CITY OF NAPLES AIRPORT AUTHORITY (NAA)  
Board of Commissioners  
Notice of Regular Meeting  

Naples  
AIRPORT AUTHORITY  

FINAL AGENDA  
City Hall Council Chambers  
735 Eighth Street South  
Naples, FL 34102  

Thursday, March 21, 2019  
8:30 a.m.  

Commissioner Donna M. Messer – Chair and NCC Liaison  
Commissioner Michael Lenhard – Vice Chair and Consultant Selection Committee Chair  
Commissioner James Rideoutte – Audit Committee Chair, Consultant Selection Committee Member  
Commissioner Ted Brousseau – Legal Liaison  
Commissioner Kerry C. Dustin, Audit Committee Member  
Executive Director: Christopher A. Rozansky  
Authority Attorney: William L. Owens, Esq. of Bond, Schoeneck & King, PLLC  

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Information on Action Items and other items which has been provided in advance of this meeting may be inspected at the office of the Executive Assistant, General Aviation Terminal Building, 2nd Floor, 160 Aviation Drive North. Minutes of this meeting will be prepared for Board approval, usually at the next Regular Meeting.
A. **ROLL CALL**

B. **PLEDGE OF ALLEGIANCE**

C. **AGENDA (Add, delete or re-sequence items)**

D. **MINUTES**
   1. February 21, 2019 Regular Meeting
   2. March 5, 2019 Consultant Selection Committee Meeting

E. **PRESENTATIONS AND TIME CERTAIN ITEMS**
   1. Noise Compatibility Committee Member Interviews

F. **PUBLIC COMMENTS ON GENERAL TOPICS NOT ON THE CURRENT AGENDA**

G. **ACTION ITEMS (Public comments accepted for each item; 5 minute limit)**
   1. Noise Compatibility Committee Member Selection
   2. Board Approval of the Consultant Selection Committee Ranking of Firms for On Call General Engineering Consultant Services
   3. Authorization for the Executive Director to Execute a Professional Services Agreement with Environmental Science Associates (ESA) for Noise Consulting Services
   4. Authorize the Executive Director to Execute a Third Amendment to Lease with APF Development III, LLC

H. **NEW BUSINESS**

I. **OLD BUSINESS**
   1. Noise Compatibility Committee Update

J. **LEADERSHIP TEAM REPORT**
   1. Leadership Team Report

K. **FINANCIAL REPORTS**
   1. Financial Summary
L. COUNSEL’S REPORT

1. Counsel’s Report

M. PUBLIC COMMENTS (5 minute limit)

N. CORRESPONDENCE/COMMISSIONER COMMENTS & REQUESTS/MEETINGS

O. ADJOURN
Minutes
February 21, 2019
Regular Meeting

A. ROLL CALL

Meeting was called to order by Chair Messer at 8:30 a.m. in the Council Chambers at City Hall.

Present were Chair Messer, Commissioner Brousseau, Commissioner Dustin and Commissioner Rideoutte. Vice Chair Lenhard had an excused absence.

Staff and Authority Counsel present were Ms. Terrill, Mr. Owens, Mr. Keith, Mr. Warriner, Ms. Jackson, Mr. Jefferson, Mr. Estrada, Ms. Sarcona and Ms. Menard.

B. PLEDGE OF ALLEGIANCE

Chair Messer led the Pledge of Allegiance.

C. AGENDA

Chair Messer announced that Mr. Rozansky was hosting Leadership Collier Environment Day for the Class of 2019, of which Mr. Frost is a member. She said Ms. Terrill would be representing the Executive Director in Mr. Rozansky’s absence.

Ms. Terrill stated that in the Leadership Team Report, a correction was made to the Aviation Fuel Gallons and Aircraft Operations Historical Comparison report and was distributed to Board members in advance of the meeting.

D. MINUTES

1. January 11, 2019 Audit Committee Meeting

Commissioner Rideoutte moved approval of the January 11, 2019 Audit Committee Meeting minutes. Commissioner Dustin seconded. Motion passed unanimously 4-0 with Vice Chair Lenhard absent.

2. January 11, 2019 Consultant Selection Committee Meeting

Commissioner Dustin moved approval of the January 11, 2019 Consultant Selection Committee Meeting minutes. Commissioner Rideoutte seconded. Motion passed unanimously 4-0 with Vice Chair Lenhard absent.

3. January 17, 2019 Regular Meeting

Commissioner Rideoutte moved approval of the January 17, 2019 Regular Meeting minutes. Commissioner Brousseau seconded. Motion passed unanimously 4-0 with Vice Chair Lenhard absent.
4. **January 30, 2019 Joint NAA Board and Noise Compatibility Committee Meeting**

Commissioner Rideoutte moved approval of the January 30, 2019 Joint NAA Board and Noise Compatibility Committee Meeting minutes. Commissioner Dustin seconded. Motion passed unanimously 4-0 with Vice Chair Lenhard absent.

5. **January 31, 2019 Consultant Selection Committee Meeting**

Commissioner Rideoutte moved approval of the January 31, 2019 Consultant Selection Committee Meeting minutes. Commissioner Dustin seconded. Motion passed unanimously 4-0 with Vice Chair Lenhard absent.

E. **PRESENTATIONS AND TIME CERTAIN ITEMS**

There were no presentations or time certain items.

F. **PUBLIC COMMENTS**

There were no public comments.

G. **ACTION ITEMS (Public comments accepted for each item; 5 minute limit)**

1. **Authorize the Executive Director to Execute a Contract to Repaint Airfield Markings in an Amount Not to Exceed $99,937.63**

Mr. Estrada requested Board authorization for the Executive Director to execute a contract with Hi-Lite Airfield Services to re-paint airfield markings in an amount not-to-exceed $99,937.63. He said that this project would ensure that the Federal Aviation Administration (FAA) Part 139 guidelines and standards for airfield markings are maintained and that the project was anticipated in the FY 2019 budget. Chair Messer added that this vendor is a State-negotiated contractor and it was not necessary to send this out for bid.

Commissioner Dustin moved approval for the Executive Director to execute a contract to repaint the airfield markings in an amount not to exceed $99,937.63 as presented by Mr. Estrada. Commissioner Rideoutte seconded. Motion passed unanimously 4-0 with Vice Chair Lenhard absent.

2. **Authorize the Executive Director to execute a Task Order for the Naples Airport Security Improvements in an amount not to exceed $104,450**

Mr. Keith requested Board authorization for the Executive Director to execute a Task Order with Hanson Professional Services for the Naples Airport security improvements project. Mr. Keith stated that the current security infrastructure included the gates, which are primarily operated by a radio wave system, secure doors, and a very limited camera system. He said that the project would include installation of fiber optics to all the electronic gates and buildings as well as an upgraded camera system. He clarified that the camera system would not be a monitored system but rather a recording system to be used for review of incidents or events at the airport. Mr. Keith said that the total estimated project cost would be $1 million, of which the design Task Order is for $104,450.
Ms. Terrill added that this project aligns with the Strategic Plan. She said that the new fiber optic connections will be much more dependable and efficient.

Commissioner Dustin moved approval for the Executive Director to execute a design Task Order for the Naples Airport Security Improvements in an amount not to exceed $104,450 as presented by Mr. Keith. Commissioner Rideoutte seconded. Motion passed unanimously 4-0 with Vice Chair Lenhard absent.

3. **Authorization for the Executive Director to execute a Professional Services Agreement and sign a Task Order for the General Aviation Terminal and Airport Office Building Phase I Services in an amount not to exceed $93,902**

Mr. Keith requested Board authorization for the Executive Director to execute a Professional Services Agreement and sign a Task Order with SchenkelShultz Architecture for the General Aviation Terminal (GAT) and Airport Office Building (AOB) Phase I Services in an amount not to exceed $93,902. He said that following the Board’s approval last month for SchenkelShultz as the architect for the GAT improvements, staff worked with SchenkelShultz to provide a revised Phase I plan that would make the GAT and AOB more accommodating for customers and staff. Mr. Keith said that this plan would be developed to phase construction such that the GAT would remain open throughout the project.

Commissioner Dustin moved approval for the Executive Director to execute a Professional Services Agreement and sign a Task Order with SchenkelShultz Architecture for the GAT and AOB Phase I services in an amount not to exceed $93,902 as presented by Mr. Keith. Commissioner Brousseau seconded. Motion passed unanimously 4-0 with Vice Chair Lenhard absent.

4. **Board Adoption of the 2018 Naples Airport Authority Annual Report**

Ms. Jackson presented and requested Board adoption of the draft 2018 Naples Airport Authority Annual Report. She highlighted the Authority’s initiatives and accomplishments over the past year.

Commissioner Brousseau moved Board adoption of the 2018 Naples Airport Authority Annual Report. Commissioner Dustin seconded. Motion passed unanimously 4-0 with Vice Chair Lenhard absent.

5. **Board Adoption of the 2018 Noise Compatibility Committee Annual Report**

Mr. Bruce Byerly, Chair of the Authority’s Noise Compatibility Committee (NCC), presented the 2018 NCC Annual Report. He said that the Annual Report summarizes and highlights the accomplishments of the NCC in 2018 and that the NCC approved it at its January Regular Meeting.

Chair Messer thanked Mr. Byerly and the NCC for their service and commitment. She commented that it was significant that Mr. Byerly presented the report because it demonstrated the degree of involvement that the NCC and the community have in noise efforts as part of the NAA.

Commissioner Dustin moved Board adoption of the 2018 Noise Compatibility Committee Annual Report. Commissioner Brousseau seconded. Motion passed unanimously 4-0 with Vice Chair Lenhard absent.
6. Proposed Revisions to the Bylaws for the Governance and Operation of City of Naples Airport Authority Noise Compatibility Committee

Ms. Jackson highlighted the proposed revisions to the Bylaws for the NCC. She said the proposed changes provide flexibility in scheduling regular meetings of the Committee, address changes made to the Uniform Special District Accountability Act and correct erroneous statutory references made as well as other miscellaneous changes to remove ambiguities. She said the NCC unanimously supported and recommended the revised Bylaws to the Board for approval at its January Regular Meeting.

Commissioner Rideoutte moved Board adoption of the proposed revisions to the Bylaws for the Governance and Operation of City of Naples Airport Authority Noise Compatibility Committee. Commissioner Dustin seconded. Motion passed unanimously 4-0 with Vice Chair Lenhard absent.

7. Board Approval of the Consultant Selection Committee Rankings of a Consultant for Noise Consulting Services

Ms. Jackson provided a summary of the Request for Qualifications process for noise consulting services that was advertised on November 19, 2018. She noted that the current contract expires March 31st. Ms. Jackson stated that two proposals were received and both firms were interviewed at the January 31st Consultant Selection Committee meeting. She said that the Consultant Selection Committee ranked the firms as follows:

1) Environmental Science Associates (ESA)
2) Harris, Miller, Miller and Hanson Inc. (HMMH)

Ms. Jackson requested Board approval of the rankings and to authorize staff to commence negotiations with ESA with the intention of presenting a Professional Services Agreement for Board approval at the March 2019 Regular Meeting.

Ms. Terrill clarified that the negotiations for approval would include on-call noise consulting services and other special projects such as the Part 150 Noise Study.

Commissioner Rideoutte moved Board approval of the Consultant Selection Committee rankings for noise consulting services as follows: 1) ESA and 2) HMMH and moved approval for staff to commence negotiations with ESA for noise consulting services. Commissioner Dustin seconded. Motion passed unanimously 4-0 with Vice Chair Lenhard absent.

8. Board Approval of the Recommendation of the Audit Committee to accept the FY 2018 Annual Audit and Comprehensive Annual Financial Report (CAFR)

Mr. Warriner introduced Mr. Jeff Wolf of Moore Stephens Lovelace CPAs & Advisors (MSL). Mr. Wolf presented a brief overview of the FY 2018 Annual Audit and CAFR as of and for the years ended September 30, 2018 and 2017. He reviewed MSL’s services and deliverables provided in the audit process and the Authority’s high level financial summary as presented in the annual CAFR.
Commissioner Dustin moved Board approval of the Recommendation of the Audit Committee to accept the FY 2018 Annual Audit and CAFR as of and for the years ended September 30, 2018 and 2017. Commissioner Rideoutte seconded. Motion passed unanimously 4-0 with Vice Chair Lenhard absent.

H. NEW BUSINESS

There was no new business.

I. OLD BUSINESS

1. Noise Compatibility Committee Update

Chair Messer provided a summary of the January 31st NCC meeting and announced that the next Regular Meeting of the NCC is scheduled for 9 a.m. on Thursday, April 25th in the Airport Office Building, 200 Aviation Drive North. She encouraged the public to attend and noted that the meetings are also videotaped and posted on flynaples.com.

J. LEADERSHIP TEAM REPORT

1. Leadership Team Report

Commissioner Rideoutte commented that it would be helpful to give Board members feedback on the positive or negative outcome of staff’s attendance at conferences or events. Ms. Terrill said that more detail will be provided in the future and cited the successful results from staff’s participation at the Florida Airports Council (FAC) Annual Conference as well as the NBAA’s Schedulers and Dispatchers Annual Conference. Chair Messer said that Commissioner Rideoutte raised a good point and added that in reporting the outcomes, Board members may provide additional support when needed. Commissioner Dustin agreed and said it would be helpful for staff to share the priorities of FAC members with the Board.

In reference to the High-Level Summary for January 2019, Commissioner Dustin expressed concern about the voluntary curfew rate which was down 5.7% compared to January 2018. Ms. Terrill clarified that the data referred to the number of voluntary curfew operations and was not a compliance issue.

On the third page of the Leadership Team Report, Commissioner Rideoutte requested further clarification regarding the ongoing warranty issues from the HVAC replacement project. Mr. Keith said that we are having temperature control issues on the second floor of the GAT and that the retainage amount on the contract was being withheld until the issues are resolved.

In reference to the Human Resources Metrics Report, Commissioner Rideoutte noted that under the Employment table for FY19, there were 86 non-seasonal positions budgeted but only 77 actual positions were filled. He questioned if there was any problem attracting sufficient talent or was it due to timing. Ms. Terrill stated that the positions were budgeted but we were not filling them until there was a business need. She added that we are having difficulty filling certain positions and are addressing that by becoming more creative where and how the jobs are being advertised.
K. FINANCIAL REPORTS

1. Financial Summary

Mr. Warriner provided a review of the financials and reported on actuals against budget for the month of January and for fiscal year to date.

In response to Commissioner Dustin regarding the impact of the fuel changes made, Mr. Warriner stated that our margins on fuel have increased and that not everyone has converted over to the contract fuel program. Commissioner Dustin noted that he previously requested a fuel projection and requested a report for next month’s Board meeting on the speed of adoption of the new program.

Commissioner Rideoutte moved acceptance of the January Financial Summary. Commissioner Dustin seconded. Motion passed unanimously 4-0 with Vice Chair Lenhard absent.

L. COUNSEL’S REPORT

1. Counsel’s Report

Mr. Owens reported that there were no pending legal matters or material issues to discuss.

M. PUBLIC COMMENTS (5 minute limit)

There were no public comments.

N. CORRESPONDENCE/COMMISSIONER COMMENTS & REQUESTS/MEETINGS

There were no comments or any requests/meetings.

O. ADJOURN

With no further business, the meeting adjourned at 9:22 a.m.

Diane J. Terrill
Acting Secretary

NOTE: Printed copies of all visual presentations and handouts are on file in the Executive Assistant’s Office.
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Commissioner Michael Lenhard – Vice Chair and Consultant Selection Committee Chair
Commissioner James Rideoutte – Audit Committee Chair, Consultant Selection Committee Member
Commissioner Ted Brousseau – Legal Liaison
Commissioner Kerry C. Dustin, Audit Committee Member
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A. ROLL CALL

B. PLEDGE OF ALLEGIANCE

C. AGENDA (Add, delete or re-sequence items)

D. MINUTES

1. January 11, 2019 Audit Committee Meeting
2. January 11, 2019 Consultant Selection Committee Meeting
3. January 17, 2019 Regular Meeting
4. January 30, 2019 Joint NAA Board and Noise Compatibility Committee Meeting
5. January 31, 2019 Consultant Selection Committee Meeting

E. PRESENTATIONS AND TIME CERTAIN ITEMS

F. PUBLIC COMMENTS ON GENERAL TOPICS NOT ON THE CURRENT AGENDA

G. ACTION ITEMS (Public comments accepted for each item; 5 minute limit)

1. Authorize the Executive Director to Execute a Contract to Repaint Airfield Markings in an Amount Not to Exceed $99,937.63
2. Authorize the Executive Director to execute a Task Order for the Naples Airport Security Improvements in an amount not to exceed $104,450
3. Authorization for the Executive Director to execute a Professional Services Agreement and sign a Task Order for the General Aviation Terminal and Airport Office Building Phase I Services in an amount not to exceed $93,902
4. Board Adoption of the 2018 Naples Airport Authority Annual Report
5. Board Adoption of the Noise Compatibility Committee 2018 Annual Report
6. Proposed Revisions to the Bylaws for the Governance and Operation of City of Naples Airport Authority Noise Compatibility Committee
7. Board Approval of the Consultant Selection Committee Rankings of a Consultant for Noise Consulting Services
8. Board approval of the recommendation of the Audit Committee to accept the FY 2018 Annual Audit and Comprehensive Annual Financial Report (CAFR)

H. NEW BUSINESS

I. OLD BUSINESS

1. Noise Compatibility Committee Update

J. LEADERSHIP TEAM REPORT

1. Leadership Team Report
K. FINANCIAL REPORTS
   1. Financial Summary

L. COUNSEL’S REPORT
   1. Counsel’s Report

M. PUBLIC COMMENTS (5 minute limit)

N. CORRESPONDENCE/COMMISSIONER COMMENTS & REQUESTS/MEETINGS

O. ADJOURN
Minutes
March 5, 2019
Consultant Selection Committee

A. ROLL CALL

Meeting was called to order by Consultant Selection Committee Chair Lenhard at 9:02 a.m. in the Airport Office Building, 2nd Floor Conference Room. Also present were Commissioner Rideoutte, Committee Member; and Commissioner Messer, who opted in.

