lease for the subject property. Further discussion of the extent of our analysis and the methodology of each approach is provided later in the respective valuation sections.

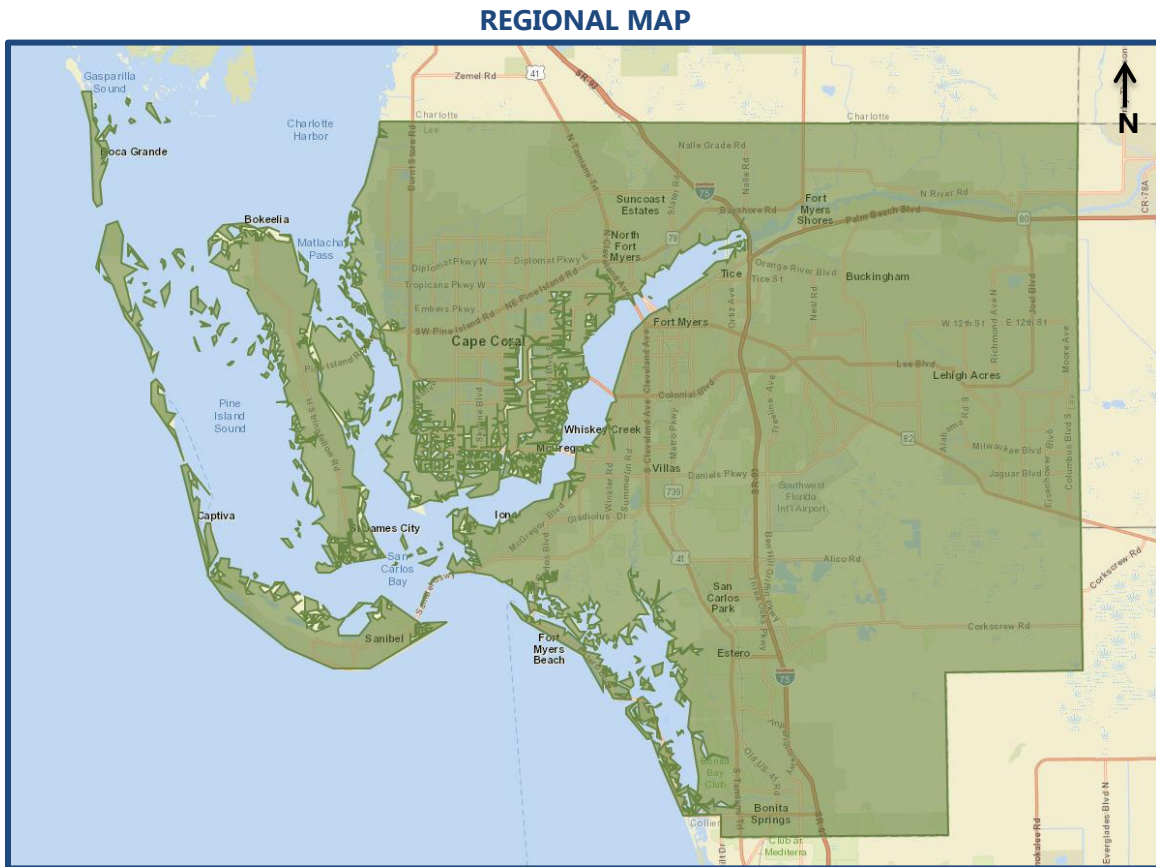
Appraisal Conformity and Report Type

We developed our analyses, opinions, and conclusions and prepared this report in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation; the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute; and the requirements of our client as we understand them. This is an Appraisal Report as defined by the Uniform Standards of Professional Appraisal Practice under Standards Rule 2-2a.

Personal Property/FF&E

All items of non-realty are excluded from this analysis. The opinion of market value developed herein is reflective of real estate only.

Regional and Market Area Analysis



Overview

The subject is located in Fort Myers, in Lee County and is part of the Cape Coral-Fort Myers MSA. The Cape Coral-Fort Myers MSA is comprised of one county, which is Lee County in its entirety, and is aptly named after its two most populous cities, Cape Coral and Ft Myers. The region is bound by the Charlotte County line to the north, Hendry County & Collier County lines the east, Collier County line to the south, and the Gulf of Mexico to the west. According to the US Census Bureau, Lee County has a total area of 1,212 square miles, of which 785 square miles is land and 427 square miles is water. Lee County is considered one of, if not the most populous county in the Southwest Florida region, with City of Cape Coral being the largest city in the region population wise (11th largest city in the state). In addition to the mainland area, there are multiple inhabited islands, the largest being Sanibel/Captiva Island, Estero Island (Ft Myers Beach), and Pine Island. The northern part of the county is bisected by the Caloosahatchee River, which separates Ft Myers from Cape Coral/North Ft Myers.

The majority of the region is best described as a coastal community, where tourism is a major economic driver and a population that varies with seasonal fluctuations. Most of the development is on the western half of the county, west of I-75 and closer to the river, bays, and gulf coastlines, with land uses and employment more in line with suburban communities. The City of Ft Myers has a small CBD district, starting along the Caloosahatchee riverfront, and expanding for about an eight block squared radius. Other notable sub-regions include the Village of Estero and City of Bonita Springs,

both of which experienced tremendous growth as development pushed further south prior to the last recession.

Further east of I-75, aside from the densely populated areas of the Lehigh Acres community, the region becomes more rural in nature and is dominated by low density housing and-or agricultural type uses/employment. The southeast corner of the county is mostly undeveloped, preserve land that is part of the Crew Flint Pen Stand or Corkscrew Swamp Sanctuary.

The age distribution of the region's population is skewed compared with the national distribution, with the region having a larger percentage of mature residents. As with other coastal communities throughout Florida, the area is influenced by seasonal swings in population in relation to retirees, as well as tourism. While not formally counted, the population increases about 20% during peak season (winter months); however, this projection would seem low when poling permanent residents who feel the effects of the annual population swell is much greater. For the most part, the infrastructure in place is able to accommodate the seasonal influx, but not without an overall increase in commuting times. The area is gaining in popularity, and statistically speaking, has been one of the fastest growing regions in the nation, ranked sixth in the nation in 2015 population percentage growth (2.7%).

Population

Population characteristics relative to the subject property are presented in the following table. Overall, population growth rates for the subject MSA are above the state as a whole.

POPULATION

Population							
Area	2000	2010	Annual %	Estimated	Projected	Annual %	
			Change				2017
United States of America	281,421,906	308,745,538	1.0%	327,514,334	341,323,594	0.8%	
Florida	15,982,378	18,801,310	1.8%	20,619,313	22,062,364	1.4%	
Cape Coral-Fort Myers MSA	440,888	618,754	4.0%	720,426	808,124	2.4%	
Subect - 5-mile radius	12,971	49,444	28.1%	63,333	73,371	3.2%	

Source: Site-to-Do-Business (STDB Online)

Transportation

Highways/Roadways

Major transportation routes in the area include Interstate 75 (I-75) and S Tamiami Trail/Cleveland Ave (US-41) for points north/south, and Alico Rd, Daniels Pkwy, Colonial Ave, and State Rd 82. I-75 is a major highway, which connects the area to Sarasota, onto Tampa/St Petersburg, to the north, Naples to the south, and onto Ft Lauderdale/Miami/West Palm Beach to the east.

Access throughout most of the region is good, with an abundance of four and six-lane primary roadways traversing north/south and east/west throughout the county. Traffic counts along some of the more well-travelled roadways/intersections are noted below.

AADT

Annual Average Daily Traffic

Intersection	2015
S Tamiami Trl (US-41) & Bonita Beach Rd	56,500
S Tamiami Trl (US-41) & Daniels Pkwy	63,500
Cleveland Ave & Winkler Ave	52,500
Daniels Pkwy & 6 Mile Cypress Pkwy	54,000
Colonial Blvd & Forum Blvd	84,000
Colonial Blvd & Evans Ave	65,000
Dr Martin Luther King Blvd (SR-82) & Ortiz Ave	41,500
Cape Coral Pkwy Bridge	54,000
Del Prado Blvd & Veterans Pkwy	57,500
Alico Rd & Three Oaks Pkwy	37,915
I-75 & Alico Rd	93,000
I-75 & Daniels Pkwy	89,417

Source: FDOT Traffic Online

Air Travel

The area is primarily serviced by three notable airports, SW Florida International (Commercial Airport), Naples Municipal (General Aviation), and Punta Gorda Airport (General Aviation). Airport traffic has been steady for the last five years despite less than favorable economic conditions during some of that time. The table that follows displays annual total traffic reports for the past few years for the major airports in the region. Recent airport statistics show improving numbers for Southwest Florida International Airport and Punta Gorda Airport, with the Punta Gorda Airport having the greatest traffic percentage increase in recent years (78% from 2014 to 2016).

AIRPORT TRAFFIC

Annual Airport Traffic

	2010	2011	2012	2013	2014	2015	2016
Punta Gorda Airport	182,423	291,626	219,357	333,611	628,075	836,472	1,118,303
Naples Municipal Airport	86,187	84,339	87,078	91,605	95,120	99,569	95,050
SW Florida Int'l Airport	7,514,316	7,537,745	7,350,625	7,637,801	7,970,493	8,371,801	8,604,673

Seaports

While the economic influence of cargo and cruise activity is substantial in other areas of Florida, the direct impact is not so great for this region as there are no major ports located in the immediate area; however, several notable seaports within 150 miles or so, listed as follows:

SEAPORTS

Distance to Seaports

	Distance	Hours
Port Manatee	99 miles	1.5 hours
Port Tampa Bay	131 miles	2.0 hours
Port Everglades	136 miles	2.0 hours
Port Miami	153 miles	2.25 hours

Employment

The top six employment categories are education/health services, leisure/hospitality, professional/business services, retail trade, and construction.

Statistically, the Educational Services, Health Care, and Social Assistance category is the highest employment sector in the region with about a 21.1% share. This area is supported by a growing population base and demand for premium healthcare related services. Notable employers include Lee Memorial Health System, Lee County School District, and Florida Gulf Coast University.

The leisure and hospitality industry make an important contribution to the local economy with services that include a variety of activities to attract tourists such as resorts, recreational parks/beaches, sporting events, concerts, restaurants/shopping districts, and hotel lodgings. The importance of leisure and hospitality in the region is evident by the large share of employment relative to the Nation as a whole (12.8% +/- for area vs. 9.6% for Nation). Notable employers include Hyatt Regency Coconut Point.

Because the resident population is supplemented by the large annual influx of seasonal residents (2nd home residents) and visitors who are mainly vacationers, there is added demand for several categories of consumer retail goods and personal services, especially in the food market retail trade. Notable employers include Publix Super Markets, Walmart and Home Depot.

Construction employment has fluctuated over the past several years, going from about 12.70% share in 2010 to about a 9% share over the past couple of years. New and renovation construction, mostly in the residential sector, supports this employment sector, a trend that is expected to continue into the near future. Notable employers include WCI Communities, Royal Corinthian Homes, and Crowther Roofing.

Employment share in the agricultural, forestry, fishing and hunting, and mining sector is relatively low at 1.20%; however, is around the state share of about 1%.

In addition to the employment/employers noted above, there are several key employers in the area, as identified by the Southwest Florida Economic Development Alliance, which include the following:

- Hertz, Inc. – Vehicle Rentals and Sales (Global Headquarters)
- Algenol Biofuels – Industrial Biotechnology (Global Headquarters)
- Chico's FAS – Women's Specialty Apparel Retailer (Global Headquarters)
- Gartner, Inc. – Global IT Research and Advising
- 21st Century Oncology – Healthcare (Global Headquarters)
- Fox Electronics – Specialty Electronics Manufacturer (Global Headquarters)

EMPLOYMENT BY SECTOR

Employment by Industry - Cape Coral-Fort Myers

Industry	2017 Estimate	Percent of Employment
Agriculture/Mining	3,363	1.20%
Construction	25,779	9.20%
Manufacturing	8,967	3.20%
Wholesale trade	5,884	2.10%
Retail trade	39,790	14.20%
Transportation/Utilities	12,329	4.40%
Information	3,923	1.40%
Finance/Insurance/Real Estate Services	20,455	7.30%
Services	150,472	53.70%
Public Administration	9,527	3.40%
Total	280,209	100.1%

Source: Site-to-Do-Business (STDB Online)

Unemployment

The table that follows exhibits current and past unemployment rates as obtained from the Bureau of Labor Statistics. Overall, the Region is above the state, and below the country, with an unemployment rate at 4.4 percent as of mid-2017.

Unemployment Rates

Area	YE 2010	YE 2011	YE 2012	YE 2013	YE 2014	YE 2015	YE 2016	2017 YTD
United States of America	9.1%	8.3%	7.6%	6.5%	5.4%	4.8%	4.5%	4.6%
Florida	10.7%	9.0%	7.8%	6.3%	5.5%	4.9%	4.7%	4.3%
Cape Coral-Fort Myers MSA	11.9%	9.5%	7.9%	6.1%	5.1%	4.5%	4.4%	4.4%
City of Fort Myers	11.5%	10.1%	7.9%	6.2%	5.2%	4.9%	4.9%	4.8%

Source: Bureau of Labor Statistics - Year End - National & State Seasonally Adjusted

Median Household Income

Total median household income for the region is presented in the following table. Overall, the subject's MSA and county compare favorably to the state and unfavorably the country.

Median Household Income

Area	Estimated 2017	Projected 2022	Annual % Change 2017 - 22
United States of America	\$56,124	\$62,316	2.2%
Florida	\$50,606	\$56,217	2.2%
Cape Coral-Fort Myers MSA	\$52,312	\$58,351	2.3%
Subect - 5-mile radius	\$61,161	\$68,864	2.5%

Source: Site-to-Do-Business (STDB Online)

Conclusions

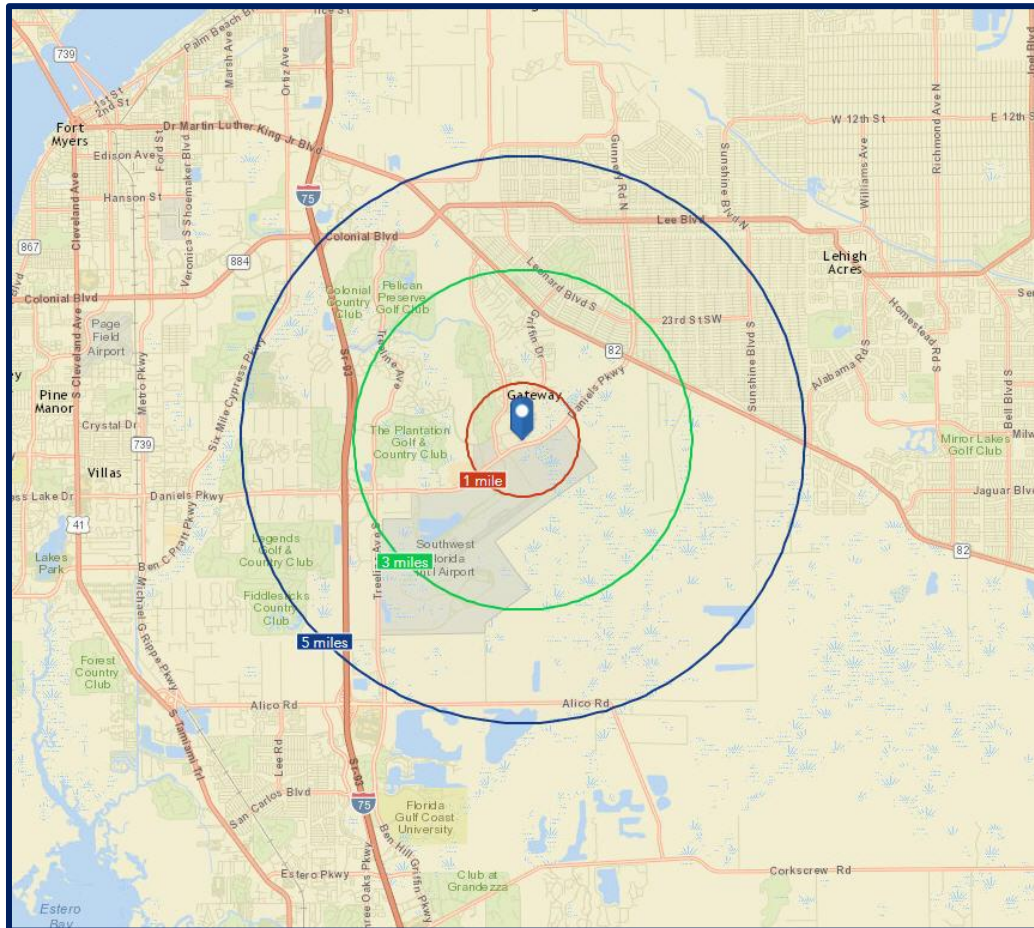
Southwest Florida has historically been an attractive place to live and work, providing businesses a chance to succeed supported based on demographics and population growth. Travel throughout the region is well-supported by a system of modern highways/roadways, with out-of-region accessibility via commercial and municipal airports. Land use growth patterns are monitored and supported on a regional, and-or, local basis through master development/future growth plans, as well as local zoning. Not surprisingly, the riverfront and coastal areas are densely developed, with most growth opportunity lying further inland to the east and north.

In the past several years, the Cape Coral-Ft Myers MSA has gained momentum with consistent improvements in employment growth, tourism, population growth, gross sales, building permits and inventory absorption. From a labor perspective, Lee County is well-positioned to support new and expanding businesses with a labor force that has been growing more rapidly than state and national averages over the past several years. Tourism is up as the previously weaker dollar benefited the region by bolstering foreign visitors, while the more recent strengthening of the national economy has increased tourism by residents of other parts of the state and-or nation.

The 2016 market greatly improved from previous years, a trend that is expected to continue for the remainder to 2017 and into 2018.

City and Neighborhood Analysis

NEIGHBORHOOD MAP



Overview

The subject property is located in South Fort Myers, which is in the central part of Lee County, Florida. To the north of this area is Fort Myers (Central and Downtown) and to the south are the neighborhoods of San Carlos and Estero. Cape Coral, Sanibel/Captiva and Pine Island are located to the West and Lehigh Acres is located to the East. As presented in the table in the table that follows, the city's population within a 10-mile radius as of 2016 was 279,676

Neighborhood Location and Boundaries

The subject neighborhood is located in the Gateway section of Fort Myers. The area is mostly suburban to rural in nature. The neighborhood is bounded by Lee Blvd to the north, State Road 82 to the east, Corkscrew Rd to the south, and US 41 to the west.

Demographics

The following table depicts the area demographics in Fort Myers within a one-, three-, and five-mile radius from the subject.

Neighborhood Demographics

Radius	1 mile	3 miles	5 miles
Population Summary			
2000 Population	130	3,065	12,971
2010 Population	490	14,868	49,444
2017 Population	648	21,190	63,333
2022 Population Estimate	776	25,081	73,371
Annual % Change (2017 - 2022)	3.7%	3.4%	3.0%
Housing Unit Summary			
2000 Housing Units	70	1,297	6,093
% Owner Occupied	67.1%	77.3%	70.9%
% Renter Occupied	5.7%	8.7%	9.4%
2010 Housing Units	348	7,008	24,879
% Owner Occupied	51.1%	46.7%	48.4%
% Renter Occupied	11.2%	27.1%	22.4%
2017 Housing Units	382	10,279	32,116
% Owner Occupied	57.1%	46.3%	46.0%
% Renter Occupied	15.4%	27.5%	24.7%
2022 Housing Units	460	12,219	37,339
% Owner Occupied	57.0%	46.6%	45.9%
% Renter Occupied	15.4%	27.0%	24.7%
Annual % Change (2017 - 2022)	3.8%	3.5%	3.1%
Income Summary			
2017 Median Household Income	\$101,074	\$68,550	\$61,161
2022 Median Household Income Estimate	\$108,982	\$78,099	\$68,864
Annual % Change	1.5%	2.6%	2.4%
2017 Per Capita Income	\$54,498	\$40,003	\$32,841
2022 Per Capita Income Estimate	\$61,925	\$45,085	\$36,981
Annual % Change	2.6%	2.4%	2.4%

Source: Site-to-Do-Business (STDB Online)

Transportation Access

Access throughout the subject neighborhood is considered good. The primary north/south arterials in the subject's immediate neighborhood are McGregor Boulevard, Tamiami Trail (US 41), Metro Parkway/Michael G. Rippe Parkway, Treeline Avenue and Interstate 75 (I-75). The primary east/west arterials in the neighborhood are Cypress Lake Drive/Daniels Parkway and Allico Road. Summerlin Road, Gladiolus Drive, and Ben C. Pratt Parkway are also major roads that connect various parts of the neighborhood. Completion of an I-75 interchange access ramp now provided direct access to/from Southwest Florida International Airport. While this is good for airport travelers, it has taken

away some drive-by traffic along the previous access roadways being Alico Rd, Daniels Pkwy, and Treeline Ave. Access to the area is considered good.

Neighborhood Land Use

The subject neighborhood is located in an area with primarily commercial, residential, and municipal land uses. Public infrastructure is in place throughout most of the area, with the area adjacent to and west of I-75 being densely developed; however, the further east you get away from I-75, the more sparsely developed.

Southwest Florida International Airport – Information²

The following information was taken directly from marketing material as referenced in the Southwest Florida International Airport – Fast Facts marketing material, dated January 2017.³

About Southwest Florida International Airport

Southwest Florida International Airport (RSW), operated by the Lee County Port Authority (LCPA), was certified for operation in May 1983. In response to more than two decades of record-breaking growth, a bright, modern, state-of-the-art terminal opened in 2005. This award-winning facility was designed with today's traveler in mind and tomorrow's opportunities in view.

Nonstop service is offered throughout the U.S., as well as international service to Canada and Germany. With flights to major gateways like Atlanta, Chicago, New York and more, travelers have access to convenient connections worldwide.

Location

Located in Fort Myers, the airport is perfectly positioned to serve the greater Southwest Florida area as well as other points along Florida's Gulf Coast. Visitors can go from bag claim to beach in under 30 minutes. With quick access to Interstate 75 and U.S. 41, travelers will find the airport's location puts all the attractions of the region within easy driving distance.

Facilities

- Three passenger concourses with 28 gates
- International arrivals facility with two gates and customs/immigration services
- International transit lounge
- Skyplex, a site located north of the runway, offers more than 1,100 acres for commercial development, including 75 acres of prime ramp access.

Passengers

- Nearly 8.6 million annual passengers (2016)
- Approximately 24,000 daily passengers
- Average of 217 daily flights

² Lee County Port Authority, Southwest Florida International Airport Fast Facts. January 2017. Accessed November 2017. <http://www.flylcpa.com/uploads/pagesfiles/2230.pdf>

³ Ibid

Economic Impact

The Florida Department of Transportation 2014 Economic Impact Study shows the total contribution from airport operations to the region's economy through direct and indirect sources is \$4.3 billion annually.

Runway

Runway 6/24: 12,000 x 150 feet (3,658 x 46 meters) with asphalt surface. Accommodates wide-body international aircraft such as the Boeing 747 and Airbus A330. A 9,100-foot parallel runway is planned for the future.

Operating Budget

\$119.4 million for fiscal year 2016-17. LCPA operates as an enterprise fund with revenue generated from airport operations. No ad valorem (property) tax dollars support airport operations or construction.

Fast Facts about Southwest Florida International Airport

- Ranks among the top 50 airports for passenger traffic in the United States
- Class A Port of Entry with customs services on site
- Entire airport is a designated Foreign Trade Zone, which provides special customs procedures advantageous to U.S. companies engaged in international trade-related activities
- The terminal at Southwest Florida International Airport is expandable to 65 gates with the ability to serve more than 16 million passengers annually.

Conclusions

During the 25 years preceding 2006, the Ft Myers/South Ft. Myers neighborhood experienced substantial growth and increasing real estate values. The demand for this area was a result of the rapid build out of coastal areas located west of I-75 in the Naples and Fort Myers area, and this generated an increase in demand for housing and commercial development in Ft Myers/South Ft. Myers.

For the past couple of years, growth has been mostly relegated to well-located areas with a focus more on end-user/owner-occupancy product versus speculative development. The majority of this development has been retail in nature with the most, if not all of the investment type property pre-leased prior to construction. With substantial commercial development happening to the south (Estero/Bonita Springs) and west (Alico Rd/I-75 Corridor), it was expected that development will push outwards to the subject's surrounding area. More recently, we have seen this push with new vacant land sales for proposed development. As occupancy of existing buildings for all forms of commercial properties has increased, the need for new development has increased.

In March 2015, Lee Memorial Health System announced the expansion of the Gulf Coast Medical Center campus with the addition of 275 patient beds. Construction for the expansion would include a 3-story addition to the current hospital, and surrounding medical office building(s) and a 1,100-space parking garage. The hospital campus expansion is scheduled to be completed by 2020. In addition, plans were announced for construction of two privately owned assisted living facilities, independent of each other, to be built in close proximity to the hospital. And Whole Foods has announced plans to construct a 45,000-sf grocery store at the northwest corner of Daniels Pkwy and Six Mile Cypress. Most new construction has been occurring west of I-75, or directly east within a mile of the interstate, which would be west of the subject.

Yet while widespread, new development is generally lagging around the subject property, some new projects have been completed or are underway that are close in proximity. First and foremost, Gartner, Inc. has recently ground leased 19.11 acres of non-aviation airport land within Skyplex for construction of a new office campus. The initial Phase I plans are for a 120,000-sf, more or less, office project to be completed sometime in 2018. Phase II would be additional office space on adjacent land. The land was ground leased at a rate of Third, FedEx Ground built a 200,000+ square foot facility along Treeline Ave, a few miles west of the subject. Also, Headpinz completed construction on a 40,000 square foot entertainment facility just off of Treeline Ave and recently bought adjacent land for what is assumed to be future expansion. Additionally, retail and hospitality uses have been in development in and around the Gulf Coast Town Center, which is a regional outdoor mall to the southwest of the subject. Lastly, construction is nearly complete for the development of a Publix grocery store shopping center that will be constructed within Skyplex, at the corner of Daniels Pkwy and Paul J. Doherty Pkwy, which should be a positive influence on marketability for the Skyplex project and is further detailed below.

North American Properties – Southeast, Inc. (NAP) entered into a ground lease for about 10.4 acres of land in Skyplex, located at the southeast corner of Daniels Pkwy and Paul J. Doherty Pkwy. NAP plans on developing the land with a shopping center plaza anchored by a 45,000 square foot Publix grocery store, with an additional 20,000 square feet of retail space. As of now, the project is still in the planning/permitting stage with hopes to break ground in late 2016 and open in the second half of 2017. Prior to this ground lease, and the subsequent Gartner, Inc. ground lease previously mentioned, the only other ground lease of note at the airport involved the leasing of about 2 acres of well-located land located along the main terminal access road (midfield location). What began in 2011, and commenced in 2014 (upon completion of construction), involved the development of a retail C-Store with gas station sales d/b/a 7/Even, and supporting site improvements (parking lot, etc.).

Recent trends have seen real estate increasing in value beginning in 2013, if not a little before. This includes all real estate, including residential, commercial, industrial, and land. This trend is expected to continue for the near future. New development will positively influence the South Ft Myers submarket and more than likely will stimulate additional development growth throughout the submarket and region.

Site Description

The subject site is located at the northeast corner of Daniels Pkwy and Commerce Lakes Dr, about 4.5 miles east of the I-75 highway interchange. The characteristics of the site are summarized as follows:

Site Characteristics

Location: NEC of Daniels Pkwy and Commerce Lakes Dr, Fort Myers, Lee County, FL 33913

Land Area –

Study A Study A

Uplands Area: 7.980 Acres or 347,609 SF

Wetlands Area: 12.660 Acres or 551,469 SF

Gross Land Area: 20.640 Acres or 899,078 SF

Study B Study B

Uplands Area: 11.24 Acres or 489,614 SF

Wetlands Area: 9.40 Acres or 409,464 SF

Gross Land Area: 20.640 Acres or 899,078 SF

Reconciled Wetlands Area: 11.03 Acres

** See wetlands comments below for further description.*

Shape: Irregular

Average Depth: 450.00 feet (based on gross land area)

Topography: Heavily wooded

Drainage: Unknown

Grade: At or below street grade

Utilities: Public Available

Off-Site Improvements: Paved roadways, buried utilities, drainage swales

Interior or Corner: Corner

Signalized Intersection: No: No traffic signal at, or near, the site

* Wetlands Comments: We were provided by the client with differing information on the size of subject wetlands. One report, which we have referred to as Study A, identifies 12.66 acres of wetlands. The other identifying information, which we have referred to as Study B, identifies 9.40 acres of wetlands.

For the purposes of this analysis, we have considered and relied on both studies equally, reconciling to a 50/50 split in our estimate of 11.03 acres of wetlands, which is an extraordinary assumption of this report. The table on the following page provides a wetlands breakdown per study, with our reconciled estimate. References/excerpts from each study has been provided in the addenda section of this report.

Wetland Area Breakdown - Reconciled

Parcel	Gross Lot Size (AC)	Study A	Study B	Weighted (50/50)	Reconciled	Wetlands Type
		Wetlands (AC)	Wetlands (AC)		Wetlands (AC)	
Sub Parcel A	0.90	0.16	0.00	50%	0.08	Herbaceous
Sub Parcel B	6.27	2.33	0.00	50%	1.17	Herbaceous
Sub Parcel C	13.47	6.24	5.60	50%	5.92	Herbaceous
Sub Parcel C	Incl. above	3.93	3.80	50%	3.87	Forested
Total	20.64	12.66	9.40		11.03	

Wetlands Classification

Type	Description	Quality
Forested Freshwater	Cypress	High
Forested Freshwater	Mixed Wetland Forest	High
Herbaceous Freshwater	Freshwater Marsh	Low
Herbaceous Freshwater	Wet Prairie	Low

Street Frontage / Access

Frontage Road	Primary	Secondary
Street Name:	Daniels Pkwy	Commerce Lakes Dr
Street Type:	Primary; Arterial	Tertiary
Frontage (Linear Ft.):	2,230.00	123.00
Number of Curb Cuts:	0; N/A	0; N/A
Traffic Count (Cars/Day):	39,000 (2016)	N/A

Additional Access

Alley Access:	No
Water or Port Access:	No
Rail Access:	No

Flood Zone Data

Flood Map Panel/Number:	12071C0475F
Flood Map Date:	08-28-2008
Flood Zone:	Zone X
	This Zone X is an area determined to be outside the 0.2% annual chance floodplain.
Site Area in Flood:	0.00%

Other Site Conditions

Soil Type:	Per the reviewed environmental assessment, the soil type is made up of Pineda fine sand, Malabar fine sand, and Felda fine sand, depressional, which is an extraordinary assumption of this report.
Wetlands Classification:	See the table above.
Environmental Issues:	Other than the presence of the previously described wetlands, no environmental problems were apparent and no information was

provided, which is an extraordinary assumption and limiting condition of this report.

Easements/Encroachments: The appraisers were not provided with a recent title search indicating easements of record and based on the physical inspection, no noted adverse easements or encroachments are considered to exist.

Adjacent Land Uses

North: Industrial & Vacant Land
 South: Vacant Land
 East: Vacant Land
 West: Industrial & Commercial

Site Ratings

Access: Average
 Visibility: Good

Zoning Designation

Zoning Jurisdiction: Lee County
 Zoning Classification: AOPD, Airport Operations Planned Development
 General Plan Designation: Airport/Tradeport & Wetlands
 Permitted Uses: Commercial/retail, office, and industrial
 Zoning Comments: The purpose and intent of the Airport Operations Planned Development (AOPD) district is to accommodate and regulate those lands where public airports and ancillary facilities are conducted.

Development must be substantially consistent with the 4-page Master Concept Plan (MCP) entitled Southwest Florida International Airport AOPD, Lee County Port Authority, last revised February 2, 2015. Development must comply with the LDC at time of local development order approval, except as approved by deviation or variance in zoning resolution. Subsequent changes to the MCP will require further development approvals. Development intensity is limited to the development intensities set forth in Lee Plan Table 5(a). The permitted schedule of uses allows various types of office, industrial, retail, and hotel uses.

Within the AOPD, the subject is identified as being part of the Non-Aviation Support Land Area, and more specifically as part of the "North of Runway 6/24 Proposed Parcels" area. The subject is identified as Parcel P11a, which is designated for

commercial/retail, office, and-or industrial use. The C/O/I designation permits a variety of commercial and industrial uses. Additionally, the subject is part of a 7.17 acres parcel that has been identified for potential retail development of restaurant/brew pub facility d/b/a Fort Myers Brewery.

Analysis/Comments on Site

The subject site, identified as Parcel P11a, is a 20.64 acre parcel of land that is part of a larger development referred to and marketed as Skyplex. The subject site is currently unimproved, vacant land. The irregular shaped, corner parcel is well-located along a heavily trafficked, primary roadway and about 4.5 miles, more or less, from an I-75 interchange. The subject is adjacent to a mixed-use planned development that is commonly referred to as Gateway. To the immediate north, west, and northwest of the subject, the land is mostly developed with light industrial, office, and industrial flex type uses. To the immediate east, south, and northeast, the land is mostly undeveloped, vacant land. To the southwest is the Southwest Florida International Airport (RSW).

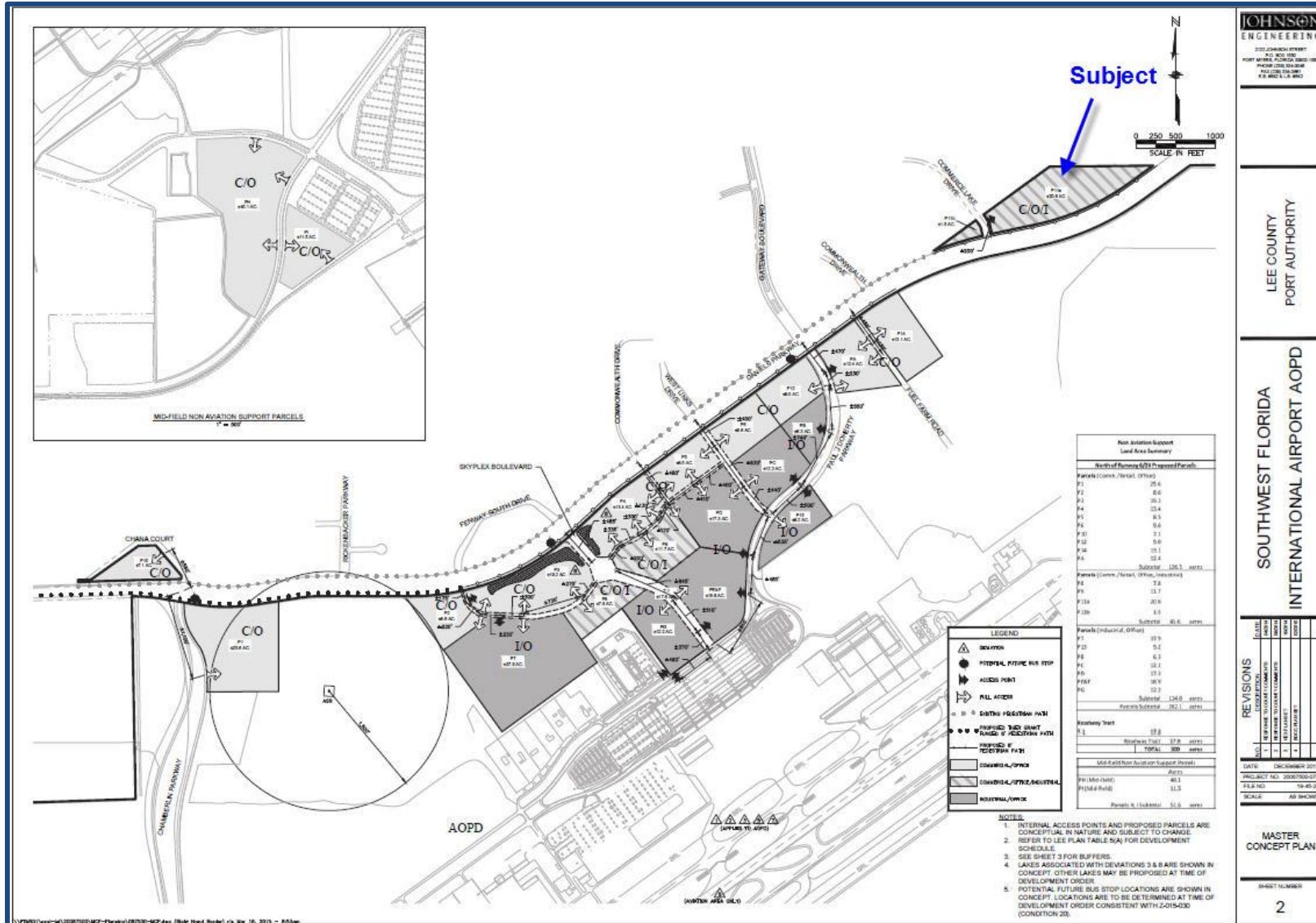
According to marketing materials, Skyplex is comprised of about 1,150 acres of land designated as aviation and non-aviation property. The subject is part of the 850 acres of non-aviation land that is targeted for commercial development, including, but not limited to, corporate headquarters and-or regional offices, office complexes, medical science and technology centers, warehouse and light industrial uses, retail centers, gas stations, convenience retail, self-storage, restaurants, and hotels. Skyplex is located in a Foreign Trade Zone at a commercial airport (Southwest Florida International Airport) in close proximity to an interstate highway (I-75).

The subject is zoned as part of the Airport Operations Planned Development (AOPD) with permitted uses that are commercial in nature (retail, office, or industrial). Based on the highest and best use of the property, commercial office, retail, or light industrial are the most appropriate uses, which is further detailed herein.

According to the client, wetlands exist on the subject property and would require mitigation prior to development. Based on the client provided information, which we have referred to as Wetlands Study A and B, we have reconciled that about 11.03 acres of wetlands exist and would require mitigation, which is an extraordinary assumption of this report.

The proximity to a commercial airport and interstate highway is a positive influence. The lack of non-aviation development within the AOPD is a negative influence, tempered by the recent ground leasing of two properties (Publix shopping center & Gartner office campus). The location along a primary roadway is a positive influence, tempered by the lack of construction in the immediate area. The heavily wooded condition is a negative influence. The wetlands and subsequent mitigation prior to development is a negative influence and extraordinary assumption of this report.