Staff and Legal Counsel present were Mr. Rozansky, Ms. Terrill, Mr. Owens, Mr. Keith, Ms. Vandersluis and Ms. Menard.

B. PLEDGE OF ALLEGIANCE

Chair Lenhard led the Pledge of Allegiance.

C. AGENDA

There were no changes to the agenda.

D. DISCUSSION ITEMS

Mr. Keith provided introductory comments regarding the interviews and ranking process for the On Call General Engineering Consultant Services. He said that the On Call General Engineering Consultant would provide services for projects that do not exceed $200,000 in consulting fees or $2 million for total project cost. He stated that there would be three presentations, and the first respondent to be interviewed would be Hole Montes, Inc. followed by Hanson Professional Services, Inc. then EG Solutions, Inc.

1. Interviews and Rankings of Qualified Respondents for On Call General Engineering Consultant Services Request for Qualifications

a. Hole Montes, Inc.

Mr. Robert Murray, Senior Vice President/Principal-in-Charge of Hole Montes, Inc. introduced himself and Mr. Timothy Parker, Project Manager; as well as Mr. James Kriss, QA/QC Manager of Avcon, Inc. Mr. Murray provided a brief background of his firm. Mr. Parker provided an overview of his engineering and aviation experience as well as Hole Montes’ experience with the NAA since 1999. He highlighted several subcontractors who would be working with their firm. Mr. Kriss provided a brief overview of Avcon and his firm’s experience at multiple airports. Mr. Parker reviewed several potential upcoming improvements for Naples Airport and considerations related to those improvements. He reviewed Hole Montes’ work program, their availability, recently completed projects at Lee County Port Authority’s Page Field Airport and their approach to deliver quality projects in a timely and cost effective manner. Mr. Parker outlined shared visions, values and goals as well as local knowledge and depth of their team. He provided several reasons to select their firm.

A question and answer period followed.
Minutes of the Consultant Selection Committee
March 5, 2019

Mr. Rozansky shared that he worked recently with Mr. Parker who was with a different firm at the
time and congratulated Mr. Parker for winning 2017 Aviation Ambassador of the Year. Mr.
Rozansky stated that Mr. Parker takes great care and concern of his customer and goes above and
beyond to make sure the project gets done right.

b. Hanson Professional Services, Inc.

Mr. Chip Snowden, Aviation Market Principal of Hanson Professional Services, Inc. introduced
his team of Mr. Blake Swafford, Program Manager/Engineer and Mr. Mike Harris, Project
Manager. Mr. Snowden provided a brief history of their employee-owned full service engineering
firm, their qualifications and experience.

Mr. Swafford provided a brief background of his qualifications and experience. He reviewed his
organizational chart and noted that 90 percent of the work would be conducted directly by Hanson
Professional Services. He reviewed the firms that would provide subcontractor services in the
environmental, wildlife, structural building, airfield markings and parking study design areas. He
noted that three of the five subcontractors are Disadvantaged Business Enterprises (DBEs). Mr.
Swafford provided an overview of their work program which included the versatility and bench
strength of their employees, their expertise with grant assistance and reputation in the aviation
industry. Mr. Swafford pointed out that Hanson was selected to conduct two studies for the Airport
Cooperative Research Program, a federal program that looks at best practices in aviation.

Mr. Mike Harris provided a brief background of his experience and presented several projects
anticipated at the airport. He provided a summary of the delivery process of providing quality
projects.

Mr. Swafford concluded their presentation by presenting their approach to guarantee success at
the Naples Airport.

A question and answer period followed.

c. EG Solutions, Inc.

Mr. Kelly Rubino, Principal in Charge, of EG Solutions, Inc. introduced himself and his
colleagues, Mr. Scott Brady, Project Manager, and Mr. Mohsen Mohammadi, President and
Founder of American Infrastructure Development. Mr. Rubino provided a brief history of his firm
and their experience at Naples Airport. He provided a summary of the subcontractors on the EG
Solutions team and reviewed the team organization.

Mr. Brady presented four basic areas of general consulting assignments which included program
administration, regulatory, and technical assistance as well as construction project professional
services for design, permitting, bidding and construction observation.

Mr. Mohammadi presented their quality control process and in-house capabilities for plans
production, design and construction specifications.
Minutes of the Consultant Selection Committee
March 5, 2019

Mr. Rubino summarized his firm’s strategy and commitment that keeps their clients satisfied.

A question and answer period followed.

Mr. Rozansky shared that he worked with Mr. Mohammadi at his previous position.

Chair Lenhard opened the discussion to evaluate the firms. Commissioner Rideoutte asked if staff had any information that may be useful in making the Committee’s recommendations. Mr. Rozansky and Mr. Keith both commented regarding the departure of Hanson’s engineer of record and Scott Brady with EG Solutions serving as the Project Manager for Hanson’s projects in the previous five years. Mr. Rozansky stated that he didn’t have any concerns with the three firms that presented. There was discussion regarding Mr. Brady’s strength in stormwater expertise, Hanson’s breadth of their team and resourcefulness and Hole Montes’ presentation that aligned with our Strategic Plan.

Mr. Rozansky added that our five-year Capital Improvement Plan (CIP) totals nearly $60 million and the Federal Aviation Administration (FAA) eligible portion is $36 million without taking into consideration the CIP portion of the master plan that is yet to be developed. He said that there will be varying airport needs ahead and it was not uncommon to engage with two different firms. He stated that staff would have to consult with the FAA before making a recommendation to contract with multiple firms but was confident that it could work. He suggested the Committee rank the firms, and he would bring back his findings about engaging with more than one firm at a later date.

After further discussion, there was consensus to rank the three firms as follows and to recommend the rankings to the full Board at the March 21st Regular Board Meeting:

(1) Hanson Professional Services, Inc.
(2) EG Solutions, Inc.
(3) Hole Montes, Inc.

E. PUBLIC COMMENTS

There were no public comments.

F. CORRESPONDENCE/COMMISSIONER COMMENTS & REQUESTS/MEETINGS

There were no additional comments or requests.

G. ADJOURN

The meeting adjourned at 11:17 a.m.

Christopher A. Rozansky
Secretary
CITY OF NAPLES AIRPORT AUTHORITY (NAA)  
Board of Commissioners  
Notice of Consultant Selection Committee Meeting

FINAL AGENDA  
Airport Office Building, 2nd Floor Conference Room  
200 Aviation Drive North  
Naples, Florida  

Tuesday, March 5, 2019  
9 a.m.

Commissioner Donna M. Messer – Chair and NCC Liaison  
Commissioner Michael Lenhard – Vice Chair and Consultant Selection Committee Chair  
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Commissioner Ted Brousseau – Legal Liaison  
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A. **ROLL CALL**

B. **PLEDGE OF ALLEGIANCE**

C. **AGENDA (Add, delete or re-sequence items)**

D. **DISCUSSION ITEM**
   1. Interviews and Rankings of Qualified Respondents to On-Call General Engineering Consultant - Request For Qualifications
      a. Hole Montes, Inc.
      b. Hanson Professional Services Inc.
      c. EG Solutions, Inc.

E. **PUBLIC COMMENTS (Public comments accepted for items not otherwise listed on the Agenda; 5 minute limit)**

F. **CORRESPONDENCE/COMMISSIONER COMMENTS & REQUESTS/MEETINGS**

G. **ADJOURN**

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**NOTE:** The Consultant Selection Committee is comprised of Vice Chair Lenhard and Commissioner Rideoutte. All NAA Commissioners are welcome to attend and can “opt in” to participate and vote.
To: Honorable Chair and Commissioners

From: Christopher A. Rozansky, Executive Director

By: Diane Jackson, Director of Communications and Business Development

Meeting Date: March 21, 2019

Re: PRESENTATIONS AND TIME CERTAIN ITEMS

1. Noise Compatibility Committee Member Interviews

SUMMARY: Board interviews of the interested and eligible individuals for the following Naples Airport Authority’s Noise Compatibility Committee Member representatives:

- One member from the Airport’s northwest quadrant area, that area extending north and west from the intersection of Airport Pulling Road and Radio Road, and north of Fifth Avenue North, inclusive of Avion Park and Bear’s Paw (Northwest Quadrant)

- At-large member who is a resident of the City of Naples (City at-large)

- At-large member who is a resident of Collier County outside the City of Naples (County at-large)

BACKGROUND: The terms of the members that sit on the Northwest Quadrant, City at-large and County at-large expire March 31, 2019. Applications were accepted until 5:00 p.m. on March 1st. The selected applicants will serve a four-year term through March 31, 2023, effective upon appointment.
Seven applications were received and are eligible for the following seats:

<table>
<thead>
<tr>
<th>Name of Applicant</th>
<th>Address</th>
<th>Northwest Quadrant</th>
<th>City at-large</th>
<th>County at-large</th>
</tr>
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<tbody>
<tr>
<td>1 Chris Auron</td>
<td>1184 Broad Ave North, Naples</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>2 Cliff Holland</td>
<td>3135 Leeward Lane, Naples</td>
<td>X</td>
<td>X</td>
<td></td>
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<tr>
<td>3 Chris Buckley</td>
<td>1030 3rd Avenue South, Unit 314, Naples</td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>4 Geri Walker</td>
<td>500 Riviera Drive, Naples</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>5 Gary Revall</td>
<td>356 Bali Ct., Marco Island</td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>6 Harvey Cohen</td>
<td>4590 Mesgansee Court, Naples</td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>7 David MacGregor</td>
<td>640 21st Street S.W., Naples</td>
<td></td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

The Board will be requested to appoint representatives under Action Item 1, later in the meeting.

**COMMUNICATIONS PLAN:** The Notice was posted on our website [www.flynaples.com](http://www.flynaples.com), advertised in the Naples Daily News, presented at the Naples Pilots Association and Experimental Pilot’s Association, as well as published in the airport newsletter.

**FINANCIAL IMPACT:** Not applicable for this item.
Procedure for Appointment to Noise Compatibility Committee

Interviews:

1. Each candidate is interviewed at the podium – chair requests the candidate to announce their name and address for the record

2. Candidates may be seated in chambers after their interview

Nominations and Appointment:

1. Chair opens nominations from the floor
   a. A member has to be recognized by the Chair in order to make a nomination
   b. A nomination does not need a second
   c. A member cannot nominate more than one person for a position until everyone has had the opportunity to make a nomination
   d. After each nomination, the Chair repeats the name
      i. For example, Chair: “Joe Smith. Are there further nominations?”
   e. A motion to close nominations is not necessary

2. When more than one person has been nominated, the Chair takes the vote on the candidates in the order in which they were nominated.
   a. Each member must vote yes or no
   b. The first candidate to receive a majority vote wins
NAME: Chris Auron
Home Phone: 480-734-7771
Email: chris.auron@gmail.com
Cell Phone: 
Address: 1184 Broad Ave N Naples FL 34102

Business: 
Business Phone: 
Address: 

Are you a resident of, and domiciled within, the City of Naples and/or Collier County? Yes
If so, how long? 8 yrs
Are you a City of Naples and/or Collier County registered voter? Yes
Do you now hold public office? No
If so, what office? 
Are you employed by the City of Naples Airport Authority or any other governmental body? No
If so, what is your position? 
Are you related to anyone employed by the City of Naples Airport Authority? (Name) No
Do you now, or have you ever, served on the City of Naples Airport Authority Board or its Committees? No
If so, what Board or Committee? 
Do you currently serve on the Council, Board or any Committee of the City of Naples or Collier County? No
If so, what Council, Board or Committee? 

What community activities have you participated in such as Civic Clubs, Neighborhood Organizations, etc.? None

Brad Ray
Personal reference
N2687 Mud Lake Road Birchwood WI 54817
Phone (715) 651-2934
Email brad.ray06@gmail.com

I acknowledge that I have received a copy of the Naples Airport Authority Noise Compatibility Committee By-Laws, and understand that regular attendance at meetings is expected. My signature below affirms that all of the information provided above is accurate to the best of my knowledge.

Signature 
Date 01/24/2019

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Christopher Auron

1184 Broad Ave N
Naples, FL 34102

Chris.Auron@gmail.com
Cell: 480-734-7771

PROFILE

An accomplished senior software engineer and project manager with experience in the complete software development life cycle and a wide range of current coding methodologies. Agile leader/manager adept at bringing people with diverse backgrounds into a cohesive, productive team to hit established project timelines. Able to balance the needs of customer requirements with challenging project deadlines. Outstanding communicator with a reputation of explaining complex technical ideas into easy to understand concepts. Ability to analyze existing systems and quickly identify problem areas and recommend improvements. A successful track record of using solid technology skills to develop suitable solutions to build a competitive edge for the organizations. Takes pride in the ability to build high performing teams through strong assessment / selection, individual and team development. Certified in PRINCE2 project management.

PROFESSIONAL EXPERIENCE

Prognos
New York, NY

Project Manager/ Payer Lab Engagement Manager
March 2017 - present

Responsible for on boarding laboratories. Responsibilities include project planning, task assignment, continual status updates while providing leadership in an innovative and fast-paced environment. I take responsibility for the overall planning, execution and success of integrating external lab data into the Prognos infrastructure. This involves working closely with the external labs technical teams and management and the internal engineering team to ensure that the on-boarding process goes smoothly and quickly to ensure the quickest integration of the labs data into our clients reports.
- Primary contact for the external lab technical teams for monitoring transfer of data between the company and the labs.
- Track and provide financial data regarding laboratory billing to the Prognos leadership team.
- Use software engineering expertise to provide additional support to the internal engineering team regarding software architecture of internal systems.

NeoGenomics Laboratories
Fort Myers, FL

Technical Lead/Manager Software Development
June 2014 - March 2017

Responsible for a team of software engineers and a HL7 developer. Responsibilities include project planning, task assignment, code reviews while providing leadership in an innovative and fast-paced environment. I take responsibility for the overall planning, execution and success of complex technical projects at the same time contributing technically to the projects. This involves working closely with the management team to ensure we’re building the best laboratory information system (LIS) for the company.
- Primary developer and architect of a business intelligence solution delivering critical information to users and clients as needed. Combined information from multiple sources including financial (Telcor) using SSIS and SSAS as a reporting source
- Managed HL7 interfaces projects and team. Responsible as lead for implementation and maintenance of over 60 HL7 interfaces using a custom designed HL7 tool written in C#
- Evaluated new reporting tools with the recommendation of Tableau being accepted as our new analytics solution.
- Researched, tested, designed and then implemented a data integration interface replacement between Salesforce and our LIS system that is more advanced and at the same time saved the company $14k per month in costs
- Architected the design of transitioning the legacy LIS system to a cloud based system module by module

Sr. Software Engineer
September 2011 – June 2014
Responsible for the development of enhancements and key applications supporting the company’s laboratory information system, using previous extensive experience to speed up the process of integrating the Agile development model into the organization along with key learnings gained

- Primary developer on the FedEx integration and Macro Transfer windows based applications
- Senior developer responsible for enhancements to the web based laboratory information system, an extensive system which uses web services as its data layer
- Initiated several process improvements including reducing database usage by integrating an automated image resizing method into part of the application

**Intel Corporation**  
Chandler, AZ  
March 1997 – September 2011

**Sr. Software Engineer**

Responsible for the project management and development of key applications supporting critical business needs of the Key resource and subject matter expert on windows applications; VEGA, OUTS and EPT Configuration tool

- Team lead on MyATM web portal project converting existing reports to new MOSS systems using PPS(Performance Point Server) and SSRS
- Senior developer on the OUTS based tool utilization project. Application developed in C# using a 2008 SQL database backend
- A key developer resource on the AEPT(Automated Equipment Performance Tracking) project for implementation on the CAM manufacturing tool station controllers
- Tasked to perform tool monitoring, troubleshooting and SECS/GEM validation internationally
- Monitoring of Actuals team support email, provide initial response and evaluation and entering of defects into Quality Center
- Coordinated with business analysts and report owners to design, develop, document and test the enterprise-wide TEDS standard web-based reporting application
- Designed and implemented the interface to Data warehouse for both group applications and TEDS applications
- Established relations and built consensus across TMGT and Training organizations worldwide to design and develop web-based applications to automate business
- Initiated and directed a global web liaison team responsible for sustaining and improving the TMG Training website. http://tmgt.intel.com
- Maintained/Administered the large and complex AZ based training organizations domain and servers
- Converted personalization section of SCDB to .NET using C#
- Member of BSA .NET working groups Development & Deployment and Core Guidelines.
- Expanded Supply Chain Dashboard application with administrative tools to increase developer productivity including automating account request process reducing turnaround time from 36 hours to average of 7 minutes
  - Wrote unique COM components to meet stringent security requirements for accessing report databases
  - Developed and delivered training materials for overseas team implementation Follow-The Sun support model for SC Dashboard resulting in significant savings in on-call support dollars

**AZ Army National Guard**  
A/422 Expeditionary Signal Battalion  
Casa Grande, AZ  
March 2007 – April 2011

**25S Tactical Satellite Operator/Maintainer**

An expert in advanced satellite technologies in a challenging environment given the responsibility to lead a team to quickly deploy setup and then maintain a complex and secured VOIP and data network.