MASTER CONCEPT PLAN – AOPD



JOHNSON ENGINEERING
2102 JOHNSON STREET
PORT MYRTLE BEACH, FLORIDA 33951
PHONE: 334-884-8888
FAX: 334-884-8888
P.O. BOX 1118, MYRTLE BEACH, FL 33902

LEE COUNTY
PORT AUTHORITY

SOUTHWEST FLORIDA
INTERNATIONAL AIRPORT AOPD

REVISIONS

NO.	DATE	DESCRIPTION
1	12/15/2011	ISSUE FOR PERMITTING
2	01/10/2012	REVISION TO LAYOUT FOR PERMITTING
3	01/10/2012	REVISION TO LAYOUT FOR PERMITTING
4	01/10/2012	REVISION TO LAYOUT FOR PERMITTING
5	01/10/2012	REVISION TO LAYOUT FOR PERMITTING

DATE: December 2011
PROJECT NO: 20087560-017
FILE NO: 19-40-01
SCALE: AS SHOWN

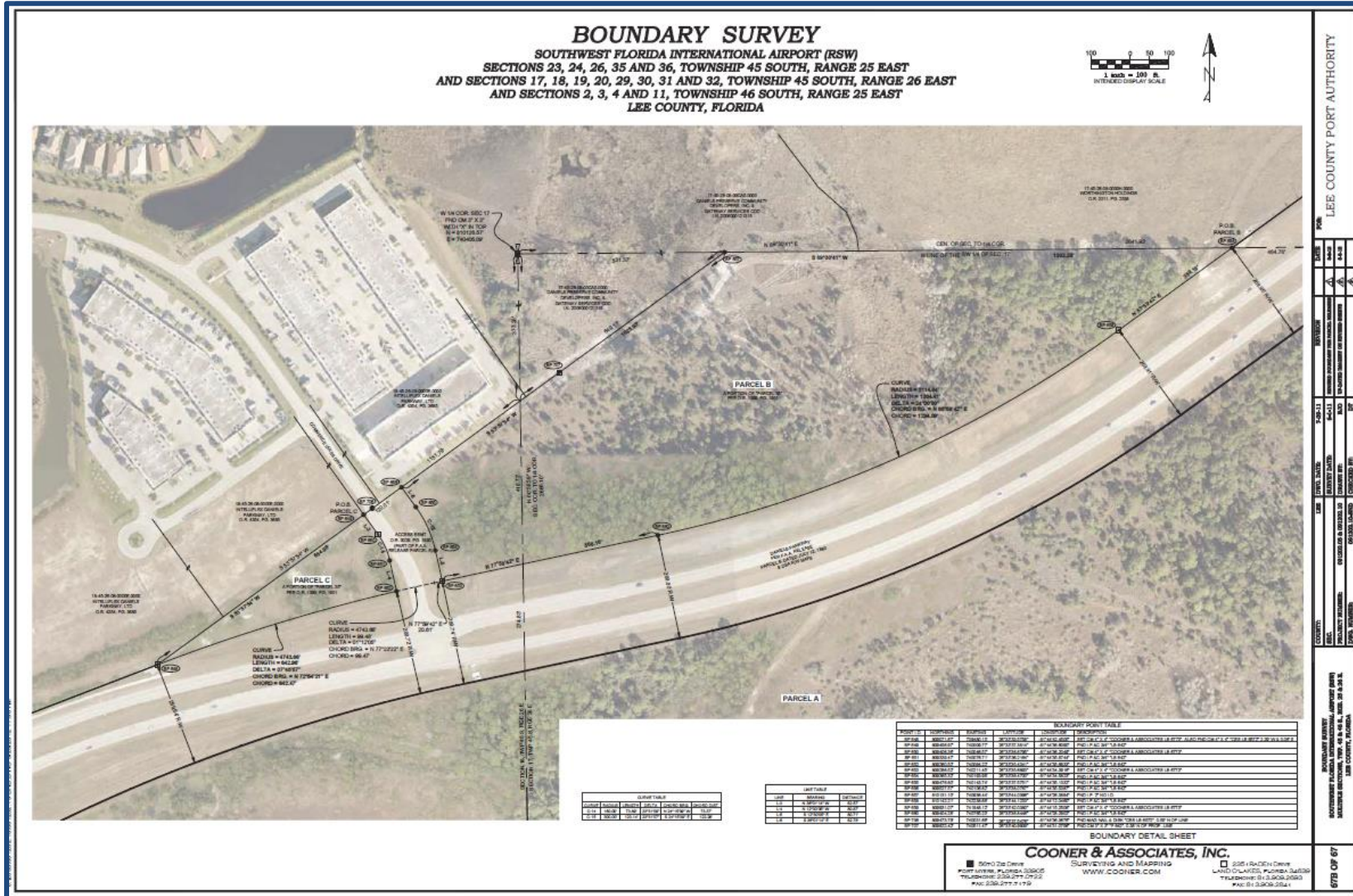
MASTER CONCEPT PLAN

SHEET NUMBER
2

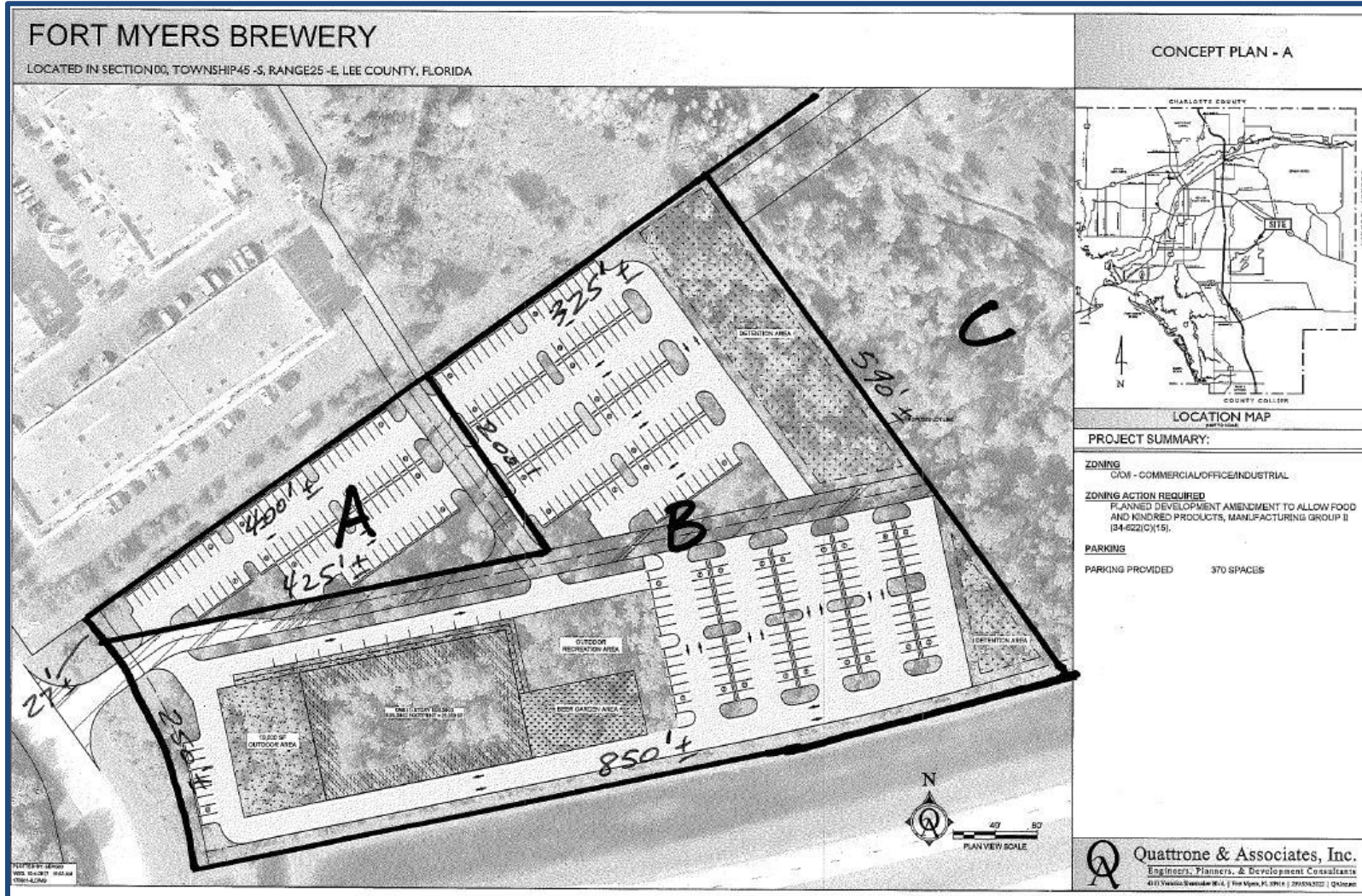
BIRD'S EYE VIEW



BOUNDARY SURVEY



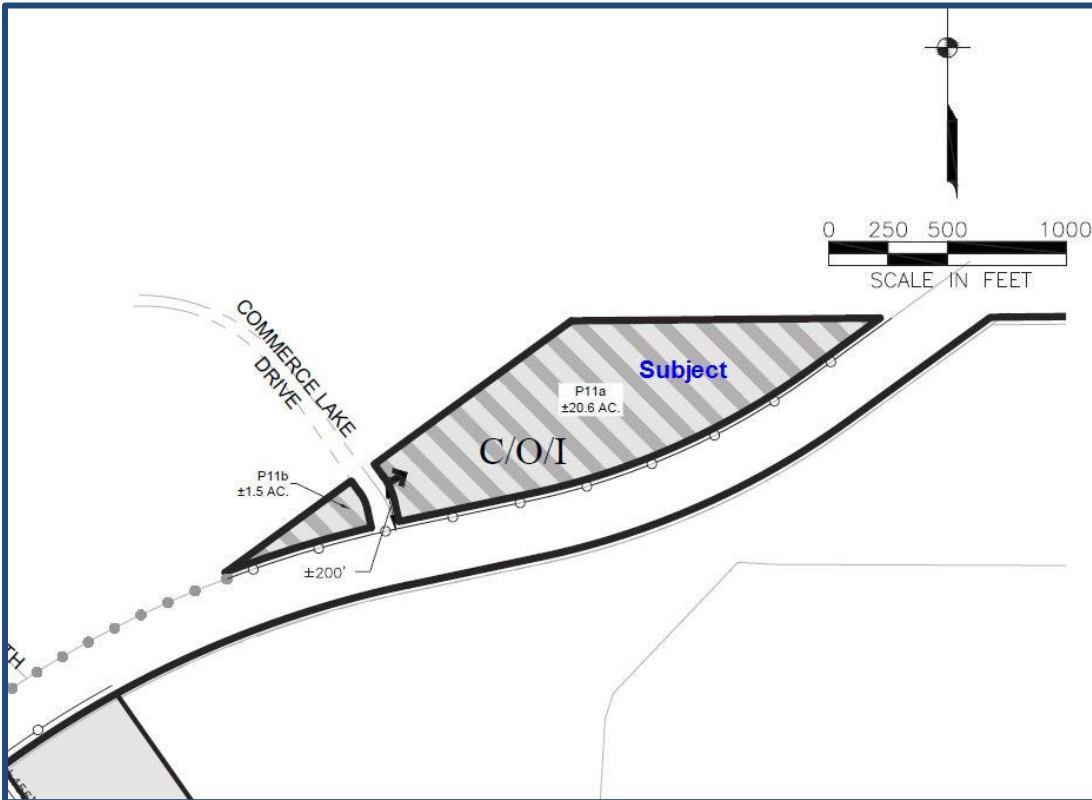
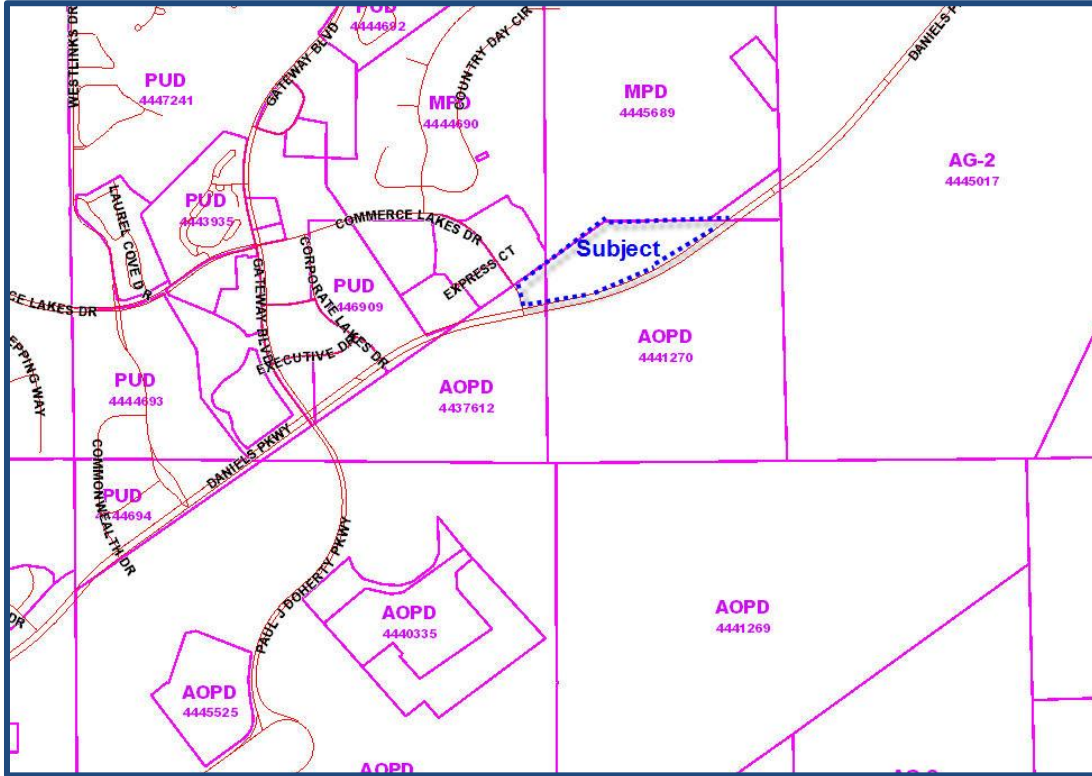
CONCEPT PLAN – FT MYERS BREWERY (SUB PARCEL BREAKDOWN)



FLOOD MAP



ZONING MAPS



Subject Photos



Unimproved, Vacant Land



Unimproved, Vacant Land



Unimproved, Vacant Land



Street View – Daniels Pkwy

Additional photos are included in the Addenda

Assessment and Tax Data

Assessment Methodology

In Florida, property taxes are based upon an appraisal of the property performed by the respective County Assessor's Office, with values updated annually. Under Florida law, the assessed value for commercial property (non-homestead property), is capped at a 10% increase over the prior year assessed value, unless an assessment limitation reset (reassessment) has been triggered. If capped, a capped assessed value could result in a lower assessed value versus just (market) value. Of note, the current 10% cap rule will sunset in 2018; however, there is a proposed constitutional amendment that will take place during the 2018 general election to permanently retain this 10% cap, subject to 60% approval.

For commercial property, or residential properties with ten units or more, reassessments can be triggered following a qualifying improvement or change of ownership or control (typically through sale). A qualifying improvement is any substantially completed improvement that increases the just (market) value of the property by at least 25%.

In calculating the ad valorem real property tax burden, a respective tax authority's millage is applied against the assessed value, except for the school board authority millage which is applied against the assessor's uncapped, full market value. If an assessment is uncapped, the assessed value and market value would be equal.

Assessed values are effective as of January 1 of the tax year. Taxes are payable anytime between November 1st and March 31st, with a 1% discount per month applied for early payment (4% discount if paid in November, 3% in December, 2% January, etc.).

Assessed Values and Property Taxes

The subject is a part of a larger, parent parcel and is not separately taxed. The subject's parent parcel assessed values, applicable tax rates and total taxes, including direct assessments, are shown in the table on the following page. Of note, the subject is exempt from ad valorem taxes and appears to be only liable for annual special assessments, if any.

Ad Valorem Tax Schedule

Tax Parcel Number: Portion of 19-45-26-00-00002.0000

Lee County Year	Actual 2015	Actual 2016	Preliminary 2017
Appraised Value			
Total:	\$210,334,030	\$339,071,401	\$336,794,913
Per Square Foot:	\$233.94	\$377.13	\$374.60
% Change:	N/A	61.2%	-0.7%
Assessed Value			
	\$210,334,030	\$231,319,233	\$254,441,256
% Change:	N/A	10.0%	10.0%
Tax Rate			
	\$13.600800	\$13.180400	\$12.888500
% Change:	N/A	-3.1%	-2.2%
Millage Rate			
	per \$1,000	per \$1,000	per \$1,000
Tax Expense			
	Actual 2015	Actual 2016	Preliminary 2017
Tax Amount:	\$0	\$0	\$0
Special Assessments:	\$47,763	\$0	\$66,454
Total Taxes:	\$47,763	\$0	\$66,454

Conclusions

The subject is a portion of larger, parent parcel and is not separately taxed; therefore, an assessment for the subject portion not concluded and was not considered germane to our valuation.

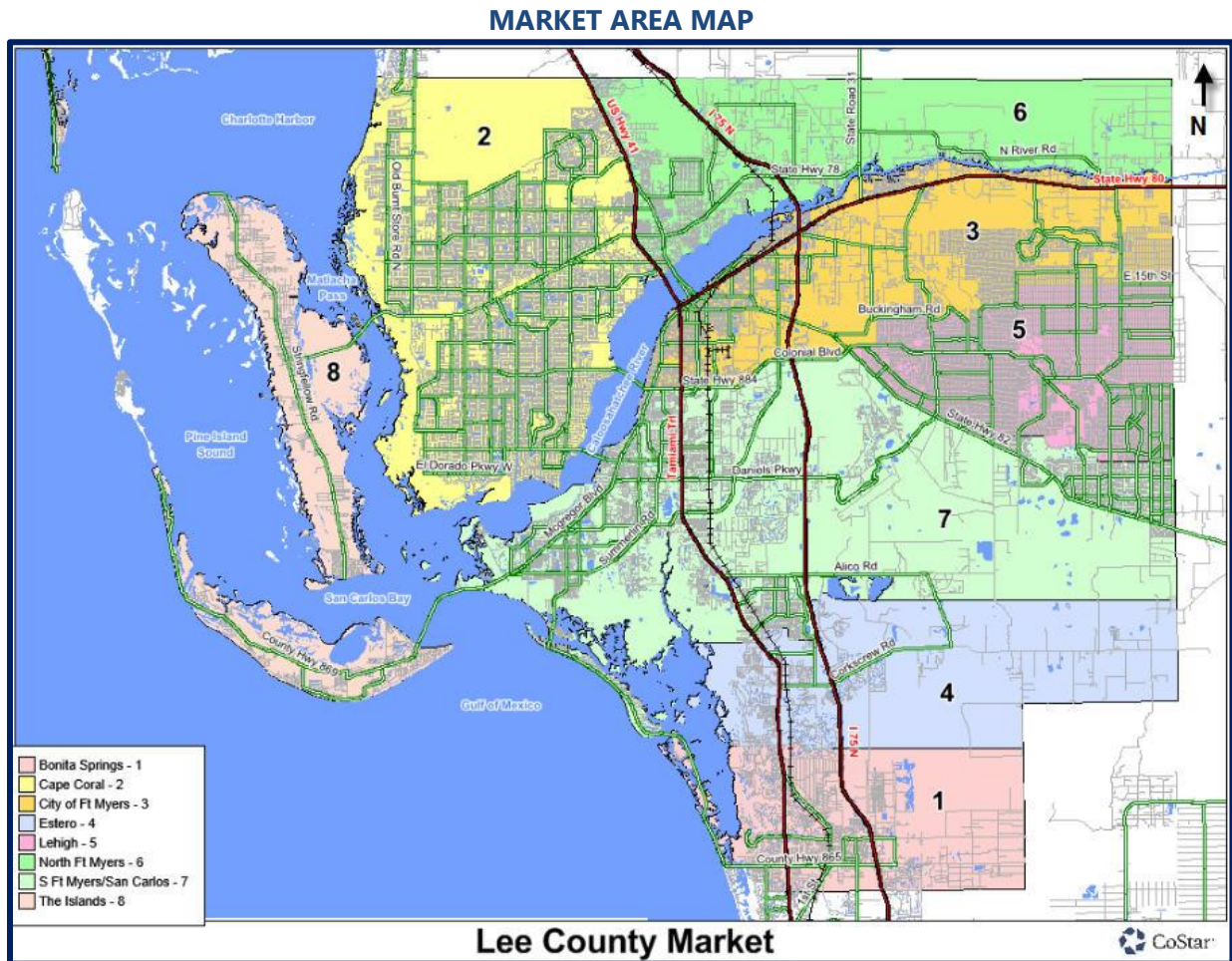
According to the Lee County the subject's parent property taxes are paid as of the date of value.

Market Analysis

The following market analysis of the Lee County industrial, retail, and office property market is based on data obtained from the CoStar Group, Inc., a leading provider of real estate information services. The analysis presents the subject property's macro markets (Lee County) and includes a breakdown of all industrial, retail, and office space.

Lee County Metropolitan Market

The following is the Lee County metropolitan market map, as presented by CoStar Group, Inc. Of note, the subject submarket of South Ft Myers/San Carlos is numbered 7 below.



On the following pages are tables that illustrate the historical market performance of the Lee County Metropolitan and S Ft Myers/San Carlos submarket for Industrial, Retail, and Office properties.

Industrial

Industrial Market Statistics

Lee County Macro & S Ft Myers/San Carlos Submarket

Quarter	Lee County - All Industrial Space					S Ft Myers/San Carlos - All Industrial Space				
	Square Feet		Total	Total	Direct	Square Feet		Total	Total	Direct
	Total	Under	Net	Percent	Rental Rate	Total	Under	Net	Percent	Rental Rate
Quarter	Square Feet	Construction	Absorption	Vacant	(Triple Net)	Square Feet	Construction	Absorption	Vacant	(Triple Net)
2017 Q3	27,411,698	118,900	-14,423	1.7%	\$6.62 psf	11,586,185	0	3,959	1.2%	\$6.71 psf
2017 Q2	27,411,698	106,000	148,253	1.6%	\$6.65 psf	11,586,185	0	88,407	1.2%	\$6.71 psf
2017 Q1	27,323,168	198,558	90,559	1.8%	\$6.66 psf	11,586,185	0	-24,827	2.0%	\$6.74 psf
2016 Q4	27,323,168	92,558	114,185	2.2%	\$6.17 psf	11,586,185	0	-8,139	1.8%	\$6.28 psf
2016 Q3	27,323,168	0	427,015	2.6%	\$6.10 psf	11,586,185	0	329,817	1.7%	\$6.16 psf
2016 Q2	27,029,861	293,307	282,033	3.1%	\$6.05 psf	11,292,878	293,307	169,922	2.1%	\$6.25 psf
2016 Q1	26,978,161	345,007	82,545	4.0%	\$5.78 psf	11,252,878	333,307	53,212	3.2%	\$5.86 psf
2015 Q4	26,989,061	265,372	228,128	4.3%	\$5.70 psf	11,263,778	253,672	146,550	3.8%	\$5.73 psf
2015 Q3	26,989,061	253,672	48,804	5.1%	\$5.48 psf	11,263,778	253,672	31,539	5.1%	\$5.51 psf
2015 Q2	26,989,061	0	114,315	5.3%	\$5.43 psf	11,263,778	0	10,880	5.4%	\$5.44 psf
2015 Q1	26,989,061	0	109,807	5.8%	\$5.19 psf	11,263,778	0	97,494	5.5%	\$5.38 psf
2014 Q4	26,817,061	172,000	41,913	5.6%	\$4.95 psf	11,091,778	172,000	1,202	4.9%	\$5.15 psf
2014 Q3	26,809,561	179,500	395,341	5.7%	\$4.88 psf	11,084,278	179,500	94,373	4.8%	\$5.08 psf
2014 Q2	26,809,561	179,500	40,932	7.2%	\$4.81 psf	11,084,278	179,500	9,643	5.7%	\$5.01 psf
2014 Q1	26,809,561	0	-112,568	7.3%	\$4.63 psf	11,084,278	0	-3,321	5.8%	\$4.78 psf
2013 Q4	26,809,561	0	264,117	6.9%	\$4.59 psf	11,084,278	0	28,540	5.7%	\$4.83 psf
2013 Q3	26,834,553	0	158,348	8.0%	\$4.51 psf	11,084,278	0	91,054	6.0%	\$4.72 psf
2013 Q2	26,830,353	4,200	357,389	8.5%	\$4.54 psf	11,080,078	4,200	135,874	6.8%	\$4.77 psf
2013 Q1	26,830,353	4,200	52,577	9.9%	\$4.34 psf	11,080,078	4,200	-45,807	8.0%	\$4.67 psf
2012 Q4	26,835,445	0	146,560	10.1%	\$4.20 psf	11,080,078	0	8,019	7.6%	\$4.53 psf

Rental Rates

The Lee County Metro had a 2017 3rd Quarter average quoted rental rate of \$6.62 per square foot for all industrial space, compared to \$6.10 in the 2016 3rd Quarter, or a 9.4% increase over the last year. Quoted rental rates for the submarket were approximately 1% higher at \$6.71 per square foot.

Vacancy

The Lee County Metro has a 2017 3rd Quarter vacancy of 1.7% for all industrial space compared to 1.2% for the submarket space. Vacancy rates are relatively unchanged over the last year.

Construction and Absorption

There is currently 118,900 square feet of industrial space under construction in the market, of which 0.0% is in the submarket. Net absorption for the prior year was positive.

Retail

Retail Market Statistics

Lee County Macro & S Ft Myers/San Carlos Submarket

Quarter	Lee County - All Retail Space					S Ft Myers/San Carlos - All Retail Space				
	Square Feet		Total	Total	Direct	Square Feet		Total	Total	Direct
	Total	Under	Net	Percent	Rental Rate	Total	Under	Net	Percent	Rental Rate
Quarter	Square Feet	Construction	Absorption	Vacant	(Triple Net)	Square Feet	Construction	Absorption	Vacant	(Triple Net)
2017 Q3	46,079,722	260,742	25,329	4.8%	\$14.64 psf	16,604,138	130,824	52,471	4.0%	\$16.53 psf
2017 Q2	46,037,022	247,942	447,324	4.8%	\$14.33 psf	16,574,938	104,524	221,469	4.1%	\$15.59 psf
2017 Q1	45,831,490	424,389	121,499	5.4%	\$14.57 psf	16,445,818	229,559	-17,045	4.7%	\$16.48 psf
2016 Q4	45,752,451	313,321	7,801	5.5%	\$14.25 psf	16,443,918	174,770	-13,327	4.6%	\$16.14 psf
2016 Q3	45,710,958	323,197	165,691	5.4%	\$14.26 psf	16,429,272	153,816	61,093	4.4%	\$16.06 psf
2016 Q2	45,629,558	263,992	226,137	5.6%	\$14.42 psf	16,417,384	84,102	75,274	4.7%	\$16.45 psf
2016 Q1	45,586,041	118,689	203,381	6.0%	\$14.30 psf	16,407,884	39,982	76,310	5.1%	\$16.05 psf
2015 Q4	45,449,982	234,562	255,938	6.2%	\$13.53 psf	16,375,867	68,674	197,861	5.4%	\$15.46 psf
2015 Q3	45,312,128	341,959	325,571	6.4%	\$13.53 psf	16,227,254	205,850	31,783	5.8%	\$15.13 psf
2015 Q2	45,010,245	570,483	120,208	6.5%	\$13.47 psf	16,207,336	204,343	75,773	5.8%	\$15.21 psf
2015 Q1	44,925,333	551,561	131,124	6.6%	\$13.05 psf	16,166,323	213,579	76,621	6.1%	\$14.08 psf
2014 Q4	45,096,853	300,582	201,324	7.3%	\$12.80 psf	16,335,308	58,985	-65,725	7.5%	\$13.92 psf
2014 Q3	44,756,551	389,227	197,621	7.0%	\$12.33 psf	16,268,771	86,788	100,730	6.7%	\$12.89 psf
2014 Q2	44,659,328	443,361	65,588	7.3%	\$12.41 psf	16,188,006	141,178	3,498	6.9%	\$12.98 psf
2014 Q1	44,661,328	431,002	156,357	7.4%	\$12.34 psf	16,194,006	141,383	24,375	6.9%	\$13.22 psf
2013 Q4	44,606,551	136,177	97,319	7.6%	\$12.42 psf	16,191,716	74,730	122,353	7.1%	\$13.45 psf
2013 Q3	44,556,981	119,734	12,234	7.8%	\$12.64 psf	16,147,462	55,184	73,685	7.6%	\$13.86 psf
2013 Q2	44,546,591	47,681	168,543	7.8%	\$12.65 psf	16,147,462	12,748	44,515	8.0%	\$13.41 psf
2013 Q1	44,578,686	55,930	105,834	8.2%	\$12.56 psf	16,209,204	6,496	-41,284	8.7%	\$13.32 psf
2012 Q4	44,514,828	142,572	310,895	8.3%	\$12.66 psf	16,194,079	34,909	121,485	8.3%	\$13.39 psf

Rental Rates

The Lee County Metro had a 2017 3rd Quarter average quoted rental rate of \$14.64 per square foot for all retail space, compared to \$14.26 in 2016 3rd Quarter, or a 1.5% increase over the last year. Quoted rental rates for the submarket were approximately 13% higher at \$16.53 per square foot.

Vacancy

The Lee County Metro has a 2017 3rd Quarter vacancy of 4.8% for all retail space compared to 4.0% for the submarket space. Vacancy rates are relatively unchanged over the last year.

Construction and Absorption

There is currently 260,742 square feet of retail space under construction in the market, of which 50.2% is within the submarket. Net absorption for the prior year was positive.

Office

Office Market Statistics

Lee County Macro & S Ft Myers/San Carlos Submarket

Quarter	Lee County - All Office Space					S Ft Myers/San Carlos - All Office Space				
	Square Feet		Total	Total	Direct	Square Feet		Total	Total	Direct
	Total	Under	Net	Percent	Rental Rate	Total	Under	Net	Percent	Rental Rate
	Square Feet	Construction	Absorption	Vacant	(Full Service)	Square Feet	Construction	Absorption	Vacant	(Full Service)
2017 Q3	19,891,115	60,622	158,455	6.6%	\$13.46 psf	8,199,314	55,622	78,964	6.1%	\$13.95 psf
2017 Q2	19,885,071	61,666	140,847	7.4%	\$13.36 psf	8,193,270	61,666	36,278	7.0%	\$13.90 psf
2017 Q1	19,868,901	63,646	119,703	8.0%	\$13.24 psf	8,187,100	53,646	24,441	7.3%	\$13.68 psf
2016 Q4	19,818,901	107,602	117,100	8.4%	\$13.88 psf	8,187,100	47,602	37,198	7.6%	\$14.32 psf
2016 Q3	19,813,361	61,710	181,078	8.9%	\$13.99 psf	8,181,560	11,710	55,367	8.0%	\$14.90 psf
2016 Q2	19,775,383	90,018	183,501	9.7%	\$13.96 psf	8,150,082	33,518	130,200	8.4%	\$14.90 psf
2016 Q1	19,696,384	119,017	117,228	10.2%	\$13.65 psf	8,074,702	108,898	46,985	9.1%	\$14.60 psf
2015 Q4	19,707,184	110,477	346,680	10.9%	\$13.86 psf	8,074,702	106,858	4,256	9.7%	\$14.71 psf
2015 Q3	19,412,184	401,858	89,533	11.3%	\$14.10 psf	8,074,702	106,858	20,938	9.7%	\$14.71 psf
2015 Q2	19,396,332	310,852	282,138	11.7%	\$14.10 psf	8,058,850	15,852	227,426	9.8%	\$14.99 psf
2015 Q1	19,255,882	443,302	52,207	12.5%	\$14.20 psf	7,918,400	148,302	23,340	11.1%	\$14.86 psf
2014 Q4	19,250,282	448,902	57,958	12.8%	\$14.03 psf	7,918,400	148,302	42,724	11.4%	\$14.94 psf
2014 Q3	19,252,505	440,452	73,290	13.1%	\$14.00 psf	7,918,400	139,852	-13,415	11.9%	\$14.62 psf
2014 Q2	19,249,505	435,600	13,660	13.4%	\$14.05 psf	7,915,400	135,000	-36,649	11.7%	\$14.66 psf
2014 Q1	19,229,162	26,369	108,548	13.4%	\$14.35 psf	7,910,623	7,777	42,546	11.2%	\$14.71 psf
2013 Q4	19,244,028	17,989	59,306	14.1%	\$14.52 psf	7,917,947	7,777	50,138	11.8%	\$14.83 psf
2013 Q3	19,243,869	22,386	153,429	14.4%	\$14.57 psf	7,913,550	12,174	70,350	12.4%	\$14.62 psf
2013 Q2	19,256,544	12,174	173,719	15.2%	\$14.85 psf	7,913,550	12,174	71,704	13.3%	\$15.09 psf
2013 Q1	19,328,454	10,469	11,484	16.4%	\$14.66 psf	7,910,478	10,469	40,299	14.2%	\$15.20 psf
2012 Q4	19,332,377	6,072	-138,131	16.5%	\$15.24 psf	7,910,478	6,072	-63,168	14.7%	\$15.55 psf

Rental Rates

The Lee County Metro had a 2017 3rd Quarter average quoted rental rate of \$13.46 per square foot for all office space, compared to 13.99 in 2016 3rd Quarter, or a 3.79% decrease over the last year. Quoted rental rates for the submarket were approximately 3.64% at \$13.95 per square foot.

Vacancy

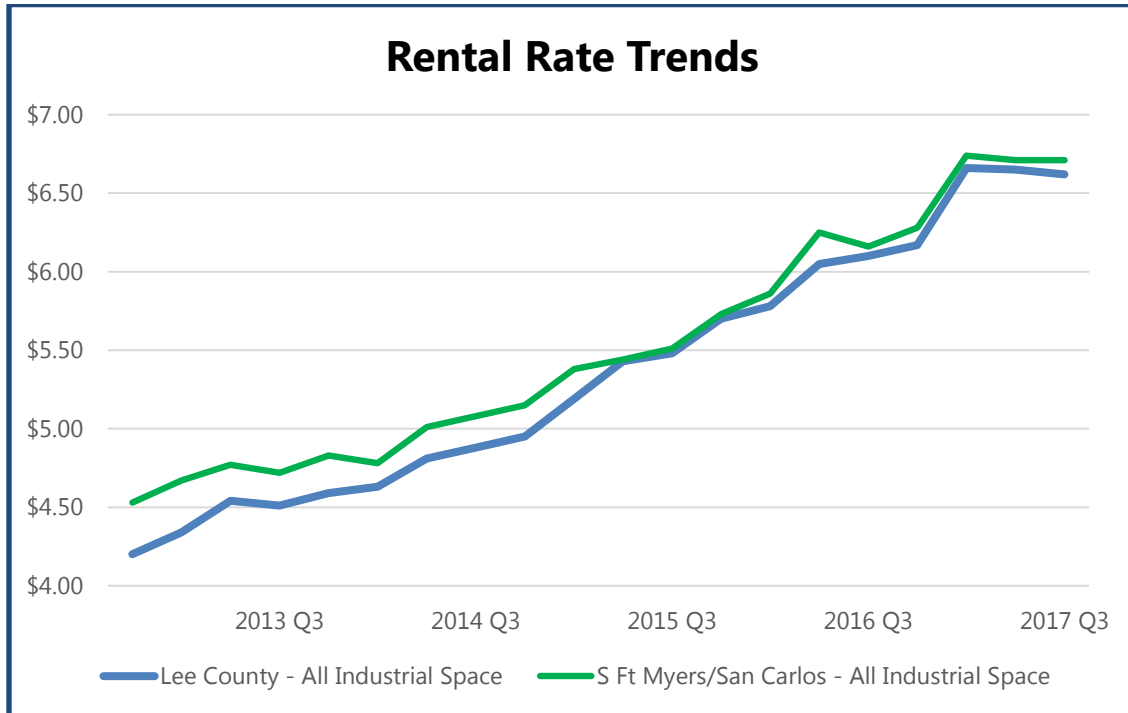
The Lee County Metro has a 2017 3rd Quarter vacancy of 6.6% for all office space compared to 6.1% for the submarket space. Vacancy rates declined over the last year.

Construction and Absorption

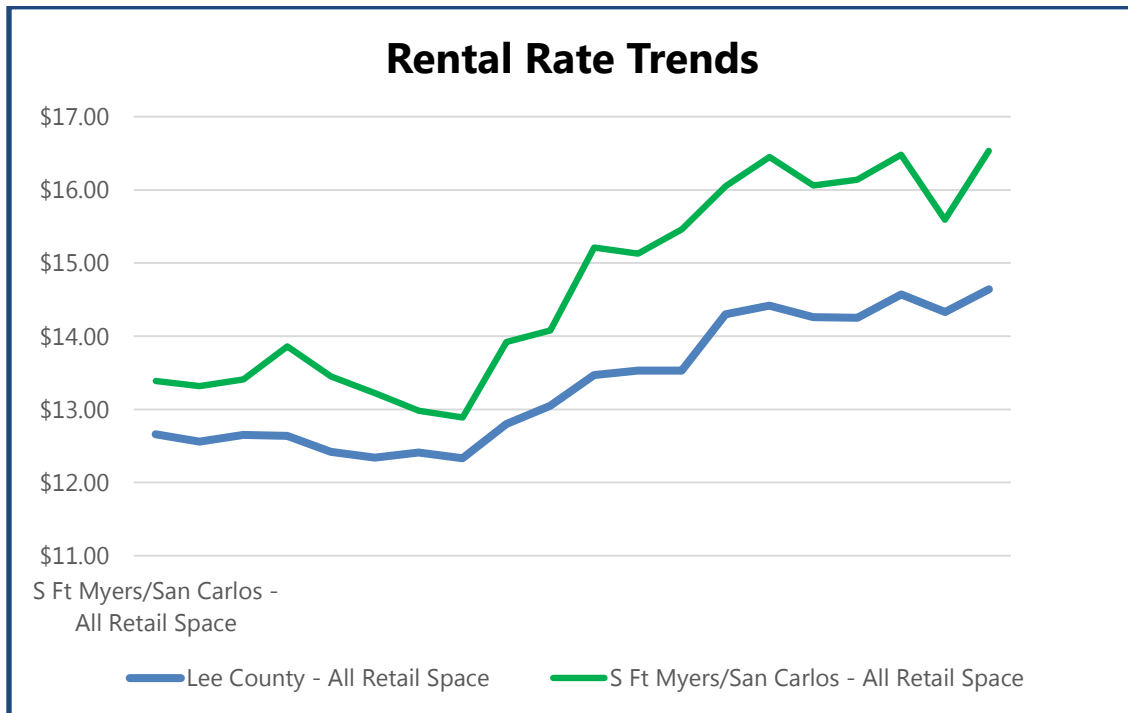
There is currently 60,622 square feet of office space under construction in the market, of which 91.8% is within the submarket. Net absorption for the prior year was positive.

Rental Rate Trends

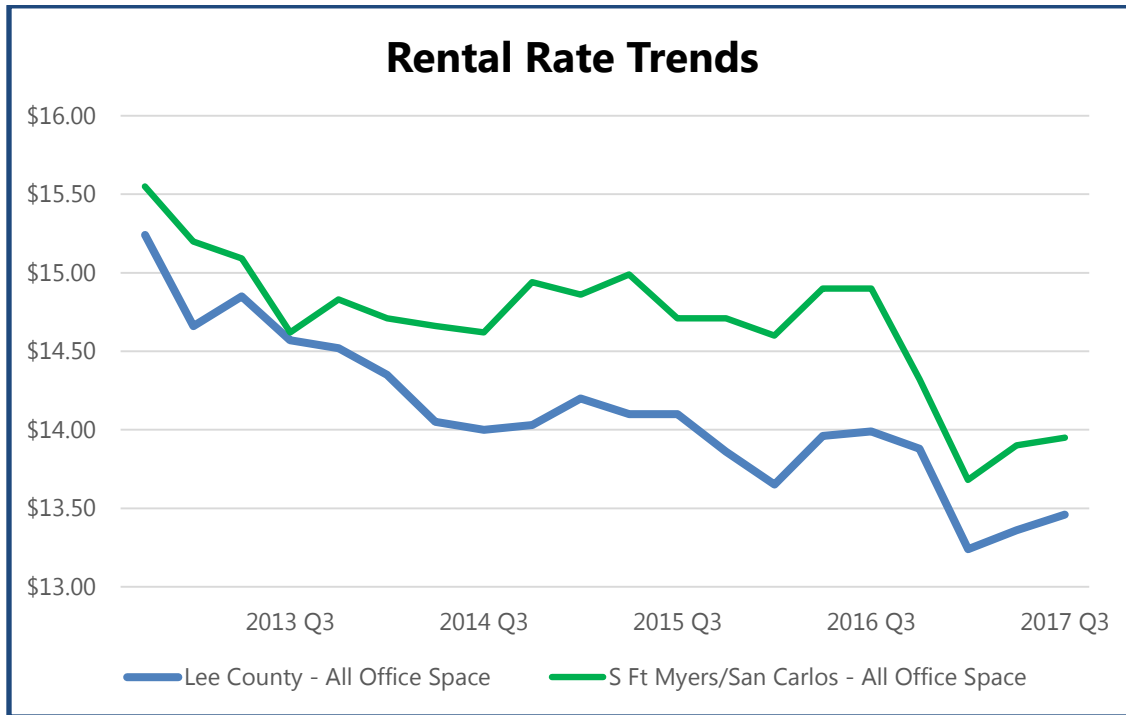
Industrial



Retail



Office



Airport Ground Rent Analysis

The following ground rent analysis and statistics were taken from the 2013 Public Use Airports’ Rates and Charges Analysis - Final Report, as published by the Florida Department of Transportation Aviation Office, and is the most recent published findings.⁴ The survey information is for commercial and general aviation airports throughout the state of Florida. A more recent survey has not been provided; however, market conditions from 2013 to current are considered relatively similar for airport property ground leases.

Commercial – Non-aeronautical Use

Average ground lease rates for commercial non-aeronautical use at the surveyed commercial and GA airports in Florida are presented in Table 3-26.⁵

⁴ Public Use Airports’ Rates and Charges Analysis; Florida Department of Transportation Aviation Office; Alexander Kolpakov; November 2013

⁵ Ibid

Table 3-26. Ground Lease Rates for Commercial Non-aeronautical Use, All Airports

	Measure	Commercial Average	GA Average	All Airports
Lease amount	Per sq. ft./year	\$1.759 (4)	\$1.774 (18)	\$1.771 (22)
	% of FMV	12% (1)	5% (1)	8.5% (2)
Percent of gross revenue	%		14.4% (8)	14.4% (8)
Periodic adjustment		80.0% (4)	95.2% (20)	92.3% (24)
How often adjusted	Annual	28.6% (2)	57.1% (12)	50.0% (14)
	Every 5 years	14.3% (1)	14.3% (3)	14.3% (4)
	Other	57.1% (4)	28.6% (6)	35.7% (10)
Basis for adjustment	CPI	42.9% (3)	52.2% (12)	50.0% (15)
	Appraisal	14.3% (1)	26.1% (6)	23.3% (7)
	Other	42.9% (3)	21.7% (5)	26.7% (8)

**The number of airports that responded to each question is provided in parenthesis.*

The survey data show that ground lease rates for commercial non-aeronautical use at commercial at GA airports are practically identical. The difference in rates per square foot between commercial and GA airports is less than 1 percent. The comparison of commercial non-aeronautical ground lease rates (per square foot) at the surveyed Florida commercial and GA airports is presented in Figure 3-56.⁶

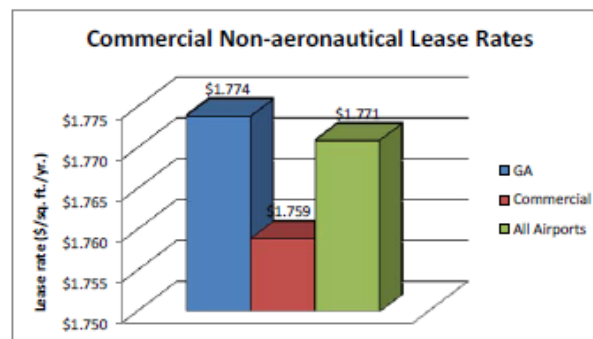


Figure 3-56. Ground lease rates for commercial non-aeronautical use, commercial vs. GA.

The rates vary, sometimes substantially, based on the geographic region of the airport. Due to a small number of responding commercial airports, it is not possible to provide a comparison of ground lease rates at commercial airports by geographic region; only the rates at GA airports could be presented. Ground lease rates for commercial non-aeronautical use at the surveyed GA airports by geographic region of the state are shown in Figure 3-57.⁷

⁶ Ibid

⁷ Ibid

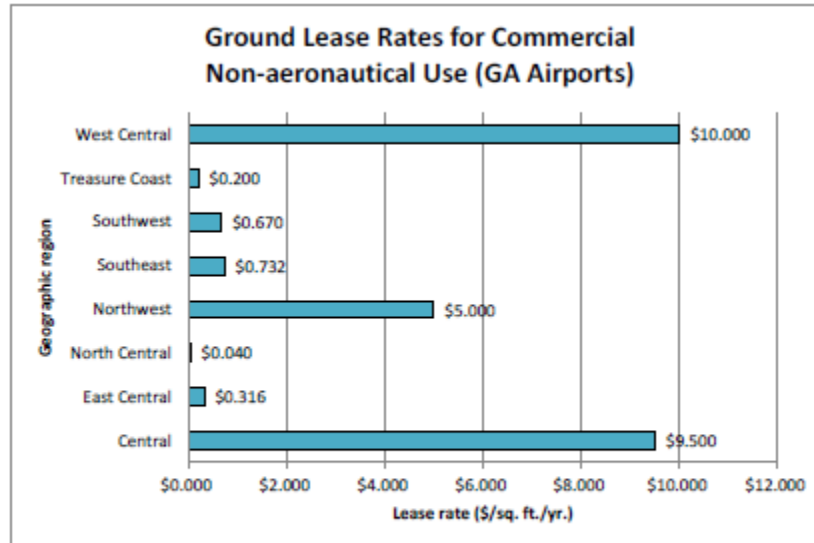


Figure 3-57. Ground lease rates for commercial non-aeronautical use at GA airports by region.

The highest average ground lease rates for commercial non-aeronautical use (\$10.00/sq. ft./yr.) were observed at GA airports located in the West Central region of the state. GA airports in the North Central region reported the lowest average ground lease rates for commercial non-aeronautical use (\$0.040/sq. ft./yr.). Due to a limited number of airports representing each region in the survey data, the results of the geographic comparison should be interpreted with caution.⁸

Industrial – Non-aeronautical Use

Average ground lease rates for industrial non-aeronautical use at the surveyed commercial and GA airports in Florida are presented in Table 3-27.⁹

Table 3-27. Ground Lease Rates for Industrial Non-aeronautical Use, All Airports

	Measure	Commercial Average	GA Average	All Airports
Lease amount	Per sq. ft./year	\$1.025 (1)	\$1.136 (8)	\$1.124 (9)
	% of FMV	12% (1)		12% (1)
Percent of gross revenue	%		20.0% (4)	20.0% (4)
Periodic adjustment		75.0% (3)	100.0% (12)	93.8% (15)
How often adjusted	Annual	40.0% (2)	66.7% (8)	58.8% (10)
	Every 5 years	20.0% (1)	8.3% (1)	11.8% (2)
	Other	40.0% (2)	25.0% (3)	29.4% (5)
Basis for adjustment	CPI	50.0% (2)	80.0% (8)	71.4% (10)
	Other	50.0% (2)	20.0% (2)	28.6% (4)

**The number of airports that responded to each question is provided in parenthesis.*

The survey data show that ground lease rates for industrial non-aeronautical use at GA airports on average are 10.0 percent higher than at commercial airports. The comparison of industrial non-aeronautical ground lease rates (per square foot) at the surveyed Florida commercial and GA airports is presented in Figure 3-58.¹⁰

⁸ Ibid

⁹ Ibid

¹⁰ Ibid

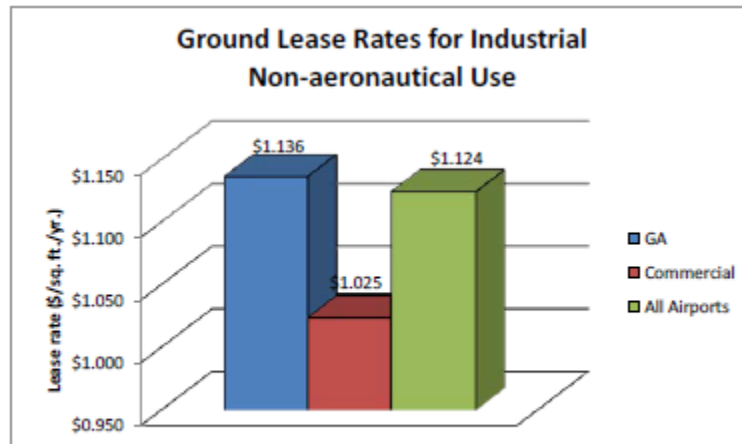


Figure 3-58. Ground lease rates for industrial non-aeronautical use, commercial vs. GA.

The rates vary, sometimes substantially, based on the geographic region of the airport. Due to a small number of responding commercial airports, it is not possible to provide a comparison of ground lease rates at commercial airports by geographic region; only the rates at GA airports could be presented. Ground lease rates for industrial non-aeronautical use at the surveyed GA airports by geographic region of the state are shown in Figure 3-59.¹¹

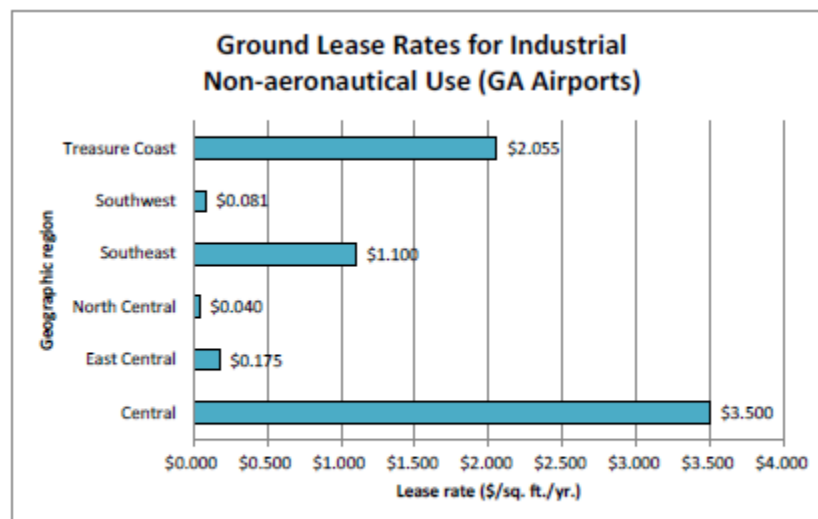


Figure 3-59. Ground lease rates for industrial non-aeronautical use at GA airports by region.

The highest average ground lease rates for industrial non-aeronautical use (\$3.50/sq. ft./yr.) were observed at GA airports located in the Central region of the state. GA airports in the North Central region reported the lowest average ground lease rates for industrial non-aeronautical use (\$0.040/sq. ft./yr.). Due to a limited number of airports representing each region in the survey data, the results of the geographic comparison should be interpreted with caution.¹²

¹¹ Ibid

¹² Ibid

General Conclusions

The subject is one of about 18 parcels within Skyplex that are designated as non-aviation land. The subject is further identified for retail, office and-or industrial use as per the master concept plan. All three properties type markets are considered relatively strong in the area, with industrial and retail showing the greatest gains. While occupancy rates are tightening for office space, the market may be showing signs of some pushback with declining asking rental rates; however, this could also be a reflection of little to no availability of higher quality, well-located office properties which would lower the average. Absorption rates for the sale and leasing of general commercial space in the overall market continues to stabilize gradually and it is estimated to continue for the next year or so. Absorption rates over the past twelve months have shown signs of improvement in particular market types and specific market areas. The demand for vacant land had been slower to recover, but in recent years is showing steady signs of improvement with recent announcements and-or activity of development in several Southwest Florida submarkets.

Rental rates vary and are most dependent on location, quality, and-or use. In addition, less developed airports, such as the subject, may have to be more aggressive in leasing than more developed airports regardless of classification (commercial vs. general aviation).

Ground leases are not as prevalent in Lee and Collier Counties as they are in other parts of the state. And most of those that do exist are for smaller, retail properties with national net product type tenancy (quick service restaurant, bank branch, convenience store, etc.). Those in place are typically for a 15 to 20-yr term, leased absolute net (no operating expense to ownership), with escalations every five years or so, if at all.

Over the past couple of years, the market has been relatively strong with the availability of favorable financing terms, increases in absorption and decreases in vacancy. Overall, market velocity is increasing with a tightening of vacancy rates and increase of quoted lease rates for well-located assets. As occupancy continues to increase, even poorly-located and-or poor quality properties will see an increase in demand.

Midfield Leasing

The Midfield area is comprised of about 51 acres of non-aviation designated land that is offered for commercial/office development. The Midfield area is well-located along the primary terminal access road, just west of the main terminal. Of the 51 acres, only about 2.24 acres has ground leased and developed. This 2.24 acre site was leased in 2011 for development of a C-store/gas station use, with construction completed in 2014. The land is ground leased for a 26-year term with five, 5-yr renewal options. The base rental rate of about \$1.55 psf escalates based on CPI index every three years. In addition, the tenant pays \$0.01 per gallon of fuel sold (additional rent). Per the lease, the tenant has an option to increase the area for restaurant development, at which time the base rate would be similar to the then existing rate, plus some percentage rent based on gross sales of C-store and restaurant (less fuel sales). To the best of our knowledge, the tenant has not extended interest in exercising this option.

There has been no other known leasing activity reported within Midfield area as of the date of value.

Skyplex Leasing

The Skyplex project is comprised of about 1,150 acres of non-aviation designated land that is offered for development. There are 18 parcels identified within the project that are offered for ground lease. To the best of our knowledge, only a few of the parcels are currently under ground lease. One parcel is a 10.4 acre site that was ground leased to North American Properties – Southeast, Inc. in 2015 for an initial term of 20 years with six, 5-yr renewal options. The initial base rate of \$0.17 psf is fixed for the first ten years, then increases 10% in Year 11 (7.2% increases in option periods). North American Properties – Southeast, Inc. is developing a 65,000 square foot, more or less, shopping center that will be anchored by a Publix grocery store (late 2017/early 2018 delivery).

Earlier this year, Gartner Inc. leased land for the development of an office campus with about 143,000-sf, and expandable up to 250,000-sf. The ground lease is for just of 19.11 acres for a 20-yr term, with six, 5-yr renewal options. There has been no other leasing activity reported within Skyplex as of the date of value. The initial annual ground rent is roughly \$156,000, or about \$0.19 psf, which is flat for the first ten years. The rent escalates, with a maximum of \$264,000, or about \$0.32 psf, in the last option period. The lease also allows for a Phase 2 option of an additional 13.05 acres within the first five years of the lease. The additional rent on the Phase 2 land is reported at about \$28,800 annually. Construction for Phase 1 is expected to be completed by late 2018.

Subject Analysis

The subject is located within a mix-used commercial project marketed as Skyplex, which is part of the Southwest Florida International Airport (commercial airport). The project is well-located off of a heavily trafficked primary roadway. The property fronts a primary, arterial roadway and adjacent to, albeit on the outer edge, of an industrial/business park oriented project that is commonly referred to as Gateway. Historically, the area has been negatively impacted by a lack of development with the Skyplex project and around the immediate area. Not only does the subject compete with other vacant, for lease properties within the project, it also competes with large amounts of vacant land in the immediate area that is available for immediate purchase. Still, an increase in demand for industrial space throughout the county, as well as recent developments within the immediate area show that there is growing demand for the area which bodes well for the subject. In 2017 three developments in the immediate area are either under construction and-or recently delivered, which include Summit Church building (14,440-sf and adjacent to subject), Skywalk neighborhood shopping center (65,000-sf and Publix anchored), and Gartner Campus office expansion (143,000-sf). The Skywalk and Gartner developments are part of Skyplex.

The subject property is undeveloped, vacant land which would require clearing and fill before development. The subject property benefits from having utilities available to the site at the street. As previously discussed, the property has about 12.66 acres of wetlands that would need to be mitigated for full development.

The location along a heavily trafficked, primary roadway is a positive influence, tempered by the lack of development. The amount of vacant land available for leasing/purchasing is a negative influence. The heavily wooded condition with wetlands is a negative influence. The recent development of nearby parcels is a positive influence. The improving market condition with higher occupancy rates and-or increasing rental rates is a positive influence. Overall market conditions in the short-term suggest the outlook for the property is relatively good.

Highest and Best Use

The Highest and Best Use of a property is the use that is legally permissible, physically possible, and financially feasible which results in the highest value. An opinion of the highest and best use results from consideration of the criteria noted above under the market conditions or likely conditions as of the effective date of value. Determination of highest and best use results from the judgment and analytical skills of the appraiser. It represents an opinion, not a fact. In appraisal practice, the concept of highest and best use represents the premise upon which value is based.

Analysis of Highest and Best Use As If Vacant

The primary determinants of the highest and best use of the property as if vacant are the issues of (1) Legal permissibility, (2) Physical possibility, (3) Financial feasibility, and (4) Maximum productivity.

Legally Permissible

The subject site is zoned AOPD, Airport Operations Planned Development which controls the general nature of permissible uses but is appropriate for the location and physical elements of the subject property, providing for a consistency of use with the general neighborhood. The location of the subject property is appropriate for the uses allowed, as noted previously, and a change in zoning is unlikely. There are no known easements, encroachments, covenants or other use restrictions that would unduly limit or impede development.

Physically Possible

The physical attributes allow for a number of potential uses. Elements such as size, shape, availability of utilities, known hazards (flood, environmental, etc.), and other potential influences are described in the Site Description and have been considered. There are no items of a physical nature that would materially limit appropriate and likely development.

Financially Feasible

The probable use of the site for commercial development conforms to the pattern of land use in the market area. A review of published yield, rental and occupancy rates suggest that there is a balanced supply and demand is sufficient to support construction costs and ensure timely absorption of additional inventory in this market. Therefore, near-term speculative development of the subject site is financially feasible.

Maximally Productive

Among the financially feasible uses, the use that results in the highest value (the maximally productive use) is the highest and best use. Considering these factors, the maximally productive use as though vacant is for commercial development use.

Conclusion of Highest and Best Use As If Vacant

The conclusion of the highest and best use as if vacant is for commercial development use.

Analysis of Highest and Best Use as Improved

N/A; Unimproved, vacant land.

Most Probable Buyer

As of the date of value, the most probable buyer of the subject property is local, regional or national developer/user.

Land Valuation

Methodology

Site Value is most often estimated using the sales comparison approach. This approach develops an indication of market value by analyzing closed sales, listings, or pending sales of properties similar to the subject, focusing on the difference between the subject and the comparables using all appropriate elements of comparison. This approach is based on the principles of supply and demand, balance, externalities, and substitution, or the premise that a buyer would pay no more for a specific property than the cost of obtaining a property with the same quality, utility, and perceived benefits of ownership.

Analysis

Per client instruction, we have valued the property under three valuation scenarios as follows: 1) Sub parcel A (0.90 acres); 2) Sub parcels A & B (7.17 acres); and 3) Sub parcels A, B & C (entire 20.64 acres).

For the purposes of this analysis, we have used the Sales Comparison Approach with two sets of sales for comparison, first for sub parcels A (0.90 acres) and A & B (7.17 acres). In this first analysis, we considered and compared the comparables against the 7.17 acres of the subject property (A & B). We then applied a premium to our conclusion for sub parcel A (0.90 acres), considering smaller parcels trade at a higher rate based on economies of scale.

Our second sales comparison analysis is for sub parcels A, B & C (entire 20.64 acres). For this analysis, we considered and compared the subject's 20.64 acres against similarly sized, relatively speaking, land sales.

Wetlands Mitigation

At the end of this section, we have deducted the estimated cost of wetlands mitigation from our preliminary value conclusions.

Unit of Comparison

The unit of comparison depends on land use economics and how buyers and sellers use the property. The unit of comparison in this analysis is per gross square foot.

Elements of Comparison

Elements of comparison are the characteristics or attributes of properties and transactions that cause the prices of real estate to vary. The primary elements of comparison considered in sales comparison analysis are as follows: (1) property rights conveyed, (2) financing terms, (3) conditions of sale, (4) expenditures made immediately after purchase, (5) market conditions, (6) location, and (7) physical characteristics.

Comparable Sales Data

To obtain and verify comparable sales of vacant land properties, we conducted a search of public records, field surveys, interviews with knowledgeable real estate professionals in the area, and a review of our internal database.

We included four smaller land sales and three larger land sales in our analyses, as these sales were judged to be the most comparable to develop an indication of market value for the subject property.

Sales Comparison – Sub Parcels A & B (0.90 acres & 7.17 acres)

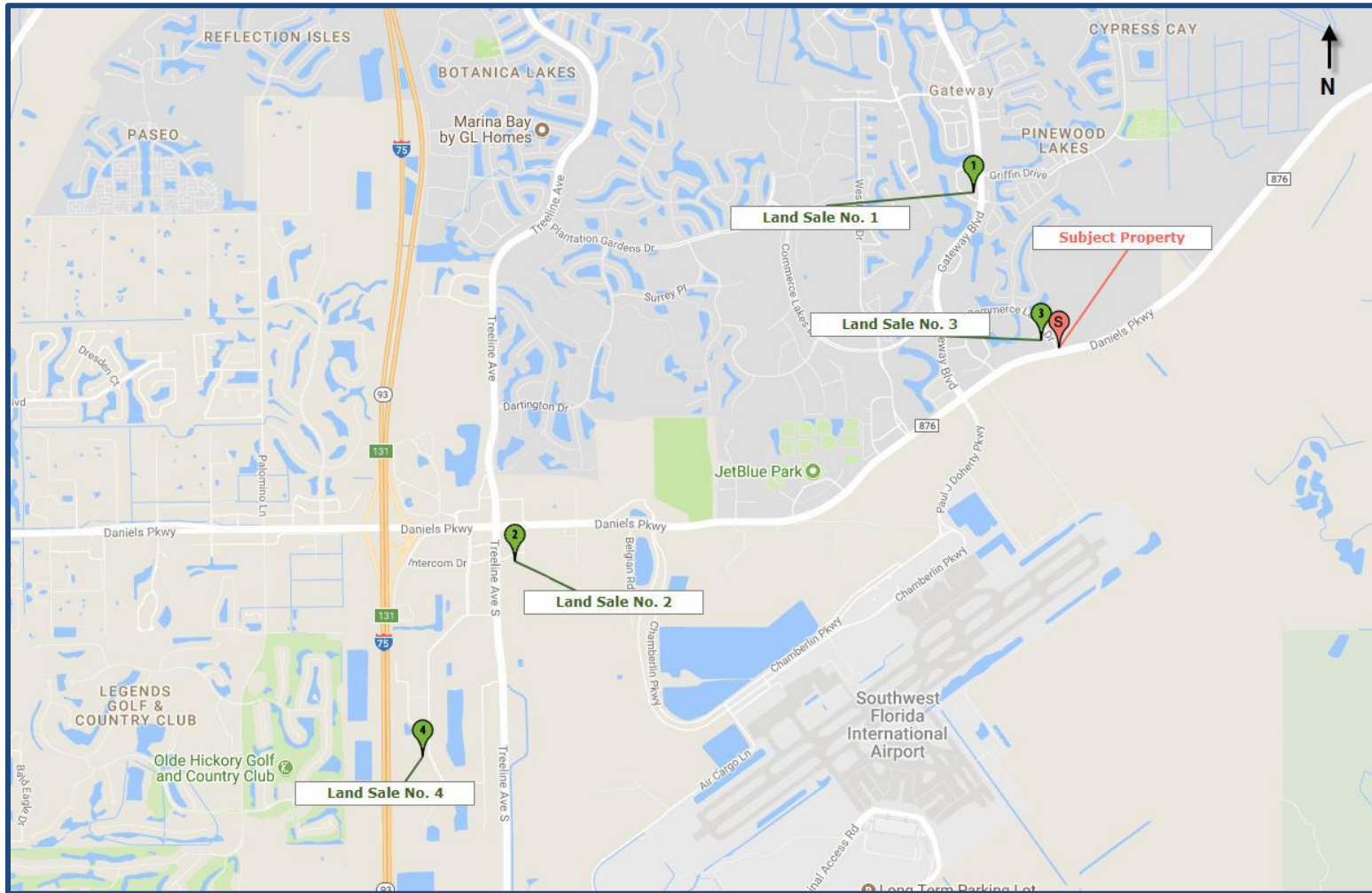
The table on the following page summarizes each sale comparable and a map illustrating the location of each in relation to the subject. Details of each comparable follow the location map.

Land Sales Summary – Sub Parcels A & B

Land Sales Summary

Comp. No.	Date of Sale	Gross Sq. Ft.	Location	Zoning	Proposed Use	Sales Price Actual	Per Sq. Ft.
1	June-17	82,677	11961 Fairway Lakes Dr Fort Myers, Florida	PUD	Creative World School	\$300,000	\$3.63
2	May-17	106,265	13600 Saddle Rd Fort Myers, Florida	CT	None reported	\$350,000	\$3.29
3	January-17	113,770	12941 Express Ct Fort Myers, Florida	MPD	Summit Church	\$425,000	\$3.74
4	December-16	300,812	14600 Jetport Loop Fort Myers, Florida	IPD	None reported	\$1,277,856	\$4.25

COMPARABLE SALES MAP – SUB PARCELS A & B



LAND COMPARABLE 1 – SUB PARCEL A & B



Property Identification

Property/Sale ID	9620/10123
Property Type	Commercial
Property Name	1.90 acres; Creative World School
Address	11961 Fairway Lakes Dr
City, State Zip	Fort Myers, Florida 33913
County	Lee
MSA	Fort Myers-Cape Coral
Submarket	South Ft Myers/San Carlos Park
Latitude/Longitude	26.570523/-81.749415
Tax ID	07-45-26-07-00008.0020

Transaction Data

Sale Date	June 26, 2017	Recording Number	2017000139457
Sale Status	Recorded	Sale Price	\$300,000
Grantor	Baget Holdings, LP	Financing Adj.	\$0
Grantee	CWS at Gateway, Inc.	Sale Conditions Adj.	\$0
Property Rights	Fee Simple	Exp. Imm. After Sale	\$0
Financing	Conventional	Non-Realty Adj.	\$0
Conditions of Sale	Typical	Adjusted Price	\$300,000

Property Description

Gross Acres	1.898	Density (Units/Ac)	0.53
Gross SF	82,677	Proposed Bldg SF	13,000
Usable Acres	1.89800	Street Access	Average
Usable SF	82,677	Visibility	Average
Front Feet	360.00	Corner/Interior	Corner
Depth	330.00	Shape	Irregular
No. of Lots	1	Topography	Level, cleared
No. of Units	1	Utilities	Public Available

Flood Hazard Zone	Zone X	Zoning Description	Planned Unit Development;
Zoning Jurisdiction	Lee County		Gateway
Zoning Code	PUD	Traffic Count	N/A

Indicators

\$/Gross Acre	\$158,061	\$/FF	\$833.33
\$/Gross SF	\$3.63	\$/Lot	\$300,000
\$/Usable Acre	\$158,061	\$/Unit	\$300,000
\$/Usable SF	\$3.63	\$/SF of Bldg Area	\$23.08

Verification

Confirmed With Public Records; Internal Files

Remarks

The vacant land property is located along a moderately trafficked, secondary/connector roadway in the Gateway neighborhood. The non-signalized, corner parcel is rated average for exposure and access. The land is zoned as part of the Gateway PUD/DRI in an area that is designated for commercial uses. Adjacent uses include some office development, as well as undeveloped, vacant land. The northerly adjacent parcel is designated for future development of a fire station.

The national buyer purchased the land for future development of an owner-occupied daycare center d/b/a Creative World School. The buyer is a national operator of numerous schools for young children (preschool up to 10-yrs old) in Florida, Texas, Illinois, Missouri and Virginia.

The buyer financed the purchase through a construction loan with Atlantic Coast Bank. The land had a cleared condition at the time of sale.

LAND COMPARABLE 2 - SUB PARCEL A & B



Property Identification

Property/Sale ID	9623/10126
Property Type	Commercial
Property Name	2.44 acres; Commercial Land
Address	13600 Saddle Rd
City, State Zip	Fort Myers, Florida 33913
County	Lee
MSA	Fort Myers-Cape Coral
Submarket	South Ft Myers/San Carlos Park
Latitude/Longitude	26.545026/-81.784868
Tax ID	23-45-25-01-00033.0000

Transaction Data

Sale Date	May 10, 2017	Recording Number	2017000115655
Sale Status	Recorded	Sale Price	\$350,000
Grantor	Orlando Acquisitions Two, LLC	Financing Adj.	\$0
Grantee	Mohammed Kasham	Sale Conditions Adj.	\$0
Property Rights	Fee Simple	Exp. Imm. After Sale	\$0
Financing	Conventional	Non-Realty Adj.	\$0
Conditions of Sale	Typical	Adjusted Price	\$350,000

Property Description

Gross Acres	2.440	Street Access	Average
Gross SF	106,265	Visibility	Average
Usable Acres	2.43951	Corner/Interior	Corner
Usable SF	106,265	Shape	Irregular
Front Feet	80.00	Topography	Heavily wooded
Depth	340.00	Utilities	Public Available
No. of Lots	1	Flood Hazard Zone	Zone X

Zoning Jurisdiction	Lee County	Zoning Description	Tourist Commercial
Zoning Code	CT		

Indicators

\$/Gross Acre	\$143,471	\$/FF	\$4,375.00
\$/Gross SF	\$3.29	\$/Lot	\$350,000
\$/Usable Acre	\$143,472	\$/Unit	\$0
\$/Usable SF	\$3.29	\$/SF of Bldg Area	\$.00

Verification

Confirmed With	Public Records; Internal Files
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Remarks

The vacant land property is located along a moderately trafficked, secondary connector roadway, just south of a signalized intersection. The irregular shaped, corner parcel is rated average for access and exposure. The irregular shape of the parcel limits construction towards the front of the lot, which also impact exposure (simply average exposure). Public utilities are available to the site.

The land is zoned Tourist Commercial, which promotes various commercial/retail type uses. The property is in close proximity to an I-75 highway interchange, which could influence future development. The land had previously been approved and marketed for hotel development; however, that was some time ago (2008 +/-). Across the street on the westerly side of Treeline Ave, the land is mostly developed with commercial and industrial type uses (C-store, retail, hotel, FedEx distribution facility, etc.). On the easterly side of Treeline, where this property is located, the land is mostly unimproved, vacant lots. Further to the east is a regional airport (Southwest Florida International Airport).

The buyer previously purchased the property as part of a two-property portfolio via a court ordered sale, which included this property as well as a C-store/gas station along Corkscrew Rd. The motivation of purchase by the Orlando based buyer was not reported; however, the buyer is associated with C-store/gas station operations. Future use as a C-store site is not unreasonable give the seller, buyer, and location.

This was assumed an all-cash transaction with no new mortgage recorded. The land had a heavily wooded condition at the time of sale.

LAND COMPARABLE 3 - SUB PARCEL A & B



Property Identification

Property/Sale ID	9591/10107
Property Type	Commercial
Property Name	2.612 acres; Summit Church
Address	12941 Express Ct
City, State Zip	Fort Myers, Florida 33913
County	Lee
MSA	Fort Myers-Cape Coral
Submarket	South Ft Myers/San Carlos Park
Latitude/Longitude	26.560285/-81.744237
Tax ID	18-45-26-08-0000E.0000

Transaction Data

Sale Date	January 5, 2017	Recording Number	2017000004487
Sale Status	Recorded	Sale Price	\$425,000
Grantor	Temple-Drexel, LLC	Financing Adj.	\$0
Grantee	Intelliflex Express Court, LLC	Sale Conditions Adj.	\$0
Property Rights	Fee Simple	Exp. Imm. After Sale	\$0
Financing	Conventional	Non-Realty Adj.	\$0
Conditions of Sale	Typical	Adjusted Price	\$425,000

Property Description

Gross Acres	2.612	No. of Units	1
Gross SF	113,770	Density (Units/Ac)	0.38
Usable Acres	2.61180	Proposed Use	Future site of Summit Church
Usable SF	113,770	Proposed Bldg SF	14,440
Front Feet	250.00	Street Access	Average
Depth	255.00	Rail Access	No
No. of Lots	1		

Water/Port Access	No	Flood Hazard Zone	Zone X
Visibility	Average	Use Designation	New Community
Corner/Interior	Interior	Zoning Jurisdiction	Lee County
Shape	Generally Rectangular	Zoning Code	MPD
Topography	Level	Zoning Description	Mixed-Use Planned Unit Development
Utilities	All are available to the site	Traffic Count	N/A
Drainage	Assumed adequate under normal conditions		

Indicators

\$/Gross Acre	\$162,723	\$/FF	\$1,700.00
\$/Gross SF	\$3.74	\$/Lot	\$425,000
\$/Usable Acre	\$162,723	\$/Unit	\$425,000
\$/Usable SF	\$3.74	\$/SF of Bldg Area	\$29.43

Verification

Confirmed With Confidential; Informed Party

Remarks

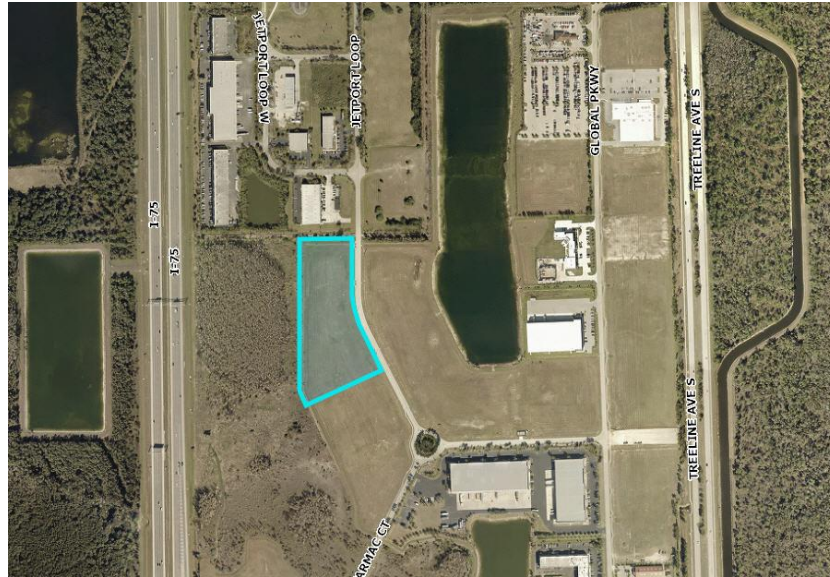
The vacant land parcel is located just on a secondary roadway, just off of a primary roadway (Daniels Pkwy). The rectangular shaped, interior lot is rated average for access and exposure. The property is located in the Gateway planned community, with the immediate area mostly developed with office/light industrial uses. The land is zoned MPD as part of the Daniels Preserve mixed planned development, which promotes commercial, industrial, and residential uses.

The buyer is a local developer/owner of multiple real estate assets in the Gateway area. They purchased the land to accommodate tenant relocation for Summit Church. The landlord (buyer) needed some more space to accommodate a different tenant's expansion and Summit Church agreed to relocate to a built-to-suit building at this location. Buyer saw it as a win-win for both existing tenants.

The property was not marketed for sale; however, was reported to be an arm's-length transaction at market terms. The property was in a cleared condition at the time of sale. Permitting in place shortly after purchase was approved for a 14,440-sf, 386-seat house of worship, with supporting site improvements. The buyer financed the purchase through a \$1,860,000 construction loan with Encore Bank.

This property previously sold in April 2014 for \$689,120, but included an additional 5.67 acre parcel that was split off after the transaction date.

LAND COMPARABLE 4 - SUB PARCEL A & B



Property Identification

Property/Sale ID	9622/10125
Property Type	Industrial
Property Name	6.91 acres; Business Park Land
Address	14600 Jetport Loop
City, State Zip	Fort Myers, Florida 33913
County	Lee
MSA	Fort Myers-Cape Coral
Submarket	South Ft Myers/San Carlos Park
Latitude/Longitude	26.531483/-81.791986
Tax ID	27-45-25-20-00000.B010

Transaction Data

Sale Date	December 21, 2016	Recording Number	2016000270031
Sale Status	Recorded	Sale Price	\$1,277,856
Grantor	GB Treeline, LLP	Financing Adj.	\$0
Grantee	KJS Limited, LLC	Sale Conditions Adj.	\$0
Property Rights	Fee Simple	Exp. Imm. After Sale	\$0
Financing	Seller Financed	Non-Realty Adj.	\$0
Conditions of Sale	Typical	Adjusted Price	\$1,277,856

Property Description

Gross Acres	6.906	Rail Access	No
Gross SF	300,812	Water/Port Access	No
Usable Acres	6.90569	Visibility	Average
Usable SF	300,812	Corner/Interior	Interior
Front Feet	790.00	Shape	Irregular
Depth	300.00	Topography	Level, cleared
No. of Lots	1	Utilities	Public Available
Street Access	Average	Flood Hazard Zone	Zone X

Zoning Jurisdiction	Lee County		International Commerce
Zoning Code	IPD		Park
Zoning Description	Southwest Florida	Traffic Count	N/A

Indicators

\$/Gross Acre	\$185,044	\$/FF	\$1,617.54
\$/Gross SF	\$4.25	\$/Lot	\$1,277,856
\$/Usable Acre	\$185,044	\$/Unit	\$0
\$/Usable SF	\$4.25	\$/SF of Bldg Area	\$0.00

Verification

Confirmed With Buying Agency

Remarks

The property is located in the Southwest Florida International Commerce Park planned development. The lot, identified as B-1 per the IDP plans, is permitted for various types of development, including industrial, office, and quasi-retail type uses. The irregular shaped parcel has average access and exposure along the business park road (Jetport Loop). As of late 2017, about 30% of the planned business park is built-out, with the remaining lots being vacant and mostly site ready for vertical improvements. Infrastructure for the park is in place (roads, utilities, etc.).

The seller has held the property since 2007 and had it on the market for an extended period of time (years) at an undisclosed offering price. The local buyer, an affiliate of Scott Fischer Enterprises, purchased the property for what appears to be an investment, having re-listed the property for sale or built-to-suit leasing shortly after purchase. The current asking price for the land is \$1,895,000, or \$6.30 psf, which is a 48% increase over the purchase price.

The seller financed 100% of the purchase with a 2-yr mortgage at undisclosed terms. The property had a cleared and level condition at the time of sale with utilities available at the site (stubbed in).

Land Sales Comparison Analysis - Sub Parcel A & B

When necessary, adjustments were made for differences in various elements of comparison, including property rights conveyed, financing terms, conditions of sale, expenditures made immediately after purchase, market conditions, location, and other physical characteristics. If the element in comparison is considered superior to that of the subject, we applied a negative adjustment. Conversely, a positive adjustment was applied if inferior. A summary of the elements of comparison follows.

Transaction Adjustments

Transaction adjustments include (1) real property rights conveyed, (2) financing terms, (3) conditions of sale, and (4) expenditures made immediately after purchase. These items, which are applied prior to the market conditions and property adjustments, are discussed as follows:

Real Property Rights Conveyed

Real property rights conveyed influence sale prices and must be considered when analyzing a sale comparable. The appraised value and sale comparables all reflect the fee simple interest with no adjustments required.

Financing Terms

The transaction price of one property may differ from that of an identical property due to different financial arrangements. Sales involving financing terms that are not at or near market terms require adjustments for cash equivalency to reflect typical market terms. A cash equivalency procedure discounts the atypical mortgage terms to provide an indication of value at cash equivalent terms. Sales 1, 2 and 3 involved typical market terms by which the sellers received cash or its equivalent and the buyers paid cash or tendered typical down payments and obtained conventional financing at market terms for the balance. Therefore, no adjustments for this category were required. Sale 4 was 100% seller financed; however, above/below market financing was not reported; therefore, no adjustment was made.

Conditions of Sale

When the conditions of sale are atypical, the result may be a price that is higher or lower than that of a normal transaction. Adjustments for conditions of sale usually reflect the motivations of either a buyer or a seller who is under duress to complete the transaction. Another more typical condition of sale involves the downward adjustment required to a comparable property's for-sale listing price, which usually reflects the upper limit of value. The sale comparables do not indicate any condition of sale adjustments were warranted for atypical conditions or for-sale listings.

Expenditures Made Immediately After Purchase

A knowledgeable buyer considers expenditures required upon purchase of a property, as these costs affect the price the buyer agrees to pay. Such expenditures may include: costs to demolish and remove any portion of the improvements, costs to petition for a zoning change, and/or costs to remediate environmental contamination.

The relevant figure is not the actual cost incurred, but the cost anticipated by both the buyer and seller. Unless the sales involved expenditures anticipated upon the purchase date, no adjustments to the comparable sales are required for this element of comparison. The parties to these transactions

did not anticipate expenditures were required immediately after purchase; therefore, no adjustments were warranted.

Market Conditions Adjustment - Sub Parcel A & B

Market conditions change over time because of inflation, deflation, fluctuations in supply and demand, or other factors. Changing market conditions may create a need for adjustment to comparable sale transactions completed during periods of dissimilar market conditions.

Discussions with market participants and a review of market data indicated overall market conditions for vacant land properties have been improving with recent transactions confirming this trend. As such, we applied an adjustment to each comparable based on a factor of 10.00% per year.

Property Adjustments - Sub Parcel A & B

Property adjustments are usually expressed quantitatively as percentages or dollar amounts that reflect the differences in value attributable to the various characteristics of the property. In some instances, however, qualitative adjustments are used. These adjustments are based on locational and physical characteristics and are applied after transaction and market conditions adjustments.

Location

Location adjustments may be required when the locational characteristics of a comparable are different from those of the subject. These characteristics can include general neighborhood characteristics, freeway accessibility, street exposure, corner- versus interior-lot location, neighboring properties, view amenities, and other factors.

The subject site is well-located along a primary roadway, albeit in an area that is relatively underdeveloped. In comparison to the comparables, we considered the superior and inferior locational aspects of the subject vs. the comparables to offset, resulting in relatively similar locational characteristics; therefore, no adjustments were considered.

Size

The size adjustment addresses variance in the physical size of the comparables and that of the subject, as a larger parcel typically commands a lower price per unit than a smaller parcel. This inverse relationship is due, in part, to the principle of "economies of scale."

The subject site consists of 312,325 gross square feet (7.17 acres). The comparables range from 82,677 to 300,812 square feet. Sales 1, 2, and 3 were adjusted downward for smaller land size. Sale 4 is relatively similar and was not adjusted.

Shape/Depth

The subject site consists of an irregular-shaped tract, which impacts potential development/uses. Sales 1, 2, and 4 were considered similar enough not to warrant any adjustment for this category. Sale 3 was adjusted downward for its superior, more rectangular shape.

Utilities

The subject property does have utilities available on the date of value, which was similar to all four sales; therefore, no adjustment was warranted.

Topography

The subject has a heavily wooded topography and would require clearing and fill prior to development. Sales 1, 3, and 4 were adjusted downward for superior, cleared and level condition. Sale 2 is relatively similar and was not adjusted.

Zoning

The highest and best use of sale comparables should be very similar to that of the subject property. When comparables with the same zoning as the subject are lacking or scarce, parcels with slightly different zoning, but a highest and best use similar to that of the subject may be used as comparables. These comparables may require an adjustment for differences in utility if the market supports such adjustment.

The subject site is zoned Airport Operations Planned Development with retail, industrial, and office uses. This is considered relatively similar to all four sales; therefore, no adjustment was considered.

Summary of Adjustments - Sub Parcel A & B

Presented on the following page is a summary of the adjustments made to the sale comparables. As noted earlier, these quantitative adjustments were based on our market research, best judgment, and experience in the appraisal of similar properties.

LAND SALES ADJUSTMENT GRID - SUB PARCEL A & B
Land Sales Adjustment Grid

	Subject	Sale # 1	Sale # 2	Sale # 3	Sale # 4
Sale ID		10123	10126	10107	10125
Date of Value & Sale	October-17	June-17	May-17	January-17	December-16
Property Name	Parcel P11a - Lots A & B	1.90 acres; Creative World School	2.44 acres; Commercial Land	2.612 acres; Summit Church	6.91 acres; Business Park Land
Unadjusted Sale Price		\$300,000	\$350,000	\$425,000	\$1,277,856
Gross Acres	7.170	1.898	2.440	2.612	6.906
Gross Square Feet	312,325	82,677	106,265	113,770	300,812
Unadjusted Sales Price per Gross Sq. Ft.		\$3.63	\$3.29	\$3.74	\$4.25
Transactional Adjustments					
Property Rights Conveyed	<i>Fee Simple</i>	<i>Fee Simple</i>	<i>Fee Simple</i>	<i>Fee Simple</i>	<i>Fee Simple</i>
Adjustment		-	-	-	-
Adjusted Sales Price		\$3.63	\$3.29	\$3.74	\$4.25
Financing Terms	<i>Cash to Seller</i>	<i>Conventional</i>	<i>Conventional</i>	<i>Conventional</i>	<i>Seller Financed</i>
Adjustment		-	-	-	-
Adjusted Sales Price		\$3.63	\$3.29	\$3.74	\$4.25
Conditions of Sale	<i>Typical</i>	<i>Typical</i>	<i>Typical</i>	<i>Typical</i>	<i>Typical</i>
Adjustment		-	-	-	-
Adjusted Sales Price		\$3.63	\$3.29	\$3.74	\$4.25
Expenditures after Sale		\$0	\$0	\$0	\$0
Adjusted Sales Price		\$3.63	\$3.29	\$3.74	\$4.25
Market Conditions Adjustments					
Elapsed Time from Date of Value		<i>0.31 years</i>	<i>0.44 years</i>	<i>0.78 years</i>	<i>0.82 years</i>
Market Trend Through	October-17	3.1%	4.4%	7.8%	8.2%
Adjusted Sales Price		\$3.74	\$3.44	\$4.03	\$4.60
Physical Adjustments					
Location	<i>NEC of Daniels Pkwy & Commerce Lakes Dr</i>	<i>11961 Fairway Lakes Dr</i>	<i>13600 Saddle Rd</i>	<i>12941 Express Ct</i>	<i>14600 Jetport Loop</i>
	<i>Fort Myers, Florida</i>	<i>Fort Myers, Florida</i>	<i>Fort Myers, Florida</i>	<i>Fort Myers, Florida</i>	<i>Fort Myers, Florida</i>
Adjustment		-	-	-	-
Size	<i>312,325 sq ft</i>	<i>82,677 sq ft</i>	<i>106,265 sq ft</i>	<i>113,770 sq ft</i>	<i>300,812 sq ft</i>
Adjustment		-10.0%	-10.0%	-10.0%	-
Shape/Depth	<i>Irregular</i>	<i>Similar</i>	<i>Similar</i>	<i>Superior</i>	<i>Similar</i>
Adjustment		-	-	-5.0%	-
Utilities	<i>Public Available</i>	<i>Public Available</i>	<i>Public Available</i>	<i>Public Available</i>	<i>Public Available</i>
Adjustment		-	-	-	-
Topography	<i>Heavily wooded</i>	<i>Superior</i>	<i>Similar</i>	<i>Superior</i>	<i>Superior</i>
Adjustment		-10.0%	-	-10.0%	-10.0%
Zoning	<i>AOPD</i>	<i>PUD</i>	<i>CT</i>	<i>MPD</i>	<i>IPD</i>
Adjustment		-	-	-	-
Net Physical Adjustment		-20.0%	-10.0%	-25.0%	-10.0%
Adjusted Sales Price per Gross Square Foot		\$2.99	\$3.09	\$3.02	\$4.14

Preliminary Conclusion - Sub Parcel A & B

From the market data available, we used four land sales in competitive market areas which were adjusted based on pertinent elements of comparison. The following table summarizes the unadjusted and adjusted unit prices:

Land Sale Statistics

Metric	Unadjusted	Adjusted
Minimum Sales Price per Gross Square Foot	\$3.29	\$2.99
Maximum Sales Price per Gross Square Foot	\$4.25	\$4.14
Median Sales Price per Gross Square Foot	\$3.68	\$3.06
Mean Sales Price per Gross Square Foot	\$3.73	\$3.31

The most comparable was Sale #3 in location and #4 in size; however, no one sale is considered truly comparable. As such, we considered the sales in aggregate. The adjusted prices for the sales ranged from \$2.99 to \$4.14 per square foot, with an average of \$3.31 per square foot and a median of \$3.06 per square foot.

Based on the adjusted prices and the positive/negative influences of the subject, a unit value for the subject property is near the middle of the adjusted range, or \$3.20 to \$3.40 per gross square foot. This indicates a preliminary market value range of \$1,000,000 to \$1,060,000, rounded.

Based on this analysis, the preliminary land value indication is summarized as follows:

Land Value Indication

Reasonable Adjusted Comparable Range					
312,325 square feet	x	\$3.20 psf	=		\$999,440
312,325 square feet	x	\$3.40 psf	=		\$1,061,905
Market Value Opinion					
312,325 square feet	x	\$3.20 to \$3.40 psf	=		\$1,000,000 to \$1,060,000

Preliminary Conclusion - Sub Parcel A

In estimating the market value of Sub Parcel A (0.90 acres), we have considered the previous analysis and baseline price per square foot range of \$3.20 to \$3.40, adjusting for a 10% premium being a smaller lot (0.90 ac vs. 7.17 ac).

Based on this analysis, the preliminary land value indication is summarized as follows:

Land Value Indication

Reasonable Adjusted Comparable Range					
39,204 square feet	x	3.35 psf	=		\$130,000
39,204 square feet	x	\$3.55 psf	=		\$140,000
Market Value Opinion					
39,204 square feet	x	\$3.35 to \$3.55 psf	=		\$130,000 to \$140,000

Sales Comparison – Sub Parcels A, B, & C (20.64 acres)

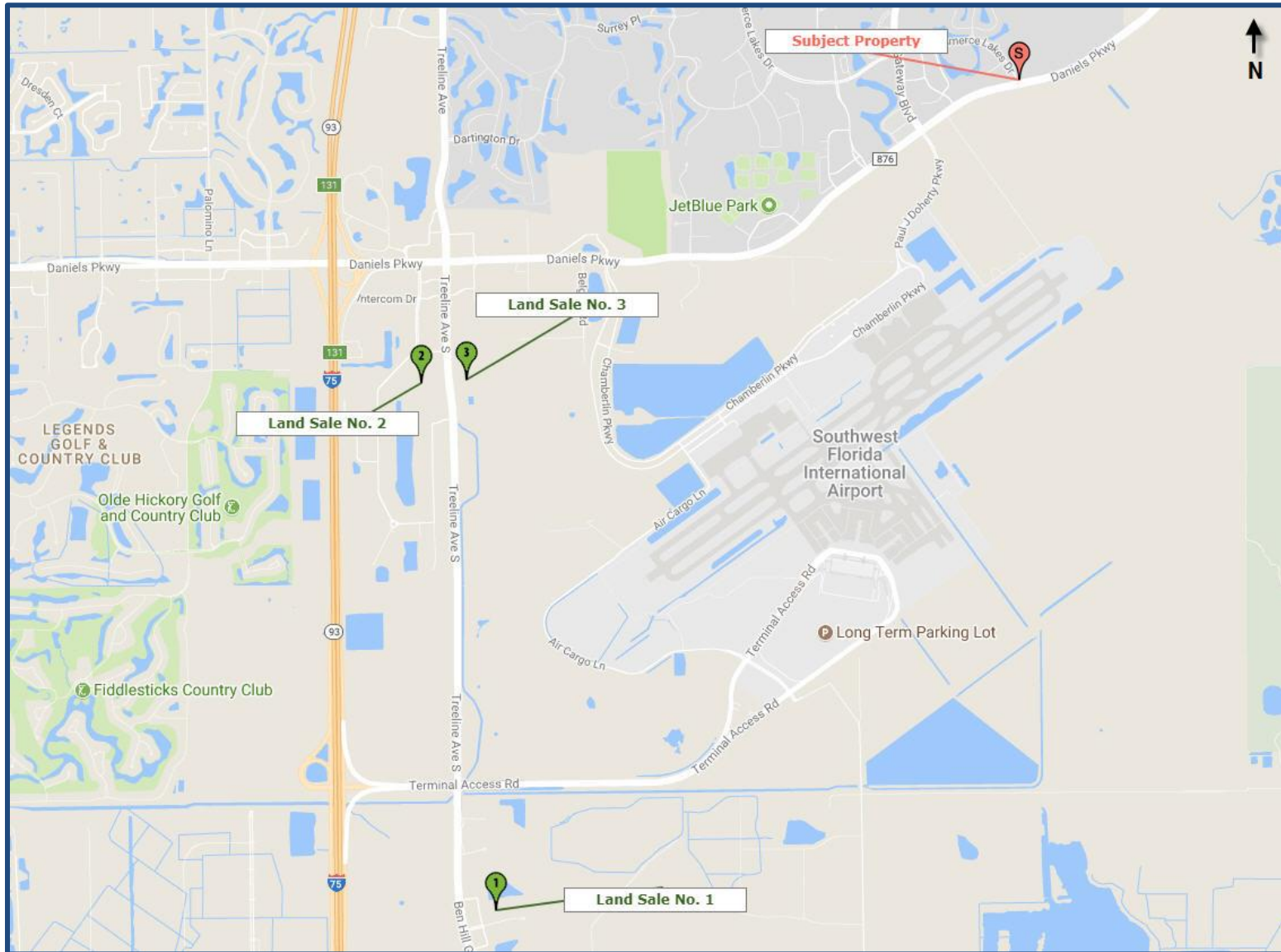
The table on the following page summarizes each sale comparable and a map illustrating the location of each in relation to the subject. Details of each comparable follow the location map.

Land Sales Summary - Sub Parcels A, B, & C (20.64 acres)

Land Sales Summary

Comp. No.	Date of Sale	Gross Sq. Ft.	Location	Zoning	Proposed Use	Sales Price Actual	Per Sq. Ft.
1	August-17	1,169,789	10400 Meridian Center Pkwy Fort Myers, Florida	MPD	Industrial Flex Project	\$3,768,844	\$3.22
2	September-15	954,400	14050 Treeline Ave S Fort Myers, Florida	AG-2 and CPD	FedEx Ground Distribution Center	\$2,235,000	\$2.34
3	February-15	824,155	14501 Treeline Ave S Fort Myers, Florida	AG-2	Future Industrial/Business Park	\$968,200	\$1.17

COMPARABLE SALES MAP - SUB PARCELS A, B, & C (20.64 ACRES)



LAND COMPARABLE 1 – SUB PARCELS A, B, & C (20.64 ACRES)

Property Identification

Property/Sale ID	9621/10124
Property Type	Commercial
Property Name	26.85 acres; Meridian Center North/South
Address	10400 Meridian Center Pkwy
City, State Zip	Fort Myers, Florida 33913
County	Lee
MSA	Fort Myers-Cape Coral
Submarket	South Ft Myers/San Carlos Park
Latitude/Longitude	26.503346/-81.782580
Tax ID	02,46,25,03,00000.C130, 02-46-25-03-00000.C170, et al

Transaction Data

Sale Date	August 9, 2017	Recording Number	2017000173002 & 2017000173003
Sale Status	Recorded	Sale Price	\$3,768,844
Grantor	Meridian Airport Park, LLC	Financing Adj.	\$0
Grantee	Meridian Center North, LLC & Meridian Center South, LLC	Sale Conditions Adj.	\$0
Property Rights	Fee Simple	Exp. Imm. After Sale	\$0
Financing	Conventional	Non-Realty Adj.	\$0
Conditions of Sale	Typical	Adjusted Price	\$3,768,844

Property Description

Gross Acres	26.855	Proposed Bldg SF	350,000
Gross SF	1,169,789	Street Access	Average
Usable Acres	26.85466	Visibility	Average
Usable SF	1,169,789	Corner/Interior	Interior
Front Feet	1,050.00	Shape	Irregular
No. of Lots	16	Topography	Level, cleared

Utilities	Public Available	Zoning Description	Mixed Planned
Flood Hazard Zone	Zone X		Development; Meridian
Use Designation	Mixed-Use		Center
Zoning Jurisdiction	Lee County	Traffic Count	N/A
Zoning Code	MPD		

Indicators

\$/Gross Acre	\$140,342	\$/FF	\$3,589.38
\$/Gross SF	\$3.22	\$/Lot	\$235,553
\$/Usable Acre	\$140,342	\$/Unit	\$0
\$/Usable SF	\$3.22	\$/SF of Bldg Area	\$10.77

Verification

Confirmed With	Listing Agency
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Remarks

The 16-parcel property totals 26.854 acres and is part of the Meridian Center mixed-use planned development. The irregular shaped assemblage essentially functions as two parcels with a cul-de-sac street bisecting the two. Although technically corner parcels, the land functions more like an interior, or rear lot, being off the main road and in the back of the planned development. The land is rated average for access and exposure. The MPD zoning permits a mix of industrial and commercial uses, with one possible use scenario that also allows for a hotel. The immediate surrounding area is mostly underdeveloped and-or unimproved, vacant land; however, that may change in the near future as large tracts of land near the site (across Ben Hill Griffin Pkwy) have recently sold. The area is just southwest of the regional airport (Southwest Florida International Airport) and north of Gulf Coast Town Center (outdoor shopping/mall).