- Received the Nevada National Guard Commendation medal as Join Network Node (JNN) Team Leader during operation AT 2011 for excellence in technical expertise and leadership
- Operates, maintains and troubleshoots secured and unsecured networking and communications servers, equipment and links for internet and VOIP networks

**EDUCATION & PROFESSIONAL DEVELOPMENT**

**B.S. Aviation Technology**, Embry Riddle University
NAPLES AIRPORT AUTHORITY
NOISE COMPATIBILITY COMMITTEE
APPLICATION FOR VOLUNTEER SERVICE

Name: Cliff Holland

Email: ceholland22@gmail.com

Address: 3135 Leeward Lane Naples FL 34103

Are you a resident of, and domiciled within, the City of Naples and/or Collier County? Yes

If so, how long? 4 yrs

Are you a City of Naples and/or Collier County registered voter? Yes

Do you now hold public office? No

Are you employed by the City of Naples Airport Authority or any other governmental body? No

If so, what is your position?

Are you related to anyone employed by the City of Naples Airport Authority? (Name) No

Do you now, or have you ever, served on the City of Naples Airport Authority Board or its Committees? Yes

If so, what Board or Committee? Current member NAC

Do you currently serve on the Council, Board or any Committee of the City of Naples or Collier County? No

What community activities have you participated in such as Civic Clubs, Neighborhood Organizations, etc.? Vice Chair - Moorings Bayport Owners Assoc

Michael Dugan

Phone 917-214-4067

Address Naples FL

Email mdugan@hightrust.com

I acknowledge that I have received a copy of the Naples Airport Authority Noise Compatibility Committee By-Laws, and understand that regular attendance at meetings is expected. My signature below affirms that all of the information provided above is accurate to the best of my knowledge.

Signature

Date 2/6/19

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Clifford E. Holland  
3135 Leeward Lane Naples, FL 34103 • 908-500-5019 • ceholland22@gmail.com

Professional Experience

Parker Organization  
Chairman of the Board of Trustees (2011-2017)  
- A senior care non-profit organization  
- Grew the organization from 2 to 5 facilities  
- Led rebranding project

Johnson & Johnson, Worldwide Government Affairs & Policy  
Corporate Vice President (2008 – 2014)  
- Reporting directly to Chief Executive Officer  
- Responsible for Worldwide Government Affairs & Policy organization  
- Develop/Implement Johnson & Johnson policy positions worldwide  
- Represent Johnson & Johnson to high level government officials worldwide  
- Member of Regulatory, Compliance and Government Affairs Committee of the Johnson & Johnson Board of Directors  
- Member of Corporate Group Operating Committee

Johnson & Johnson, Ortho-Clinical Diagnostics, Inc.  
Worldwide President (2003 – 2007)  
- Responsible for all aspects of worldwide diagnostics business to include sales and marketing, operations, quality, regulatory, compliance, research and development, customer technical service, information technology, and communications  
- Member of OCD Global Management Board  
- Engineered significant turnaround in terms of sales, gross profit and net income increase

Johnson & Johnson, Ethicon Inc.  
- Responsible for worldwide operations of Ethicon Products  
- Drove worldwide market share in excess of 75% for major product segment  
- Led diversification effort through several major acquisitions  
- Refreshed research and development pipeline to expand into biosurgical and mesh  
- Member of the Ethicon Global Management Board

Additional positions held at Johnson & Johnson, Ethicon Inc:  
President (1998 – 2001)  
General Manager, Ethicon and GYNECARE Products Division (1997 – 1998)  
Sales Representative (1978-1987)

Johnson & Johnson Health Care Systems  
Executive Vice President Sales & Marketing (1995 – 1997)  
- Developed Johnson & Johnson start-up organization  
- Designed/executed new venture in consolidated services  
- Organization focused on strategic account management, logistics, pricing

Johnson & Johnson Hospital Services  
Executive Vice President Sales & Marketing (1987 – 1992)
Personal Information

Education:
- B.S.: Bowling Green University
- Executive Management Courses
  - Northwestern University, J. L. Kellogg Graduate School of Management
  - Duke University, Fuqua School of Business

Honors/Awards/Memberships:
- Vice Chairman of the Board of Trustees for the HealthCare Institute of New Jersey, New Brunswick, NJ (2012-2014)
- Member of the Board of Trustees for Saint Peter's University Hospital, New Brunswick, NJ (2001-2007)
- Member of the Board of Governors for Saint Peter's Healthcare System, New Brunswick, NJ (2007-2013)
- Member of the Board of Directors of the National Committee for U.S.-China Relations (2009-2013)
- Senior Fellow in the Jefferson School of Population Health at Thomas Jefferson University (2008-2014)
- Executive sponsor of the Johnson & Johnson Hispanic Organization for Leadership and Development (2008-2014)
- Noise Compatibility Committee – Naples Airport Authority (2017-present)

References upon request.
NAPLES AIRPORT AUTHORITY
NOISE COMPATIBILITY COMMITTEE
APPLICATION FOR VOLUNTEER SERVICE

Name: Chris Buckley
Email: chrisbuckley1@gmail.com
Address: 1030 3rd Ave S, Unit 314, Naples, FL 34102
Business: Self-employed - Dermatologist

Cell Phone: 859-576-5774

Are you a resident of, and domiciled within, the City of Naples and/or Collier County? Yes
If so, how long? 2 yrs
Are you a City of Naples and/or Collier County registered voter? Yes
Do you now hold public office? No
If so, what office?

Are you employed by the City of Naples Airport Authority or any other governmental body? No
If so, what is your position?

Are you related to anyone employed by the City of Naples Airport Authority? (Name) No
Do you now, or have you ever, served on the City of Naples Airport Authority Board or its Committees? No
If so, what Board or Committee?

Do you currently serve on the Council, Board or any Committee of the City of Naples or Collier County? No
If so, what Council, Board or Committee?

What community activities have you participated in such as Civic Clubs, Neighborhood Organizations, etc.?

Mary Margaret Kober, MD
Phone: 248-840-4858
Email: MMKober@gmail.com

Personal reference

Address

I acknowledge that I have received a copy of the Naples Airport Authority Noise Compatibility Committee By-Laws, and understand that regular attendance at meetings is expected. My signature below affirms that all of the information provided above is accurate to the best of my knowledge.

Signature

Date 02/01/19

PLEASE ATTACH YOUR RESUME and forward it to Ms. Diane Jackson, Director of Communications and Business Development, City of Naples Airport Authority, 160 Aviation Drive North, Naples, FL 34104. You may also fax your application and resume to 239-643-4084. Questions should be directed to 239-643-0733 or djackson@flynaples.com.

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Application for Volunteer Service 1/2/2019
NAPLES AIRPORT AUTHORITY
NOISE COMPATIBILITY COMMITTEE
APPLICATION FOR VOLUNTEER SERVICE

Name: Geri G. Walker  Home Phone: 239-331-4818
Email: geriwalk@qol.com  Cell Phone: 678-910-2091
Address: 500 Riviera Drive, Naples, FL 34103
Business: N/A  Business Phone:
Address:

Are you a resident of, and domiciled within, the City of Naples and/or Collier County? Yes
If so, how long? 9 yrs  Are you a City of Naples and/or Collier County registered voter? Yes
Do you now hold public office? No  If so, what office?  
Are you employed by the City of Naples Airport Authority or any other governmental body? No
If so, what is your position?  
Are you related to anyone employed by the City of Naples Airport Authority? (Name) No
Do you now, or have you ever, served on the City of Naples Airport Authority Board or its Committees? Yes
If so, what Board or Committee? NCC
Do you currently serve on the Council, Board or any Committee of the City of Naples or Collier County? No
If so, what Council, Board or Committee?  
What community activities have you participated in such as Civic Clubs, Neighborhood Organizations, etc.?  
Moorings POA - Moorings Golf & CC, President
Ted Beisler 239-514-7501
Personal reference
9593 Campbell Circle, Naples, FL 34109 tedbeisler@mooringscc.com
Address Email

I acknowledge that I have received a copy of the Naples Airport Authority Noise Compatibility Committee By-Laws, and understand that regular attendance at meetings is expected. My signature below affirms that all of the information provided above is accurate to the best of my knowledge.

Signature geriwalk  Date 13 Feb 19

PLEASE ATTACH YOUR RESUME and forward it to Ms. Diane Jackson, Director of Communications and Business Development, City of Naples Airport Authority, 160 Aviation Drive North, Naples, FL 34104. You may also fax your application and resume to 239-643-4084. Questions should be directed to 239-643-0733 or djackson@flynaples.com.

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Application for Volunteer Service 1/26/2019
Resume of Geri G. Walker
February 10, 2019

Born in Atlanta, Georgia, December 22, 1943
Lived in Atlanta until 1951
Lived in Chattanooga, Tennessee until 1961
Graduated Chattanooga City High School, 1961
Moved to Atlanta, Georgia to attend Georgia Institute of Technology
Graduated Georgia Tech, Bachelor Mechanical Engineering, 1968
National Guard Mohawk Unit, 1968-1975
SE Sales Engineer for Lanham Machinery Company, Atlanta, 1965 - 1989
Lived in Carrollton Georgia, 1979 - 2010
Started new Company manufacturing Bakery Equipment, 1989
President, Director of Sales for Baking Technology Systems 1989 - 2013
Traveled worldwide selling, installing and commissioning equipment
Designed large wholesale bakeries and supplied bakery equipment
Moved to Naples, Florida fulltime, 2010
Retired 2013
President of the Board of Directors, Moorings Golf and Country Club 2018
Joined the NAA Noise Compatibility Committee April 2018.

Regards, Geri G. Walker
Name: Gary Revall  Home Phone: 239-776-9956
Email: gwrevall@aol.com  Cell Phone: 239-776-9956
Address: 356 Bali Ct. Marco Island, FL 34145
Business: n/a  Business Phone: __________
Address: ________________________________

Are you a resident of, and domiciled within, the City of Naples and/or Collier County?  yes
If so, how long?  5.5 years  Are you a City of Naples and/or Collier County registered voter?  yes
Do you now hold public office?  no  If so, what office?  ________________________________
Are you employed by the City of Naples Airport Authority or any other governmental body?  no
If so, what is your position?  ________________________________
Are you related to anyone employed by the City of Naples Airport Authority? (Name)  no
Do you now, or have you ever, served on the City of Naples Airport Authority Board or its Committees?  yes
If so, what Board or Committee?  NCC
Do you currently serve on the Council, Board or any Committee of the City of Naples or Collier County?  no
If so, what Council, Board or Committee?  ________________________________

What community activities have you participated in such as Civic Clubs, Neighborhood Organizations, etc.?

**Marco Island Civic Association (MICA)**

Andre Paquette  239-228-9248
Personal reference  Phone
200 Majorca Circle Marco Island  andrep6@hotmail.com  Email

Address

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[Signature]  2/21/19

**PLEASE ATTACH YOUR RESUME** and forward it to Ms. Diane Jackson, Director of Communications and Business Development, City of Naples Airport Authority, 160 Aviation Drive North, Naples, FL 34104. You may also fax your application and resume to 239-643-4084. Questions should be directed to 239-643-0733 or djackson@flynaples.com.

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Application for Volunteer Service 1/2/2019
Gary Revall  
356 Bali Court  
Marco Island, FL 34145  
239-776-9956  
gwrevall@aol.com

Professional Summary:

Highly trained federal official with strong management abilities and a successful career in both administrative tasks and technical aviation skills. Extensive cooperative experience interacting with airport authorities and city officials. Good understanding of federal protocols, guidelines, and CFR's. Coordinate with non-aviation groups and other government agencies to provide positive, proactive and organized results.

Skills:

Public administration, safety management systems, environmental concerns, and security.

Experience:

Member  
Naples Airport Compatibility Committee  
Naples, Florida  
2015-present

- Advise airport and city leaders on aviation issues.  
- Attend and participate in public meetings and forums.

Support Manager  
AT-2152-IK  
$144,377  
Federal Aviation Administration  
New Orleans, LA  
1997-2014

- Supervise the facility staff specialists, who have expertise in training, airspace, procedures, automation, and quality control. Plan specialists work tasks to achieve facility and national goals via meetings and collaborative effort.  
- Maintain and develop positive business relationships with aviation customer's key personnel.  
- Interact with FAA Washington headquarters personnel on various tasks.  
- Respond to emergency situations, such as natural disasters and hurricanes and restore air traffic services. Interact with all government, military, law enforcement, and civil agencies to save life and property.  
- Act as liaison with Secret Service (USSS), FBI, and other national security organizations.  
- Train new air traffic control specialists and provide recurrent training to all certified professional controllers. Supervise this on a state wide basis.  
- Act as facility expert on all airspace and air traffic control standards.  
- Attend regular meetings with District Manager; attend national management meetings.
• Serve on the airports noise committee with a diverse group of community leaders. Investigate incidents and prepare and deliver presentations on findings. Suggest mitigation strategies and bring about consensus.
• Plan for national aviation events that continually scheduled in the airspace, such as NFL Superbowls, NCAA Football Championships, Sugar Bowl, NCAA Final Four, NBA All-star game, NBAA national fly-in and conference. Meet with representatives of the sports governing bodies and city and community leaders.

Air Traffic Manager
AT-2152-GS13
Federal Aviation Administration
Houma, LA
1996-1997

• Supervise and manage an air traffic control tower and its personnel.
• Perform labor-management negotiations at a local level.
• Serve on the Helicopter Safety Advisory Conference (HSAC) government liaison committee.

Air Traffic Control Specialist
AT-2152-GS13
Federal Aviation Administration
Washington DC, FAA Headquarters
1995-1996

• Specialist assigned to evaluate voice switching systems in regards to human interface factors.
• Travel with engineering staff to vendor’s factories, both domestically and internationally.

Facility Staff Specialist
AT-2152-GS13
Federal Aviation Administration
New Orleans, LA
1992-1995

• Serve as a technical advisor to the air traffic facility managerial staff.

Air Traffic Control Specialist
AT-2152-GS5-13
Federal Aviation Administration
Various locations
1982-1992

• Serve as a full performance level controller at both a tower and radar facility.

Education:
Bachelor of Science, St. Joseph’s University, Philadelphia, PA
1976
FAA Center for Management and Executive Leadership – numerous management & technical courses.

Miscellaneous:
Possess necessary security clearances to aid and support the mission of the United States military.
Certified facilitator, Safety Risk Management
Active community member attending Marco Island City Council meetings.
NAPLES AIRPORT AUTHORITY
NOISE COMPATIBILITY COMMITTEE
APPLICATION FOR VOLUNTEER SERVICE

Name: Harvey Cohen
Email: hwcohen@gmail.com
Address: 4590 Merganser Court, Naples, FL 34119

Home Phone: 
Cell Phone: 410-493-1836
Business Phone: 

Business:

Address:

Are you a resident of, and domiciled within, the City of Naples and/or Collier County? Yes
If so, how long? 4+ years
Are you a City of Naples and/or Collier County registered voter? Yes
Do you now hold public office? No
If so, what office?

Are you employed by the City of Naples Airport Authority or any other governmental body? No
If so, what is your position?

Are you related to anyone employed by the City of Naples Airport Authority? (Name) No
Do you now, or have you ever, served on the City of Naples Airport Authority Board or its Committees? No
If so, what Board or Committee?

Do you currently serve on the Council, Board or any Committee of the City of Naples or Collier County? No
If so, what Council, Board or Committee?

What community activities have you participated in such as Civic Clubs, Neighborhood Organizations, etc.?

Chapin Food Bank, Jewish Federation of Greater Naples
Arthur Seigel, MD
Personal reference
239-207-0805
NAPLES, FL
Amseigel@gmail.com
Address

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Signature

Date: 2/26/2019

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Application for Volunteer Service 1/2/2019
Harvey W. Cohen
4590 Merganser Court
Naples, FL 34119

In the summer of 2002, at the age of 57, I took a job which would change my life. Knowing nothing about general aviation, I was hired to ramp up fundraising for the Air Safety Foundation of the Aircraft Owners & Pilots Association. I was a technically capable fundraiser but had much to learn. I was rapidly hooked on aviation & on flying. Proudly, I became AOPA’s first certificated Sport Pilot. In hanger 1114 here at KAPF you’ll find my Vans RV12 fueled and ready. I’m a member of AOPA, EAA (local and national) and Naples Pilots Association.

At AOPA, between 2002 and 2014, I was able to increase fundraising revenue from $2 million to $6 million annually, and launch a comprehensive AOPA Foundation to address a wider range of challenges. Shortly after retiring and moving to Naples I was lured back to work part-time by the Wings Club Foundation of NY charged with raising $5,000,000 in three years for a new scholarship endowment. I got to learn something of the huge world of commercial aviation. We reached our goal just one week short of the target date. I anticipate ‘trying to’ retire again by the end of this year.

I graduated Duquesne University with a degree in secondary history education but quickly discovered I preferred adult workforce education. After six years of building and running vocational oriented schooling programs, I stumbled into fundraising. If I had a calling, this was it. I enjoyed building and running development programs in various non-profit venues primarily higher education and medical research. In addition, I earned an MA in Human Development from Saint Mary’s University, Minnesota and was selected to participate in the Johns Hopkins Fellows in Change Management.

I volunteer with the Jewish Federation of Greater Naples, and recently named the incoming chair of the Israel Advocacy Committee. With my wife Katie, we do food distribution for the Harry Chapin Food Bank. If selected to serve on the NCC, I feel this trifecta will channel my desire to give-back for the good fortune I’ve received.
NAPLES AIRPORT AUTHORITY
NOISE COMPATIBILITY COMMITTEE
APPLICATION FOR VOLUNTEER SERVICE

Name: David A. MacGregor Jr.  Home Phone: 239-455-4214
Email: DMACJR@aol.com  Cell Phone: 239-293-9369
Address: 640 21st Street S.W., Naples, Florida 34117
Business: N/A  Business Phone: N/A
Address: N/A

Are you a resident of, and domiciled within, the City of Naples and/or Collier County? Collier County
If so, how long? 38 1/2 years  Are you a City of Naples and/or Collier County registered voter? Collier
Do you now hold public office? No  If so, what office? N/A
Are you employed by the City of Naples Airport Authority or any other governmental body? No
If so, what is your position? N/A
Are you related to anyone employed by the City of Naples Airport Authority? (Name) No
Do you now, or have you ever, served on the City of Naples Airport Authority Board or its Committees? No
If so, what Board or Committee? N/A
Do you currently serve on the Council, Board or any Committee of the City of Naples or Collier County? No
If so, what Council, Board or Committee? N/A

What community activities have you participated in such as Civic Clubs, Neighborhood Organizations, etc.?