The sale is an assemblage of 16 contiguous parcels purchased under two transactions with the same seller, buyer, and purchase date. Nine lots were purchased for \$2,108,307 (\$3.22 psf) and the remaining eight were purchased for \$1,660,537 (\$3.22 psf). The out-of-town buyer purchased the property for future development of two industrial flex buildings totaling 350,000-sf in rentable building area. The land was in a cleared and level condition at the time of purchase.

This was an all-cash transaction with no new mortgage recorded. The property was on the market in excess of a year and offered at an undisclosed price.

LAND COMPARABLE 2 – SUB PARCELS A, B, & C (20.64 ACRES)

Property Identification

Property/Sale ID	6661/8198
Property Type	Land
Property Name	21.91 acres; FedEx Ground Center
Address	14050 Treeline Ave S
City, State Zip	Fort Myers, Florida 33913
County	Lee
MSA	Fort Myers-Cape Coral
Submarket	South Fort Myers
Latitude/Longitude	26.539187/-81.788259
Tax ID	26-45-25-00-00001.0020, 26-45-25-00-00001.001A

Transaction Data

Sale Date	September 17, 2015	Recording Number	2015000208217
Sale Status	Recorded	Sale Price	\$2,235,000
Grantor	Istrouma Trustee, LLC & Airport Gateway, Ltd.	Financing Adj.	\$0
Grantee	JDC Fort Myers, LLC	Sale Conditions Adj.	\$0
Property Rights	Fee Simple	Exp. Imm. After Sale	\$0
Financing	Conventional	Non-Realty Adj.	\$0
Conditions of Sale	Typical	Adjusted Price	\$2,235,000

Property Description

Gross Acres	21.910	Proposed Use	FedEx Ground Distribution Center
Gross SF	954,400	Proposed Bldg SF	213,508
Usable Acres	21.91001	Street Access	Average
Usable SF	954,400	Visibility	Average
Front Feet	654.00	Corner/Interior	Interior
Depth	1,124.00	Shape	Irregular
No. of Lots	2		

Topography	Partially Wooded	Zoning Code	AG-2 and CPD
Utilities	Public Available	Zoning Description	Agriculture and
Flood Hazard Zone	X		Commercial Planned
Use Designation	Airport/Tradeport		Development
Zoning Jurisdiction	Lee County		

Indicators

\$/Gross Acre	\$102,008	\$/FF	\$3,417.43
\$/Gross SF	\$2.34	\$/Lot	\$1,117,500
\$/Usable Acre	\$102,008	\$/SF of Bldg Area	\$10.47
\$/Usable SF	\$2.34		

Verification

Confirmed With	Listing Agency
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Remarks

The property includes 16.91 acres at 14050 Treeline Ave S and another five acres to the southwest that include a large retention pond. The site spans a total of 21.91 acres. The irregular shaped parcel has primary frontage along Treeline Ave S, with some (minimal) frontage along Jetport Loop. The land was partial cleared, partially wooded at the time of purchase. A retention pond exists on a portion of the 5 acre parcel.

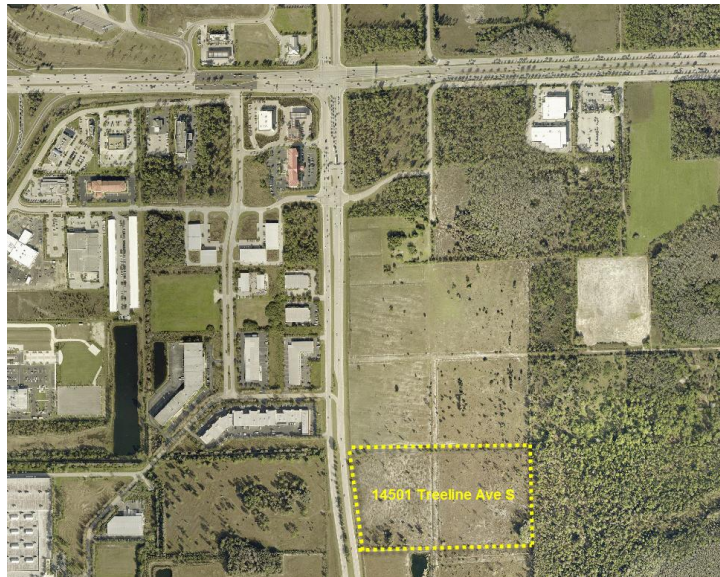
The site is zoned AG-2 and CPD and is part of the airport/tradeport future land use. The surrounding area is sparsely developed with commercial and light industrial uses along Jetport Loop and Treeline Ave S, as well as Daniels Pkwy to the north.

This sale involved the assemblage of two tracts of land that were purchased for future development of a FedEx Ground distribution center. The buyer, Jones Development Co., is an out-of-state developer with a focus on build-to-suit light industrial/manufacturing type buildings. The sale includes 16.91 acres at 14050 Treeline Ave S and another five acres to the southwest that include a large retention pond. The new FedEx Ground distribution center will be a 213,508-sf sorting plant.

The buyer chose the site based on its ease of access to major highways, location near major airport, proximity to customer's distribution centers, and strong local workforce for recruitment potential.

The buyer financed \$16,000,000 through Commerce Bank as a construction loan.

LAND COMPARABLE 3 – SUB PARCELS A, B, & C (20.64 ACRES)



Property Identification

Property/Sale ID	7676/8772
Property Type	Commercial
Property Name	18.92 acres; Commercial Land
Address	14501 Treeline Ave S
City, State Zip	Fort Myers, Florida 33913
County	Lee
MSA	Fort Myers-Cape Coral
Submarket	Fort Myers
Latitude/Longitude	26.539377/-81.784820
Tax ID	26-45-25-00-00001.002B, 26-45-25-00-00001.0030, 26-45-25-00-00001.0050

Transaction Data

Sale Date	February 5, 2015	Days on Market	300
Sale Status	Recorded	Sale Price	\$968,200
Grantor	Istrouma Trustee, LLC	Financing Adj.	\$0
Grantee	Treeline 18, LLC	Sale Conditions Adj.	\$0
Property Rights	Fee Simple	Exp. Imm. After Sale	\$0
Financing	Conventional	Non-Realty Adj.	\$0
Conditions of Sale	Typical	Adjusted Price	\$968,200
Recording Number	2015000025738		

Property Description

Gross Acres	18.920	Street Access	Average
Gross SF	824,155	Rail Access	No
Usable Acres	18.92000	Water/Port Access	No
Usable SF	824,155	Visibility	Average
Front Feet	657.00	Corner/Interior	Interior
Depth	1,245.00	Shape	Rectangular
No. of Lots	3	Topography	Cleared

Utilities	Public Available	Zoning Code	AG-2
Flood Hazard Zone	Zone X	Zoning Description	Agricultural
Use Designation	Airport/Tradeport	Traffic Count	21,149 (2016)
Zoning Jurisdiction	Lee County		

Indicators

\$/Gross Acre	\$51,173	\$/Usable SF	\$1.17
\$/Gross SF	\$1.17	\$/FF	\$1,473.67
\$/Usable Acre	\$51,173	\$/Lot	\$322,733

Verification

Confirmed With Listing Agency

Remarks

The assemblage property is comprised of 18.92 acres along the east side of Treeline Ave S, south of where Treeline Ave intersects Daniels Pkwy. The generally rectangular shaped assemblage has direct frontage along Treeline Ave S, which is a moderately trafficked primary roadway. The land is mostly cleared, previously designated as grazing land. The property is in close proximity to a regional commercial airport (Southwest Florida International Airport), as well as an interstate highway (I-75).

The surrounding area is sparsely developed with most development across the street and west of Treeline Ave (commercial and light industrial uses), as well as commercial development along Daniels Pkwy and closer to the I-75 interchange.

This sale involved the assemblage of two tracts of land (since separated to three tracts) that were purchased for investment purposes with no development plans reported at the time of purchase. The buyer, Treeline 18, LLC., is associated with a local real estate investment group. The buyer chose the site based on its ease of access to major highways, location near major airport, proximity to customer's distribution centers, and strong local workforce for recruitment potential.

At the time of purchase, the site was zoned AG-2 and is part of the airport/tradeport future land use. As of 2017, the buyer's have petitioned for a zoning change to and Industrial Planned Development (IPD) called The Treeline 28 Commerce Park, which includes 29.29 acres for mixed-use development (335,000-sf of tradeport commercial and light industrial). See pending Lee County Resolution DCI2017-00011 for more details.

The property was on the market for about 300 days prior to closing. The property sold for about 5% less than the asking price of \$1,024,000. This was assumed an all-cash transaction as no new mortgage was recorded.

Land Sales Comparison Analysis – Sub Parcels A, B, & C (20.64 acres)

When necessary, adjustments were made for differences in various elements of comparison, including property rights conveyed, financing terms, conditions of sale, expenditures made immediately after purchase, market conditions, location, and other physical characteristics. If the element in comparison is considered superior to that of the subject, we applied a negative adjustment. Conversely, a positive adjustment was applied if inferior. A summary of the elements of comparison follows.

Transaction Adjustments

Transaction adjustments include (1) real property rights conveyed, (2) financing terms, (3) conditions of sale, and (4) expenditures made immediately after purchase. These items, which are applied prior to the market conditions and property adjustments, are discussed as follows:

Real Property Rights Conveyed

Real property rights conveyed influence sale prices and must be considered when analyzing a sale comparable. The appraised value and sale comparables all reflect the fee simple interest with no adjustments required.

Financing Terms

The transaction price of one property may differ from that of an identical property due to different financial arrangements. Sales involving financing terms that are not at or near market terms require adjustments for cash equivalency to reflect typical market terms. A cash equivalency procedure discounts the atypical mortgage terms to provide an indication of value at cash equivalent terms. All of the sale comparables involved typical market terms by which the sellers received cash or its equivalent and the buyers paid cash or tendered typical down payments and obtained conventional financing at market terms for the balance. Therefore, no adjustments for this category were required.

Conditions of Sale

When the conditions of sale are atypical, the result may be a price that is higher or lower than that of a normal transaction. Adjustments for conditions of sale usually reflect the motivations of either a buyer or a seller who is under duress to complete the transaction. Another more typical condition of sale involves the downward adjustment required to a comparable property's for-sale listing price, which usually reflects the upper limit of value. The sale comparables do not indicate any condition of sale adjustments were warranted for atypical conditions or for-sale listings.

Expenditures Made Immediately After Purchase

A knowledgeable buyer considers expenditures required upon purchase of a property, as these costs affect the price the buyer agrees to pay. Such expenditures may include: costs to demolish and remove any portion of the improvements, costs to petition for a zoning change, and/or costs to remediate environmental contamination.

The relevant figure is not the actual cost incurred, but the cost anticipated by both the buyer and seller. Unless the sales involved expenditures anticipated upon the purchase date, no adjustments to the comparable sales are required for this element of comparison. The parties to these transactions did not anticipate expenditures were required immediately after purchase; therefore, no adjustments were warranted.

Market Conditions Adjustment – Sub Parcels A, B, & C (20.64 acres)

Market conditions change over time because of inflation, deflation, fluctuations in supply and demand, or other factors. Changing market conditions may create a need for adjustment to comparable sale transactions completed during periods of dissimilar market conditions.

Discussions with market participants and a review of market data indicated overall market conditions for vacant land properties have been improving with recent transactions confirming this trend. As such, we applied an adjustment to each comparable based on a factor of 10.00% per year.

Property Adjustments – Sub Parcels A, B, & C (20.64 acres)

Property adjustments are usually expressed quantitatively as percentages or dollar amounts that reflect the differences in value attributable to the various characteristics of the property. In some instances, however, qualitative adjustments are used. These adjustments are based on locational and physical characteristics and are applied after transaction and market conditions adjustments.

Location

Location adjustments may be required when the locational characteristics of a comparable are different from those of the subject. These characteristics can include general neighborhood characteristics, freeway accessibility, street exposure, corner- versus interior-lot location, neighboring properties, view amenities, and other factors.

The subject site is well-located along a primary roadway, albeit in an area that is relatively underdeveloped. In comparison to the comparables, we considered the superior and inferior locational aspects of the subject vs. the comparables to offset, resulting in relatively similar locational characteristics; therefore, no adjustments were considered.

Size

The size adjustment addresses variance in the physical size of the comparables and that of the subject, as a larger parcel typically commands a lower price per unit than a smaller parcel. This inverse relationship is due, in part, to the principle of "economies of scale."

The subject site consists of 899,078 square feet, or 20.64 acres of gross land. The comparables range from 824,155 to 1,169,789 square feet. Sale 1 was adjusted upward for inferior, larger size. The remaining sales are relatively similar and were not adjusted.

Shape/Depth

The subject site consists of an irregular-shaped tract, which impact potential development/use. Sale 1's relatively rectangular shape is offset by it being bisected by an existing roadway; therefore, no adjustment was considered. Sales 2 and 3 are superior, rectangular in shape and were adjusted downward.

Utilities

The subject property does have utilities available on the date of value, which was similar to all four sales; therefore, no adjustment was warranted.

Topography

The subject has a heavily wooded topography and would require clearing and fill prior to development. All three sales adjusted downward for superior, cleared, level, and-or filled condition, relatively speaking.

Zoning

The highest and best use of sale comparables should be very similar to that of the subject property. When comparables with the same zoning as the subject are lacking or scarce, parcels with slightly different zoning, but a highest and best use similar to that of the subject may be used as comparables. These comparables may require an adjustment for differences in utility if the market supports such adjustment.

The subject site is zoned Airport Operations Planned Development with retail, industrial, and office uses. This is considered relatively similar to all three sales; therefore, no adjustment was considered.

Summary of Adjustments – Sub Parcels A, B, & C (20.64 acres)

Presented on the following page is a summary of the adjustments made to the sale comparables. As noted earlier, these quantitative adjustments were based on our market research, best judgment, and experience in the appraisal of similar properties.

LAND SALES ADJUSTMENT GRID – SUB PARCELS A, B, & C (20.64 ACRES)

Subject		Sale # 1	Sale # 2	Sale # 3
Sale ID		10124	8198	8772
Date of Value & Sale	October-17	August-17	September-15	February-15
Property Name		26.85 acres; Meridian Center	21.91 acres; FedEx Ground Center	18.92 acres; Commercial Land
	Parcel P11a	North/South		
Unadjusted Sale Price		\$3,768,844	\$2,235,000	\$968,200
Gross Acres	20.640	26.855	21.910	18.920
Gross Square Feet	899,078	1,169,789	954,400	824,155
Unadjusted Sales Price per Gross Sq. Ft.		\$3.22	\$2.34	\$1.17
Transactional Adjustments				
Property Rights Conveyed	<i>Fee Simple</i>	<i>Fee Simple</i>	<i>Fee Simple</i>	<i>Fee Simple</i>
Adjustment		-	-	-
Adjusted Sales Price		\$3.22	\$2.34	\$1.17
Financing Terms	<i>Cash to Seller</i>	<i>Conventional</i>	<i>Conventional</i>	<i>Conventional</i>
Adjustment		-	-	-
Adjusted Sales Price		\$3.22	\$2.34	\$1.17
Conditions of Sale	<i>Typical</i>	<i>Typical</i>	<i>Typical</i>	<i>Typical</i>
Adjustment		-	-	-
Adjusted Sales Price		\$3.22	\$2.34	\$1.17
Expenditures after Sale		\$0	\$0	\$0
Adjusted Sales Price		\$3.22	\$2.34	\$1.17
Market Conditions Adjustments				
Elapsed Time from Date of Value		<i>0.19 years</i>	<i>2.09 years</i>	<i>2.70 years</i>
Market Trend Through	October-17	1.9%	20.9%	27.0%
Adjusted Sales Price		\$3.28	\$2.83	\$1.49
Physical Adjustments				
Location	<i>NEC of Daniels Pkwy & Commerce Lakes Dr Fort Myers, Florida</i>	<i>10400 Meridian Center Pkwy Fort Myers, Florida</i>	<i>14050 Treeline Ave S Fort Myers, Florida</i>	<i>14501 Treeline Ave S Fort Myers, Florida</i>
Adjustment		-	-	-
Size	<i>899,078 sq ft</i>	<i>1,169,789 sq ft</i>	<i>954,400 sq ft</i>	<i>824,155 sq ft</i>
Adjustment		5.0%	-	-
Shape/Depth	<i>Irregular</i>	<i>Similar</i>	<i>Superior</i>	<i>Superior</i>
Adjustment		-	-5.0%	-5.0%
Utilities	<i>Public Available</i>	<i>Public Available</i>	<i>Public Available</i>	<i>Public Available</i>
Adjustment		-	-	-
Topography	<i>Heavily wooded</i>	<i>Superior</i>	<i>Superior</i>	<i>Superior</i>
Adjustment		-10.0%	-5.0%	-10.0%
Zoning	<i>AOPD</i>	<i>MPD</i>	<i>AG-2 and CPD</i>	<i>AG-2</i>
Adjustment		-	10.0%	10.0%
Net Physical Adjustment		-5.0%	-	-5.0%
Adjusted Sales Price per Gross Square Foot		\$3.12	\$2.83	\$1.42

Preliminary Conclusion – Sub Parcels A, B, & C (20.64 acres)

From the market data available, we used three land sales in competitive market areas which were adjusted based on pertinent elements of comparison. The following table summarizes the unadjusted and adjusted unit prices:

Land Sale Statistics

Metric	Unadjusted	Adjusted
Minimum Sales Price per Gross Square Foot	\$1.17	\$1.42
Maximum Sales Price per Gross Square Foot	\$3.22	\$3.12
Median Sales Price per Gross Square Foot	\$2.34	\$2.83
Mean Sales Price per Gross Square Foot	\$2.25	\$2.46

The most recent sale was #1, and the most comparable in size was #3; however, no one sale is considered truly comparable. Sale 3 is considered an older sale, having sold in Feb 2017; therefore, minimal weight was given on this sale. As such, we mostly considered Sales 1 and 2 in our conclusion. The adjusted prices for these sales ranged from \$2.83 to \$3.12 per square foot, with an average of \$2.98 per square foot.

Based on the adjusted prices and the positive/negative influences of the subject, a unit value for the subject property is near the middle of the adjusted range for Sales 1 and 2, or \$2.90 to \$3.10 per gross square foot. This indicates a preliminary market value range of \$2,610,000 to \$2,790,000, rounded.

Based on this analysis, the preliminary land value indication is summarized as follows:

Land Value Indication					
Reasonable Adjusted Comparable Range					
899,078 square feet	x	\$2.90 psf	=	\$2,607,326	
899,078 square feet	x	\$3.10 psf	=	\$2,787,142	
Market Value Opinion					
899,078 square feet	x	\$2.90 to \$3.10 psf	=	\$2,610,000 to \$2,790,000	

Wetlands Mitigation

As previously described, the site is encumbered wetlands that would have to be mitigated prior to development. Actual mitigation costs vary based on multiple factors, some of which include size, type of wetlands (herbaceous vs. forested), and time of purchase (supply and demand). In estimating the wetlands mitigation costs for the subject property, we considered historical purchases, as well as information provided by the local office of the South Florida Water Management District (SFWMD).

Historical Sales

Based on the following historic purchases, the cost to mitigate ranges from \$48,000 to \$75,000 per acre (or per credit). The following are examples of wetlands mitigation over the past ten years.

Wetlands Mitigation								
Date	Type	Buyer	Mitigation Bank	Acres	Purchase Price	\$/AC	\$/SF	
2005	Forested Freshwater	Lee County DOT	Little Pine Island Mitigation Bank	20.37	\$977,760	\$48,000	\$1.10	
2006	Forested Freshwater	Lee County DOT	Little Pine Island Mitigation Bank	12.12	\$545,641	\$45,020	\$1.03	
2015	Herbaceous Freshwater	City of Cape Coral	Little Pine Island Mitigation Bank	13.28	\$903,040	\$68,000	\$1.56	
2016	Forested Freshwater	Lee County Port Authority	Corkscrew Regional Mitigation Bank	2.38	\$178,500	\$75,000	\$1.72	
			Minimum	2.38	\$178,500	\$45,020	\$1.03	
			Maximum	20.37	\$977,760	\$75,000	\$1.72	
			Median	12.70	\$724,341	\$58,000	\$1.33	
			Mean	9.26	\$651,235	\$59,005	\$1.35	

SFWMD Information

According to the SFWMD, the current costs to mitigate range from \$60,000 to \$100,000. Additionally, it was reported that the cost to mitigate herbaceous freshwater wetlands (low quality) is less expensive than the forested freshwater wetlands (high quality wetlands). As such, we have considered the herbaceous wetlands to be at the lower end of the range, with forested at the higher end. Of note, the 2016 forested freshwater mitigation listed above by the Lee County Port Authority is within the immediate area of the subject and is part of Skyplex. It is also the most recent mitigation project noted. At \$75,000, it is within the range quoted by the SFWMD.

The size of the subject wetlands varies depending on the source, as previously detailed in the Site Description of this report. The size of the wetlands ranges from 9.40 to 12.66 acres. Furthermore, the amount of herbaceous (low quality) versus forested (high quality) ranges from 5.60 to 8.57 acres (herbaceous) and 3.80 to 3.93 acres (forested).

For our analysis, we considered the following estimated mitigation costs per unit:

- \$70,000 per acre for the Herbaceous Freshwater wetlands (low quality wetland).
- \$90,000 per acre for the Forested Freshwater wetlands (high quality wetland).

Wetland Mitigation Conclusion

For the subject property, we considered the following estimated costs for wetlands mitigation, which have been deducted from our respective preliminary land value estimates and calculated in the table below.

- Sub Parcel A - \$5,000
- Sub Parcels A & B - \$85,000
- Sub Parcels A, B, & C - \$845,000

Wetland Area Breakdown - Reconciled

Reconciled						
Parcel	Gross Lot Size (AC)	Wetlands (AC)	Wetlands Type	Credit Price	Estimated Cost	Rounded
Sub Parcel A	0.90	0.08	Herbaceous	\$70,000	\$5,600	\$5,000
Sub Parcel B	6.27	1.17	Herbaceous	\$70,000	\$81,550	\$80,000
Sub Parcel C	13.47	5.92	Herbaceous	\$70,000	\$414,400	\$410,000
Sub Parcel C	Incl. above	3.87	Forested	\$90,000	\$347,850	\$350,000
Total	20.64	11.03				\$845,000

Final Value Conclusions

Sub Parcel A - 0.90 acres

Based on our analysis, the preliminary market value of the fee simple interest of Sub Parcel A ranges from \$130,000 to \$140,000. To this value, we have deducted the estimated cost for wetland mitigation, or \$5,000, resulting in a fee simple interest market value of \$125,000 to \$135,000, as noted below.

Land Value Indication

Market Value Opinion

39,204 square feet	x	\$3.35 to \$3.55 psf	=	\$130,000 to \$140,000
		Less Wetlands Mitigation (0.08 acres) :		\$5,000
				\$125,000 to \$135,000

Sub Parcels A & B - 7.17 acres

Based on our analysis, the preliminary market value of the fee simple interest of Sub Parcels A & B ranges from \$1,000,000 to \$1,060,000. To this value, we have deducted the estimated cost for wetland mitigation, or \$85,000, resulting in a fee simple interest market value of \$915,000 to \$975,000, as noted below.

Land Value Indication

Market Value Opinion

312,325 square feet	x	\$3.20 to \$3.40 psf	=	\$1,000,000 to \$1,060,000
		Less Wetlands Mitigation (1.17 acres) :		\$85,000
				\$915,000 to \$975,000

Sub Parcels A, B, & C - 20.64 acres

Based on our analysis, the preliminary market value of the fee simple interest of Sub Parcels A, B, & C ranges from \$2,610,000 to \$2,790,000. To this value, we have deducted the estimated cost for wetland mitigation, or \$845,000, resulting in a fee simple interest market value of \$1,765,000 to \$1,945,000, as noted below.

Land Value Indication

Market Value Opinion

899,078 square feet	x	\$2.90 to \$3.10 psf	=	\$2,610,000 to \$2,790,000
		Less Wetlands Mitigation (11.03 acres) :		\$845,000
				\$1,765,000 to \$1,945,000

Market Rent Analysis

Methodology

An opinion of market rent is developed by analyzing executed leases, listings, or pending leases of properties similar to the subject property, using the most relevant units of comparison. The comparative analysis focuses on the difference between the comparables and the subject property using all appropriate elements of comparison.

A systematic procedure for determining the market rent includes the following steps: (1) researching and verifying similar transactional data, (2) selecting relevant units of comparison, (3) analyzing and adjusting the comparable rents for differences in various elements of comparison, and (4) reconciling the adjusted rents into a conclusion of market rent for the subject.

Unit of Comparison

The primary unit of comparison selected depends on the assignment problem and nature of the property. The primary unit of comparison in the market for land properties subject to ground rent such as the subject is rent per square foot of land area.

Elements of Comparison

Elements of comparison are the characteristics or attributes of properties and transactions that cause the prices of real estate to vary. The main elements of comparison that should be considered in the analysis are as follows: (1) conditions of the lease, (2) tenant improvements, (3) market conditions, (4) location, (5) physical characteristics, (6) economic characteristics, (7) function/use, and (8) non-realty components of value.

Estimate of Market Rent

To develop an opinion of market rent, we surveyed representatives of comparable and competitive properties in the local and extended market area, focusing on those offering the greatest similarity in terms of location, size, market appeal, and-or association with airport property. Following are two tables summarizing rent comparable data. One table is for non-aviation, airport property, which is most similar to the subject. The other table is for general commercial and-or industrial ground rent property (non-airport association).

NON-AVIATION GROUND LEASE COMPARABLES

#	Yr Commenced	Airport	Use	Location	City	County	Size (AC)	Size (SF)	Base Rent (SF/Yr)	Improvements	Comments
1	2009	Melbourne Intl	Institutional	W Nasa Blvd	Melbourne	Brevard	4.99	217,364	\$0.88	Hospital	Kindred hospital
2	2010	Melbourne Intl	Office	Airport Rd	Melbourne	Brevard	3.16	137,719	\$0.50	Medical Office	Medical office/treatment center
3	2013	Melbourne Intl	Institutional	328 W Hibiscus Rd	Melbourne	Brevard	3.08	134,252	\$0.60	University Building	Florida Institute of Technology
4	2013	Melbourne Intl	Office	1000 Revolution Technologies Way	Melbourne	Brevard	1.25	54,450	\$0.63	Professional Office	Revolution Technologies headquarters
5	2013	Melbourne Intl	Office	2010 Grumman Place	Melbourne	Brevard	9.95	433,422	\$0.54	Professional Office	Northrop Grumman
6	2014	Southwest Florida Intl	Retail	Terminal Access Rd	Ft Myers	Lee	2.24	97,574	\$1.55	C-Store/Gas Station	7/Seven; Base rent plus \$0.01 per gallon sold; Negotiated in 2011
7	2014	Melbourne Intl	Office	1050 W Nasa Blvd	Melbourne	Brevard	3.18	138,329	\$0.55	Professional Office	Securboracion Inc.; Technology company
8	2015	Southwest Florida Intl	Retail	Daniels Rd	Ft Myers	Lee	10.40	453,024	\$0.17	Retail	Shopping center to be subleased; Publix grocery anchored
9	2015	Palm Beach Intl	Retail	SWC Belvedere & Florida Mango Rd	West Palm Beach	Palm Beach	3.50	152,460	\$0.58	C-Store/Gas Station	Mobil/Dunkin Donuts; Base plus percentage rent
10	2015	Tampa Intl	Parking Lot	Airport Service Rd	Tampa	Hillsborough	14.23	619,728	\$0.60	Parking Lot	Supporting parking lot to US Postal facility
11	2015	Orlando Intl	Light Industrial	Post Office Blvd	Orlando	Orange	26.95	1,173,942	\$0.50	Light Industrial	US Postal facility
12	2016	Sarasota International	Hospitality	975 University Pkwy	Sarasota	Sarasota	2.37	103,237	\$0.59	Hotel	Marriott; Base plus percentage rent; 2003 lease that was restated/increased upon recent sale
13	2016	Orlando Sanford Intl	Hospitality	E Airport Blvd	Orlando	Seminole	2.00	87,120	\$1.09	Hotel	Hampton Inn; Proposed ground lease for new hotel; Base plus percentage rent
14	2016	Miami Intl	Commercial	SEC NW 26th St & NW 72nd Ave	Miami	Miami-Dade	N/A	N/A	\$2.20	Commercial	Asking rates; Relatively small sites
16	2016	Miami Intl	Commercial	NW 12th St & North of NW 36th St	Miami	Miami-Dade	N/A	N/A	\$1.75	Commercial	Asking rates; Relatively small sites
17	2017	Southwest Florida Intl	Office	Paul J. Doherty Pkwy	Ft Myers	Lee	19.11	832,432	\$0.19	Regional office campus	for Gartner, Inc.

Minimum	1.25	54,450	\$0.17
Maximum	26.95	1,173,942	\$2.20
Median	3.34	145,395	\$0.60
Mean	7.60	331,075	\$0.81

GENERAL GROUND RENT COMPARABLES

#	Yr Commenced	Location	City	County	Size (AC)	Size (SF)	Base Rent (\$F/YR)	Improvements	Comments
1	2014	6991 SW 8th St	Miami	Miami-Dade	10.05	437,778	\$1.35	Big Box	Walmart; 20-yr ground lease; flat throughout term
2	2015	9970 University Plaza Dr	Ft Myers	Lee	1.24	53,971	\$1.76	Restaurant	Panera restaurant; New 15-yr term
3	2015	10327 Big Bend Rd	Riverview	Hillsborough	5.41	235,660	\$0.79	Big Box	Walmart; 20-yr ground lease; flat throughout term
4	2015	2500 W Broward Blvd	Ft Lauderdale	Broward	15.56	677,794	\$1.92	Big Box	Walmart; 20-yr ground lease; flat throughout term
5	2015	4340 Clark Rd	Sarasota	Sarasota	1.10	47,916	\$1.51	Automotive	Tire Plus
6	2015	4455 SR 64E	Bradenton	Sarasota	2.13	92,604	\$1.94	C-Store	Wawa; 20-yr term with options
7	2016	28215 S Tamiami Trl	Bonita Springs	Lee	1.11	48,552	\$2.06	Restaurant	McDonalds restaurant; Newly amended lease
8	2016	3010 E Semoran Blvd	Apopka	Orange	6.29	273,992	\$1.55	Big Box	Walmart; 20-yr ground lease; sixteen 5-yr extensions
9	2016	2150 Bloomingdale Ave	Valrico	Hillsborough	1.17	50,965	\$1.96	Restaurant	Chick-fil-A; New construction; 15-yr; Ten, 5-yr options
10	2016	3335 Ulmerton Rd	Clearwater	Pinellas	1.26	54,886	\$2.68	Restaurant	Wendy's; Includes some billboard rent
11	2016	11151 Lake Brandon Dr	Brandon	Hillsborough	10.50	457,380	\$1.22	Big Box	Kohl's; 10 years remaining, plus six, 5-yr options
12	2017	17460 Ben Hill Griffin Pkwy	Ft Myers	Lee	1.11	48,352	\$3.10	Restaurant	Taco Bell restaurant; Under construction; 20-yr term
13	2017	6815 Collier Blvd	Naples	Collier	1.56	67,941	\$2.13	Restaurant	Texas Roadhouse; 10-yr term with options
14	2017	2803 Lee Blvd	Lehigh Acres	Lee	1.85	80,640	\$1.18	Retail	Aldi market; Under construction
15	2017	4120 W Taft Vineland Rd	Orlando	Orange	2.24	97,574	\$1.73	Hotel	Marriott; Under construction; 30-yr lease; 15% increase every 5-years
16	2018	Confidential	Naples	Collier	2.12	92,521	\$2.16	C-Store	Confidential

Minimum	1.10	47,916	\$0.79
Maximum	15.56	677,794	\$3.10
Median	1.99	86,581	\$1.84
Mean	4.04	176,158	\$1.82

Market Rent Analysis

From the available market data, ground leases in competitive market areas were selected as most comparable to the subject. Surveys of non-aviation airport ground lease and general ground lease rates were analyzed in comparison to the subject. The surveyed parcels were typically cleared, filled, and have utilities at or near the site. These parcels are superior to the subject's raw land condition in which clearing and site work will be required.

The subject would be most comparable to the non-aviation surveyed leases, which were taken from seven airports throughout Florida. Comparables 6, 8 and 17 are from the same airport as the subject, with Comparable 8 being similar in location to the subject (fronts Daniels Pkwy). Comparables from the Sarasota-Bradenton International Airport, Melbourne International Airport and Palm Beach International Airport, while smaller than the subject airport, are considered more developed and/or in closer proximity to the beach. Comparables from Tampa International and Orlando International Airports are considered larger, more trafficked/travelers than the subject, as well as more developed. Comparables from the Miami International Airport are asking rates of small commercial land property that are well located at the Miami International Airport, which is larger and more developed than the subject. In all instances except for Comparable 6, 8, and 17, a downward locational adjustment, and most likely condition adjustment, to the comparable rent would be necessary to the subject property. In addition, an adjustment may be necessary for differences in size. Considering the subjectivity of these adjustments, we have considered and analyzed the unadjusted rental rates in aggregate.

The unadjusted rental rates for the non-aviation ground lease comparables ranged from \$0.17 to \$2.20 per square foot, with an average of \$0.81 and median of \$0.60. The subject size varies, depending on considering Sub Parcel A, A & B, or A, B, & C. Comparables 8 and 17 are located at the same airport of the subject and within the same master plan development. In comparison, the unadjusted rental rates for the general ground lease comparables ranged from \$0.79 to \$3.10 per square foot, with an average of \$1.82 and median of \$1.84. Based on our assessment, the non-aviation ground lease comparables tend to lease at a rate significantly lower than the non-aviation, airport ground leased land.

For analysis purposes, adjustments for location, size, and tenancy would be considered in comparison to the subject. Additionally, the leased fee interest for these comparables is marketable, while the leased fee interest on airport land is not and regulated by government bodies, which is a factor. Lastly, existing wetlands for the subject would need to be mitigated prior to development, which negatively influences marketability. As such, and for the purposes of our analysis, we have relied mostly on the lower-end of the non-aviation ground lease comparables in arriving at our opinion of fair market rent.

Conclusions

From the market data available, we used multiple non-aviation airport ground lease comparables, which we considered most similar to the subject. The following table summarizes the unadjusted rental rates:

Rent Comparable Statistics

Metric	Unadjusted
Minimum Rental Rate	\$0.17
Maximum Rental Rate	\$2.20
Median Rental Rate	\$0.60
Mean Rental Rate	\$0.81

Considering the comparables in aggregate, as well as the comparables most similar in location, size, condition, and-or potential use, we have concluded a market rent for the subject property towards the lower end of the unadjusted range. As such, we have considered a range of market rent from \$0.21 to \$0.25 per square foot for the smaller sub parcels (Sub Parcels A and A&B) and \$0.19 to \$0.21 per square foot for the larger parcel (Sub Parcels A, B, & C) and . This results in an annual rental rate range for the subject property calculated as follows:

Market Rent Conclusion

	Sub Parcel A Range	Sub Parcel A & B Range	Sub Parcels A, B, & C Range
Land Size (SF)	39,204	312,325	899,078
Annual Market Rent	\$0.23 to \$0.25	\$0.21 to \$0.23	\$0.19 to \$0.21
Fair Market Rent (Annual, Rounded)	\$9,000 to \$10,000	\$66,000 to \$72,000	\$171,000 to \$189,000
Market Value Range	\$125,000 to \$135,000	\$915,000 to \$975,000	\$1,765,000 to \$1,945,000
% of Market Rent to Market Value	7.20% to 7.41%	7.21% to 7.38%	9.69% to 9.72%

Market Rent Conclusions

- Sub Parcel A - \$9,000 to \$10,000 annually
- Sub Parcel A & B - \$66,000 to \$72,000 annually
- Sub Parcels A, B, & C - \$171,000 to \$189,000 annually

Our concluded market rental rate estimate is based on an absolute net ground lease structure. Under an absolute net ground lease structure, the tenant is responsible for development costs of the subject property as well as all operating expenses associated with the property.

Market Rent / Market Value

Commonly, fair market rental value for airport ground lease property can be derived by the rate of return on market value. Or in other words, fair market rent is expressed as a percentage of fair market value.

An annual market rent range of \$9,000 to \$10,000 (Sub Parcel A), \$66,000 to \$72,000 (Sub Parcels A&B), and \$171,000 to \$189,000 (Sub Parcels A, B & C) equates to a rate of return range of about 7% to 10% of our concluded range of market value, which is considered within market range of well-located, ground leased airport property as a percentage of market value.

Valuation Summary

The indicated value and our concluded market value for the subject property are summarized in the following table:

Value Conclusions

As Is	Sub Parcel A Range	Sub Parcel A & B Range	Sub Parcels A, B, & C Range
Property Rights Appraised	Fee Simple	Fee Simple	Fee Simple
Effective Date of Value	19-Oct-17	19-Oct-17	19-Oct-17
Land Size (SF)	39,204	312,325	899,078
Market Value Range	\$125,000 to \$135,000	\$915,000 to \$975,000	\$1,765,000 to \$1,945,000
Market Value Range per sq ft	\$3.19 to \$3.44	\$2.93 to \$3.12	\$1.96 to \$2.16
Fair Market Rent - Non-Aviation Ground Lease	\$0.23 to \$0.25	\$0.21 to \$0.23	\$0.19 to \$0.21
Annual Market Rent	\$9,017 to \$9,801	\$65,588 to \$71,835	\$170,825 to \$188,806
Fair Market Rent (Annual, Rounded)	\$9,000 to \$10,000	\$66,000 to \$72,000	\$171,000 to \$189,000
% of Market Rent to Market Value	7.20% to 7.41%	7.21% to 7.38%	9.69% to 9.72%

Land properties such as the subject are typically purchased by local, regional or national developer/users.

Analysis of Recent Transactions

The subject has not transferred in the three years prior to the date of value.

Analysis of Prior Appraisals

We have not previously appraised or provided services regarding the subject property within the three years prior to this assignment.

Exposure Time and Marketing Periods

Based on statistical information about days on market, escrow length, and marketing times gathered through national investor surveys, sales verification, and interviews of market participants, marketing and exposure time estimates of 6 to 12 months and 6 to 12 months, respectively, are considered reasonable and appropriate for the subject property.

General Assumptions and Limiting Conditions

This appraisal is subject to the following limiting conditions:

1. The legal description – if furnished to us – is assumed to be correct.
2. No responsibility is assumed for legal matters, questions of survey or title, soil or subsoil conditions, engineering, availability or capacity of utilities, or other similar technical matters. The appraisal does not constitute a survey of the property appraised. All existing liens and encumbrances have been disregarded and the property is appraised as though free and clear, under responsible ownership and competent management unless otherwise noted.
3. Unless otherwise noted, the appraisal will value the property as though free of contamination. Valbridge Property Advisors | Armalavage Valuation, LLC will conduct no hazardous materials or contamination inspection of any kind. It is recommended that the client hire an expert if the presence of hazardous materials or contamination poses any concern.
4. The stamps and/or consideration placed on deeds used to indicate sales are in correct relationship to the actual dollar amount of the transaction.
5. Unless otherwise noted, it is assumed there are no encroachments, zoning violations or restrictions existing in the subject property.
6. The appraiser is not required to give testimony or attendance in court by reason of this appraisal, unless previous arrangements have been made.
7. Unless expressly specified in the engagement letter, the fee for this appraisal does not include the attendance or giving of testimony by Appraiser at any court, regulatory, or other proceedings, or any conferences or other work in preparation for such proceeding. If any partner or employee of Valbridge Property Advisors | Armalavage Valuation, LLC is asked or required to appear and/or testify at any deposition, trial, or other proceeding about the preparation, conclusions or any other aspect of this assignment, client shall compensate Appraiser for the time spent by the partner or employee in appearing and/or testifying and in preparing to testify according to the Appraiser's then current hourly rate plus reimbursement of expenses.
8. The values for land and/or improvements, as contained in this report, are constituent parts of the total value reported and neither is (or are) to be used in making a summation appraisal of a combination of values created by another appraiser. Either is invalidated if so used.

9. The dates of value to which the opinions expressed in this report apply are set forth in this report. We assume no responsibility for economic or physical factors occurring at some point at a later date, which may affect the opinions stated herein. The forecasts, projections, or operating estimates contained herein are based on current market conditions and anticipated short-term supply and demand factors and are subject to change with future conditions.
10. The sketches, maps, plats and exhibits in this report are included to assist the reader in visualizing the property. The appraiser has made no survey of the property and assumed no responsibility in connection with such matters.
11. The information, estimates and opinions, which were obtained from sources outside of this office, are considered reliable. However, no liability for them can be assumed by the appraiser.
12. Possession of this report, or a copy thereof, does not carry with it the right of publication. Neither all, nor any part of the content of the report, or copy thereof (including conclusions as to property value, the identity of the appraisers, professional designations, reference to any professional appraisal organization or the firm with which the appraisers are connected), shall be disseminated to the public through advertising, public relations, news, sales, or other media without prior written consent and approval.
13. No claim is intended to be expressed for matters of expertise that would require specialized investigation or knowledge beyond that ordinarily employed by real estate appraisers. We claim no expertise in areas such as, but not limited to, legal, survey, structural, environmental, pest control, mechanical, etc.
14. This appraisal was prepared for the sole and exclusive use of the client for the function outlined herein. Any party who is not the client or intended user identified in the appraisal or engagement letter is not entitled to rely upon the contents of the appraisal without express written consent of Valbridge Property Advisors | Armalavage Valuation, LLC and Client. The Client shall not include partners, affiliates, or relatives of the party addressed herein. The appraiser assumes no obligation, liability or accountability to any third party.
15. Distribution of this report is at the sole discretion of the client, but third-parties not listed as an intended user on the face of the appraisal or the engagement letter may not rely upon the contents of the appraisal. In no event shall client give a third-party a partial copy of the appraisal report. We will make no distribution of the report without the specific direction of the client.
16. This appraisal shall be used only for the function outlined herein, unless expressly authorized by Valbridge Property Advisors | Armalavage Valuation, LLC.

17. This appraisal shall be considered in its entirety. No part thereof shall be used separately or out of context.
18. Unless otherwise noted in the body of this report, this appraisal assumes that the subject property does not fall within the areas where mandatory flood insurance is effective. Unless otherwise noted, we have not completed nor have we contracted to have completed an investigation to identify and/or quantify the presence of non-tidal wetland conditions on the subject property. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
19. The flood maps are not site specific. We are not qualified to confirm the location of the subject property in relation to flood hazard areas based on the FEMA Flood Insurance Rate Maps or other surveying techniques. It is recommended that the client obtain a confirmation of the subject property's flood zone classification from a licensed surveyor.
20. If the appraisal is for mortgage loan purposes 1) we assume satisfactory completion of improvements if construction is not complete, 2) no consideration has been given for rent loss during rent-up unless noted in the body of this report, and 3) occupancy at levels consistent with our "Income and Expense Projection" are anticipated.
21. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures which would render it more or less valuable. No responsibility is assumed for such conditions or for engineering which may be required to discover them.
22. Our inspection included an observation of the land and improvements thereon only. It was not possible to observe conditions beneath the soil or hidden structural components within the improvements. We inspected the buildings involved, and reported damage (if any) by termites, dry rot, wet rot, or other infestations as a matter of information, and no guarantee of the amount or degree of damage (if any) is implied. Condition of heating, cooling, ventilation, electrical and plumbing equipment is considered to be commensurate with the condition of the balance of the improvements unless otherwise stated. Should the client have concerns in these areas, it is the client's responsibility to order the appropriate inspections. The appraiser does not have the skill or expertise to make such inspections and assumes no responsibility for these items.
23. This appraisal does not guarantee compliance with building code and life safety code requirements of the local jurisdiction. It is assumed that all required licenses, consents, certificates of occupancy or other legislative or administrative authority from any local, state or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value conclusion contained in this report is based unless specifically stated to the contrary.

24. When possible, we have relied upon building measurements provided by the client, owner, or associated agents of these parties. In the absence of a detailed rent roll, reliable public records, or "as-built" plans provided to us, we have relied upon our own measurements of the subject improvements. We follow typical appraisal industry methods; however, we recognize that some factors may limit our ability to obtain accurate measurements including, but not limited to, property access on the day of inspection, basements, fenced/gated areas, grade elevations, greenery/shrubbery, uneven surfaces, multiple story structures, obtuse or acute wall angles, immobile obstructions, etc. Professional building area measurements of the quality, level of detail, or accuracy of professional measurement services are beyond the scope of this appraisal assignment.
25. We have attempted to reconcile sources of data discovered or provided during the appraisal process, including assessment department data. Ultimately, the measurements that are deemed by us to be the most accurate and/or reliable are used within this report. While the measurements and any accompanying sketches are considered to be reasonably accurate and reliable, we cannot guarantee their accuracy. Should the client desire a greater level of measuring detail, they are urged to retain the measurement services of a qualified professional (space planner, architect or building engineer). We reserve the right to use an alternative source of building size and amend the analysis, narrative and concluded values (at additional cost) should this alternative measurement source reflect or reveal substantial differences with the measurements used within the report.
26. In the absence of being provided with a detailed land survey, we have used assessment department data to ascertain the physical dimensions and acreage of the property. Should a survey prove this information to be inaccurate, we reserve the right to amend this appraisal (at additional cost) if substantial differences are discovered.
27. If only preliminary plans and specifications were available for use in the preparation of this appraisal, then this appraisal is subject to a review of the final plans and specifications when available (at additional cost) and we reserve the right to amend this appraisal if substantial differences are discovered.
28. Unless otherwise stated in this report, the value conclusion is predicated on the assumption that the property is free of contamination, environmental impairment or hazardous materials. Unless otherwise stated, the existence of hazardous material was not observed by the appraiser and the appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required for discovery. The client is urged to retain an expert in this field, if desired.

29. The Americans with Disabilities Act (“ADA”) became effective January 26, 1992. We have not made a specific compliance survey of the property to determine if it is in conformity with the various requirements of the ADA. It is possible that a compliance survey of the property, together with an analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this could have a negative effect on the value of the property. Since we have no direct evidence relating to this issue, we did not consider possible noncompliance with the requirements of ADA in developing an opinion of value.
30. This appraisal applies to the land and building improvements only. The value of trade fixtures, furnishings, and other equipment, or subsurface rights (minerals, gas, and oil) were not considered in this appraisal unless specifically stated to the contrary.
31. No changes in any federal, state or local laws, regulations or codes (including, without limitation, the Internal Revenue Code) are anticipated, unless specifically stated to the contrary.
32. Any income and expense estimates contained in the appraisal report are used only for the purpose of estimating value and do not constitute prediction of future operating results. Furthermore, it is inevitable that some assumptions will not materialize and that unanticipated events may occur that will likely affect actual performance.
33. Any estimate of insurable value, if included within the scope of work and presented herein, is based upon figures developed consistent with industry practices. However, actual local and regional construction costs may vary significantly from our estimate and individual insurance policies and underwriters have varied specifications, exclusions, and non-insurable items. As such, we strongly recommend that the Client obtain estimates from professionals experienced in establishing insurance coverage. This analysis should not be relied upon to determine insurance coverage and we make no warranties regarding the accuracy of this estimate.
34. The data gathered in the course of this assignment (except data furnished by the Client) shall remain the property of the Appraiser. The appraiser will not violate the confidential nature of the appraiser-client relationship by improperly disclosing any confidential information furnished to the appraiser. Notwithstanding the foregoing, the Appraiser is authorized by the client to disclose all or any portion of the appraisal and related appraisal data to appropriate representatives of the Appraisal Institute if such disclosure is required to enable the appraiser to comply with the Bylaws and Regulations of such Institute now or hereafter in effect.

35. You and Valbridge Property Advisors | Armalavage Valuation, LLC both agree that any dispute over matters in excess of \$5,000 will be submitted for resolution by arbitration. This includes fee disputes and any claim of malpractice. The arbitrator shall be mutually selected. If Valbridge Property Advisors | Armalavage Valuation, LLC and the client cannot agree on the arbitrator, the presiding head of the Local County Mediation & Arbitration panel shall select the arbitrator. Such arbitration shall be binding and final. In agreeing to arbitration, we both acknowledge that, by agreeing to binding arbitration, each of us is giving up the right to have the dispute decided in a court of law before a judge or jury. In the event that the client, or any other party, makes a claim against Valbridge Property Advisors | Armalavage Valuation, LLC or any of its employees in connections with or in any way relating to this assignment, the maximum damages recoverable by such claimant shall be the amount actually received by Valbridge Property Advisors | Armalavage Valuation, LLC for this assignment, and under no circumstances shall any claim for consequential damages be made.
36. Valbridge Property Advisors | Armalavage Valuation, LLC shall have no obligation, liability, or accountability to any third party. Any party who is not the "client" or intended user identified on the face of the appraisal or in the engagement letter is not entitled to rely upon the contents of the appraisal without the express written consent of Valbridge Property Advisors | Armalavage Valuation, LLC. "Client" shall not include partners, affiliates, or relatives of the party named in the engagement letter. Client shall hold Valbridge Property Advisors | Armalavage Valuation, LLC and its employees harmless in the event of any lawsuit brought by any third party, lender, partner, or part-owner in any form of ownership or any other party as a result of this assignment. The client also agrees that in case of lawsuit arising from or in any way involving these appraisal services, client will hold Valbridge Property Advisors | Armalavage Valuation, LLC harmless from and against any liability, loss, cost, or expense incurred or suffered by Valbridge Property Advisors | Armalavage Valuation, LLC in such action, regardless of its outcome.
37. The Valbridge Property Advisors office responsible for the preparation of this report is independently owned and operated by Armalavage Valuation, LLC. Neither Valbridge Property Advisors, Inc., nor any of its affiliates has been engaged to provide this report. Valbridge Property Advisors, Inc. does not provide valuation services, and has taken no part in the preparation of this report.
38. If any claim is filed against any of Valbridge Property Advisors, Inc., a Florida Corporation, its affiliates, officers or employees, or the firm providing this report, in connection with, or in any way arising out of, or relating to, this report, or the engagement of the firm providing this report, then (1) under no circumstances shall such claimant be entitled to consequential, special or other damages, except only for direct compensatory damages, and (2) the maximum amount of such compensatory damages recoverable by such claimant shall be the amount actually received by the firm engaged to provide this report.

39. This report and any associated work files may be subject to evaluation by Valbridge Property Advisors, Inc., or its affiliates, for quality control purposes.
40. Acceptance and/or use of this appraisal report constitutes acceptance of the foregoing general assumptions and limiting conditions.

Certification – Christopher M. DelPo, MAI

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. The undersigned has not performed services regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
9. Christopher M. DelPo has personally inspected the subject property.
10. No one provided significant real property appraisal assistance to the person signing this certification, unless otherwise noted.
11. The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
12. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
13. As of the date of this report, the undersigned has completed the continuing education program for Designated Members of the Appraisal Institute.



Christopher M. DelPo, MAI
State-Certified General Real Estate Appraiser
Florida License #RZ3483
License Expires 11-30-2018

Certification – Geri F. Armalavage, MAI, CBA, CVA, CMEA

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. The undersigned has not performed services regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
9. Geri F. Armalavage did not personally inspect the subject property.
10. No one provided significant real property appraisal assistance to the person signing this certification, unless otherwise noted.
11. I, the supervisory appraiser of a registered appraiser trainee who contributed to the development or communication of this appraisal, hereby accepts full and complete responsibility for any work performed by the registered appraisal trainee named in this report as if it were my own work.
12. The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
13. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
14. This analysis and report were completed in accordance with The National Association of Certified Valuers and Analysts Professional Standards.
15. This analysis and report were completed in accordance with The Institute of Business Appraisers Professional Standards.
16. As of the date of this report, the undersigned has completed the continuing education program for Designated Members of the Appraisal Institute.



Gerri Fitapelli Armalavage, MAI, CBA, CVA, CMEA
State-Certified General Real Estate Appraiser
Florida License #RZ2072
License Expires 11-30-2018

Addenda

Subject Photos

Wetland Study A

Wetland Study B

Glossary

Qualifications

- Christopher M. DeIpo, MAI - State-Certified General Real Estate Appraiser
- Geri F. Armalavage, MAI, CBA, CVA, CMEA - State-Certified General Real Estate Appraiser

Information on Valbridge Property Advisors

Office Locations

Subject Photographs



Subject Site



Subject Site



Subject Site



Subject Site

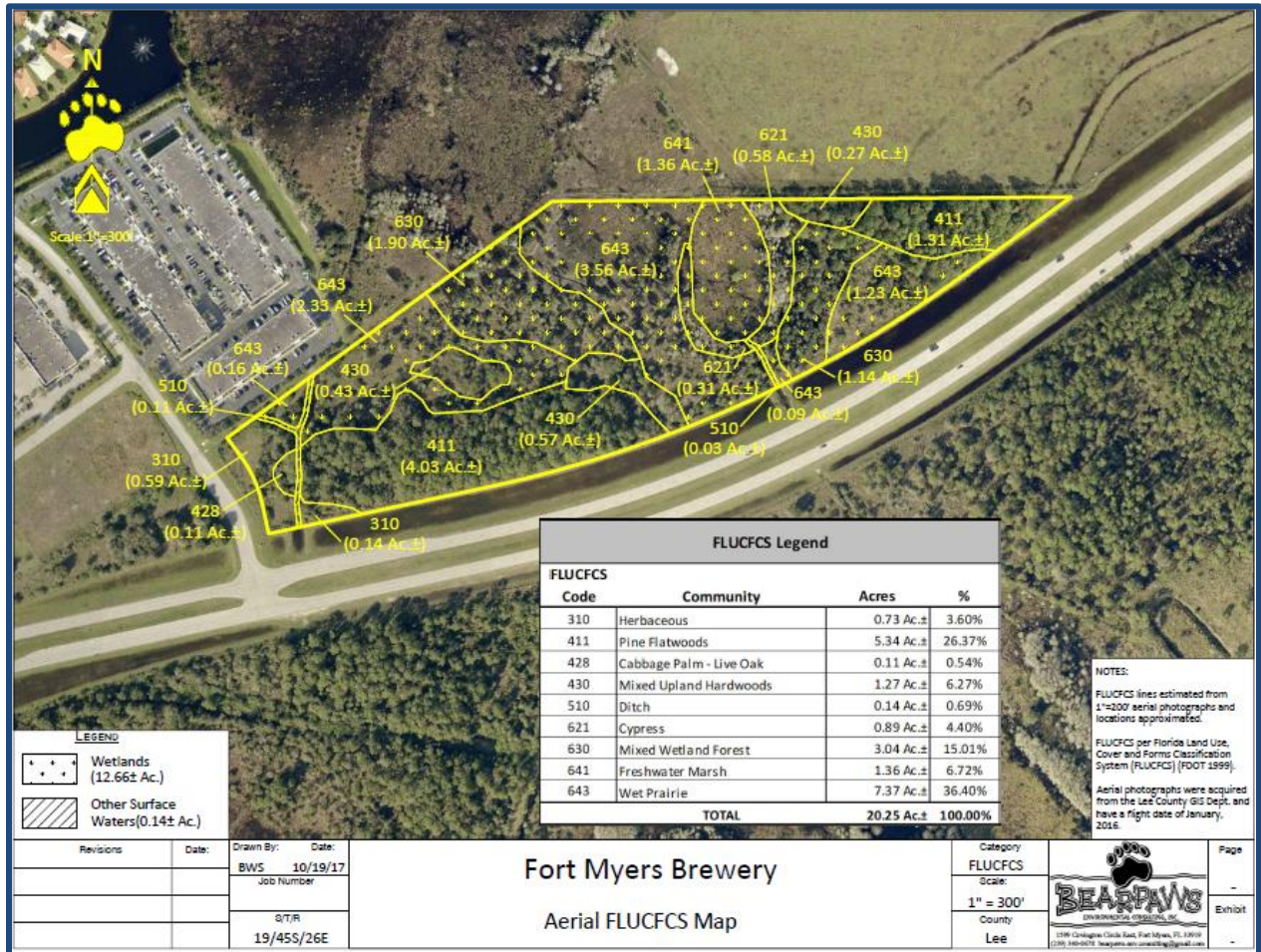


Street View – Commerce Lakes Dr



Street View – Daniels Pkwy

Wetlands Study A (Excerpt)



Glossary

Definitions are taken from The Dictionary of Real Estate Appraisal, 6th Edition (Dictionary), the Uniform Standards of Professional Appraisal Practice (USPAP), and Building Owners and Managers Association International (BOMA).

Absolute Net Lease

A lease in which the tenant pays all expenses including structural maintenance, building reserves, and management; often a long-term lease to a credit tenant. (Dictionary)

Amortization

The process of retiring a debt or recovering a capital investment, typically through scheduled, systematic repayment of the principal; a program of periodic contributions to a sinking fund or debt retirement fund. (Dictionary)

As Is Market Value

The estimate of the market value of real property in its current physical condition, use, and zoning as of the appraisal date. (Dictionary)

Base Rent

The minimum rent stipulated in a lease. (Dictionary)

Base Year

The year on which escalation clauses in a lease are based. (Dictionary)

Building Common Area

In office buildings, the areas of the building that provide services to building tenants but which are not included in the office area or store area of any specific tenant. These areas may include, but shall not be limited to, main and auxiliary lobbies, atrium spaces at the level of the finished floor, concierge areas or security desks, conference rooms, lounges or vending areas, food service facilities, health or fitness centers, daycare facilities, locker or shower facilities, mail rooms, fire control rooms, fully enclosed courtyards outside the exterior walls, and building core and service areas such as fully enclosed mechanical or equipment rooms. Specifically excluded from building common area are floor common areas, parking space, portions of loading docks outside the building line, and major vertical penetrations. (BOMA)

Building Rentable Area

The sum of all floor rentable areas. Floor rentable area is the result of subtracting from the gross measured area of a floor the major vertical penetrations on that same floor. It is generally fixed for the life of the building and is rarely affected by changes in corridor size or configuration. (BOMA)

Certificate of Occupancy (COO)

A formal written acknowledgment by an appropriate unit of local government that a new construction or renovation project is at the stage where it meets applicable health and safety codes and is ready for commercial or residential occupancy. (Dictionary)

Common Area Maintenance (CAM)

The expense of operating and maintaining common areas; may or may not include management charges and usually does not include capital expenditures on tenant improvements or other improvements to the property. (Dictionary)

The amount of money charged to tenants for their shares of maintaining a [shopping] center's common area. The charge that a tenant pays for shared services and facilities such as electricity, security, and maintenance of parking lots. Items charged to common area maintenance may include cleaning services, parking lot sweeping and maintenance, snow removal, security and upkeep. (ICSC – International Council of Shopping Centers, 4th Ed.)

Condominium

A multiunit structure, or a unit within such a structure, with a condominium form of ownership. (Dictionary)

Conservation Easement

An interest in real estate restricting future land use to preservation, conservation, wildlife habitat, or some combination of those uses. A conservation easement may permit farming, timber harvesting, or other uses of a rural nature as well as some types of conservation-oriented development to continue, subject to the easement. (Dictionary)

Contributory Value

A type of value that reflects the amount a property or component of a property contributes to the value of another asset or to the property as a whole.

The change in the value of a property as a whole, whether positive or negative, resulting from the addition or deletion of a property component. Also called deprivation value in some countries. (Dictionary)

Debt Coverage Ratio (DCR)

The ratio of net operating income to annual debt service (DCR = NOI/Im), which measures the relative ability of a property to meet its debt service out of net operating income; also called *debt service coverage ratio (DSCR)*. A larger *DCR* typically indicates a greater ability for a property to withstand a reduction of income, providing an improved safety margin for a lender. (Dictionary)

Deed Restriction

A provision written into a deed that limits the use of land. Deed restrictions usually remain in effect when title passes to subsequent owners. (Dictionary)

Depreciation

- 1) In appraisal, a loss in property value from any cause; the difference between the cost of an improvement on the effective date of the appraisal and the market value of the improvement on the same date.
- 2) In accounting, an allocation of the original cost of an asset, amortizing the cost over the asset's life; calculated using a variety of standard techniques. (Dictionary)

Disposition Value

The most probable price that a specified interest in property should bring under the following conditions:

- Consummation of a sale within a specified time, which is shorter than the typical exposure time for such a property in that market.
- The property is subjected to market conditions prevailing as of the date of valuation;
- Both the buyer and seller are acting prudently and knowledgeably;
- The seller is under compulsion to sell;
- The buyer is typically motivated;
- Both parties are acting in what they consider to be their best interests;
- An adequate marketing effort will be made during the exposure time;
- Payment will be made in cash in U.S. dollars (or the local currency) or in terms of financial arrangements comparable thereto; and
- The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. (Dictionary)

Easement

The right to use another's land for a stated purpose. (Dictionary)

EIFS

Exterior Insulation Finishing System. This is a type of exterior wall cladding system. Sometimes referred to as dry-vit.

Effective Date

- 1) The date on which the appraisal or review opinion applies. (SVP)
- 2) In a lease document, the date upon which the lease goes into effect. (Dictionary)

Effective Gross Income (EGI)

The anticipated income from all operations of the real estate after an allowance is made for vacancy and collection losses and an addition is made for any other income. (Dictionary)

Effective Rent

Total base rent, or minimum rent stipulated in a lease, over the specified lease term minus rent concessions; the rent that is effectively paid by a tenant net of financial concessions provided by a landlord. (TIs). (Dictionary)

EPDM

Ethylene Propylene Diene Monomer Rubber. A type of synthetic rubber typically used for roof coverings. (Dictionary)

Escalation Clause

A clause in an agreement that provides for the adjustment of a price or rent based on some event or index. e.g., a provision to increase rent if operating expenses increase; also called *escalator clause*, *expense recovery clause* or *stop clause*. (Dictionary)

Estoppel Certificate

A signed statement by a party (such as a tenant or a mortgagee) certifying, for another's benefit, that certain facts are correct, such as that a lease exists, that there are no defaults, and that rent is paid to a certain date. (Black's) In real estate, a buyer of rental property typically requests estoppel certificates from existing tenants. Sometimes referred to as an *estoppel letter*. (Dictionary)

Excess Land

Land that is not needed to serve or support the existing use. The highest and best use of the excess land may or may not be the same as the highest and best use of the improved parcel. Excess land has the potential to be sold separately and is valued separately. (Dictionary)

Excess Rent

The amount by which contract rent exceeds market rent at the time of the appraisal; created by a lease favorable to the landlord (lessor) and may reflect unusual management, unknowledgeable or unusually motivated parties, a lease execution in an earlier, stronger rental market, or an agreement of the parties. (Dictionary)

Expense Stop

A clause in a lease that limits the landlord's expense obligation, which results in the lessee paying operating expenses above a stated level or amount. (Dictionary)

Exposure Time

- 1) The time a property remains on the market.
- 2) The estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; Comment: Exposure time is a retrospective opinion based on an analysis of past events assuming a competitive and open market. (Dictionary)

Extraordinary Assumption

An assumption, directly related to a specific assignment, as of the effective date of the assignment results, which, if found to be false, could alter the appraiser's opinions or conclusions. Comment: Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property such as market conditions or trends; or about the integrity of data used in an analysis. (USPAP, 2016-2017 ed.)

Fee Simple Estate

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat. (Dictionary)

Floor Common Area

In an office building, the areas on a floor such as washrooms, janitorial closets, electrical rooms, telephone rooms, mechanical rooms, elevator lobbies, and public corridors which are available primarily for the use of tenants on that floor. (BOMA)

Full Service (Gross) Lease

A lease in which the landlord receives stipulated rent and is obligated to pay all of the property's operating and fixed expenses; also called a *full service lease*. (Dictionary)

Furniture, Fixtures, and Equipment (FF&E)

Business trade fixtures and personal property, exclusive of inventory. (Dictionary)

Going-Concern Value

An outdated label for the market value of all the tangible and intangible assets of an established and operating business with an indefinite life, as if sold in aggregate; more accurately termed the *market value of the going concern* or *market value of the total assets of the business*. (Dictionary)

Gross Building Area (GBA)

- 1) Total floor area of a building, excluding unenclosed areas, measured from the exterior of the walls of the above-grade area. This includes mezzanines and basements if and when typically included in the market area of the type of property involved.
- 2) Gross leasable area plus all common areas.
- 3) For residential space, the total area of all floor levels measured from the exterior of the walls and including the superstructure and substructure basement; typically does not include garage space. (Dictionary)

Gross Measured Area

The total area of a building enclosed by the dominant portion (the portion of the inside finished surface of the permanent outer building wall which is 50 percent or more of the vertical floor-to-ceiling dimension, at the given point being measured as one moves horizontally along the wall), excluding parking areas and loading docks (or portions of same) outside the building line. It is generally not used for leasing purposes and is calculated on a floor by floor basis. (BOMA)

Gross Up Method

A method of calculating variable operating expenses in income-producing properties when less than 100% occupancy is assumed. Expenses reimbursed based on the amount of occupied space, rather than on the total building area, are described as "grossed up." (Dictionary)

Gross Retail Sellout

The sum of the separate and distinct market value opinions for each of the units in a condominium, subdivision development, or portfolio of properties, as of the date of valuation. The aggregate of retail values does not represent the value of all the units as though sold together in a single transaction; it is simply the total of the individual market value conclusions. Also called the *aggregate of the retail values*, *aggregate retail selling price* or *sum of the retail values*. (Dictionary)

Ground Lease

A lease that grants the right to use and occupy land. Improvements made by the ground lessee typically revert to the ground lessor at the end of the lease term. (Dictionary)

Ground Rent

The rent paid for the right to use and occupy land according to the terms of a ground lease; the portion of the total rent allocated to the underlying land. (Dictionary)

HVAC

Heating, ventilation, air conditioning (HVAC) system. A unit that regulates the temperature and distribution of heat and fresh air throughout a building. (Dictionary)

Highest and Best Use

- 1) The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.
- 2) The use of an asset that maximizes its potential and that is possible, legally permissible, and financially feasible. The highest and best use may be for continuation of an asset's existing use or for some alternative use. This is determined by the use that a market participant would have in mind for the asset when formulating the price that it would be willing to bid. (IVS)
- 3) [The] highest and most profitable use for which the property is adaptable and needed or likely to be needed in the reasonably near future. (Uniform Appraisal Standards for Federal Land Acquisitions) (Dictionary)

Hypothetical Condition

- 1) A condition that is presumed to be true when it is known to be false. (SVP – Standards of Valuation Practice, effective January 1, 2015)
- 2) A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis. Comment: Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis. (USPAP, 2016-2017 ed.) (Dictionary)

Industrial Gross Lease

A type of modified gross lease of an industrial property in which the landlord and tenant share expenses. The landlord receives stipulated rent and is obligated to pay certain operating expenses, often structural maintenance, insurance and real property taxes, as specified in the lease. There are significant regional and local differences in the use of this term. (Dictionary)

Insurable Value

A type of value for insurance purposes. (Typically this includes replacement cost less basement excavation, foundation, underground piping and architect's fees.) (Dictionary)

Investment Value

The value of a property to a particular investor or class of investors based on the investor's specific requirements. Investment value may be different from market value because it depends on a set of investment criteria that are not necessarily typical of the market. (Dictionary)

Just Compensation

In condemnation, the amount of loss for which a property owner is compensated when his or her property is taken. Just compensation should put the owner in as good a position pecuniarily as he or she would have been if the property had not been taken. (Dictionary)

Leased Fee Interest

The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires. (Dictionary)

Leasehold Interest

The right held by the lessee to use and occupy real estate for a stated term and under the conditions specified in the lease. (Dictionary)

Lessee (Tenant)

One who has the right to occupancy and use of the property of another for a period of time according to a lease agreement. (Dictionary)

Lessor (Landlord)

One who conveys the rights of occupancy and use to others under a lease agreement. (Dictionary)

Liquidation Value

The most probable price that a specified interest in property should bring under the following conditions:

- Consummation of a sale within a short time period.
- The property is subjected to market conditions prevailing as of the date of valuation.
- Both the buyer and seller are acting prudently and knowledgeably.
- The seller is under extreme compulsion to sell.
- The buyer is typically motivated.
- Both parties are acting in what they consider to be their best interests.
- A normal marketing effort is not possible due to the brief exposure time.
- Payment will be made in cash in U.S. dollars (or the local currency) or in terms of financial arrangements comparable thereto.
- The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. (Dictionary)

Loan to Value Ratio (LTV)

The ratio between a mortgage loan and the value of the property pledged as security, usually expressed as a percentage. (Dictionary)

Major Vertical Penetrations

Stairs, elevator shafts, flues, pipe shafts, vertical ducts, and the like, and their enclosing walls. Atria, lightwells and similar penetrations above the finished floor are included in this definition. Not included, however, are vertical penetrations built for the private use of a tenant occupying office areas on more than one floor. Structural columns, openings for vertical electric cable or telephone distribution, and openings for plumbing lines are not considered to be major vertical penetrations. (BOMA)

Market Rent

The most probable rent that a property should bring in a competitive and open market reflecting the conditions and restrictions of a specified lease agreement, including the rental adjustment and revaluation, permitted uses, use restrictions, expense obligations; term, concessions, renewal and purchase options and tenant improvements (TIs). (Dictionary)

Market Value

The most probable price that a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- Buyer and seller are typically motivated;
- Both parties are well informed or well advised, and acting in what they consider their own best interests;
- A reasonable time is allowed for exposure in the open market;
- Payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and
- The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

(Dictionary)

Marketing Time

An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal. (Advisory

Opinion 7 of the Appraisal Standards Board of the Appraisal Foundation and Statement on Appraisal Standards No. 6, "Reasonable Exposure Time in Real Property and Personal Property Market Value Opinions" address the determination of reasonable exposure and marketing time.) (Dictionary)

Master Lease

A lease in which the fee owner leases a part or the entire property to a single entity (the master lease) in return for a stipulated rent. The master lessee then leases the property to multiple tenants. (Dictionary)

Modified Gross Lease

A lease in which the landlord receives stipulated rent and is obligated to pay some, but not all, of the property's operating and fixed expenses. Since assignment of expenses varies among modified gross leases, expense responsibility must always be specified. In some markets, a modified gross lease may be called a *double net lease*, *net net lease*, *partial net lease*, or *semi-gross lease*. (Dictionary)

Operating Expense Ratio

The ratio of total operating expenses to effective gross income (TOE/EGI); the complement of the net income ratio, i.e., $OER = 1 - NIR$ (Dictionary)

Option

A legal contract, typically purchased for a stated consideration, that permits but does not require the holder of the option (known as the *optionee*) to buy, sell, or lease real estate for a stipulated period of time in accordance with specified terms; a unilateral right to exercise a privilege. (Dictionary)

Partial Interest

Divided or undivided rights in real estate that represent less than the whole, i.e., a fractional interest such as a tenancy in common, easement, or life interest. (Dictionary)

Pass Through

A tenant's portion of operating expenses that may be composed of common area maintenance (CAM), real property taxes, property insurance, and any other expenses determined in the lease agreement to be paid by the tenant. (Dictionary)

Potential Gross Income (PGI)

The total income attributable to property at full occupancy before vacancy and operating expenses are deducted. (Dictionary)

Prospective Future Value Upon Completion

A prospective market value may be appropriate for the valuation of a property interest related to a credit decision for a proposed development or renovation project. According to USPAP, an appraisal with a prospective market value reflects an effective date that is subsequent to the date of the appraisal report. ... The prospective market value –as completed- reflects the property's market value as of the time that development is expected to be complete. (Dictionary)

Prospective Future Value Upon Stabilization

A prospective market value may be appropriate for the valuation of a property interest related to a credit decision for a proposed development or renovation project. According to USPAP, an appraisal with a prospective market value reflects an effective date that is subsequent to the date of the appraisal report ...The prospective market value – as stabilized – reflects the property's market value as of the time the property is projected to achieve stabilized occupancy. For an income-producing property, stabilized occupancy is the occupancy level that a property is expected to achieve after the property is exposed to the market for lease over a reasonable period of time and at comparable terms and conditions to other similar properties. (Dictionary)

Replacement Cost

The estimated cost to construct, at current prices as of a specific date, a substitute for a building or other improvements, using modern materials and current standards, design, and layout. (Dictionary)

Reproduction Cost

The estimated cost to construct, at current prices as of the effective date of the appraisal, an exact duplicate or replica of the building being appraised, using the same materials, construction standards, design, layout, and quality of workmanship and embodying all of the deficiencies, superadequacies, and obsolescence of the subject building. (Dictionary)

Retrospective Value Opinion

A value opinion effective as of a specified historical date. The term *retrospective* does not define a type of value. Instead, it identifies a value opinion as being effective at some specific prior date. Value as of a historical date is frequently sought in connection with property tax appeals, damage models, lease renegotiation, deficiency judgments, estate tax, and condemnation. Inclusion of

the type of value with this term is appropriate, e.g., "retrospective market value opinion." (Dictionary)

Sandwich Leasehold Estate

The interest held by the sandwich leaseholder when the property is subleased to another party; a type of leasehold estate. (Dictionary)

Sublease

An agreement in which the lessee in a prior lease conveys the right of use and occupancy of a property to another, the sublessee, for a specific period of time, which may or may not be coterminous with the underlying lease term. (Dictionary)

Subordination

A contractual arrangement in which a party with a claim to certain assets agrees to make his or her claim junior, or subordinate, to the claims of another party. (Dictionary)

Surplus Land

Land that is not currently needed to support the existing use but cannot be separated from the property and sold off for another use. Surplus land does not have an independent highest and best use and may or may not contribute value to the improved parcel. (Dictionary)

Triple Net (Net Net Net) Lease

An alternative term for a type of net lease. In some markets, a net net net lease is defined as a lease in which the tenant assumes all expenses (fixed and variable) of operating a property except that the landlord is responsible for structural maintenance, building reserves, and management; also called *NNN lease, net net net lease, or fully net lease*. (Dictionary)

(The market definition of a triple net lease varies; in some cases tenants pay for items such as roof repairs, parking lot repairs, and other similar items.)

Usable Area

The measured area of an office area, store area, or building common area on a floor. The total of all the usable areas for a floor shall equal floor usable area of that same floor. (BOMA)

Value-in-Use

The value of a property assuming a specific use, which may or may not be the property's highest and best use on the effective date of the appraisal. Value in use may or may not be equal to market value but is different conceptually. (Dictionary)

Qualifications

Qualifications of Christopher M. DelPo, MAI
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Office Complex; Medical Facility; Industrial/Flex; Retail; National Net;
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Feasibility & High and Best Use Analysis; Market Rent Study; Partial
Interest; Limited Liability Corporations; Machinery & Equipment

Membership/Affiliations:

Appraisal Institute – Designated Member

Appraisal Institute & Related Courses:

Real Estate Appraisal Principles
Appraisal Procedures
Sales Comparison Approach
Statistics, Modeling and Finance
Site Valuation and Cost Approach
Income Approach I & II
Advanced Residential Applications & Case Studies
Report Writing and Case Studies
Condemnation Appraising
USPAP
General Market Analysis & Highest and Best Use
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Qualified Expert Witness:

United States Bankruptcy Court
Collier, Lee & Charlotte County Circuit Court

Other Qualifications:

Appraiser Special Magistrate for Collier County VAB (2014-2015)

CREW Naples/Ft. Myers
Director/Treasurer (2015)

Appraisal Institute – FL Gulf Coast Chapter
Director (2014 – 2016)

Membership/Affiliations:

Appraisal Institute – MAI Designation
Institute of Business Appraisers – CBA Designation
NEBB Institute – CMEA Designation
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South FL Chapter of the Appraisal Institute
Florida Association of Realtors
Naples Area Board of Realtors
Miami Association of Realtors
National Association of Realtors
Naples Chamber of Commerce
International Society of Business Analysts
Collier County Bar Association
Attorney Marketing Annex, Miami/Doral

Appraisal Specialties:

Subdivision Development; Mixed-use; Retail Centers; Professional Office; Hotel/Motel; Restaurant; Apartment; Industrial; Marina; Special Use & Going Concern; Hangars; High-rise and Low-rise Condominium; Gas Stations, Golf Course; Auto Dealerships; Medical Facilities; Bowling Centers; Storage; Investment Analysis, Market Studies; Feasibility & High and Best Use Analysis; Business Valuations; Fractional Interest Valuations; Machinery & Equipment.

Partial List of Courses / Seminars / Presentations:

Capitalization Theory and Techniques, Part A & B	Appraisal Guidelines
Standards of Professional Practice (USPAP)	Income Valuation of Small, Mixed-Use Properties
ABA Telephone Briefing	Partial Interest Valuation
Machinery & Equipment Valuation	Appraising the Tough Ones
American Disabilities Act	Investment Analysis
Report Writing and Valuation Analysis	Business Report Writing
Appraisal Guidelines	Business Practice & Ethics
Advanced Applications	Essentials of Business Appraisal A & B
Appraisal Procedures	Supervisor Trainee Roles
USPAP	Office Building Valuation
Condemnation Appraising	Troubled Debt Restructuring
Discounts for Lack of Marketability	Partial Interest Valuation
Case Studies in Commercial Highest and Best Use	Real Estate Fraud – Appraiser’s Responsibilities
Appraisal Review – Income Capitalization Approach	Income Valuation of Small, Mixed-Use Properties
Report Writing and Valuation Analysis	Serving the Client – Streamlined Appraisal
Interagency Appraisal and Evaluation Guidelines	Managing and Procuring Commercial Reports
Appraising Special Purpose Properties	Real Estate Appraisal Principles
RMA - A Practical Approach to Commercial	Using Empirical Data to Value FLP’s
Real Estate Evaluations	Fundamentals of Separating Real Estate/Intangibles
Collier Co. Bar Assoc. - Estate Planning Symposium	Advanced Computer Apps for Appraisers & Fractional
Purchase Price Allocations for Financial Reporting &	Interest Valuation
Tax	Lessons From the Old Economy/Working in the New
Florida Appraisal Law	Litigation Assignments for Residential Appraisers:
Residential Market Analysis and Highest & Best Use	Doing Expert Work on Atypical Cases
Valuing Real Property Going Concerns	How to Systemize Your Appraisal Business
Managing Appraiser Liability	The 50 Percent FEMA Rule Appraisal
Appraisal of Assisted Living Facilities	Introduction to Exit Planning – The Hottest Topic for
Psychology of Succession	M & A Advisors

Presentations:

NACVA – Real Estate & Business Valuations – Trends & Importance of Obtaining Current Real Estate Valuations & Lease Analysis

Company Information on Valbridge Property Advisors

- ▮ Valbridge is the largest national commercial real estate valuation and advisory services firm in North America:
 - Total number of MAIs (200 on staff)
 - Total number of office locations (68 across the U.S.)
 - Total number of staff (675 strong)

- ▮ Valbridge covers the U.S. from coast to coast.

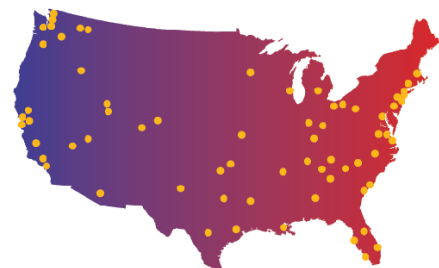
- ▮ Valbridge services all property types, including special-purpose properties.

- ▮ Valbridge provides independent valuation services. We are not owned by a brokerage firm or investment company.

- ▮ Every Valbridge office is led by a senior managing director who holds the MAI designation of the Appraisal Institute.

- ▮ Valbridge is owned by our local office leaders.

- ▮ Valbridge welcomes single-property assignments as well as portfolio, multi-market and other bulk-property engagements.





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3034 S. Durango Drive
Suite 100
Las Vegas, NV 89117
702.242.9369

NEW JERSEY

2740 Route 10 West, Suite 204
Morris Plains, NJ 07950
973.970.9333

3500 Route 9 South, Suite 202
Howell, NJ 07731
732.807.3113

NEW YORK

424 West 33rd Street
Suite 630
New York, NY 10001
212.268.1113

NORTH CAROLINA

412 E. Chatham Street
Cary, NC 27511
919.859.2666

4530 Park Road, Suite 100
Charlotte, NC 28209
704.376.5400

OHIO

1655 W. Market Street
Suite 130
Akron, OH 44313
330.899.9900

8291 Beechmont Ave.,
Suite B
Cincinnati, OH 45255
513.785.0820

1422 Euclid Avenue
Suite 1070
Cleveland, OH 44115
216.367.9690

OKLAHOMA

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Suite 309
Oklahoma City, OK 73116
405.603.1553

6666 South Sheridan Road
Suite 104
Tulsa, OK 74133
918.712.9992

PENNSYLVANIA

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Suite 440
King of Prussia, PA 19406
215.545.1900

4701 Baptist Road
Suite 304
Pittsburgh, PA 15227
412.881.6080

SOUTH CAROLINA

610 N. Main Street
Greenville, SC 29601
864.233.6277

920 Bay Street
Suite 26
Beaufort, SC 29902
843.342.2302

1250 Fairmont Avenue
Mt. Pleasant, SC 29464
843.881.1266

TENNESSEE

112 Westwood Place
Suite 300
Brentwood, TN 37027
615.369.0670

701 Broad Street
Suite 209
Chattanooga, TN 37402
423.285.8435

213 Fox Road
Knoxville, TN 37922
865.522.2424

6750 Poplar Avenue
Suite 706
Memphis, TN 38138
901.753.6977

TEXAS

High Point Center
12225 Greenville Avenue
Suite 490
Dallas, TX 75243
214.446.1611

974 Campbell Road
Suite 204
Houston, TX 77024
713.467.5858

2731 81st Street
Lubbock, TX 79423
806.744.1188

111 Soledad
Suite 800
San Antonio, TX 78205
210.227.6229

UTAH

260 South 2500 West
Suite 301
Pleasant Grove, UT 84062
801.492.9328

1100 East 6600 South
Suite 201
Salt Lake City, UT 84121
801.262.3388

20 North Main
Suite 304
St. George, UT 84770
435.773.6300

VIRGINIA

656 Independence Parkway
Suite 220
Chesapeake, VA 23320
757.410.1222

7400 Beaufort Springs Drive
Suite 300
Richmond, VA 23225
804.672.4473

5107 Center Street
Unit 2B
Williamsburg, VA 23188
757.345.0010

WASHINGTON

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Suite B
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425.450.0040

2927 Colby Avenue
Suite 100
Everett, WA 98201
425.258.2611

419 Berkeley Avenue
Suite A
Fircrest, WA 98466
253.274.0099

8378 W. Grandridge Boulevard
Suite 110-D
Kennewick, WA 99336
509.221.1540

506 Second Avenue
Suite 1001
Seattle, WA 98104
206.209.3016

324 N. Mullan Road
Spokane Valley, WA 99206
509.747.0999

WISCONSIN

12660 W. North Avenue
Brookfield, WI 53005
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EXHIBIT "B"

APPRAISAL REPORT – RENTAL STUDY

MAXWELL/HENDRY/SIMMONS

REAL ESTATE APPRAISERS & CONSULTANTS



MAXWELL·HENDRY·SIMMONS
real estate appraisers & consultants

Appraisal Report - Rental Study

1.5 ± Acre Vacant Site

Northwest Corner of Daniels Parkway and Commerce Lakes Drive
Fort Myers, Lee County, Florida

Date of Valuation: 26 October 2017

Date of Report: 10 November 2017

File Name: 17085707 - LCPA - Skyplex Parcel 11b



Prepared For

Lee County Port Authority
11000 Terminal Access Road, Suite 8671
Fort Myers, Florida 33913-8213



MAXWELL HENDRY SIMMONS
real estate appraisers & consultants

10 November 2017

Lee County Port Authority
11000 Terminal Access Road, Suite 8671
Fort Myers, Florida 33913-8213

Attention: Ed Moran, Esq., Director of Properties

Re: Rental Study of a 1.5 ± acre vacant site located on the northwest corner of Daniels Parkway and Commerce Lakes Drive, Lee County, Fort Myers, Florida (known as Skyplex Parcel 11b)

Dear Mr. Moran:

As you requested, an inspection and analysis have been made of the above property, which is legally described in the attached appraisal report. [The purpose of the appraisal report is to estimate the annualized market rental range of the subject property.](#) This letter is an integral part of, and inseparable from, this appraisal report.

The subject property was inspected on 26 October 2017 by K. Jacob Hutchings, MAI. Mr. Gerald A. Hendry, MAI, CCIM has also made a perimeter inspection of this property. This appraisal report is intended to conform to the Uniform Standards of Professional Appraisal Practice (USPAP), the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute. This appraisal is made subject to the Assumptions and Conditions contained in the body of this report.

Based upon our analysis of the data contained in the attached appraisal report, it is our opinion the annualized market rental rate range of the subject property, as of 26 October 2017, is:

SIXTEEN THOUSAND EIGHT HUNDRED DOLLARS.....(\$16,800)*
TO
TWENTY-FIVE THOUSAND TWO HUNDRED DOLLARS(\$25,200)*

*(\$.26 to \$.39 per square foot)

Note - This estimated annualize rental rate range is on a net basis and assumes the tenant is responsible for all expenses.

Respectfully submitted,

K. Jacob Hutchings, MAI
State-Certified General Real Estate Appraiser
RZ3415

Gerald A. Hendry, MAI, CCIM
State-Certified General Real Estate Appraiser
RZ 2245

TABLE OF CONTENTS

SEC. I: INTRODUCTION	1
SEC. II: SCOPE OF WORK.....	3
EXTENT OF PROPERTY IDENTIFICATION	3
EXTENT OF INSPECTION	3
TYPE AND EXTENT OF DATA RESEARCH	3
TYPE AND EXTENT OF ANALYSIS	3
ASSUMPTIONS.....	5
EXTRAORDINARY ASSUMPTIONS.....	6
HYPOTHETICAL CONDITIONS	6
SEC. III: MARKET AREA ANALYSIS	7
SOUTHWEST FLORIDA / LEE COUNTY DATA	7
CONCLUSION / LIFE CYCLE STAGE	11
SEC. IV: PROPERTY DESCRIPTION	12
LOCATION MAP.....	12
PROPERTY PHOTOGRAPHS	15
PROPERTY CHARACTERISTICS	18
SEC. V: HIGHEST & BEST USE ANALYSIS	21
HIGHEST AND BEST USE AS VACANT	21
SEC. VI: VALUATION OF SUBJECT PROPERTY.....	24
THE APPRAISAL PROCESS	24
RENTAL STUDY.....	25
THE SALES COMPARISON APPROACH TO VALUE	25
ESTIMATION OF RATE OF RETURN:.....	37
TEST OF REASONABLENESS	40
SEC. VII: RECONCILIATION OF OPINIONS OF VALUE	41
CONTRACTS, LISTINGS & SALES HISTORY	41
ESTIMATION OF MARKETING TIME	42
ESTIMATION OF EXPOSURE TIME	42
SEC. VIII: CERTIFICATION	43
SEC. IX: ADDENDA	45
QUALIFICATIONS OF K. JACOB HUTCHINGS, MAI	45
QUALIFICATIONS OF GERALD A. HENDRY, MAI, CCIM.....	47
ASSUMPTIONS.....	50
EXTRAORDINARY ASSUMPTIONS / HYPOTHETICAL CONDITIONS	51





SEC. I: INTRODUCTION

OWNER OF RECORD:	Lee County
ADDRESS:	Not provided
TAX ID:	Part of 19-45-26-00-00002.0000
LEGAL DESCRIPTION:	None provided. This appraisal is subject to a legal description.
SITE AREA:	225,144 square feet / 1.5 ± acres
IMPROVEMENTS:	None
ZONING / FUTURE LAND USE:	AOPD (Airport Operations Planned Development) / Airport
AIRPORT NOISE ZONE:	Airport Noise Zone A
AIRSPACE NOTIFICATION:	Structures require approval due to its location in airport zone
AIRPORT LAYOUT PLAN:	Non-Aviation Support
HIGHEST & BEST USE AS VACANT:	Non-Aviation Related Support
HIGHEST & BEST USE AS IMPROVED:	Not Applicable
EFFECTIVE DATE OF THE APPRAISAL:	26 October 2017
DATE OF THE REPORT:	10 November 2017
INTENDED USER:	This appraisal is made for the exclusive use of our client, Lee County Port Authority, and its use by others is strictly prohibited.
INTENDED USE:	The intended use of this assignment is for use in assisting the client in leasing the property.



View of Subject Property From Southeast



View to the West Along Daniels Parkway



SEC. II: SCOPE OF WORK

According to the Uniform Standards of Professional Appraisal Practice (USPAP), 2016/17 Ed., the Scope of Work includes, but is not limited to:

- the extent to which the property is identified;
- the extent to which tangible property is inspected;
- the type and extent of data research; and
- the type and extent of analysis applied to arrive at opinions or conclusions.