Boy Scout Leader 1997 thru 2014, School Advisory Councils for Gulf Coast High School, Pelmetto Ridge High School, Certified Florida FWC Volunteer Hunter Safety Instructor

Ted Brousseau  239-877-4348
Personal reference
Naples Florida
Address

I acknowledge that I have received a copy of the Naples Airport Authority Noise Compatibility Committee By-Laws, and understand that regular attendance at meetings is expected. My signature below affirms that all of the information provided above is accurate to the best of my knowledge.

Signature  Date

02/17/19

PLEASE ATTACH YOUR RESUME and forward it to Ms. Diane Jackson, Director of Communications and Business Development, City of Naples Airport Authority, 160 Aviation Drive North, Naples, FL 34104. You may also fax your application and resume to 239-643-4084. Questions should be directed to 239-643-0733 or djackson@flynaples.com.

Florida has a very broad public records law. Most written communications to or from Naples Airport Authority officials and employees regarding Authority business are public records available to the public and media upon request. Your communications and contact information may therefore be subject to public disclosure.
David A. MacGregor Jr.

640 21st Street S.W. Naples, Florida 34117

239-455-4214

OBJECTIVE

Seeking to fill the vacant County At Large Seat on the Naples Airport Authority Noise Compatibility Committee

EDUCATION

Hillsboro-Deering High School, Hillsboro, NH Graduated June 1974

Nathaniel Hawthorne College, Antrim, NH 1974-1980

Associate Degree in Professional Pilot & Aviation Administration

Bachelor of Science Degree in Business Administration

FAA Cert’s

Airframe & Powerplant Mechanic

Commercial-Instrument, Multi-Engine Land Pilot

PAST EMPLOYERS

Golden Gate Fire & Rescue July 1986 - December 2011

Fire Fighter/EMT Retired December 2011


Aircraft Mechanic, Shift Supervisor, Aircraft Inspector


Aircraft Mechanic, Foreman in Charge of Maintenance Scheduling

RELATED EXPERIENCE

I have been involved in the aviation industry for the last 45+ years as a general aviation pilot, as an A & P aircraft mechanic in both general aviation and in Part 121 air carrier operations, an aircraft owner & operator. I have been involved with Naples Airport in many forms for the last 38+ years, as I have lived in Collier County since July of 1980, as a full time resident, land/home owner, as well as being a registered voter in Collier County.

PERSONAL

Currently retired, enjoy living in SWFL, own my own home, fly my personal aircraft, (that is hangered at Naples Airport since Jan 2015) on a very regular basis in and out of Naples Airport.

REFERENCE

See the application for the Naples Airport Noise Committee as attached
To: Honorable Chair and Commissioners

From: Christopher A. Rozansky, Executive Director

By: Diane Jackson, Director of Communications and Business Development

Meeting Date: March 21, 2019

Re: ACTION ITEM

1. Noise Compatibility Committee Member Selection

SUMMARY: Board appointment of the following Noise Compatibility Committee Member representatives:

- One member from the Airport's northwest quadrant area, that area extending north and west from the intersection of Airport Pulling Road and Radio Road, and north of Fifth Avenue North, inclusive of Avion Park and Bear's Paw (Northwest Quadrant)

- At large member who is a resident of the City of Naples (City at large)

- At large member who is a resident of Collier County outside the City of Naples (County at large)

BACKGROUND: The terms of the members that sit on the Northwest Quadrant, City at large and County at large expire March 31, 2019. The selected applicants will serve a four-year term through March 31, 2023, effective upon appointment.
Seven applications were received and are eligible for the following seats:

<table>
<thead>
<tr>
<th>Name of Applicant</th>
<th>Address</th>
<th>Northwest Quadrant</th>
<th>City at large</th>
<th>County at large</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Chris Auron</td>
<td>1184 Broad Ave North, Naples</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>2 Cliff Holland</td>
<td>3135 Leeward Lane, Naples</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>3 Chris Buckley</td>
<td>1030 3rd Avenue South, Unit 314, Naples</td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>4 Geri Walker</td>
<td>500 Riviera Drive, Naples</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>5 Gary Revall</td>
<td>356 Bali Ct., Marco Island</td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>6 Harvey Cohen</td>
<td>4590 Mesgansee Court, Naples</td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>7 David MacGregor</td>
<td>640 21st Street S.W., Naples</td>
<td></td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

**COMMUNICATIONS PLAN:** A news release will be issued announcing the appointments.

**FINANCIAL IMPACT:** Not applicable for this item.
To: Honorable Chair and Commissioners

From: Christopher A. Rozansky, Executive Director

By: Kerry Keith, Senior Director of Airport Development and Facilities

Meeting Date: March 21, 2019

Re: ACTION ITEM

2. Board Approval of the Consultant Selection Committee Ranking of Firms for On Call General Engineering Consultant Services

Summary: Board approval of the Consultant Selection Committee Ranking of three (3) firms interviewed to provide On Call General Engineering Consultant Services at the Naples Airport.

BACKGROUND: In compliance with State of Florida requirements, a Request for Qualifications (RFQ) for the On Call General Engineering Consultant firm was issued on January 11, 2019. The RFQ was advertised and posted to our website.

Respondents had until February 11, 2019 to submit their response. Three (3) proposals were received and determined to meet minimum qualifications.

On March 5, 2019, the Consultant Selection Committee interviewed the three (3) firms, and ranked them as follows:

1. Hanson Professional Services, Inc.
2. EG Solutions, Inc.
3. Hole Montes, Inc.

There was discussion following the interviews regarding the complimentary qualifications of the two top ranked firms and the increasing demand for a variety of on-call engineering services.

Pending Board approval of the ranking, staff will commence negotiations with the intention of presenting two (2) contracts for Board approval at the April 2019 Regular meeting.

COMMUNICATIONS PLAN: The finalists have been notified of the final ranking, and the results will be posted on our web site.

FINANCIAL IMPACT: There is no financial impact involved with this approval.
To: Honorable Chair and Commissioners

From: Christopher A. Rozansky, Executive Director

By: Diane Jackson, Director of Communications and Business Development

Meeting Date: March 21, 2019

Re: ACTION ITEM

3. Authorization for the Executive Director to Execute a Professional Services Agreement with Environmental Science Associates (ESA) for Noise Consulting Services

SUMMARY: Board authorization for the Executive Director to execute a Professional Services Agreement with Environmental Science Associates (ESA) for Noise Consulting Services.

BACKGROUND: Following Board approval of the Consultant Selection Committee rankings for noise consulting services as follows: 1) ESA and 2) HMMH at the February Regular Meeting, staff negotiated a scope of work and a fee schedule for on-call noise consulting services. The term of this agreement is for five (5) years.

On call services include technical support on noise related matters, preparation and presentations at public meetings for noise-related matters, provide outreach assistance and recommendations as needed and other related tasks requested by the Naples Airport Authority. Staff is working with ESA for a separate, detailed scope of work for a Part 150 Noise Study.

COMMUNICATIONS PLAN: Not applicable at this time.

FINANCIAL IMPACT: The Noise Consultant Services were anticipated in the FY2019 Budget.
PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made effective as of the 21st day of March, 2019 (the "Effective Date") by and between the CITY OF NAPLES AIRPORT AUTHORITY, a political subdivision of the State of Florida (the "Authority"), and Environmental Science Associates (ESA), a California Corporation authorized to transact business in the State of Florida (the "Professional") (collectively, the "Parties").

RECITALS

A. The Professional is an environmental consulting firm.

B. The Professional maintains insurance coverage as required under Paragraph 8 of this Agreement and has provided certificates of insurance evidencing all such insurance to the Authority.

C. The Authority anticipates instructing Professional to perform and provide the specific services described in Exhibit A attached hereto and made a part of this Agreement (the "Services").

D. Professional represents and warrants it is willing and fully competent to perform the Services pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements set forth under this Agreement, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Authority and Professional agree as follows:

TERMS

1. Services. This Agreement sets forth the general terms and conditions under which Professional shall perform and provide the Services for the Authority as the Authority instructs from time to time. The precise Services to be performed by Professional for the Authority, and the term of this Agreement or deadline for satisfactory completion of all of the Services by Professional (the "Deadline For Satisfactory Completion"), are fully described and set forth in Exhibit A.

2. Term. The term of this Agreement is from the Effective Date until terminated as provided herein. Notwithstanding anything in this Agreement to the contrary, the Authority shall have the exclusive right to terminate this Agreement, without charge or penalty, at any time and for any reason, without charge or penalty, in its sole discretion, upon thirty (30) days written notice to Professional. In the event of such termination by the Authority, (a) Professional shall be entitled to a pro-rata amount of any compensation earned under this Agreement but not paid prior to the date of termination and (b) the Authority shall be entitled to a pro-rata refund of any unearned compensation subsequent to the date of termination paid in advance to Professional hereunder.

3. Termination Event. Notwithstanding anything in this Agreement to the contrary, upon the occurrence of any of the following events (each individually a "Termination Event"), all of the rights and privileges of Professional hereunder shall, at the Authority’s sole option, cease to exist and this Agreement shall automatically terminate:

(a) Professional fails to strictly comply with, fulfill, perform, keep or observe any of Professional’s obligations, covenants or conditions under this Agreement within five (5) days after written demand from the Authority, time being of the essence;
(b) Professional makes any (i) intentional misrepresentation or (ii) unintentional yet material misrepresentation under this Agreement or other instrument or document delivered pursuant hereto;

(c) the loss of any of Professional’s licenses, registrations or permits necessary to perform the Services or other obligations under this Agreement;

(d) the appointment of a receiver to take possession, or the attachment, execution, or other judicial seizure, of all or any part of Professional’s assets or business;

(e) the Authority determines, in its reasonable discretion, that Professional is or will be unable to pay its debts as they become due in the ordinary course of Professional’s business; or

(f) any voluntary or involuntary petition, or similar pleading, under any bankruptcy act, filed by or against Professional, or any other voluntary or involuntary proceeding in any court instituted to declare Professional insolvent or unable to pay its debts. In the event that under applicable law the trustee in bankruptcy or Professional has the right to affirm this Agreement and continue to perform the obligations of Professional hereunder, such trustee or Professional shall, in such time period as may be permitted by the applicable court having jurisdiction, cure all defaults of Professional hereunder outstanding as of the date of the affirmance of this Agreement and provide to the Authority such adequate security and assurances as may be necessary to ensure the Authority the continued performance of Professional's obligations under this Agreement. Further, the Authority shall receive all of the protections available to creditors under the United States Bankruptcy Code including, but not limited to, section 365 thereof, as amended from time to time.

No right, power or remedy conferred upon or reserved to the Authority under this Agreement is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity or by statute.

Notwithstanding anything in this Agreement to the contrary, upon a Termination Event, the Authority may retain all payments due to Professional at the date of termination until all of the Authority’s damages have been established and deducted from payments due.

4. **Duties of Professional.** Professional shall perform and complete all of the Services on or before the Deadline For Satisfactory Completion to the satisfaction of the Authority in a good and professional manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. In addition, Professional shall:

(a) furnish all of the expertise, management, information, assistance and other requirements necessary to perform the Services to the Authority’s satisfaction;

(b) furnish such professional and support staff, equipment and supplies, if any, as may be specifically required to perform the Services to the Authority’s satisfaction;

(c) deliver to the Authority all memoranda, reports, notes, analyses, documents and other instruments as may be reasonably requested from time to time by the Authority relating to the performance of the Services and Professional’s other obligations under this Agreement;

(d) provide the Authority with prompt notification of any anticipated delays or
difficulties in the performance of the Services;

(e) designate one or more individuals to act on behalf of Professional with respect to the Services and with whom the Authority may confer with respect to the Services; and

(f) at all times conduct itself in a professional and cooperative manner in the discharge of its obligations under this Agreement.

Professional covenants and agrees with the Authority that should Professional at any time become aware of any act, occurrence or omission on the part of the Authority or the Authority’s commissioners, officers, employees, insurers, attorneys, agents, lessees, licensees, invitees, successors and assigns which Professional believes or has reason to suspect may give rise to a claim by Professional of bad faith, negligence, fraud or any other form of liability against the Authority, Professional shall advise the Authority in writing of such claim or potential claim within a reasonable period of time not to exceed thirty (30) days of its discovery, or Professional shall be deemed to have waived the claim and be forever barred from asserting that claim or a related claim against the Authority. The purpose of this provision is to promptly advise the Authority of any potential claim and to allow the Authority to immediately investigate, and, if necessary, remedy the allegation. Professional agrees that its failure to notify the Authority of a claim or potential claim within a reasonable period of time of its discovery not to exceed thirty (30) days shall be a complete bar to the pursuit of such claim against the Authority and the Authority’s past and present commissioners, officers, employees, insurers, attorneys, agents, lessees, licensees, invitees, successors and assigns, in their individual and representative capacities.

5. Work Made for Hire; Assignment. All work product, research, notes, drawings, blueprints, models, reports, analyses, documents, instruments, data and other information prepared by Professional in connection with the Services (collectively the “Work”) shall be deemed work made for hire and made in the course of the Services rendered under this Agreement. To the extent that the Work may not be considered work made for hire, all right, title and interest in the Work is hereby irrevocably assigned to the Authority by Professional. As such, the Work shall belong exclusively to the Authority.

6. Compensation and Written Invoices.

(a) Subject to the terms and conditions of this Agreement, the Authority shall pay Professional for the performance and completion of the Services at the rates and in the manner set forth in Exhibit A. Upon completion and acceptance of the Services in accordance with the terms and conditions of this Agreement to the satisfaction of the Authority, Professional shall send the Authority a written invoice detailing the time and authorized charges for such Services. All such written invoices are payable within sixty (60) days of receipt by the Authority.

(b) Notwithstanding anything in this Agreement to the contrary, should Professional fail to commence, provide, perform or complete any of the Services in a timely and diligent manner, in addition to any other rights or remedies available to the Authority, including the rights specified under Paragraphs 2 and 3 herein, the Authority, in its sole discretion, may withhold any and all payments due and owing to Professional until such time as Professional resumes performance of its obligations in such a manner so as to satisfy the Authority.

(c) After being paid by the Authority, Professional shall immediately pay all subcontractors who have submitted invoices for work already performed. If applicable, Professional shall strictly comply with the provisions of Florida Statute sections 255.071 through 255.078. Failure of Professional to pay any subcontractors shall, at the Authority’s option, be considered a material breach of this Agreement and, therefore, a Termination Event hereunder.
7. **Licenses.** Professional represents and warrants to the Authority that it has the resources and expertise necessary to complete the Services in accordance with the terms and conditions of this Agreement. Professional agrees to obtain and maintain throughout the entire term of this Agreement all licenses, registrations and permits as are required to transact business in the United States, State of Florida, Collier County and the City of Naples, including, but not limited to, all licenses and permits required by the respective federal and state boards and other governmental agencies responsible for regulating and licensing the Services to be provided by Professional. The employees, personnel, subcontractors and agents assigned by Professional to perform the Services shall be qualified to perform the assigned duties and shall be individually licensed, registered and permitted to perform such duties if required by applicable law. Upon request of the Authority, Professional shall provide the Authority with copies of all applicable licenses, registrations and permits of Professional and Professional’s employees, personnel, subcontractors and agents required under this Paragraph 7.

8. **Insurance.** Professional shall maintain all of the insurance coverage set forth in this Paragraph 8 uninterrupted at all times while Professional is providing Services under this Agreement. In the event Professional becomes in default of any of the insurance requirements hereunder, the Authority reserves the right to take whatever legal actions are deemed necessary to protect its interest. Professional agrees that, to the fullest extent available, all insurance policies required hereunder shall provide that the Authority is an additional insured.

(a) **Workers’ Compensation / Employer’s Liability.** Professional shall maintain workers’ compensation/employer’s liability insurance, and the minimum limits of such insurance, inclusive of any amount provided by an umbrella or excess policy, shall be:

<table>
<thead>
<tr>
<th>Part One:</th>
<th>&quot;Statutory&quot;</th>
</tr>
</thead>
<tbody>
<tr>
<td>Part Two:</td>
<td></td>
</tr>
<tr>
<td>Each Accident</td>
<td>$100,000</td>
</tr>
<tr>
<td>Disease – Policy Limit</td>
<td>$500,000</td>
</tr>
<tr>
<td>Disease – Each Employee</td>
<td>$100,000</td>
</tr>
</tbody>
</table>

(b) **Commercial General Liability.** Professional shall maintain commercial general liability insurance (or broad form property damage covering all Services and other work performed by Professional pursuant to this Agreement), and the minimum limits of such insurance, inclusive of any amounts provided by an umbrella or excess policy, without exclusion for independent contractors, shall be:

| General Aggregate          | $1,000,000  |
| Each Occurrence            | $1,000,000  |
| Personal and Advertising Injury | $1,000,000 |
| Products and Completed Operations | $1,000,000 |

The insurance required under this Paragraph 8(b) shall include coverage for liability resulting out of, or in connection with, ongoing operations performed by, or on behalf of, Professional under this Agreement or the use or occupancy of the Authority premises by, or on behalf of, Professional in connection with this Agreement.

(c) **Business Auto Liability.** Professional shall maintain business auto liability insurance (for all owned, hired and non-owned vehicles), and the minimum limits of such insurance, inclusive of any amounts provided by an umbrella or excess policy, shall be:
Each Occurrence - Bodily Injury and Property Damage Combined $1,000,000

(d) **Professional Liability/Malpractice.** Professional shall maintain professional liability/malpractice insurance, and the minimum limits of such insurance, inclusive of any amounts provided by an umbrella or excess policy, shall be:

Each Occurrence $1,000,000
Annual Aggregate $2,000,000

The insurance required under this Paragraph 8(d) shall (i) include coverage for all Services and other work of Professional, including, but not limited to, areas with possible environmental impact, without any exclusions unless approved in writing by the Authority’s Executive Director, and (ii) notwithstanding anything herein to the contrary, be maintained and continued for a minimum uninterrupted period of four (4) years following the later of completion of all of the Services by Professional or termination of this Agreement.

(e) **General Requirements.** Renewal certificates evidencing all of the insurance required under this Paragraph 8 shall be sent by Professional to the Authority thirty (30) days prior to the expiration date of each applicable insurance policy. Each insurance policy required under this Paragraph 8 shall provide that the Authority shall receive at least thirty (30) days prior written notice in the event of any cancellation or modification of any insurance coverage. No insurance coverage required hereunder shall have a deductible amount in excess of $50,000 without the prior written approval of the Authority’s Executive Director. All insurance coverage of Professional shall be in addition to, and shall in no way be construed to be a limitation of, Professional’s indemnification and other obligations to the Authority under Paragraph 9 of this Agreement. It is expressly agreed that Professional’s policies of insurance required under this Paragraph 8 shall be primary over any insurance which the Authority may maintain or carry, and that Professional shall obtain from its insurers an endorsement waiving any other insurance clauses which may be in conflict with this provision, and evidence of such waiver shall be indicated on all insurance policies or certificates of insurance furnished to the Authority. Professional shall be responsible and liable for insuring that all of Professional’s employees, personnel, subcontractors, agents, licensees or invitees who perform any of the Services carry and comply with the same insurance coverage and requirements required of Professional under this Paragraph 8. Upon the request of the Authority, Professional shall deliver to the Authority copies of all insurance policies required hereunder.

9. **Indemnification.** To the fullest extent permitted by applicable law, Professional shall indemnify, defend and hold harmless the Authority and the Authority’s past and present commissioners, officers, employees, insurers, attorneys, agents, lessees, licensees, invitees, successors and assigns, in both their individual and representative capacities, from and against any and all liabilities, damages, losses, penalties, causes of action, claims, demands and costs, including, but not limited to, reasonable attorneys’ fees and expenses of defense (through all appeals), arising out of or in connection with (a) the negligent performance of the Services or other work performed by Professional pursuant to this Agreement, (b) the failure to fulfill any and all responsibilities, covenants and obligations of Professional under this Agreement and (c) any negligent act or omission of Professional or Professional’s employees, personnel, subcontractors, agents, licensees or invitees. Nothing contained herein will be construed as a waiver of any immunity or limitation of liability the Authority may have under the doctrine of sovereign immunity under Florida Statute section 768.28 or otherwise. The Authority reserves the right, at its option, to participate in the defense of any suit, without relieving Professional of any of its obligations hereunder. The obligations of this Paragraph 9 will survive termination of this Agreement and will not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. If the provisions of this Paragraph 9 are found to conflict in any way with
Florida or other governing law, then this Paragraph 9 will be considered modified by such laws to the extent necessary to remedy the conflict.

This Paragraph 9 shall also pertain to any claims brought against the Authority by any of Professional’s employees, personnel, subcontractors, agents, licensees and invitees and any other party claiming by or through Professional. Professional’s obligations under this Paragraph 9 shall not be limited in any way by Professional’s limit or lack of sufficient insurance protection.

10. **Rules and Regulations.** In performing the Services, Professional shall comply with each of the following:

   (a) any and all of the Authority’s (i) Rules and Regulations of the Naples Municipal Airport, Naples, Florida, as amended, (ii) regulatory and compliance regulations, as amended, and (iii) procedures, rules and other requirements on file in the offices of the Executive Director of the Authority or as hereafter promulgated, established or amended from time to time by the Authority in its sole discretion (collectively the “Airport Rules And Regulations”). The Airport Rules and Regulations are incorporated herein by reference and made a part of this Agreement. Upon request, Professional shall have the right to review any of the Airport Rules and Regulations during regular business hours at the offices of the Executive Director of the Authority; and

   (b) any and all applicable laws, statues, ordinances, codes, rules, regulations, orders, and governmental permits and requirements.

11. **No Waiver.** The failure of the Authority to enforce at any time, or for any period of time, any one or more of the provisions of this Agreement shall not be construed to be, and shall not be, a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision. The waiver by the Authority of a breach of any provision of this Agreement shall not be deemed a continuing waiver, or a waiver of any subsequent breach of the same or any other provision hereof.

12. **Severability.** The invalidity of any one or more of the provisions of this Agreement shall not affect the enforceability of any or all of the remaining provisions hereof, all of which are included conditionally upon being valid in law, and, in the event that any one or more of the provisions of this Agreement shall be declared invalid, this Agreement shall be construed as if such invalid provisions had not been included.

13. **No Assignment.** Professional shall not voluntarily, involuntarily or by operation of law assign, transfer or otherwise encumber this Agreement, or any rights or privileges of Professional hereunder, in whole or in part, without first obtaining in each and every instance the prior written consent of the Authority, which consent may be granted or withheld in the Authority’s sole discretion for any reason whatsoever. Any assignment, transfer or encumbrance contrary to the foregoing shall be a material default and, therefore, a Termination Event under this Agreement.

14. **Independent Professional.** Neither Professional nor Professional’s employees, personnel, subcontractors, agents, licensees and invitees shall be deemed to be a servant, employee, partner or joint venturer of the Authority. Professional shall perform the Services and its obligations under this Agreement as an independent contractor. Neither Professional nor Professional’s employees, personnel, subcontractors, agents, licensees and invitees shall hold themselves out as having the power or authority to bind or create liability for the Authority. Professional shall not be treated as an employee for purposes of FICA, FUTA, federal, state or local income tax, and Professional shall be responsible for its own employment, social security and other tax payments, as well as any other statutorily required coverage,
including insurance.

15. **Notices.** All notices and communications under this Agreement shall be in writing and shall be delivered by hand, by nationally recognized overnight courier or by certified United States mail, return receipt requested, to the respective Parties as follows:

   **As to the Authority:**  
   City of Naples Airport Authority  
   Attention: Christopher A. Rozansky, Executive Director  
   160 Aviation Drive North  
   Naples, Florida 34104

   **With Copy to the Authority’s Attorney:**  
   William L. Owens, Esq.  
   Bond, Schoeneck & King, PLLC  
   4001 Tamiami Trail North, Suite 250  
   Naples, Florida 34103

   **As to Professional:**  
   Environmental Science Associates

Notice shall be deemed conveyed upon personal delivery or receipt confirmation. Either Party may change its mailing address by giving written notice to the other Party in accordance with the requirements of this Paragraph 15.

16. **Attorneys’ Fees.** In the event of any controversy, claim, dispute or litigation relating to this Agreement, or the breach hereof, the prevailing Party shall be entitled to recover from the non-prevailing Party the prevailing Party’s costs and expenses, including, without limitation, reasonable attorneys’ fees (through all appeals).

17. **Governing Law and Venue.** This Agreement shall be interpreted under, and its performance governed by, the laws of the State of Florida (excluding any conflict of law rule or principle that would refer to the laws of another jurisdiction). Each Party irrevocably submits to the jurisdiction of the Circuit Court of the State of Florida, Collier County, in any action or proceeding arising out of or relating to this Agreement, and each Party hereby irrevocably agrees that all claims with respect to any such action or proceeding must be brought and defended in such court; provided, however, that matters which are under the exclusive jurisdiction of the Federal courts shall be brought in the Federal District Court for the Middle District of Florida. Each Party consents to service of process by any means authorized by the applicable law of the forum in any action brought under or arising out of this Agreement, and each Party irrevocably waives, to the fullest extent each may effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court. PROFESSIONAL AND THE AUTHORITY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE, TO THE FULLEST EXTENT IT MAY LEGALLY AND EFFECTIVELY DO SO, TRIAL BY JURY IN ANY SUIT, ACTION OR PROCEEDING ARISING UNDER THIS AGREEMENT.

18. **Paragraph Headings.** None of the Paragraph headings of this Agreement shall be construed as a limitation upon the provisions hereof. Paragraph headings having been inserted as a guide and partial index and not as a complete index of the contents of any Paragraph or other provision of this Agreement. Whenever the singular or plural number, or the masculine or feminine or neuter gender, is used in this
Agreement, it shall equally include the other.

19. **Counterparts.** This Agreement may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same Agreement. Delivery of an executed signature page by facsimile or electronic mail shall be as effective as delivery of a manually signed counterpart.

20. **No Modification.** No modification or change to this Agreement shall be valid or binding upon the Parties unless in writing and executed by the Party or Parties intended to be bound by it.

21. **Encumbrances.** Professional hereby covenants and agrees that all of Professional’s rights and privileges under this Agreement are subject and subordinate to any and all rights, liens, licenses, leases, tenancies, mortgages, uses, encumbrances and other restrictions which may now or hereafter bind the Authority or encumber the Naples Municipal Airport, and to all renewals, modifications and extensions thereof. In addition, this Agreement shall be subject and subordinate to all of the provisions and obligations of the Authority under any existing or future laws, regulations, grant assurances, requirements or agreements by, from or with the United States Government or other governmental authority compliance with or the execution of which has been or will be required as a condition precedent to the operation (or granting of Federal or other governmental funds for the development) of the Authority or Naples Municipal Airport. Professional shall, upon request of the Authority, execute any subordination documents which the Authority may deem necessary, but no such documents shall be required to effectuate the subordination by Professional under this Paragraph 21.

22. **Further Assurances.** From and after the execution and delivery of this Agreement, Professional shall cooperate with the Authority in taking such actions, executing such instruments and granting such rights as may be reasonably necessary or requested by the Authority to effectuate the purposes of this Agreement or to evidence or perfect the rights and privileges granted and the obligations assumed hereunder.

23. **No Third Party Beneficiary Intended.** This Agreement is made solely for the benefit of Professional and the Authority, and their respective successors and assigns permitted hereunder, and no other person or entity shall have or acquire any right by virtue of this Agreement.

24. **FAA Required Provisions.** See attached Exhibit B, incorporated herein

25. **Florida’s Required Provisions.** See attached Exhibit C, incorporated herein

26. ** Entire Agreement.** This Agreement represents the entire Agreement between Professional and the Authority and supersedes all prior agreements, oral or written, and all other communications relating to the subject matter hereof. Each Party has had the opportunity to review with counsel the terms of this Agreement and to negotiate the same. Therefore, any ambiguity in this Agreement shall not be construed against either Party by virtue of having drafted this Agreement.
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

AUTHORITY:

CITY OF NAPLES AIRPORT AUTHORITY,
a political subdivision of the State of Florida

ATTEST:

Christopher A. Rozansky
Executive Director

Approved as to form and legal sufficiency by:

William L. Owens, Esq.
Counsel to the Authority

PROFESSIONAL:

Environmental Science Associates,
a California Corporation

By: 
Print Name: Michael Arnold
Print Title: Senior Vice President
Exhibit A

Description of Services: In addition to all of the obligations of Professional hereunder, the Services to be performed and provided by Professional pursuant to this Agreement are described in Schedule 1 (titled “Scope of Services”) attached hereto and made a part of this Agreement. Professional shall be engaged specifically to perform the Part 150 Noise and Land Use Compatibility study as described in Schedule 1. Professional shall also be engaged on a continuing contract/on-call basis for performing noise consulting services in accordance with applicable law, meaning that the Authority may request Professional perform additional specific noise consulting services throughout the term of this Agreement. Professional shall submit to Authority a quote for the cost of the specific project and the time necessary to complete the project. The Authority may, in its sole discretion, choose to accept or reject the services. No costs shall be incurred by the Authority until such cost is authorized by the Authority in writing. Each service authorized hereunder shall be subject to applicable law.

Deadline For Satisfactory Completion: Except as otherwise provided in this Agreement, the Deadline For Satisfactory Completion of all of the Services by Professional is March 20, 2024, unless this Agreement is renewed by the Authority in its sole discretion.

The term of this agreement is for five (5) years commencing March 21, 2019.

Rates and Manner of Compensation: A description and breakdown of the services and expense categories are described in Schedule 2 (titled “Rates”) attached hereto and made a part of this Agreement. Any services hereunder shall be performed only upon written authorization of the Authority. All quotes, offers, and estimates by Professional shall include the cost of the services and the time necessary to complete the services.

Other Provisions and Obligations of Professional: In addition to the Professional’s obligations set forth herein and all common law duties, Professional shall: Follow Travel reimbursement in accordance with the NAA’s Business Travel procedures.
Schedule 1: Scope of Services

**Description of Services:** ESA will provide noise-related consulting services to the Naples Airport Authority on an on-call basis.

**Conduct Part 150 Noise and Land Use Compatibility Study**
This task involves all tasks required under a detailed task order to conduct a Part 150 Noise and Land Use Compatibility Study. These include but may not be limited to the following:

- Conduct a community outreach program
- Evaluation of existing conditions
- Update current and future noise contours
- Provide an analysis of impacted noise sensitive and incompatible land use areas
- Evaluate noise impacts in areas above DNL 60 dB
- Prepare Revised NEM documentation
- Evaluate the existing NCP measures
- Evaluate land use measures for possible modification
- Evaluate noise abatement measures for possible modification
- Prepare project working papers, maps, reports, exhibits and a combined list of recommended alternatives for FAA review and approval
- Provide other associated services related to conducting the Part 150 Study
- Grant administration

**Noise Compatibility Committee and Other Meetings**
This task involves providing meeting support for the Noise Compatibility Committee and other meetings on an as needed basis including the following services:

- Preparation for meetings
- Attendance at meetings
- Preparation and presentations for public meetings for noise-related matters
- Provide technical support to the Authority and assist staff at public meetings as needed
- Follow-up on noise-related matters
- Other related tasks as requested

**On-Call and General Consulting Services**
This task involves providing a variety of noise consulting services on an as needed basis including, but not limited to the following services:

- Provide technical support to the Authority regarding FAA, other agencies and other parties related to noise
- Provide outreach program assistance and recommendations
- Provide noise and airspace planning services as requested
- Provide air traffic planning services
- Evaluate and provide recommendations for noise mitigation options
- Prepare noise contour updates as requested
- Provide staff training and support
- Other related tasks as requested
Schedule 2: Rates

ESA Rates: ESA rates shall be as follows:

<table>
<thead>
<tr>
<th>POSITION DESCRIPTION</th>
<th>HOURLY RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior Director III</td>
<td>$300</td>
</tr>
<tr>
<td>Senior Director II</td>
<td>$280</td>
</tr>
<tr>
<td>Senior Director I</td>
<td>$265</td>
</tr>
<tr>
<td>Director III</td>
<td>$240</td>
</tr>
<tr>
<td>Director II</td>
<td>$225</td>
</tr>
<tr>
<td>Director I</td>
<td>$210</td>
</tr>
<tr>
<td>Managing Associate III</td>
<td>$205</td>
</tr>
<tr>
<td>Managing Associate II</td>
<td>$190</td>
</tr>
<tr>
<td>Managing Associate I</td>
<td>$175</td>
</tr>
<tr>
<td>Senior Associate III</td>
<td>$170</td>
</tr>
<tr>
<td>Senior Associate II</td>
<td>$160</td>
</tr>
<tr>
<td>Senior Associate I</td>
<td>$150</td>
</tr>
<tr>
<td>Associate III</td>
<td>$135</td>
</tr>
<tr>
<td>Associate II</td>
<td>$125</td>
</tr>
<tr>
<td>Associate I</td>
<td>$105</td>
</tr>
<tr>
<td>Project Technician III</td>
<td>$120</td>
</tr>
<tr>
<td>Project Technician II</td>
<td>$100</td>
</tr>
<tr>
<td>Project Technician I</td>
<td>$85</td>
</tr>
</tbody>
</table>

Rates listed will be held for three (3) years and may be adjusted at year four (4), with mutual agreement.

Subcontract rates: Should the NAA and ESA mutually agree that specific sub-consultant assistance will be required, the sub-consultant rates will be approved in advance by the NAA.

Method of Compensation: Time and materials. ESA scope of work and scope budget will be determined in advance of assigned work. Compensation shall be made pursuant to the written authorization executed by the Authority.
Agreement: EXHIBIT B


(a) Civil Rights – General. Professional 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 Professional and subtier contractors from the bid solicitation period through the completion of this Agreement. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

(b) Civil Rights – Title VI Assurances - Compliance with Nondiscrimination Requirements. During the performance of this Agreement, Professional, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor” in this Paragraph 24(c)) agrees as follows:

(i) Compliance with Regulations: Professional (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

(ii) Non-discrimination: Professional, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Professional will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

(iii) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Professional for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Professional of the Professional’s obligations under this Agreement and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

(iv) Information and Reports: The Professional will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Authority or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Authority or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

(v) Sanctions for Noncompliance: In the event of Professional’s noncompliance with the Non-discrimination provisions of this Agreement, the Authority will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
(A) Withholding payments to the Professional under this Agreement until the Professional complies; and/or in whole or in part.

(B) Cancelling, terminating, or suspending this Agreement,

(vi) Incorporation of Provisions: The Professional will include the provisions of Paragraphs 24(c)(i) through (vi) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Professional will take action with respect to any subcontract or procurement as the Authority or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Professional becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Professional may request the Authority to enter into any litigation to protect the interests of the Authority. In addition, the Professional may request the United States to enter into the litigation to protect the interests of the United States.