EXTENT OF PROPERTY IDENTIFICATION

For this analysis, the subject property was identified via a legal description and research of public records via the internet. For this appraisal, reliance was placed primarily on information provided by the local public records, as well as information provided by our client.

EXTENT OF INSPECTION

For the purposes of this appraisal, K. Jacob Hutchings, MAI, conducted an inspection of the subject property on 26 October 2017. Gerald A. Hendry, MAI, CCIM has also inspected the property.

TYPE AND EXTENT OF DATA RESEARCH

Data research is regularly conducted using the following sources:

- Public Records
- Local REALTOR® Association Multiple Listing Services (MLS)/Loopnet/CCIM
- Marshal Valuation Service/Marshall & Swift Cost Tables/Books
- CoStar comparables service
- Information/interviews from market participants, including:
 - Property owners,
 - Real estate brokers/agents, property managers and contractors,
 - Airport authority/management individuals at various competing airports in the Florida market

The primary emphasis of the data research concentrated on the subject's market area. Census data, as well as municipal and governmental websites were utilized in gathering the information analyzed. The time period researched for any sales data encompasses the last few years up until the date of the most current data available. All comparable data is verified with the buyer, seller, or a property representative, unless otherwise indicated. In the analysis, the selling price, financing, motivation to purchase/sell, and, if applicable, any lease or income/expense information was verified, as of the time of sale.

TYPE AND EXTENT OF ANALYSIS

Purpose of the Appraisal

The purpose of this appraisal is to formulate an opinion of the estimated annualized market rental rate range of the subject property as if free and clear of all liens, mortgages, encumbrances, and/or encroachments.



Condition Appraised

In this analysis, we are estimating the “as is” market rental rate range. This is defined by the Appraisal Institute in the *Dictionary of Real Estate Appraisal* as:

The estimate of market value of real property in its current physical condition, use, and zoning as of the appraisal date.

Real Property Interest Appraised

There are primarily two forms of interest to consider when developing an opinion of value of real property. These are defined by The Appraisal Institute in *The Dictionary of Real Estate Appraisal*, 6th Ed., as follows:

Fee simple interest (estate) is:

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

Leased fee interest is:

The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires.

In this situation, the interest being appraised is the undivided fee simple interest in the land and existing improvements as if free and clear of all liens, mortgages, encumbrances, and/or encroachments except as may be amended in the body of this report.

Value Appraised

The opinion of value developed and reported is the market rental range of the subject property. Part of this analysis involves market value. Market value, as defined by the agencies that regulate financial institutions in the United States and published by 12 CFR Ch. V Part 564.2 (g) *Office of Thrift Supervision, Department of the Treasury*, is:

The most probable price that a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus.

Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- a. Buyer and seller are typically motivated.
- b. Both parties are well informed or well advised, and acting in what they consider their own best interests.
- c. A reasonable time is allowed for exposure in the open market.
- d. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- e. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Furthermore, market rent is defined by *The Dictionary of Real Estate Appraisal*, 6th Edition as:

The most probable rent that a property should bring in a competitive and open market reflecting the conditions and restrictions of a specified lease agreement, including the rental adjustment and revaluation, permitted uses, use restrictions, expense obligations, term, concessions, renewal and purchase options, and tenant improvements (TIs).



Approaches to Value

The preceding three approaches may indicate different values. In this analysis, consideration has been given to all three approaches to value (Cost, Sales Comparison, and Income Approaches to Value). We are estimating the annualized market rental range of the site, which is a vacant parcel; this is a multi-step process and is described as follows:

1. Estimate the market value of the subject property via the Sales Comparison Approach to Value.
2. Estimate a reasonable rate of return to the land value, supported by market evidence, to estimate the annualized rent rate range for the land.
3. Compare the rental rate range, as estimated via the rate of return, to the local marketplace and reconcile the range.

It should be noted a comparison of competing airports is not necessary in this analysis as the subject property does not abut the airport.

In this analysis only the Sales Comparison Approach to value is applicable as the subject property is vacant land. The Cost and Income Approaches to Value are not considered applicable. In the Sales Comparison Approach to Value, we will consider recent sales of similar type properties that a typical purchaser would consider as a likely alternative to the subject property. We will also research current listings of vacant land. In addition, research will be conducted on the anticipated rate of return investors expect to receive on vacant land. We are of the opinion utilizing these various methods will develop a reliable result. It is our opinion this overall methodology provides a credible result.

Report Type

This appraisal is presented in Appraisal Report format.

ASSUMPTIONS

An Assumption is defined by the Uniform Standards of Appraisal Practice (USPAP), 2016/17 Ed., as

“that which is taken to be true”.

Please see Addenda for further details regarding the assumptions utilized in this appraisal.



EXTRAORDINARY ASSUMPTIONS

Extraordinary Assumption is defined by the Uniform Standards of Appraisal Practice (USPAP), 2016/17 Ed., as

“an assumption, directly related to a specific assignment, as of the effective date of the assignment results, which, if found to be false, could alter the appraiser’s opinions or conclusions.”

Per USPAP standards, please note that the use of extraordinary assumptions might have affected the assignment results. It is strongly recommended that the reader thoroughly read the entirety of these assumptions, as they outline the limitations under which this appraisal is developed.

Accordingly, this appraisal is subject to:

- An Environmental Site Assessment, as none was provided for this assignment. We did not observe conditions that would indicate there are any environmental concerns associated with this property. However, we are not experts in such matters. This environmental site assessment should also provide a cost to cure any environmental concerns, if the same exist. This appraisal assumes there are no environmental concerns, which would hinder development, sale and/or leasing the property. Any cost to correct environmental concerns, if any exist, is **not** factored into this analysis. This appraisal assumes there are no environmental concerns.
- A survey, as none was provided for this assignment. We have relied upon information obtained from the client pertaining to the site size and location. The client indicated the subject property is a 1.5 ± acre parcel located on the northwest corner of Daniels Parkway and Commerce Lakes Drive. However, no survey has been provided and this report is subject to the same.
- As per the FEMA website, the subject property is located within a non-printed flood map panel. Typically areas within non-printed flood map panels in Southwest Florida are in Flood Zone X which is not considered to be a flood hazard area. However, a determination of the subject property’s Flood Zone has not made and this report is subject to the same.
- A legal description, as none was provided.

If any of these assumptions are found to be false, it could alter our opinions or conclusions.

HYPOTHETICAL CONDITIONS

Hypothetical Condition is defined by the Uniform Standards of Appraisal Practice (USPAP), 2016/17 Ed., as

“a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.”

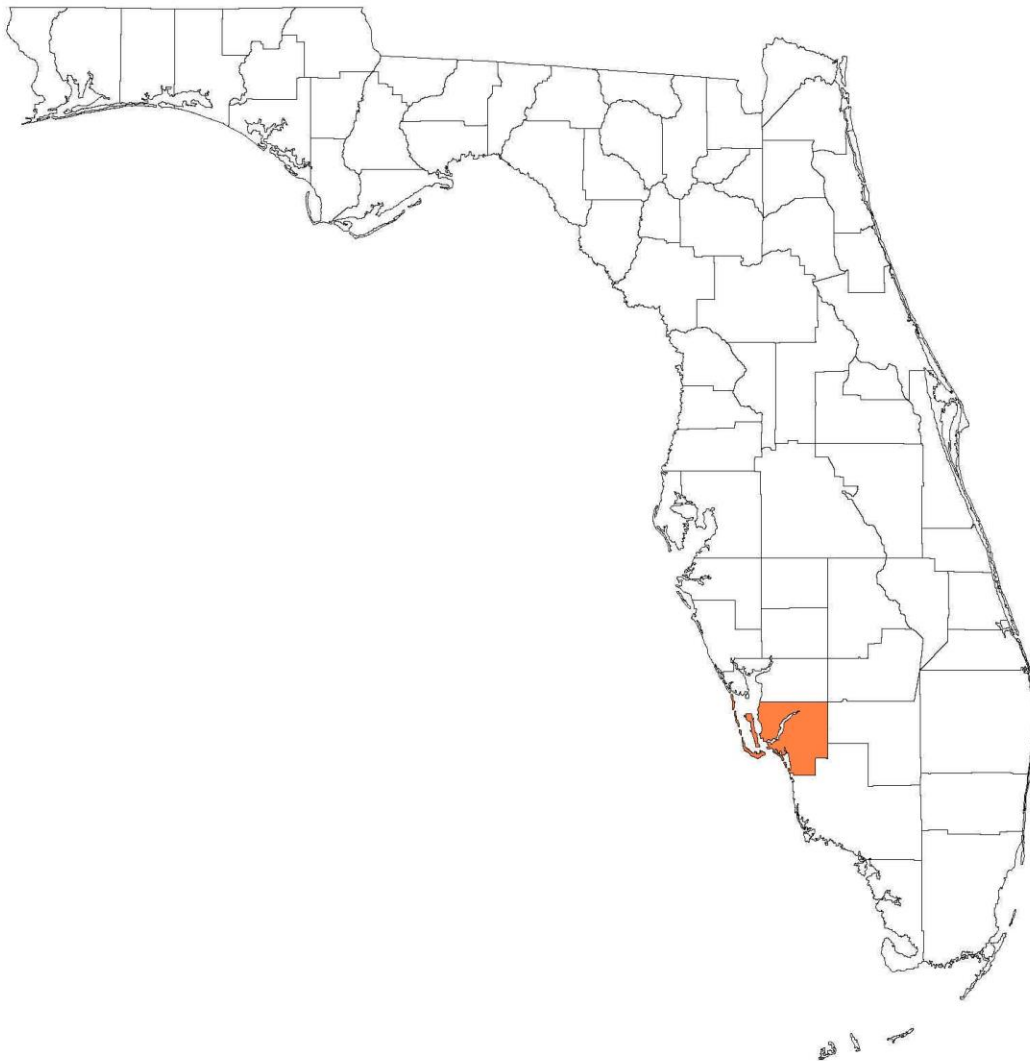
Per USPAP standards, please note that the use of hypothetical conditions might have affected the assignment results. It is strongly recommended that the reader thoroughly read the entirety of these assumptions, as they outline the limitations under which this appraisal is developed.

None applicable.



SEC. III: MARKET AREA ANALYSIS

SOUTHWEST FLORIDA / LEE COUNTY DATA





Lee County, named for Robert E. Lee, was created from Monroe County in 1887, and included the present-day Collier, Hendry, and Lee Counties. Lee County was split into the three (3) current counties in 1923. The present-day Lee County encompasses 1,212 square miles, with a variety of natural inland, coastal, and barrier island habitats and a year-round population of 618,754 as of the 2010 census. The county's western boundary is the Gulf of Mexico. The county contains a total of 803 square miles of land area and 200 ± square miles of inland water area. The county is ranked thirteenth in area in the state. The westerly flowing Caloosahatchee River bisects the county and is part of the cross-state Intracoastal Waterway. There are several incorporated municipalities in Lee County as follows:

City of Fort Myers: Incorporated in 1886. 48.31 Square Miles. 2010 Population: 62,298.

The oldest permanent settlement in Lee County, this was the site of Fort Myers, one of many military outposts utilized during the 2nd and 3rd Seminole Wars and the Civil War. As the county seat, the City is home to the majority of professional businesses in Lee County. The City has expanded their municipal boundaries considerably over the last decade through the use of annexation in an effort to diversify their tax base.

City of Cape Coral: Incorporated in 1970. 114.0 Square Miles. 2010 Population: 154,305.

Originally developed in 1957 by Leonard and Jack Rosen, owners of the Gulf American Land Corporation, Cape Coral is now the largest municipality, by population, in Lee County and is the second largest in land area in the State of Florida. As a pre-platted, traditionally designed subdivision, Cape Coral has an extreme degree of uniformity. The City is home to a large percentage of Lee County's workforce population.

City of Sanibel: Incorporated in 1974. 17.5 Square Miles. 2010 Population: 6,496.

Encompassing the geographical boundaries of Sanibel Island, the City was incorporated in response to State recommendations to develop high-density residential uses along the beaches and a high-traffic coastline causeway, among other issues. Nearly ½ of the island is set aside as natural preserve.

Town of Fort Myers Beach: Incorporated in 1995. 6.2 Square Miles. 2010 Population: 6,277.

Encompassing the geographical boundaries of Estero Island, the Town was incorporated in response to citizen desire for greater control over land development codes, among other issues.

City of Bonita Springs: Incorporated 1999. 33.0 Square Miles. 2010 Population: 43,914.

The City was incorporated in response to citizen desire for greater control over land development codes, among other issues. The City includes a portion of mainland Lee County and the adjacent islands. The City is home to the Naples/Fort Myers Greyhound Track, Shangri-La Hotel, Everglades Wonder Gardens, and the redeveloping Downtown Bonita Springs.

Village of Estero: Incorporated 2015.

Located immediately adjacent to the northern boundary of Bonita Springs, the Village was incorporated in response to citizen desire for greater control over local planning and facility decisions. The Village is home to Koreshan State Park, as well as Germain Arena, Miromar Outlet, Coconut Point Mall, and Hertz World Headquarters.

There are many other unincorporated, yet distinct, communities in Lee County, both rural and suburban in nature. These include Alva, Bayshore, Boca Grande, Captiva, Corkscrew, Buckingham, Iona, Lehigh Acres, North Fort Myers, Pine Island, and San Carlos Park.



There are four basic factors that influence value according to *The Appraisal of Real Estate*, Fourteenth Edition. These factors include:

- I. Social Forces
- II. Economic Forces
- III. Governmental Forces
- IV. Environmental Forces

Each of the forces interacts, resulting in increases, decreases, or stabilization of property values. As a result, these forces also serve to directly affect the demand for real property in a particular area. The four forces that affect values are described as follows:

I. Social Forces

Population fluctuation has a significant impact on property values. The chart below demonstrates the change in population between the two most recent decennial Censuses.

	2016	2010	2000	CHANGE
COUNTY POPULATION	722,336 (Est. as of 1 July)	618,754	440,888	+52.83%

II. Economic Forces

Economic considerations involve the financial capacity of the inhabitants of a region to rent or own property and properly maintain it. These economic forces may include income levels, unemployment rates, the economic base of a region and the strength of development and construction.

	2017	2016	2015	2014
UNEMPLOYMENT RATE ¹	4.1% (August)	4.6% (Annual)	5.0% (Annual)	6.0% (Annual)
AVERAGE WEEKLY WAGE ¹	\$832 (1Q)	\$844 (4Q)	\$842 (4Q)	\$803 (4Q)
SINGLE-FAMILY MEDIAN PRICE ²	\$255,000 (September)	\$227,400 (Annual)	\$210,000 (Annual)	\$189,000 (Annual)
RETAIL VACANCY RATE ³	4.8% (3Q)	5.6% (4Q)	6.2% (4Q)	6.9% (4Q)
OFFICE VACANCY RATE ³	6.5% (3Q)	8.6% (4Q)	10.7% (4Q)	12.3% (4Q)
INDUSTRIAL VACANCY RATE ³	2.1% (3Q)	3.4% (4Q)	5.8% (4Q)	6.2% (4Q)

1. <http://www.bls.gov/>
2. <http://www.floridarealtors.org/ResearchAndStatistics/Florida-Market-Reports/Index.cfm>
3. CoStar



III. Governmental Forces

The county government consists of a five-member board of county commissioners, elected to four-year terms within at-large districts. A non-elected county manager heads the government staff. Other elected officials in the county are sheriff, tax collector, supervisor of elections, clerk of the circuit court, and property appraiser. In addition, there are numerous special districts with independently elected boards, with the services provided ranging from fire protection to water & sewer service.

Services

The cities of Fort Myers, Cape Coral, and Sanibel each have their own police and fire protection. The Town of Fort Myers Beach has its own fire protection, but no police protection. Police protection for Fort Myers Beach is provided by the Lee County Sheriff's Department. The balance of the county is patrolled by the Florida State Highway Patrol and the Lee County Sheriff's Department. The police system is adequate. Lee County has experienced a decrease in the crime rate in recent years. Fire protection is also adequate as substations are situated in all portions of the county and is provided by independent special districts outside of the incorporated cities.

Utilities

CenturyLink is the primary telephone service provider for Southwest Florida. CenturyLink has a fiber optic backbone that has the ability to connect all of its central offices and maintain high network availability. Embarq and Telcove/Level 3 Communications are the local exchange carriers. These carriers have multiple survivable shared SONET rings. The rings are 100% fiber optic, backed up by fully redundant electronics and power sources, with mini rings inside and outside the major SONET ring.

The City of Fort Myers and some sections of Lee County receive their electricity from Florida Power and Light Company. The balance of Lee County receives its power from the Lee County Electric Cooperative. Gas is available from any one of a number of manufactured bottled gas dealers in the county. Natural gas is now available in many parts of Lee County provided by TECO. In early 2000, a new pipeline to the area extended service from the Tampa Bay region.

There is an adequate supply of potable water for business or private use either from the City of Fort Myers, the City of Cape Coral, the City of Bonita Springs, Florida Governmental Utility Authority, or from Lee County's water utility system. Areas of Lee County not covered by municipalities are serviced by Lee County Utilities and the Greater Pine Island Water Association. Sewer service is provided either by Lee County Utilities, Florida Governmental Utility Authority, or the city municipality.

Medical Services

Lee County has six general and two specialized hospitals, 16 nursing homes, 44 assisted living facilities, a veteran's clinic and several walk-in emergency facilities. Ambulance service in Lee County is operated as a department of the Lee County Emergency Service or is contracted with the independent fire districts.

Communications

The *Fort Myers News-Press*, the area's largest newspaper, is published daily. The *Daily Breeze* from Cape Coral is also published daily except Sunday. Several weekly newspapers serve different locations throughout Lee County, along with 41 radio stations and 8 local television stations.



Educational System

The county has a fully developed K4 through 12, public school system. There are also several private and parochial schools in the county. Florida Southwestern State College has a campus in Fort Myers, while Florida Gulf Coast University is located in south Lee County. In addition, there are also several private universities which service the area.

Transportation

There are four major north/south traffic arteries through Lee County and Fort Myers, which include U.S. 41, McGregor Boulevard, Interstate 75, and Summerlin Road. The major east/west arteries include State Road 78, Colonial Boulevard, College Parkway, Daniels Parkway, Alico Road, Estero Parkway, and Corkscrew Road.

The area is also served by two airports. Page Field, located within the city limits of Fort Myers, provides two runways for private aircraft and the terminal was recently upgraded. The Southwest Florida International Airport is located east of Interstate 75 along Treeline Avenue. The Southwest Florida International Airport underwent an expansion in September 2005, which included a 28-gate, two story terminal, as well as three concourses, a three story parking garage/rental car facility, and a new taxiway.

Land Use Control

The Lee County Local Planning Agency adopted a Comprehensive Land Use Plan in early 1984. This plan designates areas in Lee County for growth, new development, and environmental protection. This Comprehensive Plan helps to guide Lee County in its future growth and has been updated semi-annually to the present time. The Division of Community Development enforces all zoning regulations for the unincorporated areas of Lee County.

IV. Environmental Forces

The county has a sub-tropical climate. The average temperature is 74.4 degrees with a monthly mean high of 91.6 in the summer months and an average winter mean of 64.1 degrees. Temperature extremes are infrequent with only a rare freeze and few readings above the mid-90's. Rainfall averages approximately 52 inches annually with the heaviest rains during the summer months.

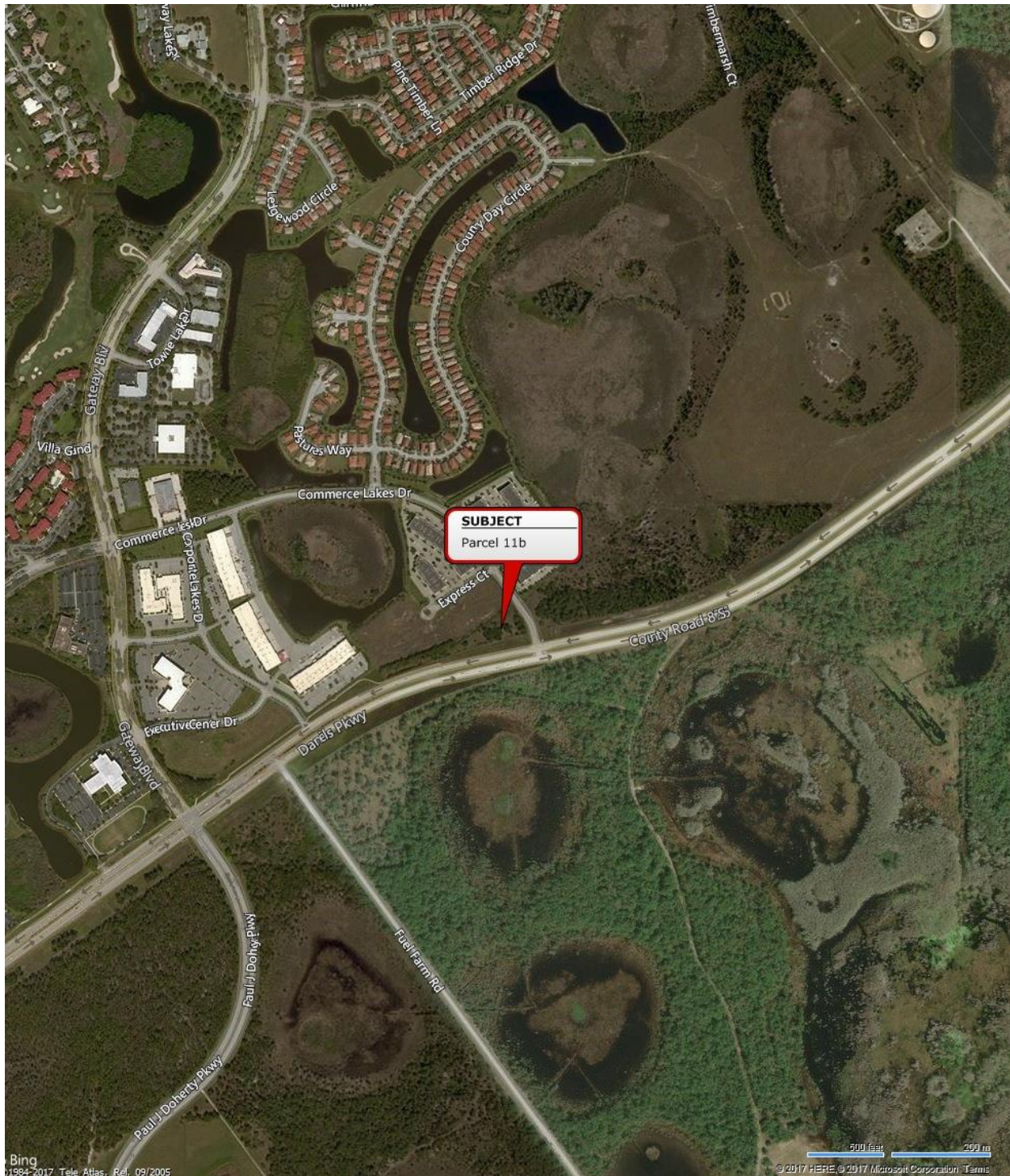
CONCLUSION / LIFE CYCLE STAGE

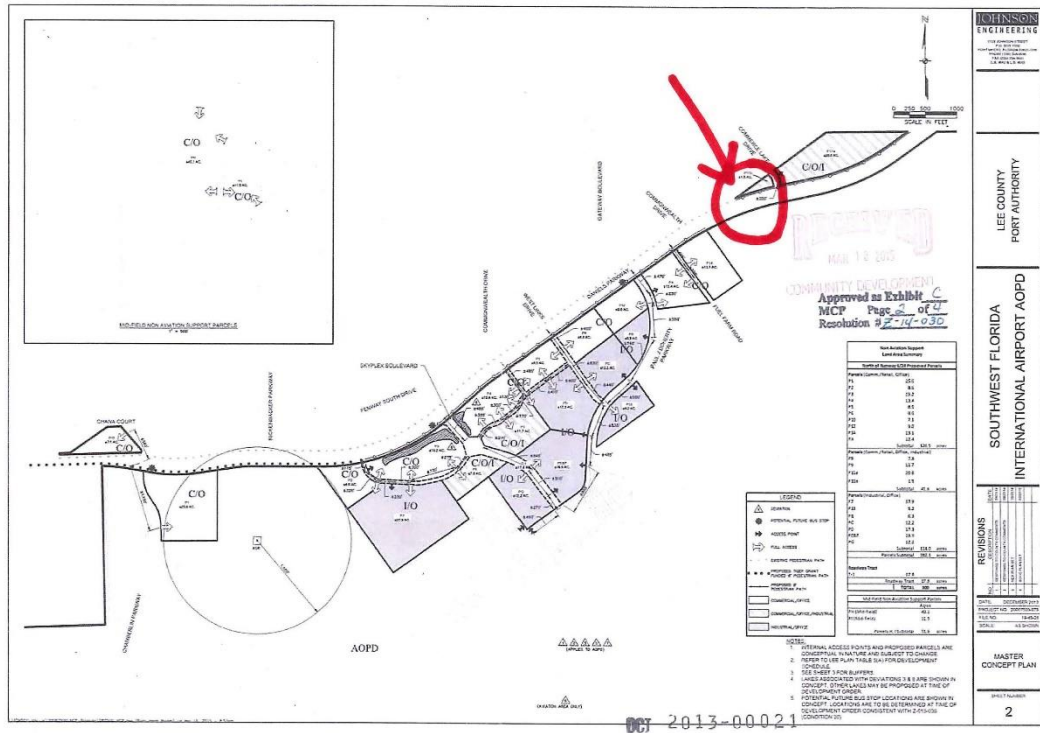
The subject market area is in the Growth stage of its life cycle. This market area experienced tremendous development from 2003-2005 and then an equally significant decline in property values from 2006-2011. All of the preceding factors contribute to the economy of Lee County. Although the rate of population increases has slowed since 2008 due to the overall slowdown in the national economy, historical trends demonstrate that the Lee County area is a desirable destination for in-migration. This is supported by a return to a net increase in in-migration exhibited during 2010 - 2013. The University of Florida's Bureau of Economic and Business Research, projects that as many as 150,000 new residents could potentially come to Lee County over the next ten years. Furthermore, according to this University of Florida study, the population of Lee County could be nearing one million by 2035, an increase of more than 400,000 over the next two decades. Even with the well documented housing, foreclosure and unemployment problems which plagued the region during the downturn, Lee County continued to rank among the top five counties in Florida for population growth. In addition, the overall attractiveness of the Southwest Florida weather and lifestyle indicate that demand characteristics for both housing and support facilities should be positive for the long term.



SEC. IV: PROPERTY DESCRIPTION

LOCATION MAP





067 2013-00021



PROPERTY PHOTOGRAPHS



View of Subject Property From Southeast



View of Subject Property From Southwest



View to the West Along Daniels Parkway



View to the East Along Daniels Parkway



View to the North Along Commerce Lakes Drive



PROPERTY CHARACTERISTICS

ADDRESS:	None Assigned
TAX ID:	Part of 19-45-26-00-00002.0000
LEGAL DESCRIPTION:	None provided. This appraisal is subject to a legal description.
LOCATION/ACCESS/ EXPOSURE:	<p>The property address is not provided in public records. It can be described as being located in Section 19, Township 45 South, Range 26 East, Lee County, Florida.</p> <p>The subject property is located on the northwest corner of Daniels Parkway and Commerce Lakes Drive, as part of an area known as Skyplex. Currently this location is considered to be good, since it has direct exposure along Daniels Parkway.</p> <p>Skyplex is an 1,150± acre master planned redevelopment of the former Southwest Florida International Airport's former terminal complex. 870± acres are targeted for non-aviation uses and 280± acres are targeted for aviation related use. The lands within Skyplex are part of a foreign trade zone and have been available for lease.</p> <p>Daniels Parkway is a major east/west thoroughfare extending west 8± miles to U.S. 41 (aka South Tamiami Trail) and east 3± miles to State Road 82.</p> <p>In addition, ¼ ± miles to west of the subject site, is the main entrance into Gateway, a Development of Regional Impact (DRI). On the southeast corner of Daniels Parkway and Paul J. Doherty Parkway, a Publix Shopping Center has been constructed on land leased from the Lee County Port Authority.</p>
SIZE (SITE AREA)/SHAPE:	As per the information provided by the client, the subject site is irregular in shape and has a total of 65,340 ± square feet or 1.5 ± acres. No survey has been provided and this report is subject to the same.
PHYSICAL FEATURES (TOPOGRAPHY, ELEVATION, ETC.):	The subject property is raw land with natural vegetation. The subject site appears to be reasonably level with the surrounding parcels.
UTILITIES:	The subject property has full utilities. The subject site has electricity provided by Florida Power and Light, telephone service provided by CenturyLink and central water/sewer provided by Lee County Utilities.



FLOOD ZONE:	The subject property appears to be located within Zone X according to the Federal Emergency Management Agency (FEMA) flood maps. The subject property can be found on Community Panel Number 12071C0475F, a non-printed panel. Flood Zone X is not considered a flood hazard area. Therefore, flood insurance is not required for structures located within Zone X. However, flood insurance is available in participating communities. The effective date of this map is 28 August 2008.
EASEMENTS, ENCROACHMENTS, ETC.:	There are no known adverse restrictions, encumbrances, leases, reservations, covenants, contracts, declarations, special assessments, ordinances, or other items of a similar nature. This is subject to a current survey.
ASSESSED VALUE, TAXES, AND ASSESSMENTS:	According to the Lee County tax roll, the subject property is assessed, along with other lands, as County owned with a market assessed value of \$336,794,913, as well as a cap assessed value of \$254,441,256. It is wholly exempt; however, the parent tract has a Lee County Solid Waste Assessment of \$66,453.77 for 2017, which is outstanding, as of the date of value.
ZONING:	<p>The subject property, along with the entire airport, is zoned AOPD, Airport Operations Planned Development. The purpose and intent of the AOPD zoning district is to accommodate and regulate those lands where public airports and ancillary facilities are conducted.</p> <p>Further specific allowable uses, minimum lot sizes, etc. for the aforementioned zoning classification, are set forth in the Land Development Code and the reader is encouraged to review these if further detail is required.</p>
AIRPORT NOISE ZONE:	The subject property is located within lands associated with the Southwest Florida International Airport. As per the Lee County Property Appraiser's GIS, the subject property, along with other lands, is located within Airport Noise Zone A.
AIRSPACE NOTIFICATION:	The subject property is located within lands associated with the Southwest Florida International Airport. As per the Lee County Property Appraiser's GIS, the subject property is located within an area of the airport that all structures are required for approval due to the Airspace Notification Height.



AIRPORT LAYOUT PLAN:	<p>The subject property is located in an area on the Southwest Florida International Airport's Airport Layout Plan that is designated for Non-Aviation Support.</p>
FUTURE LAND USE:	<p>The subject property is within the Airport Land Use, as per the Lee County Land Use Plan.</p> <p>The Airport lands include the Southwest Florida International Airport's existing facility and projected growth areas through the year 2030. These areas will include airport and airport-related development, as well as non-aviation land uses as proposed in the approved 2003 Airport Master Plan update and as depicted on the Airport Layout Plan sheet (Map 3F) and the Southwest Florida International Airport Proposed Development Schedule (Table 5). This mix of uses is intended to support the continued development of the Southwest Florida International Airport. Future development at the Southwest Florida International Airport will also include non-aviation related land uses such as hotels/motels, light industrial, service stations, ancillary retail/shopping, and office development. Any future airport expansion or development of aviation-related and non-aviation uses will offset environmental impacts through the Airport Mitigation Lands Overlay or other appropriate mitigation acceptable to the permitting agencies and to Lee County. The physical design of the airport expansion will minimize any degradation of the recharge capability of land being developed. Airport expansion beyond the present boundaries will be subject to necessary amendments to the Lee Plan.</p> <p>All development on Airport lands must be consistent with the Airport Layout Plan (Map 3F and Table 5). Map 3F depicts the planned expansion of the Southwest Florida International Airport through 2020. If the airport master planning process precipitates a substantive change to the Airport Layout Plan (Map 3F), then the Port Authority must amend Map 3F prior to obtaining local development approval.</p> <p>The non-aviation related development areas have been depicted on the approved Airport Layout Plan sheet (Map 3F). These uses will be constructed upon Airport lands with long term leases. All development within the non-aviation land use areas will be subject to mitigation requirements for wetland impacts. Mitigation of wetland impacts will be in accordance with the U.S. Army Corps of Engineers and South Florida Water Management District requirements. To the greatest extent reasonably possible, development of non-aviation land use areas must avoid wetland impacts. All non-aviation land use development will meet the indigenous vegetation requirements set forth in the Lee County Land Development Code.</p> <p>Permitted land uses in Wetlands consist of very low density residential uses and recreational uses that will not adversely affect the ecological functions of wetlands. All development in Wetlands must be consistent with Goal 114 of Lee County Comprehensive Land Use Plan. The maximum density is one dwelling unit per twenty acres (1 du/20 acre) with exceptions.</p>



SEC. V: HIGHEST & BEST USE ANALYSIS

Real estate is valued in terms of its highest and best use. Highest and best use is the use which would be the most profitable and likely use of a property. It may also be defined as that available use and program of future utilization which produces the highest present land value. Highest and best use is defined by The Dictionary of Real Estate Appraisal, 6th Edition, as:

1. *The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.*
2. *The use of an asset that maximizes its potential and that is possible, legally permissible, and financially feasible. The highest and best use may be for continuation of an asset's existing use or for some alternative use. This is determined by the use that a market participant would have in mind for the asset when formulating the price that it would be willing to bid. (IVS)*
3. *[The] highest and most profitable use for which the property is adaptable and needed or likely to be needed in the reasonably near future. (Uniform Appraisal Standards for Federal Land Acquisitions)*

The Highest and Best Use Analysis begins with an analysis of the property as if vacant and available to be put to its highest and best use. The property is further analyzed if there are improvements on the property or proposed for the site. The four criteria of highest and best use that a property must meet are as follows:

- Legally Permissible Use - what uses are permitted by zoning and deed restrictions on the subject property?
- Physically Possible Use - what uses are physically possible to put on the site?
- Financially Feasible Use - which possible and permissible uses will produce a net return to the owner of the site?
- Maximally Productive Use - among the feasible uses, which use will produce the highest net return?

HIGHEST AND BEST USE AS VACANT

The highest and best use analysis of the site as though vacant assumes that a site is either vacant or can be made so through demolition of any improvements. This analysis examines the type of improvement that is most appropriate for a particular site.

Legally Permissible

The subject property is zoned AOPD, Airport Operations Planned Development as per the Lee County Zoning Department. Furthermore, the Lee County Comprehensive Land Use Plan has designated the Southwest Florida International Airport lands for Airport Land and Wetland land use. The subject parcel itself appears to be within the Airport Land designation. In addition, the subject property is located in an area on the Southwest Florida International Airport's Airport Layout Plan that is designated for non-aviation support.

It is our opinion the legally permissible use of the subject property is for non-aviation development as permitted within the Airport Master Plan/Airport Layout Plan and the Lee County Comprehensive Land Use Plan.



Physically Possible

Various physical factors have an effect on the uses to which a property may be developed. These factors may include size, shape, topography, and soil conditions. The subject is an irregular, triangular-shaped parcel, which may create some limitations for development. The size and terrain of the subject property are conducive for development. The utilities available to the subject site are adequate for the legally permissible uses. The site area is sufficient to allow development and all legally permissible uses could be physically placed on the subject without any unreasonable hindrance.

The physical aspects of the property do not impose apparent limitations on development. The physical nature of the subject does not preclude any of the legally permissible uses. Based on the physical characteristics of the site, the legally permissible uses would be physically possible.

The site is level and is of similar elevation to the roadway network. Access to the site is adequate. It is recognized this site is located on a major thoroughfare and is a good location. Accordingly, it is our opinion, in terms of physically possible, the site has potential for a variety of uses including commercial uses, both retail and office.

Financially Feasible

As long as a potential use has value commensurate with its cost and conforms to the first two tests, the use is considered to be financially feasible. The legally permissible uses are physically possible.

In contemplating the feasible uses, consideration must be given to the site location and access. First, as to location, the property is located on Daniels Parkway, a six-lane arterial roadway, providing vehicular access to most areas of the community. The development along Daniels Parkway is mostly commercial in nature. The subject is located within the Gateway community. Adjacent buildings are mostly commercial office and flex industrial space.

It is our opinion the subject site is legally and physically suited for commercial development purposes. The following is an overview of the commercial market in Southwest Florida:

Total Retail Submarket Statistics						Third Quarter 2017			
Market	Existing Inventory		Vacancy			YTD Net Absorption	YTD Deliveries	Under Const SF	Quoted Rates
	# Bids	Total GLA	Direct SF	Total SF	Vac %				
Bonita Springs	296	3,712,187	232,106	293,392	7.9%	15,684	0	0	\$14.72
Cape Coral	785	9,111,692	521,885	521,885	5.7%	128,897	54,610	42,000	\$13.81
Charlotte County	884	10,199,435	444,519	445,569	4.4%	183,459	13,502	7,500	\$12.79
City of Ft Myers	787	7,789,728	325,497	283,952	3.6%	114,130	56,891	15,000	\$12.09
East Naples	379	4,208,152	261,758	273,903	6.5%	6,905	20,600	32,000	\$16.86
Estero	140	4,016,674	130,264	120,237	3.0%	33,598	17,674	114,918	\$21.97
Golden Gate	107	1,045,978	30,339	28,111	2.7%	21,218	11,000	0	\$14.16
Lehigh	142	1,507,317	43,136	42,448	2.8%	29,239	25,876	0	\$13.99
Lely	73	1,119,621	176,554	159,770	14.3%	51,663	7,320	27,704	\$17.61
Marco Island	117	1,411,282	30,762	29,328	2.1%	25,180	7,498	0	\$20.98
Naples	210	3,044,590	49,310	37,707	1.2%	30,944	6,000	64,600	\$36.02
North Ft Myers	179	2,045,946	237,907	247,343	12.1%	18,883	12,000	0	\$10.63
North Naples	545	11,000,677	354,802	435,911	4.0%	69,862	2,500	109,341	\$23.23
Outlying Collier County	210	2,149,145	154,109	163,009	7.6%	52,335	56,704	0	\$18.28
S Ft Myers/San Carlos	992	16,548,216	730,457	693,844	4.2%	260,416	160,220	144,824	\$17.11
The Islands	176	1,284,963	6,469	7,179	0.6%	(137)	0	0	\$28.36
Totals	6,022	80,195,603	3,729,874	3,783,588	4.7%	1,042,276	452,395	557,887	\$16.54

Source: CoStar Page 16



Total Office Submarket Statistics							Third Quarter 2017		
Market	Existing Inventory		Vacancy			YTD Net	YTD	Under	Quoted
	# Bids	Total RBA	Direct SF	Total SF	Vac %	Absorption	Deliveries	Const SF	Rates
Bonita Springs	194	2,350,649	203,133	204,233	8.7%	73,307	0	0	\$13.65
Cape Coral	389	2,631,453	133,581	133,581	5.1%	49,253	10,000	0	\$12.59
Charlotte County	565	3,932,129	286,813	286,813	7.3%	43,798	5,000	12,000	\$13.79
City of Ft Myers	417	4,965,267	393,684	393,684	7.9%	165,450	50,000	0	\$11.93
East Naples	151	1,859,449	103,381	103,381	5.6%	29,581	0	0	\$16.10
Estero	34	827,072	31,180	31,180	3.8%	461	0	5,000	\$16.65
Golden Gate	31	140,415	0	0	0.0%	15,000	10,000	0	\$20.72
Lehigh	75	442,894	37,487	37,487	8.5%	(7,329)	0	0	\$12.50
Lely	16	127,559	30,177	30,177	23.7%	2,437	0	0	\$15.05
Marco Island	33	364,426	2,701	2,701	0.7%	15,110	0	0	\$21.12
Naples	98	1,295,007	36,892	36,892	2.8%	16,375	0	0	\$21.74
North Ft Myers	37	282,423	3,000	3,000	1.1%	(1,520)	0	0	\$9.22
North Naples	366	5,248,664	304,243	310,153	5.9%	120,741	35,791	60,000	\$22.35
Outlying Collier County	38	362,880	9,484	9,484	2.6%	4,816	0	0	\$18.26
S Ft Myers/San Carlos	754	8,219,606	487,427	499,406	6.1%	138,262	6,044	55,622	\$13.95
The Islands	55	196,810	1,000	1,000	0.5%	(300)	0	0	\$0.00
Totals	3,253	33,246,703	2,064,183	2,083,172	5.6%	665,442	116,835	132,622	\$14.98

Based on this data as well as other information derived from our research, it is our opinion the financially feasible use is for commercial development purposes.

Maximally Productive

The maximally productive use is that development option which will return the greatest profit to the eventual developer. In more urban settings, this development option may be very specific and obvious, while in more suburban settings, with lower ratios of existing build-out, these options may be more general and broad. It has been estimated the highest and best use of the subject site, as though vacant, would be to develop for commercial development.



SEC. VI: VALUATION OF SUBJECT PROPERTY

THE APPRAISAL PROCESS

There are three standard approaches to property valuation:

- Cost Approach to Value
- Sales Comparison Approach to Value
- Income Approach to Value

Each of these three approaches usually will indicate a slightly different value. After all of the factors of the three approaches have been carefully weighed, the indicators of value are correlated to arrive at a final opinion of value.

Cost Approach to Value:

The Cost Approach to Value requires estimating the replacement cost new of the improvements, utilizing current labor and material prices and modern construction techniques. Accrued depreciation is next computed and subtracted from the cost new. Finally, the land value is added to the remainder to derive a value for the property as a whole. The Cost Approach is most reliable when the improvements are new and the land value can be reasonably estimated. Conversely, when the improvements are old and/or adequate land sales are not available, the Cost Approach tends to lose credence.

Sales Comparison Approach to Value:

An estimate under the Sales Comparison Approach to Value is derived by comparing the property under appraisal with other similar properties that have sold in recent months. The Sales Comparison Approach is most reliable when the comparable sales are very similar to the subject. Conversely, when large or numerous adjustments are necessary, the Sales Comparison Approach is less reliable.

Income Approach to Value:

The Income Approach to Value is normally applied only to commercial or strictly income oriented properties, since it measures the present worth of future rights to income. The Income Approach to Value, when adequate income and expense data are available, is probably the most reliable approach in the valuation of commercial properties as it best represents investors' and lenders' actions in the marketplace.

Extent of Analysis

We are estimating the annualized market rental range of the site, which is a vacant parcel; this is a multi-step process and is described as follows:

1. Estimate the market value of the subject property via the Sales Comparison Approach to Value.
2. Estimate a reasonable rate of return to the land value, supported by market evidence, to estimate the annualized rent rate range for the land.
3. Compare the rental rate range, as estimated via the rate of return, to the local marketplace and reconcile the range.

It should be noted a comparison of competing airports is not necessary in this analysis as the subject property does not abut the airport. In this analysis only the Sales Comparison Approach to value is applicable as the subject property is vacant land. The Cost and Income Approaches to Value are not considered applicable. In the Sales Comparison Approach to Value, we will consider recent sales of similar type properties that a typical purchaser would consider as a likely alternative to the subject property. We will also research current listings of vacant land. In addition, research will be conducted on the anticipated rate of return investors expect to receive on vacant land. We are of the opinion utilizing these various methods will develop a reliable result.



RENTAL STUDY

THE SALES COMPARISON APPROACH TO VALUE

In estimating the land value we will utilize the Sales Comparison Approach to Value. The Sales Comparison Approach to Value is a process of comparing sales of similar properties in the marketplace to the subject parcel.

Market data, when carefully verified and analyzed is good evidence of value because it represents the actions and reactions of sellers, users, and investors. The market value estimate has been defined as an interpretation of the reactions of typical users and investors in the market. The Sales Comparison Approach is based on the principle of substitution, which states that a prudent person will not pay more to buy a property than it will cost to buy a comparable substitute property. The price a typical purchaser pays is usually the result of an extensive shopping process in which he is constantly comparing available alternatives.

The steps in the Sales Comparison Approach are:

1. Seek out similar properties for which pertinent sales and data are available.
2. Qualify the prices as to terms, motivating forces, and bona fide nature.
3. Compare each of the comparable properties' important attributes with the corresponding ones of the property being appraised under the general division of time, location, and physical characteristics.
4. Consider all dissimilarities in terms of their probable effect upon the sale price.
5. Formulate an opinion of relative value of the property being appraised as compared with the price of each similar property.

Source: Appraisal Institute, The Appraisal of Real Estate, 14th ed. (Chicago: Appraisal Institute, 2013).

The sales selected are commercial land sales that have recently sold within the local marketplace. The following is this analysis.



COMPARABLE LAND SALE MAP





COMPARABLE LAND SALE 1

2971



DATE OF SALE: June 06, 2017

SALE PRICE: \$800,000

SALE PRICE (ADJUSTED): \$800,000

RECORDING: 2017000134646

GRANTOR: Branch Banking and Trust Company

GRANTEE: Fischer Florida Properties I, LLC

FINANCING: Seller financing for \$600,000

TOPOGRAPHY: Uncleared

VERIFICATION: Broker

SITE AREA: 192,100 Square Feet
4.410 Acres

COMMENTS: The property is located on the east side of Daniels Interstate Court, just east of I-75 and south of Daniels Parkway in Fort Myers.