(c) Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this Agreement, Professional, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor” in this Paragraph 24(f)) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);


- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
• The Federal Aviation Administration's Non-discrimination statute (49 3) (prohibits discrimination on the basis of race, color, national origin, and sex);

• Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

• Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and

• Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

(d) **Federal Fair Labor Standards Act.** All contracts and subcontracts that result from this solicitation (including this Agreement) incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. Professional has full responsibility to monitor compliance to the referenced statute or regulation. Professional must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

(e) **Occupational Safety and Health Act.** All contracts and subcontracts that result from this solicitation (including this Agreement) incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Professional must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Professional retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Professional must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

(f) **Construction/Use/Access To Real Property Acquired Under The Activity, Facility Or Program.** The following clauses is included in deeds, licenses, permits, or similar instruments/agreements entered into by Authority pursuant to the provisions of the Airport Improvement Program grant assurances: The Professional for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities. In the event of breach of any of the above nondiscrimination covenants, the Authority will have the right to terminate the licenses, leases, permits, etc. and this Agreement and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if the licenses, leases, permits, etc. and this Agreement had never been made or issued.
(g) **Notice Of Requirement For Affirmative Action To Ensure Equal Employment Opportunity**


2. The goals and timetables for minority and female participation, expressed in percentage terms for the Professional’s aggregate workforce in each trade on all construction work in the covered area, are as follows:

**Timetables**

Goals for minority participation for each trade: 8.95%

Goals for female participation in each trade: 6.9%

These goals are applicable to all of the Professional’s work (whether or not it is Federal or federally assisted) performed in the covered area. If the Professional performs work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Professional also is subject to the goals for both its federally involved and non-federally involved work.

The Professional’s compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Professional shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Professional to Professional or from project to project for the sole purpose of meeting the Professional’s goals shall be in violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Professional shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the “covered area” is Naples, Collier County, Florida.

(h) **Breach Of Contract Terms**

Any violation or breach of terms of this contract on the part of the Professional or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.
The Authority will provide Professional written notice that describes the nature of the breach and corrective actions the Professional must undertake in order to avoid termination of the contract. Authority reserves the right to withhold payments to Professional until such time the Professional corrects the breach or the Authority elects to terminate the contract. The Authority’s notice will identify a specific date by which the Professional must correct the breach. Authority may proceed with termination of the contract if the Professional fails to correct the breach by the deadline indicated in the Authority’s notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

(i) Clean Air And Water Pollution Control

Professional agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Professional agrees to report any violation to the Authority immediately upon discovery. The Authority assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Professional must include this requirement in all subcontracts that exceeds $150,000.

(j) Contract Workhours And Safety Standards Act Requirements

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Professional and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Authority shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the
same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Professional or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

(k) Copeland “Anti-Kickback” Act

Professional must comply with the requirements of the Copeland “Anti-Kickback” Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Professional and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Professional and each Subcontractor must submit to the Authority, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Authority must report any violations of the Act to the Federal Aviation Administration.

(l) Davis-Bacon Requirements

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Professional and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer’s payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates
conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Professional and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Professional and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Professional, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Professional shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Professional does not make payments to a trustee or other third person, the Professional may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: Provided that the Secretary of Trade has found, upon the written request of the
Professional, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Professional to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding.

The Federal Aviation Administration or the Authority shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Professional under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Professional or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Professional, Sponsor, Applicant, or Authority, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Professional during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Professional shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and that show the costs anticipated or the actual costs incurred in providing such benefits. Professionals employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Professional shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Professional will submit the payrolls to the applicant, Authority, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH--
is available for this purpose from the Wage and Hour Division Web site at www.dol.gov/whd/forms/wh347/Instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Professional will submit them to the applicant, sponsor, or Authority, as the case may be, for transmission to the Federal Aviation Administration, the Professional, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Authority).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Professional or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5(a)(3)(i), and that such information is correct and complete;

(2) Each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) Each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Professional or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Professional or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Professional or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Professional, Sponsor, applicant, or Authority, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Professional as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman’s hourly rate) specified in the Professional’s or subcontractor’s registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice’s level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Professional will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee’s level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training
Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Professional will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The Professional shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.


The Professional or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.


A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.


Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Professional (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the Professional certifies that neither it (nor he or she) nor any person or firm who has an interest in the Professional’s firm is a person or firm
ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

(m) Certification Of Professional Regarding Debarment

Professional certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

(n) Certification Of Lower Tier Contractors Regarding Debarment

The Professional, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The Professional will accomplish this by:


2. Collecting a certification statement similar to the Certification of Professional Regarding Debarment, above.

3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

(o) Disadvantaged Business Enterprises

Contract Assurance (§ 26.13) –

The professional or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Professional shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Professional 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 Authority deems appropriate, which may include, but is not limited to:

1) Withholding monthly progress payments;

2) Assessing sanctions;
3) Liquidated damages; and/or

4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (§26.29) – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than [specify number] days from the receipt of each payment the prime contractor receives from the Authority. The prime contractor agrees further to return retainage payments to each subcontractor within [specify the same number as above] days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Authority. This clause applies to both DBE and non-DBE subcontractors.

(p) Texting While Driving

In accordance with Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving”, (10/1/2009) and DOT Order 3902.10, “Text Messaging While Driving”, (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Authority encourages the Professional to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Professional must include the substance of this clause in all sub-tier contracts exceeding $3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

(q) Energy Conservation Requirements

Professional and the Authority agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201 et seq).

(r) Equal Opportunity Clause

During the performance of this contract, the Professional agrees as follows:

(1) The Professional will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Professional will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Professional agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Professional will, in all solicitations or advertisements for employees placed by or on behalf of the Professional, state that all qualified applicants will receive considerations for employment without
regard to race, color, religion, sex, or national origin.

(3) The Professional will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Professional's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Professional will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Professional will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Professional's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Professional may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Professional will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Professional will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Professional may request the United States to enter into such litigation to protect the interests of the United States.

**EEO Specification**

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY**

**CONSTRUCTION CONTRACT SPECIFICATIONS**

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
d. "Minority" includes:

(1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);

(3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Professional, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Professional is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor’s or subcontractor’s failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Professional shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Professional should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Professional is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Professional has a collective bargaining agreement to refer either minorities or women shall excuse the Professional’s obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Professional during the training period and the Professional shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained
pursuant to training programs approved by the U.S. Department of Labor.

7. The Professional shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Professional’s compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Professional shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

   a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Professional’s employees are assigned to work. The Professional, where possible, will assign two or more women to each construction project. The Professional shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Professional’s obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

   b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Professional or its unions have employment opportunities available, and maintain a record of the organizations’ responses.

   c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Professional by the union or, if referred, not employed by the Professional, this shall be documented in the file with the reason therefore along with whatever additional actions the Professional may have taken.

   d. Provide immediate written notification to the Director when the union or unions with which the Professional has a collective bargaining agreement has not referred to the Professional a minority person or female sent by the Professional, or when the Professional has other information that the union referral process has impeded the Professional’s efforts to meet its obligations.

   e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Professional’s employment needs, especially those programs funded or approved by the Department of Labor. The Professional shall provide notice of these programs to the sources compiled under 7b above.

   f. Disseminate the Professional’s EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Professional in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

   g. Review, at least annually, the company’s EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions, including specific review of these items, with onsite supervisory personnel such superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
h. Disseminate the Professional's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Professional's EEO policy with other contractors and subcontractors with whom the Professional does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Professional's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Professional shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Professional's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Professional's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the Professional is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Professional actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Professional's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Professional. The obligation to comply, however, is the Professional's and failure of such a group to fulfill an obligation shall not be a defense for the Professional's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The
Professional, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Professional has achieved its goals for women generally), the Professional may be in violation of the Executive Order if a specific minority group of women is underutilized.

10. The Professional shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Professional shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Professional shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Professional, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Professional fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

14. The Professional shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(s) Trade Restriction Certification

Professional certifies that that it –

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

2) has not knowingly entered into any contract or subcontract for this project with a person that is a
citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Professional must provide immediate written notice to the Authority if the Professional learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Professional must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or

2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or

3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Professional agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Professional may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Professional has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Professional or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Authority cancellation of the contract or subcontract for default at no cost to the Authority or the FAA.

(i) Certification Regarding Lobbying

Professional certifies to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Professional, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection
with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(u) Prohibition Of Segregated Facilities

(a) The Professional agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Professional agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) “Segregated facilities,” as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Professional shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

(v) Procurement Of Recovered Materials

Professional and any subcontractors agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Professional and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

1) The contract requires procurement of $10,000 or more of a designated item during the fiscal year; or

2) The contractor has procured $10,000 or more of a designated item using Federal funding during
the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;

b) Fails to meet reasonable contract performance requirements; or

c) Is only available at an unreasonable price.

(w) Certification Of Professional Regarding Tax Delinquency And Felony Convictions

The Professional must complete the following two certification statements. The Professional must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (□) in the space following the applicable response. The applicant agrees that it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

1) The Professional represents that it is (□) is not (□) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2) The applicant represents that it is (□) is not (□) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If Professional responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Authority has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government’s interests. The applicant therefore must provide information to the Authority about its tax liability or conviction to the Authority, who will then notify the FAA Airports District Office, which will then notify the agency’s SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies
the offense as a felony and conviction of an offense that is classified as a felony under 18

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(x) Termination For Default (Professional Services)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) Termination by Authority: The Authority may terminate this Agreement in whole or in part, for the failure of the Professional to:

1. Perform the services within the time specified in this contract or by Authority approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project; or
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Professional must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Professional must deliver to the Authority all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Authority agrees to make just and equitable compensation to the Professional for satisfactory work completed up through the date the Professional receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Authority further agrees to hold Professional harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Authority determines the Professional was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Authority issued the termination for the convenience of the Authority.

b) Termination by Professional: The Professional may terminate this Agreement in whole or in part, if the Authority:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Professional in accordance with the terms of this Agreement;

3. Suspends the Project for more than [180] days due to reasons beyond the control of the Professional.

Upon receipt of a notice of termination from the Professional, Authority agrees to cooperate with Professional for the purpose of terminating the agreement or portion thereof, by mutual consent. If Authority and Professional cannot reach mutual agreement on the termination settlement, the Professional may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Authority's breach of the contract.

In the event of termination due to Authority breach, the Engineer is entitled to invoice Authority and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Professional through the effective date of termination action. Authority agrees to hold Professional harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

**Termination For Convenience (Professional Services)**

The Authority may, by written notice to the Professional, terminate this Agreement for its convenience and without cause or default on the part of Professional. Upon receipt of the notice of termination, except as explicitly directed by the Authority, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Professional must deliver to the Authority all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Authority agrees to make just and equitable compensation to the Professional for satisfactory work completed up through the date the Professional receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Authority further agrees to hold Professional harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

**(y) Veteran's Preference**

In the employment of labor (excluding executive, administrative, and supervisory positions), the Professional and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

**(z) Access To Records And Reports**

The Professional must maintain an acceptable cost accounting system. The Professional agrees to provide the Authority, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Professional which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Professional agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.
Exhibit C
Florida Required Provisions

1. Public Information

(a) IF PROFESSIONAL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROFESSIONAL’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE AUTHORITY’S CUSTODIAN OF PUBLIC RECORDS AT (239) 643-0733, ADMINISTRATION@FLYNAPLES.COM AND/OR 160 AVIATION DRIVE NORTH, NAPLES, FLORIDA 34104.

(b) Professional acknowledges and agrees that Professional shall be required to comply with Florida’s Public Records Laws, Chapter 119, Florida Statutes. Specifically, Professional hereby covenants and agrees that it shall:

(i) keep and maintain public records required by the Authority to perform the services under this Agreement;

(ii) upon request from the Authority’s custodian of public records, provide the Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(iii) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if Professional does not transfer the records to the Authority; and

(iv) upon completion of this Agreement, transfer, at no cost, to the Authority all public records in possession of Professional or keep and maintain public records required by the Authority to perform the services under this Agreement. If Professional transfers all public records to the Authority upon completion of this Agreement,
Professional shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Professional keeps and maintains public records upon completion of this Agreement, Professional shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Authority, upon request from the Authority’s custodian of public records, in a format that is compatible with the information technology systems of the Authority.

2. Florida Procurement Laws

(a) Convicted Vendor List. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

(b) Discriminatory Vendor List. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

(c) Invoice Compliance. All invoices, bills, fees or other requests for compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and post audit thereof.

(d) Travel Expenses. Bills for any travel expenses shall be submitted in accordance with Florida Stat. 112.061. A state agency may establish rates lower than the maximum provided in s. 112.061.

(e) Public Records. The Authority may unilaterally cancel this Agreement if Professional refuses to allow the public access to all documents, papers, letters, or other material made or received by Professional in conjunction with the Agreement, unless the records are exempt from s. 24(a) of Art. 1 of the Florida State Constitution and s. 119.07(1).

(f) Duty To Cooperate With Inspector General. Professional agrees to comply with s.20.055(5), Florida Statutes and to incorporate in all subcontracts the obligation to comply with
s.20.055, Florida Statutes.

(g) Truth In Negotiation Certificate. The wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting and the original contract price and any additions thereto will be adjusted to exclude any significant sums by which the Professional determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

(h) Prohibition Against Contingent Fees. The Professional warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Professional to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Professional any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of this provision, the Authority shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

(i) No Boycott/Prohibited Business. Professional hereby certifies that it is not participating in a boycott of Israel, on the Iran Petroleum Energy Sector List, and it does not have business operations in Cuba or Syria.

(j) Statement Of Certification. Professional certifies that it is certified under Fla. Stat. 489.199 to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent, or that it is certified under Fla. Stat. 471.023 to practice or to offer to practice engineering, or that it is certified under Fla. Stat. 481.219 to practice or to offer to practice architecture, or that it is certified under Fla. Stat. 481.319 to practice or to offer to practice landscape architecture.

(k) General Instructions. The standard “General Contract Conditions” Form PUR 1000 (11/04), and the standard “General Instructions to Respondents” Form PUR 1001 (11/04), is each hereby incorporated by reference. The forms are available on the internet at http://dms.myflorida.com/purchasing.

(l) Compliance with Laws. Professional shall comply with all laws and rules applicable to the Contractor

3. Florida Department of Transportation

(a) Contractor acknowledges and agrees that the Florida Department of Transportation ("FDOT") reserves the right to review and approve of this Agreement and the qualifications of Contractor. This Agreement is, at all times, subject to the approval of FDOT and may be terminated by the Authority, without cost or penalty, if such required approval is not obtained.

(b) Contractor, or any sub recipient or subcontractor shall not discriminate on the
basis of race, color, national origin or sex in the performance of this Agreement. Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of FDOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the Authority deems appropriate.

(c) The parties shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any FDOT-assisted contract or in the administration of its Disadvantage Business Enterprise program or the requirements of 49 CFR part 26. The parties shall take all necessary and reasonable steps under 49 CFR part 26 to ensure non-discrimination in the award and administration of FDOT-assisted contracts. The Authority’s DBE program, as required by 49 CFR part 26 and as approved by FDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification of its failure to carry out its approved program, FDOT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter to enforcement under 18 US.C. 1001 and/or Program Fraud Civil Remedies Act of 19876 (31 U.S.C. 3801 et seq.)

(d) The Authority shall report any reasonable cause notice of noncompliance based on 49 CFR Part 26 filed under this section to the FDOT within 30 days.

(e) Contractor shall utilize the U.S. Department of Homeland Security E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Agreement and shall expressly require any subcontractors performing work or providing services hereunder to likewise utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement.

(f) All invoices shall detail and itemize the task, schedule, dollar amount and indication of completeness. Each invoice shall be subject to the Authority’s certification that it has verified the percentages or tasks completed. Any changes to the services or work is subject to the approval of FDOT.
To: Honorable Chair and Commissioners

From: Christopher A. Rozansky, Executive Director

By: Diane Jackson, Director of Communications and Business Development

Meeting Date: March 21, 2019

Re: ACTION ITEM

4. Authorize the Executive Director to Execute a Third Amendment to Lease with APF Development III, LLC

ACTION REQUESTED: Board authorization for the Executive Director to execute a Third Amendment to City of Naples Airport Authority Leasehold Agreement with APF Development III, LLC.

BACKGROUND: On April 17, 2008, the City of Naples Airport Authority executed a Leasehold Agreement ("Agreement") between the City of Naples Airport Authority and APF Development III, LLC ("APF") for a term of thirty (30) years and included a requirement to develop hangars within thirty-six (36) months. The Agreement also provided for a rent abatement in favor of the tenant in consideration of the tenant constructing a public infrastructure and relocating a portion of the landfill at the tenant’s expense.

On August 4, 2011, the First Amendment to Leasehold Agreement was executed to reduce the rent abatement period in exchange for the Authority funding the construction of the public roadway and fencing. In addition, the deadline to commence hangar construction was extended to seventy-two (72) months from the effective date of the Agreement.

In early 2016, construction of the first phase, six (6) units were converted to condominiums and, the lease term reset to thirty (30) years from the date of the first recorded deed, April 27, 2016.

On March 16, 2017, the Second Amendment to Leasehold Agreement was executed to modify the requirements for construction of the second hangar building to replace the number of units required with a minimum square footage since the market demand had shifted towards larger hangars. The completion deadline was also extended to April 17, 2019 and included a one-time option to further extend the construction completion deadline to July 17, 2019 in exchange for payment of a non-refundable fee of thirty thousand dollars ($30,000.00) to the Authority.
Since that time, the Authority completed the realignment of Taxiway D. The realignment has opened up three (3) additional sites for aeronautical development, one of which is adjacent to the APF Development III leasehold. Due to the current configuration of the leasehold, roadway access to one of the new sites is impeded.

In order to provide adequate access to the new site, an Amendment to the Agreement with APF Development III has been negotiated that will remove a portion of the leasehold with a commensurate reduction in rent of about $150 per month. Since this modification could potentially affect existing purchase agreements for the condominium units currently under construction, the Third Amendment requires that the modification be made at a later date, but no later than January 17, 2020.

In exchange for the tenant’s agreement to modify the leased parcel, the Authority would extend the construction completion deadline by six months to October 17, 2019 at no additional cost to the tenant and provide for an additional option to further extend the construction completion deadline similar to the one described above.

**COMMUNICATIONS PLAN:** Not applicable.

**FINANCIAL IMPACT:** Not applicable.
THIRD AMENDMENT
TO CITY OF NAPLES AIRPORT AUTHORITY LEASEHOLD AGREEMENT

THIS THIRD AMENDMENT TO CITY OF NAPLES AIRPORT AUTHORITY LEASEHOLD AGREEMENT (this “Third Amendment”) is entered into and made effective as of the 21st day of March, 2019 (“Effective Date”), between the CITY OF NAPLES AIRPORT AUTHORITY, a political subdivision of the State of Florida (the “Authority”) whose address is 160 Aviation Drive North, Naples, Florida 34104, and APF DEVELOPMENT III, LLC, a Florida limited liability company (the “Tenant”) whose address is 2827 Silverleaf Lane, Naples, Florida 34105 (the Authority and Tenant collectively the “Parties”).

RECITALS

WHEREAS, Tenant is the present holder of a leasehold interest under that certain City of Naples Airport Authority Leasehold Agreement Land Lease between the Authority and Tenant, dated April 17, 2008 (“Original Lease”), as amended by that certain First Amendment To City Of Naples Airport Authority Leasehold Agreement (Condominium) between the Authority and Tenant, dated August 4, 2011 (“First Amendment”), as amended by that certain Second Amendment To City Of Naples Airport Authority Leasehold Agreement between the Authority and Tenant, dated March 16, 2017 (“Second Amendment”) (the Original Lease, as amended by the First Amendment and Second Amendment, is collectively the “Lease”);

WHEREAS, the Parties wish to amend the Lease pursuant to, and undertake all of the terms, conditions and obligations set forth in, this Third Amendment;

NOW, THEREFORE, the Parties, in consideration of the mutual agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby represent, warrant, undertake, covenant and agree as follows:

TERMS

1. Recitals. The above recitals are true and correct and incorporated herein.

2. Completion Deadline. The Parties agree to extend the “Completion Deadline” under the Lease by six (6) months from April 17, 2019 to October 17, 2019. As such, effective as of the Effective Date hereof, the Parties agree that the third sentence of the fifth paragraph under Section 11 of the Lease ( titled ‘CONSTRUCTION ACTIVITY’ ) shall be amended, restated and replaced in its entirety to read as follows: “Notwithstanding anything in this Lease to the contrary, Tenant agrees that Tenant shall satisfactorily complete construction of, and obtain a certificate of occupancy from, the City of Naples for, Condominium Building 2 (and each of the condominium units contained therein) on or before October 17, 2019 (“Completion Deadline”).”

3. Completion Extension Option. The Parties agree to modify the definition of “Completion Extension Option” under the Lease. As such, effective as of the Effective Date hereof, the Parties agree that the entire Subsection 11.E of the Lease ( titled ‘Completion Extension Option’ ) shall be amended, restated and replaced in its entirety to read as follows:

“E. Completion Extension Option. Provided Tenant is not then in default of any covenants, terms or conditions of this Lease, Tenant shall have the one-time option and right to extend the Completion Deadline from October 17, 2019 to January 17, 2020 (“Completion Extension Option”) in accordance with the terms and conditions hereof. In order to exercise the Completion Extension Option, Tenant
must on or before September 17, 2019 (i) deliver irrevocable written notice of exercise thereof to the Authority and (ii) pay the Authority a non-refundable fee in the amount of Thirty Thousand and 00/100 Dollars ($30,000.00) ("Completion Extension Fee") in immediately available funds. If any documentary stamp, intangible, sales, excise or other taxes (including any related penalties and interest charges) shall now or hereafter become due with respect to the Completion Extension Option or Completion Extension Fee (collectively "Additional Taxes"), Tenant shall promptly pay the entire cost of such Additional Taxes."

4. Payment and Performance Bond. Tenant acknowledges that Tenant has failed to comply with Tenant’s obligations under the Lease to obtain a payment and performance bond or letter of credit. Landlord will agree to waive such non-compliance so long as Tenant, within eleven (11) calendar days from the Effective Date, shall cause to be obtained a payment and performance bond in strict compliance with the requirements, terms and conditions set forth in Section 11.B of the Lease (titled ‘Performance Bond or Letter of Credit’); provided, however, Tenant acknowledges and agrees that Tenant’s failure to obtain a payment and performance bond in strict compliance with Section 11.B of the Lease on or before April 1, 2019 shall constitute a material event of default under the Lease and, thereafter, the Authority shall have the right, in addition to all other rights and remedies available upon Tenant’s default, to terminate the Lease.

5. Fourth Amendment. Upon the earlier of (i) Condominium Building 2 Turnover (as hereafter defined), (ii) October 17, 2019 if Tenant has not properly exercised the Completion Extension Option or (iii) January 17, 2020 if Tenant has properly exercised the Completion Extension Option ("Delivery Deadline"), Tenant hereby warrants, covenants and agrees that Tenant shall execute and deliver to the Authority an amendment to the Lease effective as of the Delivery Deadline in a form prepared by and satisfactory to the Authority ("Fourth Amendment") under which Tenant shall agree to amend the Lease as follows and undertake each and all of the terms, conditions and obligations set forth below:

(a) Effective as of the Delivery Deadline, Exhibit ‘A’ (i.e., the Legal Description of the ‘Premises’) under the Lease shall be amended, restated and replaced in its entirety by the revised Exhibit “A” attached to this Third Amendment and incorporated herein by reference. As such, effective as of the Delivery Deadline, the “Premises” under the Lease shall be comprised of 198,682 square feet (i.e., 4.56 acres) of land.

(b) Effective as of the Delivery Deadline, the entire Section 5 of the Lease (titled ‘LEASE RENT’) shall be amended, restated and replaced in its entirety to read as follows:

"5. LEASE RENT.

A. Rental Rate. The Lease rental rate to be paid by Tenant for the Premises shall be $_______ per square foot per annum. Tenant hereby covenants and agrees to pay the stated per square foot rental rate for the Premises, as depicted and described on Exhibit “A,” a parcel of land agreed to

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1 Tenant acknowledges and agrees that this rental rate amount shall be the current rental rate amount for the Premises in effect as of the Delivery Deadline as determined by the Authority, annually, effective October 1st of each year, in accordance with the Authority’s lease rental rate adjustment program; provided, however, Tenant agrees that this rental rate amount shall in no event be less than $0.30 (which is the per square foot per annum rental rate for the Premises as of the Effective Date of this Third Amendment).
contain 198,682 square feet. Subject to increases pursuant to Subsection 5.B hereof, the Lease rental payments shall be made in equal monthly installments of $__________² (the “Base Rental”), plus applicable sales or other tax, all due in advance on the first day of every calendar month (the “Due Date”) during the Lease Term. Payment shall be made in cleared funds by cash, check or electronic transfer regularly and monthly without notice from Authority during the Lease Term.

B. Increase in Rental Rate. The Lease rental rate shall at no time be less than the Base Rental. Authority and Tenant, however, agree and stipulate that the Lease rental rate may be unilaterally increased by the Authority, annually, effective October 1st of each year, in accordance with the Authority’s lease rental rate adjustment program, as modified from time to time in the Authority’s sole discretion. As of the Effective Date, the Authority’s lease rental adjustment program is based on changes in the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index (the Index for U.S. City Average for Urban Consumers).

C. Place of Payment. All rents and fees shall be made payable to the “City of Naples Airport Authority,” and mailed by first class mail, postage prepaid, wired or personally delivered, to the Administrative Offices at 160 Aviation Drive North, Naples, Florida 34104, or such other address as the Executive Director may designate, in writing.”

As used herein, Condominium Building 2 Turnover shall mean the date upon which all of the “Units” in “Building 2” of the “Condominium” (as such terms are defined or otherwise referred to in the Declaration of Condominium of QE AIRPARK, a Condominium, recorded in Official Records Book 5263, Page 3498 through 3639, inclusive, Public Records of Collier County, Florida) have been conveyed by Tenant to one or more other parties (“Condominium Building 2 Turnover”). Upon execution and delivery of the Fourth Amendment by Tenant to the Authority, (1) the Authority shall promptly request approval of the Fourth Amendment from the Authority’s Board of Commissioners (“Board Approval”) and (ii) subject to and conditioned upon Board Approval, the Authority shall execute the Fourth Amendment effective as of the Delivery Deadline and then deliver a fully executed copy thereof to Tenant. Tenant acknowledges and agrees that Tenant’s failure to execute and deliver the Fourth Amendment to the Authority on or before the Delivery Deadline shall constitute a material event of default under the Lease and, thereafter, the Authority shall have the right, in addition to all other rights and remedies available upon Tenant’s default, to terminate the Lease.

6. Representations, Warranties and Hold Harmless. Tenant hereby represents and warrants (a) that the Lease, as amended hereby, is binding upon Tenant, its successors and assigns, (b) Tenant is not in default under any of its covenants or obligations under the Lease, as amended hereby, (c) Tenant is the sole holder of the leasehold interest in the “Premises” described under the Lease, as amended hereby, (d) that the Authority has heretofore fully performed all of its obligations under the Lease, as amended hereby, and (e) that Tenant has no defenses, claims or offsets against the Authority or against the obligations under the Lease, as amended hereby. Tenant does hereby release and hold harmless the Authority, its officers, employees, attorneys, insurers and agents from and against any claim, action, suit, demand, cost, expense or liability of any kind, whether known or unknown, relating in any way to the

² Tenant acknowledges and agrees that this Base Rental amount shall be equal to the product of the applicable per square foot per annum rental rate for the Premises and 198,682 divided by 12; provided, however, Tenant agrees that this Base Rental amount shall in no event be less than $4,967.05 (which is the monthly Base Rental for the Premises as of the Effective Date of this Third Amendment).
Lease, as amended hereby, or the administration thereof, or the communications and business dealings between the Authority and Tenant through the Effective Date hereof.

7. **Miscellaneous.** To the extent that there is any inconsistency or conflict with any of the provisions contained in this Third Amendment with the Lease, the provisions set forth in this Third Amendment shall govern the understanding between the Parties. All terms and conditions in the Lease not specifically referenced in or amended by this Third Amendment shall and do remain in full force and effect and are hereby ratified and confirmed by the Parties in all other respects. This Third Amendment may be executed and delivered electronically and in counterparts, each of which shall be an original as against each of the Parties who signed it, and all of which shall constitute one and the same document.

IN WITNESS WHEREOF, the Authority and Tenant have caused this Third Amendment to be executed as of the Effective Date.

**AUTHORITY:**

CITY OF NAPLES AIRPORT AUTHORITY,
a political subdivision of the State of Florida

By: ____________________________
    Christopher A. Rozansky, Executive Director

**TENANT:**

APF DEVELOPMENT III, LLC,
a Florida limited liability company

By: ____________________________
    Howard J. Murrell, Member/Manager
Lease, as amended hereby, or the administration thereof, or the communications and business dealings between the Authority and Tenant through the Effective Date hereof.

7. **Miscellaneous.** To the extent that there is any inconsistency or conflict with any of the provisions contained in this Third Amendment with the Lease, the provisions set forth in this Third Amendment shall govern the understanding between the Parties. All terms and conditions in the Lease not specifically referenced in or amended by this Third Amendment shall and do remain in full force and effect and are hereby ratified and confirmed by the Parties in all other respects. This Third Amendment may be executed and delivered electronically and in counterparts, each of which shall be an original as against each of the Parties who signed it, and all of which shall constitute one and the same document.

IN WITNESS WHEREOF, the Authority and Tenant have caused this Third Amendment to be executed as of the Effective Date.

**AUTHORITY:**

CITY OF NAPLES AIRPORT AUTHORITY,
a political subdivision of the State of Florida

By: [Signature]
Christopher A. Rozansky, Executive Director

**TENANT:**

APF DEVELOPMENT III, LLC,
a Florida limited liability company

By: [Signature]
Howard J. Murrell, Member/Manager

Approved as to form and legal sufficiency:

[Signature]
William L. Owens
Counsel to the Authority
DESCRIPTION

A PARCEL OR TRACT OF LAND LYING IN SECTION 35, TOWNSHIP 49 SOUTH, RANGE 25 EAST, COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTH ONE-HALF OF SAID SECTION 35 THENCE N.89°34'26"E., ALONG THE NORTH LINE OF SAID SOUTH ONE-HALF OF SAID SECTION 35 FOR 4,246.41 FEET;
THENCE S.00°25'34"E., DEPARTING SAID NORTH LINE, FOR 95.27 FEET TO THE POINT OF BEGINNING OF THE HERIN DESCRIBED PARCEL;
THENCE CONTINUE S.00°25'34"E., FOR 151.84 FEET;
THENCE S.45°26'37"E., FOR 102.67 FEET;
THENCE S.44°33'22"W., FOR 887.91 FEET;
THENCE N.75°22'54"W., FOR 72.45 FEET;
THENCE N.45°26'38"W., FOR 147.22 FEET;
THENCE N.44°33'22"E., FOR 1,031.47 FEET TO THE POINT OF BEGINNING OF THE PARCEL DESCRIBED HERIN;
CONTAINING 198,682 SQUARE FEET OR 4.56 ACRES, MORE OR LESS.
BEARINGS HERINABOVE MENTIONED ARE BASED ON THE NORTH LINE OF THE SOUTH HALF OF SECTION 35 AS BEARING N.89°34'26"E.
LEADERSHIP TEAM REPORT

February 2019 – March 2019

FOSTER A VALUED, ENGAGED AND EMPOWERED WORKFORCE

The Operations Department is currently interviewing candidates for the Assistant FBO Manager, Duty Officer, Line Technician, Ramp Assistant and Customer Service positions.

Employees celebrated National Employee Recognition Day by enjoying refreshments. They were thanked by the Executive Leadership Team for their hard work and dedication to achieving the Authority’s Strategic Mission and Vision.

Employee mid-year reviews will begin at the end of March and will be completed through the ADP Workforce Now system.

Naples Air Traffic Control Tower Manager, Rich Hitt, was the guest speaker at the February Safety Committee meeting. The topic was safety awareness and procedures regarding Unmanned Aircraft Vehicles (UAV) – or, drones. UAV’s are becoming a significant safety concern at airports around the world.

Cole Wright chose to use the educational benefit offered as the recipient of the Employee of the Year to attend the Florida Airports Council Airport Leadership Development (ALD) class. The ALD class is held annually to provide an educational platform for airport employees and has been attended by several NAA staff members.

PROVIDE SERVICE EXCELLENCE EVERY DAY

Staff continues to view demonstrations from software providers to research features that are available to enhance internal and external customer service that our current Point of Sale (POS) and asset management software systems currently do not provide.

The Operations Department is in the process of updating the Airport Emergency Plan (AEP) and Airport Certification Manual (ACM), to include the completed Taxiway Delta (D) construction project, as well as formatting revisions.

The Operations Department is revising the current Airport Security Plan (ASP) to submit to the Florida Department of Transportation (FDOT). The ASP is required to be updated annually in order to obtain an Airport State License.
Alerts

There were two (2) alerts for the month of February 2019.

<table>
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<tr>
<th>DATE</th>
<th>ALERT</th>
<th>TYPE A/C</th>
<th>PROBLEM</th>
<th>RESULT</th>
</tr>
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<tbody>
<tr>
<td>02/23/2019</td>
<td>3</td>
<td>PA32-301T 6XT</td>
<td>Rough landing. Aircraft left the paved surface of RWY 14.</td>
<td>Aircraft was removed from the movement area. No injuries.</td>
</tr>
<tr>
<td>02/10/2019</td>
<td>6</td>
<td>C172</td>
<td>Right main flat upon landing RWY 05.</td>
<td>Aircraft was removed from the movement area for repairs. No injuries.</td>
</tr>
</tbody>
</table>

Jet A Fuel Programs

Contract fuel program has risen to 57% of the total gallons sold for the month of February 2019. The Prepaid program has dropped from 32% to 19% of the overall total gallons sold since October 2018. We expect this trend to continue until the Prepaid program is eliminated on May 31, 2019.

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<thead>
<tr>
<th>Oct-18</th>
<th>Nov-18</th>
<th>Dec-18</th>
<th>Jan-19</th>
<th>Feb-19</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jet A- Retail</td>
<td>32%</td>
<td>24%</td>
<td>20%</td>
<td>22%</td>
</tr>
<tr>
<td>Jet A- Prepaid</td>
<td>32%</td>
<td>28%</td>
<td>26%</td>
<td>24%</td>
</tr>
<tr>
<td>Jet A- Volume</td>
<td>35%</td>
<td>10%</td>
<td>0%</td>
<td>0%</td>
</tr>
<tr>
<td>Jet A- Contract</td>
<td>0%</td>
<td>38%</td>
<td>54%</td>
<td>54%</td>
</tr>
</tbody>
</table>

Based on the new fuel programs that were implemented in phases beginning on November 1, 2018, we anticipate an additional $875,000 in Jet A fuel revenue for FY 2019 over the budgeted amount.

AvTrip Program

<table>
<thead>
<tr>
<th>AVTRIP Program Jet A Gallons Sold YTD by Fuel Program</th>
</tr>
</thead>
<tbody>
<tr>
<td>YTD Gallons Sold by Program</td>
</tr>
<tr>
<td>------------------------------</td>
</tr>
<tr>
<td>% by Program</td>
</tr>
<tr>
<td>Cost of AvTrip Points by Fuel Program</td>
</tr>
</tbody>
</table>
Facilities in collaboration with Operations, conducted a thorough airfield inspection that included all runway and taxiway lighting and signage in preparation for the FAA Part 139 certification inspection scheduled for May 2, 2019.