ADDRESS: 10040 Daniels Interstate Court

STRAP #: 22-45-25-15-00006.0000

SALE CONDITIONS: Arm's Length

UTILITIES: Full

ZONING: MPD

LAND USE: General Interchange

SALE HISTORY: Prior sale 12/2016 certificate of title

ACCESS: Direct

HIGHEST AND BEST USE: Mixed Use Development

UNIT OF VALUE: \$4.16 Per SF
\$181,406 per AC



COMPARABLE LAND SALE 2

3031



DATE OF SALE: May 10, 2017

ADDRESS: 13600 Saddle Road

SALE PRICE: \$350,000

STRAP #: 23-45-25-01-00033.0000

SALE PRICE (ADJUSTED): \$350,000

SALE CONDITIONS: Arm's Length

RECORDING: 2017000115655

UTILITIES: Full

GRANTOR: Orlando Acquisitions Two, LLC

ZONING: CT

GRANTEE: Mohammed Kasham

LAND USE: Tradeport

FINANCING: Cash

SALE HISTORY: Prior sale was a certificate of title

TOPOGRAPHY: Wooded

ACCESS: Direct (Intersection)

VERIFICATION: Public Record

HIGHEST AND BEST USE: Commercial

SITE AREA: 106,265 Square Feet
2.440 Acres

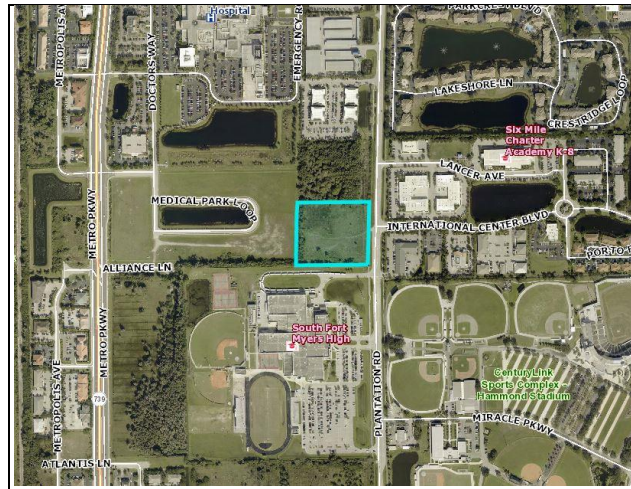
UNIT OF VALUE: \$3.29 Per SF
\$143,472 per AC

COMMENTS: The site is located at the southeast corner of Treeline Avenue and Halter Lane and on the west side of Saddle Road in Fort Myers. The property was transacted without a broker, and the parties involved were unable to be contacted. All information has been gathered from public records.



COMPARABLE LAND SALE 3

2814



DATE OF SALE: November 08, 2016

SALE PRICE: \$1,400,000

SALE PRICE (ADJUSTED): \$1,400,000

RECORDING: 2016000241341

GRANTOR: Intermed II, LLC

GRANTEE: Plantation Medical Center LLC

FINANCING: Conventional - \$1,120,000

TOPOGRAPHY: Cleared

VERIFICATION: Broker

SITE AREA: 208,771 Square Feet
4.793 Acres

ADDRESS: 13960 Plantation Road

STRAP #: 19-45-25-00-00004.1020

SALE CONDITIONS: Arm's Length

UTILITIES: Full Available

ZONING: CS-1

LAND USE: Intensive Development

SALE HISTORY: None in prior 3 years

ACCESS: Direct (Open Median)

HIGHEST AND BEST USE: Commercial

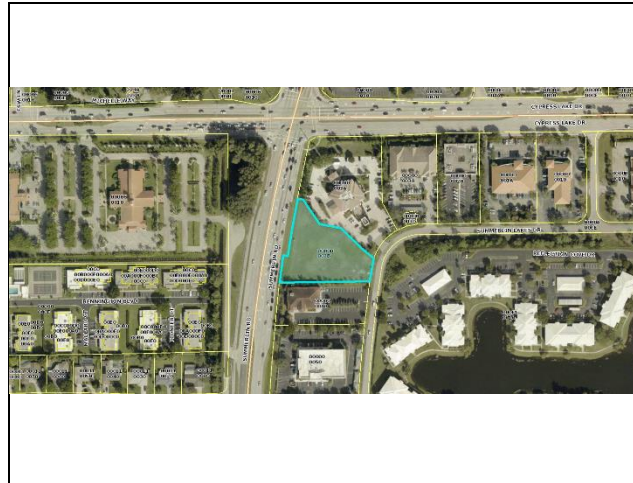
UNIT OF VALUE: \$6.71 Per SF
\$292,110 per AC

COMMENTS: This is the sale of a vacant commercial parcel located on the west side of Plantation Road, south of Daniels Parkway. The Grantee, in a separate transaction, purchased the adjacent 4.36 acres for \$1,700,000 (\$8.95 psf) on 11/9/2016.



COMPARABLE LAND SALE 4

2614



DATE OF SALE: February 12, 2016

SALE PRICE: \$365,000

SALE PRICE (ADJUSTED): \$365,000

RECORDING: Fee Simple

GRANTOR: Northern Trust Company

GRANTEE: Cynlab LLC

FINANCING: Cash

TOPOGRAPHY: Vacant/Cleared

VERIFICATION: Broker

SITE AREA: 53,178 Square Feet
1.221 Acres

ADDRESS: 7964 Summerlin Lakes Drive

STRAP #: 23-45-24-62-00000.003B

SALE CONDITIONS: Arm's Length

UTILITIES: Full

ZONING: C-1A

LAND USE: Intensive Development

SALE HISTORY: None in the prior 3 years

ACCESS: Reverse Frontage

HIGHEST AND BEST USE: Commercial

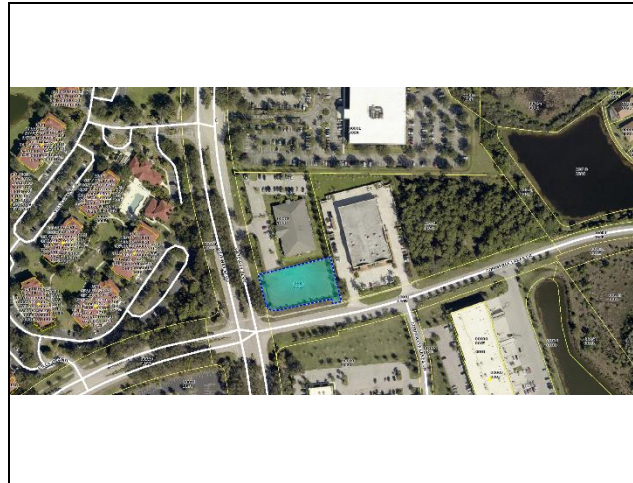
UNIT OF VALUE: \$6.86 Per SF
\$298,985 per AC

COMMENTS: This is the sale of a vacant commercial outparcel located on the east side of Summerlin Road, in the southeast quadrant of the intersection at Cypress Lake Drive, in Fort Myers. Access is via a rear frontage road.



COMPARABLE LAND SALE 5

2482



DATE OF SALE: June 19, 2015

SALE PRICE: \$165,000

SALE PRICE (ADJUSTED): \$165,000

RECORDING: 2015000136379

GRANTOR: Gateway 4 Partners LLC.

GRANTEE: Salex B LLC.

FINANCING: cash to seller

TOPOGRAPHY: cleared

VERIFICATION: Bob Johnston, Broker/Owner

SITE AREA: 31,145 Square Feet
0.715 Acres

ADDRESS: Gateway Boulevard and Commerce Lakes Drive

STRAP #: 18-45-26-00-00001.106D

SALE CONDITIONS: arm's length

UTILITIES: full

ZONING: PUD

LAND USE: New Community

SALE HISTORY: \$62,500 in Nov. 2013 as per OR 2013000259079

ACCESS: Local road

HIGHEST AND BEST USE: Commercial development

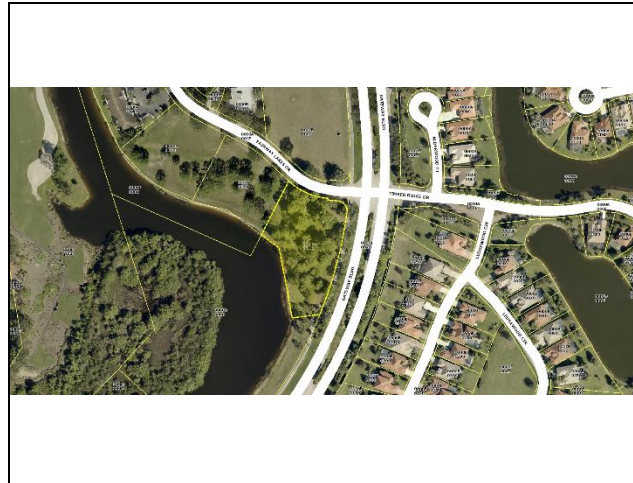
UNIT OF VALUE: \$5.30 Per SF
\$230,772 per AC

COMMENTS: This sale property is located on the northeast corner of Gateway Boulevard and Commerce Lakes Drive in the Gateway community of Fort Myers. This property was "shovel ready". This sale was reported to be an arm's length transaction.



COMPARABLE LAND SALE 6

2491



DATE OF SALE: July 10, 2015

SALE PRICE: \$260,000

SALE PRICE (ADJUSTED): \$260,000

RECORDING: 2015000164257

GRANTOR: Floyd E. Hodges, Trustee for Floyd E. Hodges Revocable Trust

GRANTEE: H & Mia LLC.

FINANCING: Conventional - FineMark National Bank & Trust \$221,000

TOPOGRAPHY: Partially Cleared

VERIFICATION: Jennifer Horne, CCIM

SITE AREA: 62,857 Square Feet
1.443 Acres

ADDRESS: 11970 Fairway Lakes Drive

STRAP #: 07-45-26-07-0000A.0010

SALE CONDITIONS: Arms length

UTILITIES: full

ZONING: PUD

LAND USE: New Community

SALE HISTORY: none in past three years

ACCESS: Local Road

HIGHEST AND BEST USE: Commercial development

UNIT OF VALUE: \$4.14 Per SF
\$180,180 per AC

COMMENTS: This sale property is located within the Gateway community and is specifically located on the southwest corner of Gateway Boulevard and Fairway Lakes Drive in Fort Myers. The subject property is irregular in shape and is located at the entrance of a primarily office area of Gateway. The property had some natural vegetation and was slightly below the crown of the surrounding roadways.



Comparable Land Sales Chart

The comparable sales and our analysis thereof are summarized in the following chart:

	Subject	Comparable No. 1	Comparable No. 2	Comparable No. 3	Comparable No. 4	Comparable No. 5	Comparable No. 6
Transaction Data:							
Date of Sale:		Jun-17	May-17	Nov-16	Feb-16	Jun-15	Jul-15
Sale/Listing Price:		\$800,000	\$350,000	\$1,400,000	\$365,000	\$165,000	\$260,000
Sale/Listing Price (Adjusted):		\$800,000	\$350,000	\$1,400,000	\$365,000	\$165,000	\$260,000
Physical Data:							
Street Address:	NW Corner of Daniels Parkway and Commerce Lakes Court	10040 Daniels Interstate Court	13600 Saddle Road	13960 Plantation Road	7964 Summerlin Lakes Drive	Gateway Boulevard and Commerce Lakes Drive	11970 Fairway Lakes Drive
City:	Fort Myers	Fort Myers	Fort Myers	Fort Myers	Fort Myers	Fort Myers	Fort Myers
Exposure (Frontage):	Arterial	Arterial	Arterial	Collector	Collector	Arterial	Arterial
Gross Sq. Ft. (Site):	65,340	192,100	106,265	208,771	53,178	31,145	62,857
Gross Acres (Site):	1.50	4.41	2.44	4.79	1.22	0.72	1.44
Topography:	Uncleared	Uncleared	Uncleared	Cleared	Cleared	Cleared	Partially Cleared
Shape:	Irregular	Rectangular	Irregular	Rectangular	Irregular	Rectangular	Irregular
Utilities:	Full	Full	Full	Full Available	Full	full	full
Use Data:							
Zoning:		MPD	CT	CS-1	C-1A	PUD	PUD
Land Use:		General Interchange	Tradeport	Intensive Development	Intensive Development	New Community	New Community
Highest and Best Use:		Mixed Use Development	Commercial	Commercial	Commercial	Commercial development	Commercial development
Sales Price Analysis:							
Price per Square Foot (Site):		\$4.16	\$3.29	\$6.71	\$6.86	\$5.30	\$4.14
Price per Acre (Site):		\$181,405.90	\$143,442.62	\$292,092.64	\$298,935.30	\$230,769.23	\$180,180.18
Transactional Adjustments:							
Financing Terms:		0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
		\$4.16	\$3.29	\$6.71	\$6.86	\$5.30	\$4.14
Conditions of Sale:		0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
		\$4.16	\$3.29	\$6.71	\$6.86	\$5.30	\$4.14
Expenditures After Purchase:		0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
		\$4.16	\$3.29	\$6.71	\$6.86	\$5.30	\$4.14
Market Conditions (time):		2.0%	2.5%	5.5%	10.0%	14.0%	13.5%
Adjusted Price:		\$4.25	\$3.38	\$7.07	\$7.55	\$6.04	\$4.69
Physical Adjustments:							
Location:		Similar	Similar	Similar	Similar	Similar	Similar
Exposure (Frontage):		Similar	Similar	Slightly Inferior	Similar	Slightly Inferior	Slightly Inferior
Size (Site Area):		Similar	Similar	Similar	Similar	Similar	Similar
Topography:		Similar	Similar	Superior	Superior	Superior	Slightly Superior
Shape:		Slightly Superior	Similar	Superior	Slightly Superior	Superior	Slightly Superior
Utilities:		Similar	Similar	Similar	Similar	Similar	Similar
Zoning/Land Use:		Similar	Similar	Similar	Similar	Similar	Similar
Overall:		Similar	Similar	Superior	Slightly Superior	Superior	Similar



Adjustments to Comparable Data

The Sales Comparison Approach is dependent on "...adjustments to the sale prices of the comparables based on the elements of comparison." The Appraisal Institute outlines ten basic elements of comparison to be considered:

1. Real property rights conveyed
2. Financing terms
3. Conditions of sale
4. Expenditures made immediately after purchase
5. Market conditions
6. Location
7. Physical characteristics
8. Economic Characteristics
9. Use
10. Non-realty components of value

For ease of analysis, we have divided this list into two parts. This division is based on the type of adjustments made for the differences. Elements 1 – 5 are considered to be transactional adjustments, whereas elements 6 – 10 are considered to be physical adjustments.

Transactional Adjustments

There were no transactional adjustments warranted for Property Rights Conveyed, Financing Terms, Conditions of Sale, and Expenditures Made Immediately after Purchase for these sales.

In considering Changes in Market Conditions since the time of sale, we must consider the significant changes in the Southwest Florida real estate market. The property value trend found throughout Southwest Florida changed drastically over the last decade, with substantial increases during the period of 2002-2005, followed by equally substantial declines during the period of 2006-2009 and this declining trend reversed in 2012. Based on our paired sales analyses of properties sale/re-sales in the region, the comparable sales have been adjusted at 0.50% per month for market conditions.

Physical Adjustments

We have considered the following specific physical adjustments to the comparable sales. A brief description of the nature of these characteristics is provided below.

- Location: Location refers to the economic attributes of the surrounding market area. These attributes affect the financially feasible uses of the site.
 - The subject and comparable sales are comparably located throughout Fort Myers; therefore, no adjustments for location were necessary.
- Exposure (Frontage): This refers to the exposure to the fronting thoroughfare (i.e. - capacity/traffic count).
 - The subject has exposure along Daniels Parkway, which is an arterial roadway. Comparables 1, 2, and 4 have exposure to arterial roadways, which is similar to the subject. Comparables 3, 4, and 5 have exposure along a collector roadway, which is slightly inferior to the subject. Comparables 5 and 6 are located along a local roadway, which is considered to be inferior to the subject.



- **Size (Site Area):** Larger parcels often sell for a lower price per unit, while smaller parcels typically sell for a higher price per unit. This attribute affects the physically possible uses of the site.
 - The subject has a reported site size of 65,340 square feet or 1.50 acres. The comparables range in size from 31,145 square feet up to 192,100 square feet, which is considered reasonably similar to the subject.
- **Topography:** This refers to the physical condition of the property, such as if the property is cleared or if there are significant changes in elevation.
 - The subject is uncleared or raw land. Comparables 1 and 2 are similar raw sites that are not cleared. Comparables 3, 4, and 5 are cleared sites, which are superior to the site. Comparable 6 is partially cleared, which is slightly superior.
- **Shape:** This refers to the shape or orientation of the property which might impact the development potential of a property. For example, a property which is a long, but relatively thin, rectangle may have difficulty being developed due to setback requirements.
 - The subject is an irregularly shaped parcel, which is less desirable than a rectangular site since it may potentially limit the development of the parcel. Comparables 1, 4, and 6 are slightly irregular shaped parcels, which are considered to be slightly superior. Comparable 2 is an irregularly shaped parcel, which is considered similar to the subject. Comparables 3 and 5 are rectangular shaped parcels, which are considered to be superior.
- **Utilities:** The presence or absence of certain utilities can severally impact the physically possible uses of a site, the second test in the analysis of Highest and Best Use (i.e. - the absence of central sewer may prevent intensive development).
 - The subject and comparable sales all have access to full utilities; therefore, the comparables are considered similar.
- **Zoning/Future Land Use:** Zoning and Future Land Use directly determine the legally permissible uses of a site, the first test in the analysis of Highest and Best Use.
 - The subject has zoning and future land use designations, which pertain to its location in the RSW airport zone; however, the subject is non-airside property, which has commercial usage allowances (subject to height restrictions). The comparable sales have commercial zoning and land use classifications. Given the subject's likely highest and best use for commercial use, the comparables are considered to be similar.



Value Conclusion

These comparables range in adjusted price as shown below:

F. Descriptive Statistics:	
Multiplier:	*Price per SF:
Mean:	\$5.50
Median:	\$5.37
Standard Deviation:	\$1.66
Minimum:	\$3.38
Maximum:	\$7.55
Range:	\$4.17

* Based on adjusted price

The subject is an irregularly shaped parcel that is uncleared. The subject's site size is in the middle of the range for the comparables. Comparables 1, 2, and 6 are considered to be the most similar comparables. These sales have market conditions adjusted sale prices of \$3.38 per square foot up to \$4.16, with an average adjusted sale price of \$4.11 per square foot. Considering all of the sales presented and their relative inferiority/superiority, it is our opinion that the value of the subject property is \$4.25 per square foot, as shown below:

<u>Site Area (sf)</u>	<u>Value per Sq. Ft.</u>	<u>Opinion of Value</u>	<u>Rounded to</u>
65,340	\$4.25	\$277,695	\$280,000



ESTIMATION OF RATE OF RETURN:

In this portion of the analysis, since there are no improvements to be factored into the rental rate, only a return on capital (aka rate of return) is calculated. Rate of return, as defined by The Appraisal Institute in *The Dictionary of Real Estate Appraisal, 6TH Edition*, is:

The ratio of income or yield to the original investment, can be annual (e.g., the ratio of the current annual net income generated from the operation of an enterprise to the capital investment) or for some other defined period (e.g., the yield to maturity of the investment).

The rate of return is applied to the estimated market value to generate the rental rate for the property. As per *Determining Ground-Lease Rental Rates*, (by Chris Carneghi, MAI, published by in the Appraisal Journal, April 1994), There are variety of factors one must consider in estimating a ground-lease rate of return, including:

- Market influences
 - General real estate market
 - Supply and demand issues (demand being predominant)
 - Leasehold financing is more difficult to obtain than fee simple financing
 - Interest rates (decreasing interest rates cause rate of returns to decrease)
 - Inflation
- Contract Influences (contract terms dealing with various issues), such as,
 - Inflation adjustment
 - Length of lease
 - Subordination clause (Development/permanent financing for the lessee)
- Site Specific Considerations
 - Size
 - Location
 - Creditworthiness of the lessee
 - Market demands (for the specific site)
 - Strong markets attract lessees
 - Availability of substitute sites
 - Specific land lease contract terms

Ground leases are typically infrequent in most markets. This is particularly true during a recessionary economy with tight lending restrictions. Factors that cause the rate of return to decrease are:

- Decreasing interest rates
- Low inflation
- Poor real estate market

It is our understanding; the FAA's guidelines indicate it is their desire an airport owner achieve a market rate of return for all land leases. The FAA has expressed this return is typically 8% to 12% for non-aviation property. However, it is important to emphasize, if 8% to 12% is not achievable in the current marketplace, based on various factors noted above, the airport owner is to achieve a current market rate albeit possibly lower than the FAA's typical expectation.

For this portion of the analysis, we have:

- Reviewed sales of leased land
- Reviewed current listings of land for lease
- Interviewed local market participants



Sale of Leased Land:

There are very few sales of land that were leased at the time of the transaction. Even though the majority of the sales available are dated, important information can be derived. All of these properties represent the lower end of the rate of return one would expect for a land lease as all of them are smaller sites and have involvement with regional or national tenants. We have retained in our working file these sales which are summarized as follows:

Address	City	County	Parcel ID	Official Record	Sale Date	Sale Price	Land Size - SF	Sale Price PSF	Annualized Lease Rate	Overall Capitalization Rate	Lease Rate PSF	Days on Market	Comments
Southwest Florida													
2803 Lee Boulevard	Lehigh Acres	Lee	25-44-26-05-00059.0070	2016000263151	December-16	\$2,111,000	80,640	\$26.18	\$95,000	4.50%	\$1.18	N/A	This sale represents the acquisition of the land which is encumbered with a new, 20 year, net ground-lease, with a new (built 2016) ALDI Grocery Store.
5164 S. Tamiami Trail	Sarasota	Sarasota	83160023	2016066434	May-16	\$2,150,600	66,991	\$32.10	\$118,280	5.50%	\$1.77	186	This sale represents the acquisition of the land which is encumbered with a long-term, net ground-lease, with a multi-state national tenant, PDQ, a fast food, casual restaurant.
12621 / 12651 Tamiami Trail East	Naples	Collier	34520001209	5285-1496	May-16	\$4,068,000	94,089	\$43.24	\$194,150	4.77%	\$2.06	N/A	This site is improved with a Regions Branch Bank and a Carrabas restaurant. The address, per the Collier County Property Appraiser's GIS is 12631 Tamiami Trail East. This property previously sold in October 2012 for \$3,242,500 as per OR 4851-349, the annualized lease rate at the time of this sale was not known. It is assumed to have remained the same as the previous sale. This equates to an 8.81% IRR.
1391 Tamiami Trail	Port Charlotte	Charlotte	402207253005	4058/1	February-16	\$3,100,000	110,904	\$27.95	\$165,000	5.32%	\$1.49	N/A	This site is improved with a new 18,000± square foot ALDI Grocery Store. The lease commenced approximately March 2015 and is for 20 years with increase every 5 years.
3650 Bee Ridge Road	Sarasota	Sarasota	72010001	2016017787	February-16	\$10,550,000	175,982	\$59.95	\$474,104	4.49%	\$2.69	266	This sale represents the acquisition of the land which is encumbered with a long-term, net ground-lease, with a national tenant, Wal-Mart.
9970 University Plaza Drive	Estero	Lee	11-46-25-17-000A3.0000	2015000211475	September-15	\$2,337,500	54,014	\$43.28	\$94,903	4.06%	\$1.76	2	Panera Bread signed a 15 year ground lease, outparcel with University Plaza, adjacent to Gulf Coast Town Center and Costco.
9975 Triangle Boulevard	Naples	Collier	77510401041	5186-1602	June-15	\$2,165,000	45,264	\$47.83	\$120,000	5.54%	\$2.65	N/A	This site is improved with an Outback Steakhouse restaurant.
9980 University Plaza Drive	Estero	Lee	11-46-25-17-000A2.0000	2015000014590	January-15	\$2,645,900	77,258	\$34.25	\$112,711	4.26%	\$1.46	N/A	Chilis Restaurant entered into a ground lease, outparcel with University Plaza, adjacent to Gulf Coast Town Center and Costco
12701 S. Cleveland Avenue	South Fort Myers	Lee	13-45-24-36-00000.00A0	2014000265593	December-14	\$4,500,000	82,823	\$54.33	\$235,000	5.22%	\$2.84	N/A	This site is improved with a WaWa gas station
12611 S. Cleveland Avenue	South Fort Myers	Lee	13-45-24-36-00000.00D0	2014000112951	May-14	\$1,900,000	58,793	\$32.32	\$110,000	5.79%	\$1.87	N/A	This site is improved with a Pollo Tropical restaurant.
11 Hancock Bridge Parkway	North Fort Myers	Lee	14-44-23-C2-00720.0060	2013000272264	December-13	\$690,000	35,719	\$19.32	\$34,500	5.00%	\$0.97	36	Site had an existing Taco Bell restaurant constructed on it. The tenant purchased the land.
5350 Immokalee Road	Naples	Collier	34595000028	4996-3270	December-13	\$3,875,000	63,162	\$61.35	\$189,486	4.89%	\$3.00	N/A	This site is improved with a JP Morgan Chase Branch Bank
17804 Ben Hill Griffin Parkway	Estero	Lee	11-46-25-11-00000.00E0	2013000268634	November-13	\$2,650,000	64,486	\$41.09	\$157,500	5.94%	\$2.44	N/A	This site is improved with a Pollo Tropical restaurant.
15219 Collier Boulevard	Naples	Collier	66261901021	4954	July-13	\$2,090,000	50,094	\$41.72	\$108,000	5.17%	\$2.16	N/A	This site is improved with a Wells Fargo Branch Bank
12621 / 12651 Tamiami Trail East	Naples	Collier	34520001209	4851-349	October-12	\$3,242,500	94,089	\$34.46	\$194,150	5.99%	\$2.06	N/A	This site is improved with a Regions Branch Bank and a Carrabas restaurant. The address, per the Collier County Property Appraiser's GIS is 12631 Tamiami Trail East. This property has since resold on May 24, 2016 for \$4,068,000 as per OR 5285-1496.
16961 Alico Mission Way	South Fort Myers	Lee	06-46-25-12-00000.0050	2011000158735	July-11	\$2,419,400	83,356	\$29.02	\$150,000	6.20%	\$1.80	96	Site had an existing CVS drugstore constructed on it. The ground lease is for 25 years, expiring on 13 January 2036. There are 5, five year renewal options with rent escalating 10% at each renewal.
2431 Tarpon Bay Blvd.	Naples	Collier	24745000545	4644/1537	January-11	\$1,915,000	67,954	\$28.18	\$128,820	6.73%	\$1.90	53	Site had an existing Chilli's restaurant constructed on it.
1200 S. Tamiami Trail	Osprey	Sarasota	157080021	2011076695	June-11	\$2,625,000	57,064	\$46.00	\$175,000	6.67%	\$3.07	93	Site is to have a drugstore constructed on it.
10081 Town Commons Drive	Estero	Lee	35-46-25-33-00008.0010	2009000181862	June-09	\$1,400,000	69,696	\$20.09	\$121,000	8.64%	\$1.74	96	Site had an existing Ruby Tuesday restaurant constructed on it.

These properties are located from Collier County north to Sarasota County. All of these properties represent the lower end of the rate of return one would expect for a land lease as all of them are smaller sites and have involvement with regional or national tenants. The rate of returns range from 4.06% to 8.64% with an average of 5.51%. The reported days on market (DOM) range from 2 to 266 days.



Market Participants:

In addition, interviews with local market participants indicated a typical investor would anticipate a 3.0% to over 15% rate of return on capital in the current marketplace depending on the quality of the tenant. As an example, a typical investor would expect to receive a rate of return at the lower end of this range for an excellent credit rated tenant such as a regional or national pharmacy or restaurant chain that desires a long-term land lease. In comparison this same investor would expect to receive a rate of return towards the higher end of this range for a small developer with little to no track record. Overall, based on these interviews, it appears a 8% to 10% rate of return would satisfy most investors based on interviews with local market participants.

Furthermore, we are aware of several parcels of land owned by the Lee County Port Authority that recently were leased to users. The rate of return for these parcels, based on the first year’s annualized rental rate are estimated to be in the range of 8.00% to 10.00%.

Estimation of Rate of Return - Conclusion:

A review of land lease sales, current listings of land available for lease as well as interviews of market participants was conducted and revealed anticipated rate of return ranges as summarized:

Source	Rate of Return Range	Average
Sale of Leased Land	4.06% to 8.64%	6.22%
Current Listings of Land for Lease	5.00% to 28.64%	16.00%
Market Participants	4.50% to 15.00%	8.00% to 10%

Of course, the higher end of this range is based on listings which may reflect unrealistic expectations in the marketplace. This research indicates if the client of the subject property would secure a highly credit rated tenant a rate or return to the lower end of the range would be anticipated. Lacking a highly credit rated tenant one could anticipated a higher rate of return. However, in our opinion, not as high as indicated by this overall research but more in line with the average expected rate of return as indicated by the market participates, or say 9%.

In the final analysis, we are of the opinion given the various characteristics associated with the subject property, including size, shape, location and current upward trending economic conditions, it is our opinion a reasonable rate of return 6% to 9% which is supported by the data presented.

Estimated Market Rent of the Land:

In consideration of the subject property given the Extraordinary Assumptions, as well as the data presented, we estimate the land rental rate range for the subject property is as follows:

Subject’s Square Footage	65,340	
Estimated Value PSF	<u>\$4.25</u>	
Indicated Value		\$277,695
Rounded to, Say		\$280,000
Estimated Rental Rate Range Percentage	<u>6%</u>	<u>9%</u>
Estimated Rental Rate Range Value	\$16,800	\$25,200
Estimated Rental Rate PSF	\$0.26	\$0.39



TEST OF REASONABLENESS

The final step in this analysis is to compare the rental rate range, as estimated via the rate of return, to the local marketplace. There are several non-airside, commercial parcels owned by the Lee County Port Authority, one near the Southwest Florida International Airport and one near Page Field that recently were leased to users. These were discussed previously in the market participate section in estimating the rate of return. A summary of these land leases are as follows:

NO.	LOCATION	TENANT	SITE SIZE - SQ. FT.	1ST YEAR'S ANNUALIZED RENTAL RATE	1ST YEAR'S ANNUALIZED RENTAL RATE PSF
1	SEC Daniels Pkwy. And Doherty Pkwy.	NAP Skyport, LLC (Publix anchored shopping center)	461,736	\$75,999.96	\$0.16
2	SEC S. Cleveland Avenue and South Airport Road (less the immediate corner)	Aldi (Grocery store)	155,509	\$74,000.04	\$0.48

The best available known, current land rental rates are illustrated herein. It is recognized their locations, size/shape and other amenities differ from the subject property. It has been concluded, the estimated rental rate range as developed via the rate of return to the market value, as previously illustrated, is supported by the rental range illustrated in this section, albeit towards the lower end of this range. Based on this test it is concluded the estimated rental rate range as estimated via rate of return to the market value is reasonable.



ESTIMATION OF MARKETING TIME

Marketing time is defined by the USPAP Advisory Opinion as follows:

1. *The time it takes an interest in real property to sell on the market sub-sequent to the date of an appraisal.*
2. *Reasonable marketing time is an estimate of the amount of time it might take to sell an interest in real property at its estimated market value during the period immediately after the effective date of the appraisal; the anticipated time required to expose the property to a pool of prospective purchasers and to allow appropriate time for negotiation, the exercise of due diligence, and the consummation of a sale at a price supportable by concurrent market conditions. Marketing time differs from exposure time, which is always presumed to precede the effective date of the appraisal. (Advisory Opinion 7 of the Appraisal Standards Board of The Appraisal Foundation and Statement on Appraisal Standards No. 6, "Reasonable Exposure Time in Real Property and Personal Property Market Value Opinions" address the determination of reasonable exposure and marketing time.)*

Marketing time is further discussed in the Advisory Opinion referenced above, as follows:

“...Marketing time occurs after the effective date of the market value opinion and the marketing time opinion is related to, yet apart from, the appraisal process. Therefore, it is appropriate for the section of the appraisal report that discusses marketing time and its implications to appear toward the end of the report after the market value conclusion. The request to provide a reasonable marketing time opinion exceeds the normal information required for the appraisal process and should be treated separately from that process.

It is also appropriate for the appraiser to discuss the impact of price/value relationships on marketing time and to contrast different potential prices and their associated marketing times with an appraiser's market value opinion for the subject property...

...Clients concerned with marketing real or personal properties who obtain a market value appraisal as part of their decision-making process should be aware that it may be inappropriate to assume that the value remains stable during the marketing period. Therefore, it is technically incorrect for the user of an appraisal to take a current value opinion, carry it forward to the end of a concluded marketing period, and then discount back to the present...”

Based upon the analysis and conclusions developed in the appraisal, the marketing time for the subject property is estimated to be 12 to 18 months.

ESTIMATION OF EXPOSURE TIME

Inherent in an opinion of market value is the development of an estimate of exposure time for the subject property. Exposure time is defined by the Uniform Standards of Professional Appraisal Practice (USPAP), 2016/17 Ed., as follows:

(The) estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.

Based upon the analysis and conclusions developed in the appraisal, the exposure time for the subject property is estimated to be 12 to 18 months.



SEC. VIII: CERTIFICATION

We certify that, to the best of our knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- We have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with *Uniform Standards of Professional Appraisal Practice*.
- We have made a personal inspection of the property that is the subject of this report. For this analysis, K. Jacob Hutchings, MAI, conducted an interior and exterior inspection of the subject property on 18 January 2017 with a final inspection on 26 October 2017.
- No one provided significant real property appraisal assistance to the person(s) signing this certification.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the State of Florida relating to review by its duly authorized representatives. This report also conforms to the requirements of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA).
- We are currently licensed to conduct appraisal activities and have completed the continuing education requirements set forth with the State of Florida.



- Although other appraisers may be contacted as a part of our routine market research investigations, absolute client confidentiality and privacy are maintained at all times with regard to this assignment without conflict of interest.

As of the date of this report, I have completed the continuing education program of the Appraisal Institute.

K. Jacob Hutchings, MAI
State-Certified General Real Estate Appraiser, RZ3415

As of the date of this report, I have completed the continuing education program of the Appraisal Institute.

Gerald A. Hendry, MAI, CCIM
State-Certified General Real Estate Appraiser, RZ 2245



SEC. IX: ADDENDA

QUALIFICATIONS OF K. JACOB HUTCHINGS, MAI

EDUCATIONAL BACKGROUND AND TRAINING:

Bachelor of Science - Finance, Florida Gulf Coast University, 2007

Valuation of Real Property, Florida Gulf Coast University, Spring 2007

Real Estate Investment Decisions, Florida Gulf Coast University, Fall 2007

Basic Appraisal Principles, Ed Klopfer Schools of Real Estate, January 2008

Basic Appraisal Procedures, Ed Klopfer Schools of Real Estate, January 2008

Residential Report Writing, Ed Klopfer Schools of Real Estate, January 2008

Florida Supervisor/Trainee Roles & Relationships, Cooke Real Estate School, 2008

General Appraiser Site Valuation & Cost Approach, Appraisal Institute, June 2009

General Appraiser Sales Comparison Approach, Appraisal Institute, November 2009

General Appraiser Income Approach Part 1, Appraisal Institute, December 2009

General Appraiser Market Analysis & Highest & Best Use, Appraisal Institute, December 2009

Statistics, Modeling, and Finance, Cooke Real Estate School, 2010

General Appraiser Income Approach Part 2, Appraisal Institute, March 2010

15-Hour National USPAP Course, Cooke Real Estate School, 2010

Business Practices and Ethics, Appraisal Institute, May 2011

Florida Law and Appraisers, Ed Klopfer Schools of Real Estate, August 2012

Foreclosure Basics for Appraisers, Ed Klopfer Schools of Real Estate, August 2012

Challenging Assignments for Appraisers, Ed Klopfer Schools of Real Estate, August 2012

Appraisal of 2-4 Family and Multi-Family Properties, Ed Klopfer Schools of Real Estate, August 2012

General Appraiser Report Writing and Case Studies, Appraisal Institute, November 2012

Advanced Concepts and Case Studies, Appraisal Institute, December 2012

Advanced Income Capitalization, Appraisal Institute, February 2013

Passed Comprehensive Exam, Appraisal Institute, 2013

7-Hour National USPAP Update Course, Institute of Real Estate Studies, October 2013

3-Hour Florida Law Course, Appraisal Institute, April 2014



EXPERIENCE:

Maxwell & Hendry Valuation Services, Inc., Fort Myers, Florida, 2007 - Present.

PROFESSIONAL AFFILIATIONS:

State-Certified General Real Estate Appraiser, RZ 3415

Appraisal Institute – MAI

CLIENTS SERVED:

Lee County Board of County Commissioners, The School District of Lee County, City of Cape Coral, City of Sanibel, and lawyers representing various estates, buyers, and sellers.

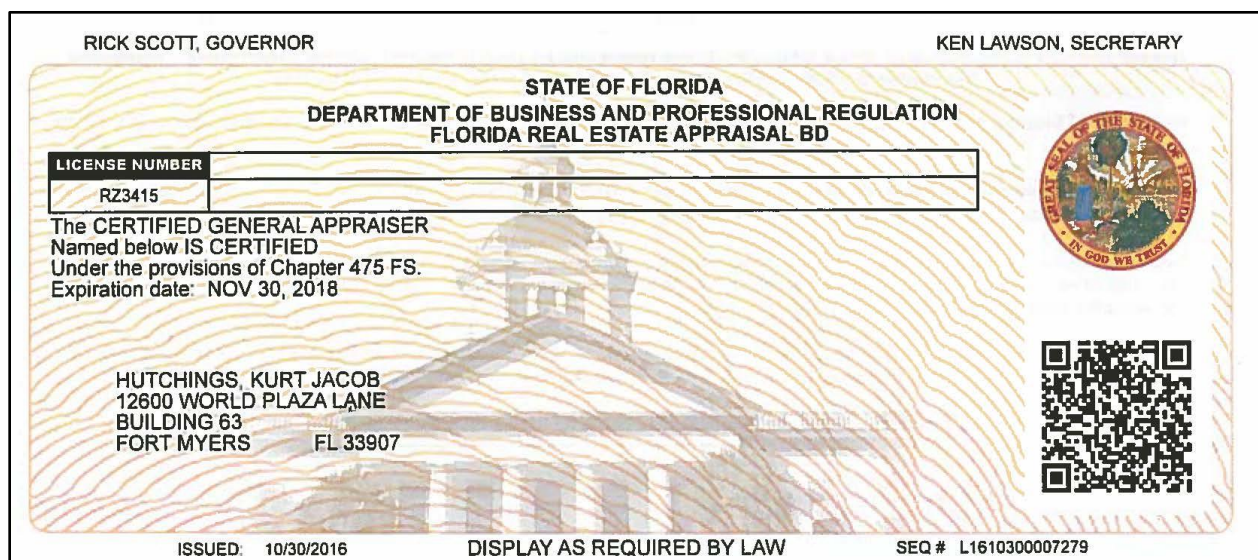
OTHER:

Qualified as an expert witness in the Circuit Court of Lee County

Guest Lecturer at Florida Gulf Coast University, Lutgert College of Business, 2014 & 2016

RE-CERTIFICATION:

As of the date of this report, K. Jacob Hutchings, MAI, has completed the requirements under the continuing education program.





QUALIFICATIONS OF GERALD A. HENDRY, MAI, CCIM

EDUCATIONAL BACKGROUND AND TRAINING:

Master of Arts in Business Administration, with a major in Real Estate and Urban Analysis, University of Florida, 1995, Gainesville, Florida.

Bachelor of Science in Business Administration, with a major in Finance, 1991, University of Florida, Gainesville, Florida.

Principles and Practices of Real Estate, Brokers Course, Florida Real Estate Academy, 1995, Fort Myers, Florida.

Case Studies in Valuation and Report Writing, University of Florida, 1994.

Real Estate Market Analysis, University of Florida, 1993.

Preview of Urban Planning and Regional Planning, University of Florida, 1993.

Seminar in Real Estate Valuation, University of Florida, 1994.

Seminar in Real Estate Financial Analysis, University of Florida, 1995.

Land Use Economics, University of Florida, 1995.

Principles and Practices of Real Estate, Salesman Course, Florida Real Estate Academy, 1990, Fort Myers, Florida.

Demonstration Report Writing, seminar sponsored by the Appraisal Institute, Dallas, Texas, May 1999.

Comprehensive Appraisal Workshop, Dallas, Texas, August 2000.

"Appraising and Analysis of Proposed Subdivisions and Condominiums", seminar sponsored by The Appraisal Institute, Boca Raton, Florida, August 2002.

CCIM CI 101 - Financial Analysis for Commercial Investment Real Estate, CCIM Institute, Naples, Florida, October 2002.

The Valuation of Wetlands, seminar sponsored by The Appraisal Institute, Fort Myers, Florida, September 2004.

Case Studies in Commercial Highest and Best Use, Appraisal Institute, September 2005.

CCIM CI 102 - Market Analysis for Commercial Investment Real Estate, May 2006.

CCIM CI 103 - User Decision Analysis for Commercial Real Estate, September 2006.

CCIM CI 104 - Investment Analysis for Commercial Real Estate, August 2006.



Appraisal of Local Retail Properties, Appraisal Institute, May 2009.

Subdivision Valuation, Appraisal Institute, September 2009.

Fundamentals of Separating Real Property, Personal Property, and Intangible Business Assets, Appraisal Institute, Bradenton, Florida March 2012

EXPERIENCE:

Currently an owner/partner with Maxwell, Hendry & Simmons, LLC, Fort Myers, Florida.

Owner/partner with Maxwell & Hendry Valuation Services, Inc., Fort Myers, Florida, 2004-2013.

Associate Appraiser with W. Michael Maxwell & Associates, Inc., Fort Myers, Florida, 1995-2003.

Commercial Credit Analyst with Barnett Bank of Lee County/First Florida Bank, Fort Myers, Florida, 1991-1993.

PROFESSIONAL AFFILIATIONS:

Appraisal Institute - MAI

CCIM Institute - CCIM

State-Certified General Real Estate Appraiser, RZ 2245

State-Licensed Real Estate Broker, BK #0567939

Southwest Florida CCIM District – Board of Directors 2014 – 2016, 2017 President

Real Estate Investment Society - Board of Governors 2002 - 2008, President 2007

Appraisal Institute - West Coast Florida Chapter Board of Directors 2003 - 2008

Appraisal Institute - West Coast Florida Chapter President 2008

Commercial Investment Professionals (CIP) Member

OTHER:

Qualified as an expert witness in the 20th Judicial Circuit Court of Florida and United States Bankruptcy Court Middle District of Florida.

Special Magistrate - Lee County Value Adjustment Board 2012-2014

Guest Lecturer at Florida Gulf Coast University, College of Business Administration 2007-2014

RE-CERTIFICATION:

As of the date of this report, Gerald A. Hendry MAI, CCIM has completed the requirements under the continuing education program of the Appraisal Institute.





STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
FLORIDA REAL ESTATE APPRAISAL BD

LICENSE NUMBER	
RZ2245	

The CERTIFIED GENERAL APPRAISER
Named below IS CERTIFIED
Under the provisions of Chapter 475 FS.
Expiration date: NOV 30, 2018

HENDRY, GERALD A
12600 WORLD PLAZA LANE
BUILDING 63
FORT MYERS FL 33907





ASSUMPTIONS

An Assumption is defined by the Uniform Standards of Appraisal Practice (USPAP), 2016/17 Ed., as

“that which is taken to be true”.

Please review the following assumptions, which we have “taken to be true” about this appraisal.

This appraisal is to be used in whole and not in part. This appraisal report has been prepared at a specified point in time as indicated by the date of valuation. Therefore, this report can neither be used prior to, or subsequent to, the effective appraisal date. Market values and conditions change significantly with the passage of time. This report cannot be viewed subsequent to the appraisal date and then reliance placed on values, opinions, and analysis made by the appraiser or other consultants in the report. The forecasts or projections included in this report are used to assist in the valuation process and are based on current market conditions, anticipated short-term supply and demand factors, and a continued stable economy. These forecasts are therefore subject to changes in future conditions, which cannot be accurately predicted by the appraiser and could affect the future income and/or value forecasts.

No part of this report shall be used in conjunction with any other appraisal. The appraiser(s) herein, by reason of this report, is not required to give testimony or attendance in court or any governmental hearing with reference to the property appraised, unless arranged previously therefore. The consideration for the preparation of this appraisal report is the payment by the client of all charges due the appraiser in connection therewith. Any responsibility of the appraiser for any part of the report is conditioned upon full payment.

Neither all, nor any, part of the contents of this report shall be conveyed to the public through advertising, public relations, news, sales or other media without the written consent and approval of the author, particularly as to the valuation conclusion, the identity of the appraiser or firm with which he is connected, or any reference to any professional organization of which the appraiser may be a member.

The property has been appraised as if free and clear, unencumbered by mortgages, liens, delinquent taxes, assessments, special or unusual deed conditions or restrictions, but subject to zoning regulations. An investigation, but no record search, has been made.

All comparable data utilized are confirmed by First American Real Estate Solutions (FARES), the Local Multiple Listing Service (MLS), parties related to the sale, and/or public records. The data used in compiling this report was secured from sources considered reliable and authentic and, so far as possible, was verified. However, no responsibility is assumed for its accuracy or correctness.

Unless otherwise noted, no survey or plans were requested or provided and information regarding the subject property has been gathered from the appropriate public records. It is assumed that the legal descriptions, site sizes and boundaries utilized are correct, that the improvements (if applicable) are entirely and correctly located on the property described, and that there are no encroachments or overlapping boundaries. Unless stated otherwise, legal access to the property is assumed. Marketable title, but not responsibility as to legal matters, is assumed. This appraisal is subject to a current survey and title search.

The appraiser is not qualified to ascertain the presence of internal damages to the subject structure(s) (such as adverse settlement, insect damage, etc.), physical hazards (such as radon, urea formaldehyde foam insulation, asbestos, lead paint, etc.), or environmental conditions (such as wetlands, eagle's nest's, etc.) and assumes no responsibility for such conditions. Information regarding possible conditions was neither requested, nor gathered, in conjunction with this appraisal, and the appraiser hereby reserves the right to alter, amend, revise, or rescind any of the value opinions based upon any subsequent information, research, or investigation. Unless otherwise stated in this report, the existence of hazardous materials on the subject property was not observed by the appraisers. However, we are not qualified to detect such conditions. The opinions of value contained herein are predicated on the assumption that no such conditions exist which would cause a loss in value. It is recommended that the user retain an expert in these fields if greater detail is required.



It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the appraisal report and it is further assumed that all applicable zoning, land use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined and considered in the appraisal report.

This appraisal is subject to all growth management ordinances (i.e. concurrency) both local and state. The appraiser has relied upon representations made by the developer, client or authorities considered to be knowledgeable in this regard. A determination was not made by the appraiser as to the development potential for the property, unless otherwise stated.

Unless otherwise noted, we were not provided with a title search, and we have assumed that the subject property has a unified title, or in absentia, that the right of entry is barred for oil, gas, and mineral rights holders. We have further assumed that no off-site subsurface exploration or extraction activities are occurring, or have occurred, which would have an impact on the subsurface elements of the property, or which would adversely affect the value of the property. No consideration was given within this appraisal as to the time or expense (if any) which would be required to determine or obtain unified title or bar the right of entry. Should this assumption regarding unified title later prove to be false, this could alter the opinions and conclusions contained herein.

EXTRAORDINARY ASSUMPTIONS / HYPOTHETICAL CONDITIONS

Please see the Scope of Work for further details.

EXHIBIT "C"

SOUTHWEST FLORIDA INTERNATIONAL AIRPORT (RSW)

APPROVED SCHEDULE OF USES

SOUTHWEST FLORIDA INTERNATIONAL AIRPORT (RSW)
AOPD
SCHEDULE OF USES

	Special Notes or Regulations	Aviation Area (includes Terminal)	Non-Aviation Area				Future Development Area
			Wildfield	C/O Commercial / Office	I/O Industrial / Office	C/I/O Commercial / Industrial / Office	
Accessory uses and structures	Note (1), 34-1171 et seq., 34-2441 et seq., 34-1863, 34-2141 et seq., 34-3106	P	P	P	P	P	P
Administrative offices	Note (1)	P	P	P	P	P	---
Agricultural services; office/base operations		---	---	---	---	---	---
Agricultural uses and agricultural accessory uses		---	---	---	---	---	P
Aircraft food services and catering		P	---	---	P	P	---
Aircraft landing facilities, private	34-1231 et seq.	P	---	---	---	---	---
Airport operations facilities		P	P	P	P	P	P
Amateur radio antennas and satellite earth stations	34-1175	Refer to 34-1 for regulations					
Animals:							
Clinic or kennel	34-1321 et seq.	---	P	P	P	P	---
Control center (including Humane Society)		---	---	P	P	P	---
ATM (automatic teller machine)		P	P	P	P	P	---
Auto parts store	34-1353	---	P	P	---	P	---
Automobile repair and service (34-622(c)(2)), all groups	34-1351, 34-1353	---	P	P	---	P	---
Automobile service station	34-1351, 34-1353	---	P	P	---	P	---
Belt and luggage shop	Note (49)	---	---	P	---	P	---
Banks and financial establishments (34-622(c)(3)):							
Group I		---	P	P	P	P	---
Group II		---	P	P	P	P	---
Bar or cocktail lounge	34-1261 et seq.	P (in Terminal only)	P	P	---	P	---
Boats:							
Boat parts store		---	---	P	---	P	---
Boat rental		---	---	P	---	P	---
Boat repair and service	34-1352, 34-3001 et seq.	---	---	---	P	P	---
Boat sales		---	---	P	P	P	---
Boat storage, dry		---	---	---	P	P	---
Broadcast studio, commercial radio and television	34-1441 et seq.	---	---	P	P	P	---
Building material sales (34-622(c)(4))	34-3001 et seq.	---	---	P	P	P	---
Business services (34-622(c)(5)):							
Group I		P	P	P	P	P	---
Group II		P	P	P	P	P	---
Bus station/depot	34-1381 et seq.	P	---	---	---	---	---
Car wash	34-1353	P	P	P	---	P	---
Cleaning and maintenance services (34-622(c)(7))		P	P	P	P	P	---
Clothing stores, general (34-622(c)(8))		P (in Terminal only)	P	P	---	P	---
Clubs:							
Commercial		---	---	P	P	P	---
Fraternal, membership organization	34-2111	P	---	P	P	P	---
Private	34-2111	---	P	P	P	P	---
Cold storage, pre-cooling, warehouse and processing plant		P	---	---	P	P	---
Communication facility, wireless	34-1441 et seq.	Refer to 34-1441 et seq. for regulations.					
Computer and data processing services		P	P	P	P	P	---
Consumption on premises	34-1261 et seq., Note (49)	P (in Terminal only)	P	P	---	P	---

SOUTHWEST FLORIDA INTERNATIONAL AIRPORT (RSW)
AOPD
SCHEDULE OF USES

	Special Notes or Regulations	Aviation Area (includes Terminal)	Non-Aviation Area				Future Development Area
			Midfield	C/O Commercial / Office	I/O Industrial / Office	C/I/O Commercial / Industrial / Office	
Contractors and builders (34-622(c)(9)), all groups	34-1352 34-3001 et seq.	---	---	P	P	P	---
Convenience food and beverage store	34-1353	P	P	P	---	P	---
Cultural facilities (34-622(c)(10))		---	---	P	---	P	---
Department store		---	---	P	---	P	---
Drive-through facility for any permitted use		P	P	P	P	P	---
Drugstore, pharmacy		P	P	P	---	P	---
Entrance gates and gatehouse	34-1741 et seq.	P	P	P	P	P	---
Emergency operations center		P	P	P	P	P	---
EAS, fire or sheriff's station		P	P	P	P	P	---
Essential services	Note (1), 34-1611 et seq., 34-1741 et seq.	P	P	P	P	P	P
Essential service facilities (34-622(c)(13)):							
Group I	Note (1), 34-1611 et seq., 34-1741 et seq., 34-2141 et seq.	P	P	P	P	P	P
Group II	Note (1) 34-1611 et seq., 34-1741 et seq., 34-2141 et seq.	P	---	---	P	P	P
Excavation:							
Water retention	34-1651	P	P	P	P	P	P
Excess spoil removal	subject to Sec. 10-329	P	P	P	P	P	P
Factory outlets (point of manufacture only)		---	---	P	P	P	---
Farm equipment, sales, storage, rental or service		---	---	P	P	P	---
Fences, walls	Note (1), 34-1741 et seq.	P	P	P	P	P	P
Food and beverage service, limited	Note (1)	P	P	P	P	P	---
Food stores (34-622(c)(16)):							
Group I		---	P	P	---	P	---
Group II		---	P	P	---	P	---
Freight and cargo handling establishments (34-622(c)(17))		P	---	---	P	P	---
Gasoline dispensing system, special		P	---	---	P	P	---
Gift and souvenir shop	Note (49)	P	P	P	---	P	---
Hardware store		---	---	P	---	P	---
Health care facilities (34-622(c)(20)):							
Group III		---	P	P	P	P	---
Helipad or helistop		P	---	---	P	P	---
Hobby, toy and game shops (34-622(c)(21))		P	P	P	---	P	---
Hotel/motel	34-1801 et seq., Note (36)	---	P	P	---	P	---
Household and office furnishings (34-622(c)(22)), all groups		---	---	P	---	P	---
Impound yard (34-1831 et seq., 34-244B)		P	---	---	---	P	---
Insurance companies (34-622(c)(23))		---	---	P	P	P	---
Laundry or dry cleaning (34-622(c)(24)):							
Group I		---	P	P	---	P	---
Group II		---	P	P	P	P	---
Lawn and garden supply stores	34-2081	---	---	P	---	P	---
Library	Note (28)	---	---	P	P	P	---

SOUTHWEST FLORIDA INTERNATIONAL AIRPORT (RSW)
AOPD
SCHEDULE OF USES

	Special Notes or Regulations	Aviation Area (includes Terminal)	Non-Aviation Area				Future Development Area
			Marine	C/O Commercial / Office	I/O Industrial / Office	C/I/O Commercial / Industrial / Office	
Maintenance facility (Government)		P	P	---	P	P	---
Manufacturing of:							
Apparel products (34-622(c)(1))	Note (5)	---	---	P	P	P	---
Boats	Note (5)	---	---	---	P	P	---
Chemical and allied products (34-622(c)(6))							
Group I	Note (5)	---	---	P	P	P	---
Group II	Note (5)	---	---	---	P	P	---
Electrical machinery and equipment (34-622(c)(11))	Note (5)	---	---	P	P	P	---
Fabricated metal products (34-622(c)(14)):							
Group I	Note (5)	---	---	---	P	P	---
Group II	Note (5)	---	---	---	P	P	---
Group III	Note (5)	---	---	---	P	P	---
Food and kindred products (34-622(c)(15)):							
Group III	Note (5)	---	---	P	P	P	---
Furniture and fixtures (34-622(c)(18))	Note (5)	---	---	P	P	P	---
Leather products (34-622(c)(25)):							
Group II	Note (5)	---	---	---	P	P	---
Lumber and wood products (34-622(c)(26)):							
Groups I, III, IV, V and VI	Note (5)	---	---	---	P	P	---
Group II	Note (5)	---	---	---	P	P	---
Machinery (34-622(c)(27)), all groups	Note (5)	---	---	P	P	P	---
Measuring, analyzing and controlling instruments (34-622(c)(28))	Note (5)	---	---	P	P	P	---
Novelties, jewelry, toys and signs (34-622(c)(29)), all groups	Note (5)	---	---	P	P	P	---
Paper and allied products (34-622(c)(31))							
Group II	Note (5)	---	---	P	P	P	---
Group III	Note (5)	---	---	P	P	P	---
Rubber and plastic products (34-622(c)(44)):							
Group I	Note (5)	---	---	---	P	P	---
Group II	Note (5)	---	---	---	P	P	---
Stone, clay, glass and concrete products (34-622(c)(48))							
Group I	Note (5)	---	---	---	P	P	---
Group III	Note (5)	---	---	---	P	P	---
Group IV	Note (5)	---	---	---	P	P	---
Textile mill products (34-622(c)(50)), all groups							
Transportation equipment (34-622(c)(52)):							
Group I	Note (5)	P	---	P	P	P	---
Groups II, III and IV	Note (5)	---	---	---	P	P	---
Medical office		P	---	P	P	P	---
Mobile home dealers	34-1352	---	---	P	P	P	---
Motion picture production studio		---	---	P	P	P	---
Nightclubs	34-1261 et seq.	P	P	P	---	P	---
Nonstore retailers (34-622(c)(30)), all groups		---	---	P	---	P	---
Parcel and express services		P	P	P	P	P	---
Package store	34-1261 et seq.	---	---	P	---	P	---
Paint, glass and wallpaper		---	---	P	P	P	---
Perks (34-622(c)(32)):							
Group I		---	---	P	P	P	---
Group II		---	---	P	---	P	---

SOUTHWEST FLORIDA INTERNATIONAL AIRPORT (RSW)
AOPD
SCHEDULE OF USES

	Special Notes or Regulations	Non-Aviation Area					Future Development Area
		Aviation Area (includes Terminal)	Midfield	C/O Commercial / Office	I/O Industrial / Office	C/I/O Commercial / Industrial / Office	
Parking lot:							
Accessory		P	P	P	P	P	---
Commercial		P	P	P	P	P	---
Garage, public parking		P	P	P	P	P	---
Temporary	34-2022	P	P	P	P	P	---
Personal services (34-622(c)(33)):							
Group I	34-3021	P	P	P	---	P	---
Group II		P	P	P	---	P	---
Group III		---	---	P	---	P	---
Group IV		---	---	P	---	P	---
Pet services:							
Pet shop		---	---	P	---	P	---
Pharmacy		P	P	P	---	P	---
Photofinishing laboratory	Note (5)	---	P	P	P	P	---
Place of worship	Note (28), 34-2051 et seq.	P	P	P	P	P	---
Post office		P	---	P	P	P	---
Printing and publishing (34-622(c)(36))	Note (5)	---	---	P	P	P	---
Processing or packaging of agricultural or fish products	Note (5)	P	---	---	P	P	---
Processing and warehousing		P	---	---	P	P	---
Real estate sales office	34-1951 et seq., 34-3021	P	P	P	P	P	---
Recreation facilities:							
Commercial (34-622(c)(38)) Groups I, IV		P	P	P	P	P	---
Commercial (34-622(c)(38)) Group III		---	P	P	P	P	---
Group V		---	---	P	P	P	---
Recycling facility		P	---	---	P	P	---
Religious facilities	Note (28), 34-2051 et seq.	P	---	P	---	P	---
Rental or leasing establishment (34-622(c)(39)):							
Group I	34-1352, 34-3001 Note (49)	P	P	P	---	P	---
Group II	34-1201 et seq., 34-1352 34-3001 et seq.	---	---	P	---	P	---
Group III	34-1352, 34-3001 et seq.	P	---	P	P	P	---
Group IV	34-1201 et seq., 34-1352 34-3001 et seq.	---	---	---	P	P	---
Repair shops (34-622(c)(40)):							
Group I		---	---	P	P	P	---
Groups II, III, IV		---	---	---	P	P	---
Group V		---	---	---	P	P	---
Research and development laboratories (34-622(c)(41)):							
Group I		---	---	P	P	P	---
Group II		---	---	P	P	P	---
Group III		---	---	---	P	P	---
Group IV		---	---	P	P	P	---
Restaurant, fast food	34-1353	P	P	P	---	P	---
Restaurants (34-622(c)(43)):							
Groups I and III	Note (49)	P	P	P	---	P	---
Group II		P	P	P	---	P	---
Group IV		---	P	P	---	P	---

SOUTHWEST FLORIDA INTERNATIONAL AIRPORT (RSW)
AOPD
SCHEDULE OF USES

	Special Notes or Regulations	Non-Aviation Area					Future Development Area
		Aviation Area (includes Terminal)	Midfield	C/O Commercial / Office	I/O Industrial / Office	C/I/O Commercial / Industrial / Office	
Retail and wholesale sales, when clearly incidental and subordinate to a permitted principal use on the same premises		P	P	P	P	P	---
Schools:							
Commercial (34-622(c)(45))	34-2381	P	P	P	P	P	---
Self-service fuel pumps	Note (24)	P	P	---	P	P	---
Signs in accordance with chapter 39	Note (1)	P	P	P	P	P	P
Social services (34-622(c)(46)):							
Group I		---	---	P	---	P	---
Group II		---	---	P	---	P	---
Group III	Note (28) & (47)	---	---	P	---	P	---
Group IV	Note (28) & (47)	---	---	P	---	P	---
Specialty retail shops (34-622(c)(47)):							
Group I		P	P	P	---	P	---
Group II		P	P	P	---	P	---
Group III		---	---	P	---	P	---
Group IV		---	---	P	---	P	---
Storage:							
Indoor only	Note (1), 34-3001 et seq.	P	P	P	P	P	---
Storage, open	Note (5), 34-3001 et seq., 34-1352	P	---	---	P	P	---
Large-scale storage of noxious or hazardous materials (flammable, toxic, explosive, corrosive, etc.), including liquid petroleum, fractions and distillates thereof, and fuel gases	Note (5), 34-3001 et seq.	P	---	---	---	---	---
Studios (34-622(c)(49))		---	P	P	P	P	---
Tactical training (6)	34-2471	P	---	---	---	---	P
Temporary uses	Note (1), 34-3041 et seq.	P	P	P	P	P	P
Theater, indoor	34-2471 et seq.	---	---	P	---	P	---
Transportation services (34-622(c)(53)):							
Group II		P	---	---	P	P	---
Group III		P	---	---	P	P	---
Group IV		P	---	---	P	P	---
Truck stop, trucking terminal		P	---	---	P	P	---
Used merchandise stores (34-622(c)(54)):							
Group I		---	---	P	---	P	---
Groups II, III and IV		---	---	P	---	P	---
Variety store		P	P	P	---	P	---
Vehicle and equipment dealers (34-622(c)(55)):							
Groups I, II, and III	34-1352	---	---	P	---	P	---
Group IV	34-1352	---	---	P	P	P	---
Group V	34-1352	P	---	---	P	---	---
Warehouse:							
High cube		P	---	---	P	P	---
Mini-warehouse		---	---	---	P	P	---
Private		P	---	---	P	P	---
Public		P	---	---	P	P	---
Cold storage only		P	---	---	P	P	---
Wholesale establishments (34-622(c)(56)):							
Groups I, III and IV		---	---	---	P	P	---

Notes:

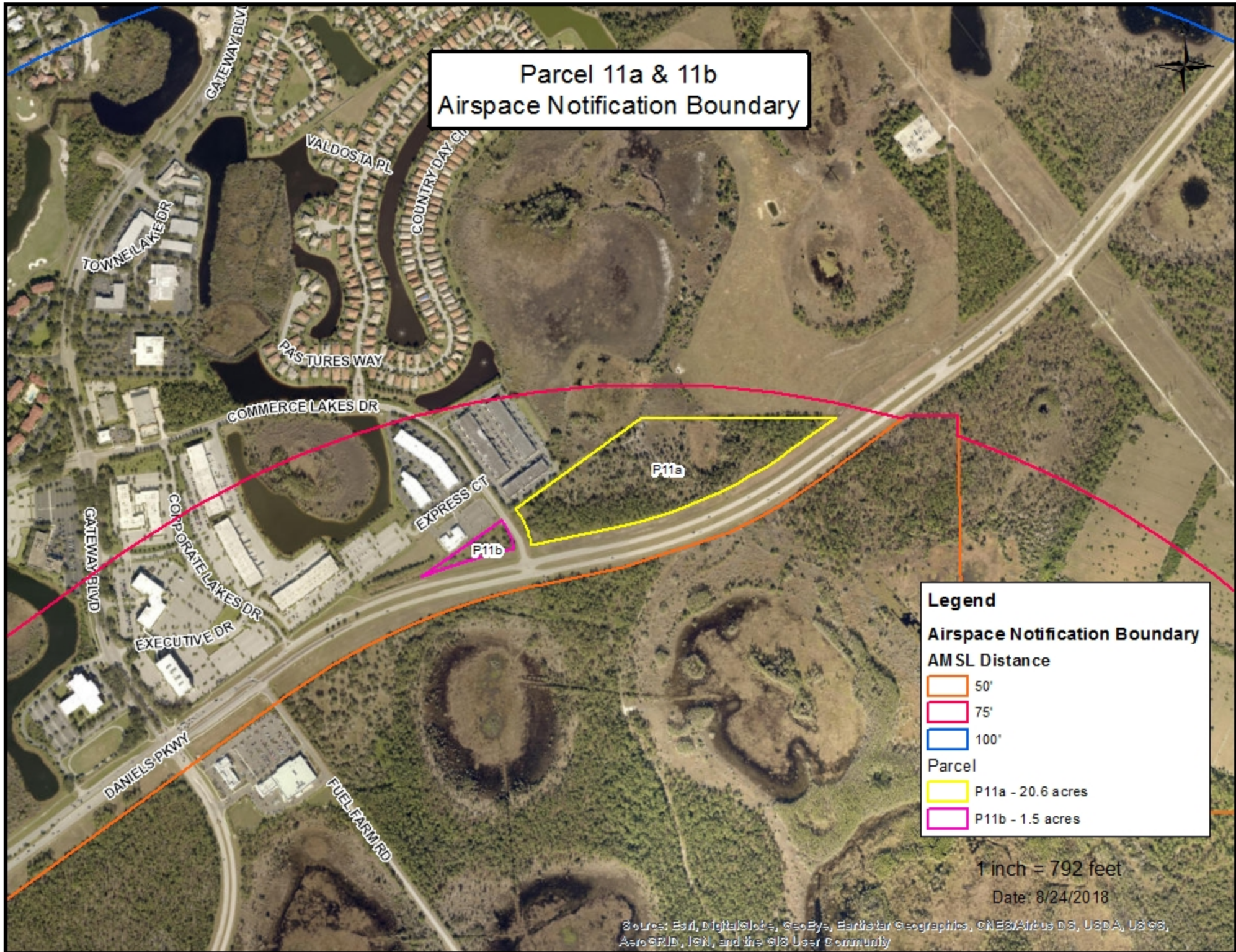
- (1) If use or structure is customarily accessory to an approved permitted use it does not need to be shown on the master concept plan.
- (5) If the use or activity does not conform to the criteria set forth in section 34-938, then it is subject to the setback requirements set forth in sections 34-935(b)(4) and 34-2441 et seq.
- (24) Two pumps are permissible as an accessory use to businesses to provide fuel for their own fleet of vehicles and equipment. Additional pumps require approval of a special exception.
- (28) Not permitted in Airport Noise Zone B.
- (36) Sound attenuating insulation should be considered for hotels and motels in Airport Noise Zone B.
- (47) Not permitted in Coastal High Hazard areas unless in compliance with section 2-435(b)(5)a.
- (49) See section 34-3152

EXHIBIT "D"

PARCEL 11 a & b

AIRSPACE NOTIFICATION BOUNDARY

Parcel 11a & 11b Airspace Notification Boundary



BID TABULATION SHEET

**RFB 19-03, SALE OF SURPLUS REAL PROPERTY
COMMERCE LAKES DRIVE PARCEL
FORT MYERS, FL 33913**

JANUARY 15, 2019, 2:00 P.M.

Firm Name Address Telephone	1227 Holdings, LLC Fort Myers Brewing 128111 Commerce Lakes Dr, Suite 28 Fort Myers, FL 33913
One (1) Original, one USB/Flash Drive	Yes
Form 1 – Bidder’s Certification	Yes
Form 2 – Official Bid Form	Yes
<i>Purchase Price</i>	\$2,050,000.00
<i>Provide a Summary of proposed usage (Required by FAA)</i>	Yes
Form 3 – Lobbying Affidavit	Yes
Form 4 – Public Entity Crimes	Yes
Form 5 – Bidders Scrutinized Companies Certification	Yes
Registered with State of Florida	Yes
Highest, most responsive, responsible Bidder	

1227 Holdings LLC

In reference to RFB #19-03 Sale of Surplus Real Property – Commerce Lakes Dr Parcel

Table of Contents

Bidder’s Certification	2
Official Bid Form	3
Lobbying Affidavit	4
Public Entity Crimes Form	5
Bidder’s Scrutinized Companies Certification	6
Attachment 1 - Detailed Concept Plan (continuation of summary of proposed usage for FAA purposes)	7-22
Attachment 2 – 1227 Holdings LLC Certificate of Good Standing	23-24
Attachment 3 – 1227 Holdings LLC 2019 Annual Report	25-26

1227 Holdings LLC is a real estate holding company created by the management team of Fort Myers Brewing for the purpose of building a new facility for Fort Myers Brewing Company.

*Sealed Bid
In reference to RFB #19-03 Sale of Surplus Real Property – Commerce Lakes Dr Parcel
Company Bidding: 1227 Holdings LLC
Project Name: Fort Myers Brewing
Contact: Robert Whyte, III
Address: 12811 Commerce Lakes Dr. Suite 28
Fort Myers, FL 33913
Bids Due: January 15, 2018, 2:00 pm*



PART D – FORMS Note: These forms must be submitted with the Bid submittal.

FORM 1 - BIDDER'S CERTIFICATION

I have carefully examined this Port Authority Bid (RFB 19-03) which includes scope, requirements for submission, general information and the evaluation and award process.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid.

Addendum # _____ Date: _____ Addendum # _____ Date: _____
Addendum # _____ Date: _____ Addendum # _____ Date: _____

I hereby propose to purchase the entire parcel that is the subject of this Request for Bids. I agree to hold pricing for at least 180 days so that the Authority will have time to properly evaluate this bid and obtain any necessary FAA, Board of Port Commissioners, and Board of County Commissioners approvals to sell the subject parcel. I agree that the Authority terms and conditions (<http://www.flylcpa.com/purchasing/>) herein shall take precedence over any conflicting terms and conditions submitted with the bid and agree to abide by all conditions of this document.

I certify that all information contained in the bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the company below (if applicable) as its agent and that the company is ready, willing and able to perform if awarded a contract.

I further certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, company, or corporation submitting a bid for the same product or service; no officer, employee or agent of the Port Authority or of any other Company who is interested in said bid; and that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

1227 Holdings, LLC
NAME OF BUSINESS
[Signature]
AUTHORIZED SIGNATURE
Robert E Whyte, III – Managing Member
NAME, TITLE, TYPED
82-4074025
FEDERAL IDENTIFICATION #

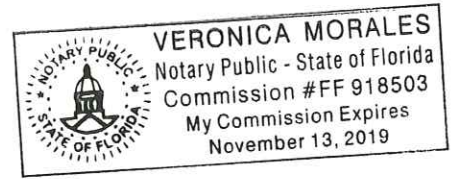
12811 Commerce Lakes Dr Suite 28
MAILING ADDRESS
Fort Myers, FL 33913
CITY, STATE & ZIP CODE
O – 239-313-6576 C- 239-222-9909
TELEPHONE NUMBER / FAX NUMBER
rob@fmbrew.com or jen@fortmyersbrewing.com
EMAIL ADDRESS

State of: Florida
County of: Lee

This foregoing instrument was acknowledged before me this 7 day of January, 2019, by Robert E Whyte III, who is personally known to me or produced _____ as identification.

[Signature]
Signature of Notary

FF918503
Serial/Commission No.





FORM 2 - OFFICIAL BID FORM

BID NO. **RFB 19-03**

BIDDER'S NAME: 1227 Holdings, LLC

DATE: JANUARY 15, 2019

TIME: 2:00 P.M. LOCAL TIME

Purchasing
Lee County Port Authority
Southwest Florida International Airport
11000 Terminal Access Road, Suite 8671
Fort Myers, Florida 33913

Ladies/Gentlemen:

The Undersigned, hereinafter called "BIDDER," having become familiar with the local conditions, nature, and condition of the parcel offered for sale, and having examined carefully the bid documents, including but not limited to, General Information and Conditions, Special Instructions and Requirements, and the Parcel Information, and having fulfilled the bid requirements herein, hereby offer the following price to purchase the subject parcel in full in accordance with the terms of this Request for Bids and within the time limits specified herein for the sale of:

SURPLUS REAL PROPERTY – COMMERCE LAKES DRIVE PARCEL

in full accordance with the specifications prepared in accordance with the Port Authority Request for Bids, and all other documents related thereto on file in the Purchasing Office and, if awarded the contract, to negotiate and execute a Real Estate Sales Agreement within the time limits specified for the total bid price awarded, which is based on the following bid schedule:

BID OFFERED:

A. Purchase Price:	\$ <u>2,050,000.00</u>
	<u>Two Million Fifty Thousand Dollars and no cents</u>
	(written)

B. Provide A Summary of proposed usage (Required by FAA):	<u>Malt beverage manufacturing, tasting room and ancillary commercial, retail and food services. See attached concept plan (attachment 1).</u>
---	--



FORM 3: LOBBYING AFFIDAVIT

STATE OF: Florida

COUNTY OF: Lee

Robert Edward Whyte III,
being first duly sworn, deposes and says that he or she is the (sole owner) (general partner) (joint venture partner) (president) (secretary) or (authorized representative) (circle one) of 1227 Holdings, LLC (bidder), maker of the attached bid and that neither the bidder nor its agents have lobbied to obtain an award of the Agreement required by this Port Authority Bid from the Lee County Board of Port Commissioners, members of the Airports Special Management Committee, or employees of the Lee County Port Authority, individually or collectively, regarding this Port Authority Bids. The prospective bidder further states that it has complied with the federal regulations concerning lobbying activities contained in 31 U.S.C. 1352 and 49 CFR Part 20 and the Lee County Lobbying Ordinance, No. 03-14.

[Signature]
AFFIANT

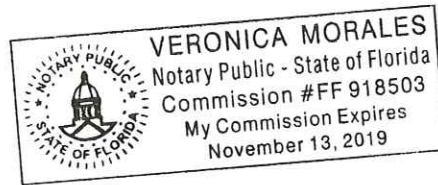
The foregoing instrument was acknowledged before me on January 7, 2019,
by Robert E Whyte III (name of person, officer or agent, title of officer or agent), of
1227 Holdings LLC (corporation or partnership, if applicable), a
FL Limited Liability Company (State of incorporation or partnership, if applicable), on behalf of
the LLC (Corporation or partnership, if applicable). He/She is personally
known to me or has produced _____ as identification.

[Signature]
Signature of person taking acknowledgment

Veronica Morales
Name typed, printed, or stamped

VP manager
(Title or rank)

[Signature] 918503
Signature of Notary (Serial or Commission No.)



NOTE: THIS FORM IS REQUIRED FROM ALL BIDDERS



FORM 4: PUBLIC ENTITY CRIMES FORM

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a) FLORIDA STATUTES

A person, affiliate, or corporation who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a bidder, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

The bidder certifies by submission of this form that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal entity, department or agency.

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

BIDDER'S NAME: 1227 Holdings, LLC



FORM 5: BIDDER'S SCRUTINIZED COMPANIES CERTIFICATION

Bidder/Proposer/Consultant hereby certifies under penalties of perjury as of the date of this bid, proposal or letter of qualifications to provide goods and services to the Lee County Port Authority that it has not been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as defined in Section 287.135, Fla. Stat., is not engaged in business operations in Cuba and Syria; and will not engage in "Boycott Israel" activities, as defined in Section 215.4725 (1)(a) Fla. Stat. (2016) that result in bidder being placed on the Scrutinized Companies that Boycott Israel List created after October 1, 2016 and during the term of any contract awarded under this request for bids.

I further certify that I am duly authorized to submit this certification on behalf of the company as its agent and that the company is ready, willing and able to perform if awarded a contract.

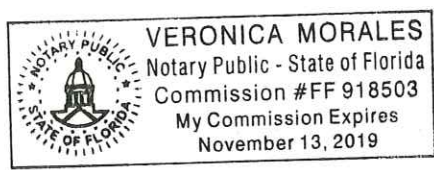
I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT FALSIFICATION OF THIS CERTIFICATION MAY RESULT IN TERMINATION OF THE CONTRACT, DEBARMENT OF THE COMPANY FROM SUBMITTING A BID OR PROPOSAL FOR A PERIOD OF THREE (3) YEARS FROM THE DATE THE CERTIFICATION IS DETERMINED TO BE FALSE, CIVIL PENALTIES, AND THE ASSESSMENT OF ATTORNEY'S FEES AND COSTS AGAINST THE COMPANY. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Handwritten Signature]
[Signature]

Notary Public
State of Florida
County of Lee

Sworn to and subscribed before me this 7 day of January, 2019,
by Robert E Whyte III who produced the following as identification
(Type of identification) or is personally known to me. My Commission
Expires Nov 13 2019

[stamp or seal]
[Handwritten Signature]
[Signature of Notary Public]



Veronica morales
[Typed or printed name]

EMAIL (If Available)

Attachment 1: Brewery Concept Plan

Continuation of Summary of Proposed Use (Required by FAA)

See bound packet (Large Format)
at end of physical document.

Attachment 2: Certificate of Good Standing

Satisfying Requirement in "Submittal of Bids – Section 5.3"

State of Florida

Department of State

I certify from the records of this office that 1227 HOLDINGS, LLC is a limited liability company organized under the laws of the State of Florida, filed on January 11, 2018.

The document number of this limited liability company is L18000011084.

I further certify that said limited liability company has paid all fees due this office through December 31, 2019, that its most recent annual report was filed on January 3, 2019, and that its status is active.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Third day of January, 2019*



Ken DeFina
Secretary of State

Tracking Number: CC8359089144

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

Attachment 3: 1227 Holdings Annual Report

Showing Mr. Robert Whyte, III as a duly authorized signer (i.e. Managing Member)

2019 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L18000011084

Entity Name: 1227 HOLDINGS, LLC

Current Principal Place of Business:

12811 COMMERCE LAKES DR
SUITE 3
FORT MYERS, FL 33913

Current Mailing Address:

12811 COMMERCE LAKES DR
SUITE 28
FORT MYERS, FL 33913

FEI Number: 82-4074025

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

WHYTE, ROBERT III
12811 COMMERCE LAKES DR
SUITE 28
FORT MYERS, FL 33913 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title	MGR	Title	MGR
Name	WHYTE, ROBERT III	Name	GRATZ, JENNIFER
Address	12811 COMMERCE LAKES DR SUITE 28	Address	12811 COMMERCE LAKES DR SUITE 28
City-State-Zip:	FORT MYERS FL 33913	City-State-Zip:	FORT MYERS FL 33913

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: ROBERT WHYTE III

MANAGING MEMBER

01/03/2019

Electronic Signature of Signing Authorized Person(s) Detail

Date

This document prepared by:

Lee County Attorney's Office
Post Office Box 398
Fort Myers, Florida 33902-0398

STRAP No.: 19-45-26-00-00002.0000

REAL ESTATE SALES AGREEMENT

THIS AGREEMENT for real estate purchase and sale is made this _____ day of _____, 2019, between LEE COUNTY, a political subdivision of the State of Florida (Seller), and 1227 HOLDINGS, LLC, (Buyer) whose address is 12811 Commerce Lakes Drive, Ste. 28, Fort Myers, FL 33913, as follows:

1. **AGREEMENT TO SELL AND PURCHASE:** Seller agrees to sell and Buyer agrees to purchase, subject to the terms and conditions set forth below, all right, title and interest in that certain parcel of land located in Lee County, Florida, and legally described in "Exhibit A" attached to this agreement.

2. **PURCHASE PRICE:** The purchase price for the property will be \$2,050,000.00, payable by certified U. S. funds at closing.

3. **DEPOSIT:** Seller acknowledges receipt of \$_____ from Buyer as a deposit that will be credited against the purchase price at closing.

4. **TITLE:** At closing, Seller will convey to Buyer title to the property by Statutory County Deed. The parties understand and agree that Buyer is purchasing the property in an "as is" condition and no express or implied warranties or guarantees exist with respect to marketable title or the ability of Buyer to obtain title insurance on the property. Buyer acknowledges responsibility for any inquiries or investigations regarding property title. The parties also agree that Seller has no obligation or liability for the cost to correct any deficiencies discovered by Buyer through investigation or inquiry.

5. **INSPECTION/TERMINATION:** Buyer has a thirty (30) day inspection and termination period that commences on the date this agreement is executed by the Buyer. During that period, Buyer may perform any inspections or other types of inquiries on or concerning the property at Buyer's sole expense. Buyer may, as a result of inspection or inquiry, terminate this agreement within thirty (30) days of execution by delivering written notice to the County stating, with specificity, the basis of the Buyer's decision to terminate. Upon appropriate termination by the Buyer, the Seller will return Buyer's deposit and no further obligations will exist under this agreement.

6. **SPECIAL CONDITIONS:** The parties acknowledge that this Sales Agreement is contingent on approval of the sale by the Federal Aviation Administration (FAA) and the issuance of a Deed of Release.

7. **DOCUMENTS AND EXPENSES:** Seller will prepare and execute the Statutory Deed. Buyer is responsible for all other costs resulting under this agreement including but not limited to documentary stamps on deeds, survey or audit costs, special assessment costs that become payable after closing, broker's fees, and other types of closing costs.

8. **TIME AND BINDING AGREEMENT:**

- a. Time is of the essence for closing this transaction.
- b. Buyer's written acceptance of this offer constitutes a binding agreement between the parties, their successors and assigns for the purchase and sale of the property.

9. **FAILURE OF PERFORMANCE; ATTORNEY'S FEES:**

- a. If the Buyer alone defaults or otherwise fails to perform under this agreement, the parties agree Seller may, after providing written notice to Buyer as to default, retain all deposits paid by Buyer as the agreed upon liquidated damages, consideration for this agreement and as full settlement of any claims. Thereafter, both parties are relieved of any further obligation under this agreement.
- b. If Seller alone defaults or otherwise fails to perform under this agreement, after thirty (30) days written notice from the Buyer to Seller concerning the default, the parties agree Buyer may terminate this agreement and receive a refund of any deposits paid to Seller as agreed upon damages and full settlement of any claims. Thereafter, both parties are relieved of any further obligations under this agreement.
- c. The prevailing party in any litigation arising out of this agreement is entitled to receive reasonable attorney's fees.

10. **REAL ESTATE BROKERS:** Buyer hereby agrees to indemnify and hold the Seller harmless from and against any claims of a real estate broker claiming by or through Buyer.

11. **CLOSING:** Closing shall take place during normal business hours at such location as Seller may select, within fifteen (15) days after the date the Board of County Commissioners awards the sale of subject property to the Buyer, executes this agreement, and the FAA issues its Deed of Release.

12. **ASSIGNMENT:** The Buyer may not transfer or assign this real estate contract absent express written approval by Lee County acting through its Board of County Commissioners.

13. **AMENDMENT, OTHER AGREEMENTS:** Any amendments to the provisions of this agreement must be in writing, attached and incorporated into this document and signed or initialed by all parties. This agreement represents the entire agreement between the parties.

IN WITNESS WHEREOF, the Lee County Board of County Commissioners and Buyer have executed this Agreement as of the date and year first above written.

Witness

1227 HOLDINGS, LLC

Printed Name of Witness

Witness

Buyer (Date)

Printed Name of Witness

Printed Name of Buyer

ATTEST: LINDA DOGGETT
CLERK OF COURTS

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Deputy Clerk

BY: _____
Chairman

APPROVED AS TO FORM:

BY: _____
Office of the County Attorney

I:\DOCS\SPP\005173\11M6289.WPD

EXHIBIT "A"

PARCEL B

A PARCEL OF LAND IN SECTIONS 17 AND 18, TOWNSHIP 45 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING A PORTION OF "PARCEL 35" AS DESCRIBED IN OFFICIAL RECORDS BOOK 1399, PAGE 1901, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AND BEING DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE SOUTH 1/4 CORNER OF SECTION 17, TOWNSHIP 45 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE RUN N 01° 00' 01" W, ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 17, ALSO BEING THE EAST LINE OF "PARCEL 35" AS DESCRIBED IN OFFICIAL RECORDS BOOK 1399, PAGE 1901, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, 2663.67 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE S 89° 30' 41" W, ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4, AND THE NORTH LINE OF SAID "PARCEL 35", A DISTANCE OF 808.27 FEET TO AN INTERSECTION WITH THE NORTHERLY LINE OF "PARCEL 6" OF THAT CERTAIN RELEASE GRANTED TO THE LEE COUNTY PORT AUTHORITY BY THE FEDERAL AVIATION ADMINISTRATION DATED JULY 12, 1990 AND THE POINT OF BEGINNING; THENCE CONTINUE S 89° 30' 41" W, ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4, AND THE NORTH LINE OF SAID "PARCEL 35", A DISTANCE OF 1302.29 FEET; THENCE S 53° 57' 54" W, ALONG THE NORTHWESTERLY LINE OF SAID "PARCEL 35", A DISTANCE OF 1025.93 FEET TO AN INTERSECTION WITH THE EASTERLY LINE OF A NORTHWESTERLY PROTRUSION OF AFORESAID "PARCEL 6"; THENCE S 36° 01' 14" E, ALONG SAID EASTERLY LINE, 62.78 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 300.00 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 23° 31' 07", A DISTANCE OF 123.14 FEET TO THE POINT OF TANGENCY; THENCE S 12° 30' 05" E, A DISTANCE OF 80.71 FEET TO AFORESAID NORTHERLY LINE OF "PARCEL 6"; THENCE N 77° 59' 42" E, ALONG SAID NORTHERLY LINE, 566.16 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 3114.04 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 24° 00' 00", A DISTANCE OF 1304.41 FEET TO A POINT OF TANGENCY; THENCE N 53° 59' 42" E, A DISTANCE OF 359.18 FEET TO THE POINT OF BEGINNING.

SAID PARCEL B CONTAINING 20.64 ACRES (MORE OR LESS)

PARCEL C

A PARCEL OF LAND IN SECTION 18, TOWNSHIP 45 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING A PORTION OF "PARCEL 35" AS DESCRIBED IN OFFICIAL RECORDS BOOK 1399, PAGE 1901, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AND BEING DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE SOUTH 1/4 CORNER OF SECTION 17, TOWNSHIP 45 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE RUN N 01° 00' 01" W, ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 17, ALSO BEING THE EAST LINE OF "PARCEL 35" AS DESCRIBED IN OFFICIAL RECORDS BOOK 1399, PAGE 1901, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, 2663.67 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE S 89° 30' 41" W, ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4, AND THE NORTH LINE OF SAID "PARCEL 35", A DISTANCE OF 2110.56 FEET; THENCE S 53° 57' 54" W, ALONG THE NORTHWESTERLY LINE OF SAID "PARCEL 35", A DISTANCE OF 1145.94 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 53° 57' 54" W, ALONG THE NORTHWESTERLY LINE OF SAID "PARCEL 35", A DISTANCE OF 654.96 FEET TO AN INTERSECTION WITH THE NORTHERLY LINE OF "PARCEL 6" OF THAT CERTAIN RELEASE GRANTED TO THE LEE COUNTY PORT AUTHORITY BY THE FEDERAL AVIATION ADMINISTRATION DATED JULY 12, 1990 AND A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 4743.66 FEET, THROUGH WHICH A RADIAL LINE PASSES BEARING N 20° 58' 38" W; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 07° 45' 57", A DISTANCE OF 642.96 FEET TO AN INTERSECTION WITH THE WESTERLY LINE OF A NORTHWESTERLY PROTRUSION OF AFORESAID "PARCEL 6"; THENCE N 12° 30' 05" W, ALONG SAID WESTERLY LINE, 80.87 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 180.00 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 23° 31' 09", A DISTANCE OF 73.89 FEET TO A POINT OF TANGENCY; THENCE N 36° 01' 14" W, 62.57 FEET TO THE POINT OF BEGINNING.

SAID PARCEL C CONTAINING 1.51 ACRES (MORE OR LESS)

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

- | | |
|---|--|
| <p>1. REQUESTED MOTION/PURPOSE: Request Board accept presentation/information regarding the RSW Terminal Expansion Concessions Program.</p> <p>2. FUNDING SOURCE: N/A</p> <p>3. TERM: N/A</p> <p>4. WHAT ACTION ACCOMPLISHES: Offers a recommended approach to the RSW concessions program in conjunction with the RSW Terminal Expansion Project</p> | <p>5. CATEGORY: 12.
Administrative Agenda</p> <hr/> <p>6. ASMC MEETING DATE: 6/11/2019</p> <p>7. BoPC MEETING DATE: 6/27/2019</p> |
|---|--|

8. **AGENDA:**
- CEREMONIAL/PUBLIC PRESENTATION
- CONSENT
- ADMINISTRATIVE

9. **REQUESTOR OF INFORMATION:**
(ALL REQUESTS)
NAME Mark Fisher

DIV. Development

10. **BACKGROUND:**

The Southwest Florida International Airport (RSW) Terminal Expansion Project is at the 60% design stage. As part of the project, existing concession areas (gift shops, restaurants, etc.) are impacted and new concessions opportunities are available. LCPA has contracted with Atkins/ICF to develop a Concessions Master Plan and a recommended approach to RSW concessions. The results of their recommendations will be presented.

11. RECOMMENDED APPROVAL

DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR
<i>Mark R. Fisher</i>	<i>Victoria B. Moreland</i>	<i>N/A</i>	<i>Brian W. McGonagle</i>	<i>Gregory B. Hagen</i>	<i>Jeffrey A. Mulder</i>

12. **SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:**
- APPROVED
APPROVED as AMENDED
DENIED
OTHER

13. **PORT AUTHORITY ACTION:**
- APPROVED
APPROVED as AMENDED
DENIED
DEFERRED to
OTHER