Landscape staff is designing a plan for replanting along the sidewalk path adjacent to Airport Road.

Facilities staff completed ground repairs to the Gazebo brick pavers located near Radio Road that was created from the removal of a damaged tree.

Staff is preparing to remove the existing shrubs surrounding the General Aviation Terminal (GAT) generator in order to replace them with Fishtail Palms to provide improved screening.

Landscape staff removed five storm water sampling devices from the perimeter of the main pond on Radio Road that are no longer used.

Annual inspections and maintenance were completed to include fire alarm inspections and annual filter replacements at the fuel farm.

**Aircraft Rescue and Firefighting (ARFF) Services Building Design** – A Request for Proposal (RFP) for construction of the ARFF Building was published on February 10th. Due to the complexity of the project, the bid date has been extended until March 29. Based on the results, staff has the intention of presenting a recommendation at the April Regular Meeting. Concurrent with publishing the RFP, the design plans have been submitted to the City for permitting.

**Irma Recovery** – Six of the nine hurricane damaged hangar doors have been replaced. As previously approved by the Board, ten additional hangar doors will be replaced as part of our T-hangar annual maintenance. The additional hangar doors will be replaced at the Irma contract unit bid price and paid separately from the insurance claim.

**Fuel Farm Expansion** – The contractor continues to work with staff on submittals required for the project. Due to the tank manufacturer’s lead time of approximately 20 weeks, actual construction is estimated to commence in May or June.

**General Aviation Terminal (GAT) HVAC Replacement** – Replacement of the HVAC air dampers have been installed and adjustments to the programming has been completed. Following a successful final inspection, the project will be complete.

---

**COMMITTED TO SUSTAINABILITY**

**Outreach**

The Operations staff, in association with the Military Museum, held a flag retirement ceremony on February 22nd, retiring over 500 flags.
On February 3\textsuperscript{rd}, the Experimental Aircraft Association (EAA) Chapter 1067 held a Young Eagles Rally on the Commercial Airline Terminal (CAT) ramp. EAA volunteers provided 17 airplane rides to children between the ages of 8-17 years old.

Staff attended the Naples Pilot’s Association meeting on February 27\textsuperscript{th}. The Director of Communications and Business Development gave an update of upcoming events including the Master Plan Open Houses scheduled for late April and other airport updates.

Staff attended the monthly Experimental Aircraft Association (EAA) meeting on March 6\textsuperscript{th}. The Executive Director gave a presentation on the Master Plan.

The Director of Communications and Business Development was invited to present at the UC Davis Aviation Noise and Emissions Symposium Conference in Jacksonville on March 4\textsuperscript{th} and 5\textsuperscript{th}. The presentation focused on the history of the Naples Airport and the Authority’s community involvement. Other presentations included community involvement suggestions, legislative updates, performance-based navigation (PBN). This conference provided an opportunity to better understand the community perspective on airport communication and relationships as well as other technology being developed in the industry to minimize the impacts on airport noise and emissions.

The Executive Director presented at the Naples Area Board of Realtors (NABOR) Lunch and Learn on March 7\textsuperscript{th} to provide an overview of the airport and to answer realtor specific questions regarding the airport including flight paths and the upcoming Noise Study.

The Civil Air Patrol Naples Cadet Squadron is conducting a Cadet Recruitment drive during the month of March.

The annual Collier County Mosquito Control District (CMCD) Open House is scheduled for April 6\textsuperscript{th}. As in prior years, staff will have a table providing airport informational items.

Florida Airports Council (FAC) representatives, including the Sr. Director of Development and Facilities, attended the 2019 Florida Airports Council DC Fly-in the second week of March. During the two day event, 17 members of FAC divided into 2 groups and visited 27 House and Senate members and committee staff. The group communicated the need for critical infrastructure improvements which included support of the modernization of the Passenger Facility Charge program and funding for an infrastructure package that will meet airport’s future needs. Member meetings included Sen. Scott, Rep. Charlie Crist, Rep. Soto, Rep. Daniel Webster, Rep. Rooney, Rep. Diaz-Balart, Rep. Shalala, Rep. Larson, Rep. DeFazio, Rep. Steube, Sen. Rubio staff, Senate Minority staff and Senate Majority staff. A majority of members were supportive of a portion or all of FAC’s priorities, although some concern was expressed about the continuing gridlock in Washington, DC.

**Tours**

In the month of February, one tour was conducted for the MOMS Club of Naples. Thirty-nine moms and children toured MedFlight, and viewed the Aircraft Rescue and Firefighting (ARFF) truck at the MedFlight ramp. The group concluded their tour at the observation deck.
The following is a high-level summary for February 2019, plus information on upcoming events:

**February 2019 compared to February 2018:**

- Total Aircraft operations are down 6.2%
- IFR (Instrument Flight Rules) operations are down 4.5%
- VFR (Visual Flight Rules) operations are down 7.5%
- Voluntary curfew (10pm – 7am) operations are down 7.7%
- 71.9% of the operations occurred during the “shoulder hours” in February 2019 as compared to 76.2% during February 2018.
- Voluntary curfew compliance rate is 98.5% in February 2019, as compared to 98.3% in February 2018.

**FY 2019 compared to FY 2018 (October- February):**

- Total Aircraft operations are up 3.4%
- IFR (Instrument Flight Rules) operations are up 1.4%
- VFR (Visual Flight Rules) operations are up 5.0%
- Voluntary curfew (10pm – 7am) operations are down 1.8%
- Voluntary YTD curfew compliance rate is 98.5% for FY 2019 and 98.4% for FY 2018.

The next **Noise Compatibility Committee Regular Meeting will be** is scheduled for Thursday, April 25, 2019, at 9 a.m., in Airport Office Building Conference Room located at 200 Aviation Drive North, 2nd floor. The public is encouraged to attend.

Videos of NCC Meetings are available for viewing at:
http://www.flynaples.com/ncc-meetings-minutes/.

NCC and NAA Annual Reports are posted on the Authority’s website at:
https://flynaples.com/annual-reports/.
Naples Airport - Operations Summary
Prepared by the Naples Airport Authority
February 2019

Day and Night Operations Annual & Current Month

<table>
<thead>
<tr>
<th>Year</th>
<th>Total Operations</th>
<th>Night Operations</th>
<th>Day Operations</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY 2000</td>
<td>120,291</td>
<td>3,282</td>
<td>117,009</td>
</tr>
<tr>
<td>FY 2005</td>
<td>163,434</td>
<td>3,130</td>
<td>160,304</td>
</tr>
<tr>
<td>FY 2010</td>
<td>86,187</td>
<td>1,973</td>
<td>64,214</td>
</tr>
<tr>
<td>FY 2017</td>
<td>95,018</td>
<td>2,758</td>
<td>92,260</td>
</tr>
<tr>
<td>FY 2018</td>
<td>112,262</td>
<td>2,880</td>
<td>109,382</td>
</tr>
<tr>
<td>Feb-2018</td>
<td>12,545</td>
<td>248</td>
<td>12,297</td>
</tr>
<tr>
<td>Feb-2019</td>
<td>11,772</td>
<td>229</td>
<td>11,543</td>
</tr>
</tbody>
</table>

% Night Operations: 2.7% 1.9% 2.3% 2.9% 2.6% 2.0% 2.0%

Voluntary Curfew (10 pm to 7 am) enacted May 1996

Night Operations by Hour - Current Month

- NOT EXEMPT
- EXEMPT

Public Service/Exempt Operations include air ambulance, Mosquito Control, EMS, Sheriff, Coast Guard and military

71.93% of night operations took place during the hours of 10 pm - midnight and 6 a.m. - 7 a.m.

Voluntary Curfew Activity by Aircraft Category, Current Month

<table>
<thead>
<tr>
<th>Category</th>
<th>Arrivals</th>
<th>Departures</th>
<th>Total</th>
<th>% of Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jets</td>
<td>56</td>
<td>46</td>
<td>102</td>
<td>45%</td>
</tr>
<tr>
<td>Turboprops</td>
<td>4</td>
<td>6</td>
<td>10</td>
<td>4%</td>
</tr>
<tr>
<td>Piston</td>
<td>27</td>
<td>36</td>
<td>63</td>
<td>28%</td>
</tr>
<tr>
<td>Helo</td>
<td>1</td>
<td>2</td>
<td>3</td>
<td>1%</td>
</tr>
<tr>
<td>Public Service</td>
<td>31</td>
<td>20</td>
<td>51</td>
<td>22%</td>
</tr>
<tr>
<td>Total</td>
<td>119</td>
<td>110</td>
<td>229</td>
<td>% of Activity</td>
</tr>
</tbody>
</table>

% of Activity: 52% 48%

US Customs and Border Protection Aircraft Clearings

<table>
<thead>
<tr>
<th>Year</th>
<th>Cleared and Stayed</th>
<th>Cleared and Departed</th>
<th>Total Cleared</th>
<th>Cleared and Stayed</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY 2011*</td>
<td>304</td>
<td>6</td>
<td>310</td>
<td>98.1%</td>
</tr>
<tr>
<td>FY 2012</td>
<td>492</td>
<td>16</td>
<td>508</td>
<td>96.9%</td>
</tr>
<tr>
<td>FY 2013</td>
<td>549</td>
<td>12</td>
<td>561</td>
<td>97.9%</td>
</tr>
<tr>
<td>FY 2014</td>
<td>762</td>
<td>26</td>
<td>788</td>
<td>96.7%</td>
</tr>
<tr>
<td>FY 2015</td>
<td>874</td>
<td>32</td>
<td>906</td>
<td>96.5%</td>
</tr>
<tr>
<td>FY 2016</td>
<td>1025</td>
<td>47</td>
<td>1072</td>
<td>95.6%</td>
</tr>
<tr>
<td>FY 2017</td>
<td>1204</td>
<td>22</td>
<td>1226</td>
<td>98.2%</td>
</tr>
<tr>
<td>FY 2018</td>
<td>1334</td>
<td>28</td>
<td>1362</td>
<td>97.9%</td>
</tr>
<tr>
<td>FY 2019 YTD</td>
<td>644</td>
<td>10</td>
<td>654</td>
<td>98.5%</td>
</tr>
</tbody>
</table>

* Facility opened December 30, 2010
### General Aviation Terminal - HVAC

Contractor: Advanced Air Systems- Low Bidder  
Consultant: Hanson Professional Services, Inc  
Funding: NAA

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
<th>Delta</th>
</tr>
</thead>
<tbody>
<tr>
<td>Board Approved Budget - Design Phase I</td>
<td>$34,410.00</td>
<td></td>
</tr>
<tr>
<td>Board Approved Budget - Construction</td>
<td>$500,000.00</td>
<td></td>
</tr>
<tr>
<td>Hanson Professional Services, Inc.- Design Phase I</td>
<td>$34,410.00</td>
<td>$39,000.00</td>
</tr>
<tr>
<td>Hanson Professional Services, Inc.-Construction Phase II</td>
<td>$5,930.00</td>
<td></td>
</tr>
<tr>
<td>Contractor: Advanced Air Systems</td>
<td>$441,813.00</td>
<td>$397,631.67</td>
</tr>
<tr>
<td>Direct Purchase</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Project Budget</strong></td>
<td>$534,410.00</td>
<td></td>
</tr>
<tr>
<td>Total Cost to Date</td>
<td></td>
<td>$436,631.67</td>
</tr>
<tr>
<td>Total available to Complete</td>
<td>$97,778.33</td>
<td></td>
</tr>
<tr>
<td>Work is complete, final payment with permit closeout</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Taxiway D North Quad Realignment Design & Const. Phase

Contractor: Quality Enterprises USA, Inc.  
Consultant: EG Solutions  
Funding: FDOT-80%, NAA- 20%

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
<th>Delta</th>
</tr>
</thead>
<tbody>
<tr>
<td>Board Approved Budget - Design &amp; Construction Phase Serv.</td>
<td>$606,841.00</td>
<td></td>
</tr>
<tr>
<td>Board Approved Budget - Construction</td>
<td>$3,675,999.25</td>
<td></td>
</tr>
<tr>
<td>EG Solutions - Design &amp; Const. Phase</td>
<td>$606,841.00</td>
<td>$606,779.91</td>
</tr>
<tr>
<td>Contractor: Quality Enterprises USA, Inc.</td>
<td>$3,675,999.25</td>
<td>$3,402,564.52</td>
</tr>
<tr>
<td>Bid Advertisement</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Project Cost - Design &amp; Construction</strong></td>
<td>$4,282,840.25</td>
<td></td>
</tr>
<tr>
<td>Total Cost to Date</td>
<td></td>
<td>$4,009,344.43</td>
</tr>
<tr>
<td>Total available to Complete</td>
<td>$273,495.82</td>
<td></td>
</tr>
</tbody>
</table>

### ARFF Replacement Station

Contractor: TBD  
Consultant: Atkins North America, Inc.  
Funding: FDOT-80%, NAA- 20%

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
<th>Delta</th>
</tr>
</thead>
<tbody>
<tr>
<td>Board Approved Budget - Design Phase Services</td>
<td>$500,000.00</td>
<td></td>
</tr>
<tr>
<td>Atkins- Design Phase</td>
<td>$457,761.00</td>
<td>$423,097.90</td>
</tr>
<tr>
<td>Contractor: TBD</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bid Advertisement</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Project Cost</strong></td>
<td>$500,000.00</td>
<td></td>
</tr>
<tr>
<td>Total Cost to Date</td>
<td></td>
<td>$423,097.90</td>
</tr>
<tr>
<td>Total available to Complete</td>
<td>$76,902.10</td>
<td></td>
</tr>
</tbody>
</table>
### Master Plan

Consultant: Environmental Science Associates Corp.

<table>
<thead>
<tr>
<th>Funding: Base Fee - FAA 90%, FDOT 5%, NAA 5%</th>
<th>Costs to Date</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Board Approved Budget</strong></td>
<td>$1,200,000.00</td>
</tr>
<tr>
<td>Base Fee</td>
<td>$781,995.00</td>
</tr>
<tr>
<td>Alternate Fee</td>
<td>$414,410.00</td>
</tr>
<tr>
<td><strong>Total Project Cost</strong></td>
<td>$1,196,405.00</td>
</tr>
</tbody>
</table>

| Total Cost to Date | $624,911.46 |
| Total Available to Complete | $571,493.54 |

### Irma Repair - T Hangars

Contractor: Alen Construction Group
Consultant: Hanson Professional Services, Inc
Funding: NAA

<table>
<thead>
<tr>
<th>Costs to Date</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Board Approved Budget -</strong></td>
</tr>
<tr>
<td>Contractor: Alen Construction Group</td>
</tr>
<tr>
<td><strong>Total Project Cost</strong></td>
</tr>
<tr>
<td>Total Cost to Date</td>
</tr>
<tr>
<td>Total available to Complete</td>
</tr>
</tbody>
</table>

### Irma Repair Design and Construction Services

Consultant: Hanson Professional Services, Inc
Funding: NAA

<table>
<thead>
<tr>
<th>Costs to Date</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Board Approved Budget - Design and Construction Services</strong></td>
</tr>
<tr>
<td>Hanson Professional Services, Inc.</td>
</tr>
<tr>
<td><strong>Total Project Cost</strong></td>
</tr>
<tr>
<td>Total Cost to Date</td>
</tr>
<tr>
<td>Total available to Complete</td>
</tr>
</tbody>
</table>
Fuel Farm Expansion Design and Construction
Consultant: Hanson Professional Services, Inc
Contractor: MDM Services, Inc
Funding - NAA

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
<th>Costs to Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Board Approved Budget - Design and Const Services</td>
<td>$ 122,310.00</td>
<td></td>
</tr>
<tr>
<td>Board Approved Budget - Construction</td>
<td>$ 1,575,000.00</td>
<td></td>
</tr>
<tr>
<td>Hanson Professional Services, Inc. - Design</td>
<td>$ 122,310.00</td>
<td>$ 90,129.30</td>
</tr>
<tr>
<td>MDM Services, Inc - Construction</td>
<td>$ 1,431,045.35</td>
<td></td>
</tr>
<tr>
<td><strong>Total Project Cost</strong></td>
<td><strong>$ 1,697,310.00</strong></td>
<td></td>
</tr>
<tr>
<td>Total Cost to Date</td>
<td></td>
<td>$ 90,129.30</td>
</tr>
<tr>
<td>Total available to Complete</td>
<td>$ 1,607,180.70</td>
<td></td>
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</tbody>
</table>
## CITY OF NAPLES AIRPORT AUTHORITY
### U.S. CUSTOMS GENERAL AVIATION ACTIVITY
#### PERIOD ENDING 28 FEBRUARY 2019

<table>
<thead>
<tr>
<th>MONTH</th>
<th>TOTAL AIRCRAFT CLEARED</th>
<th>AIRCRAFT CLEARED/STAYED IN NAPLES</th>
<th>CLEARED/DEPARTED FOR DESTINATION</th>
<th>PERSONS CLEARED</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>FY 2018</td>
<td>FY 2019</td>
<td>VARIANCE (%)</td>
<td>FY 2018</td>
</tr>
<tr>
<td>OCTOBER</td>
<td>55</td>
<td>63</td>
<td>14.5</td>
<td>55</td>
</tr>
<tr>
<td>NOVEMBER</td>
<td>126</td>
<td>143</td>
<td>13.5</td>
<td>123</td>
</tr>
<tr>
<td>DECEMBER</td>
<td>156</td>
<td>137</td>
<td>-12.2</td>
<td>155</td>
</tr>
<tr>
<td>JANUARY</td>
<td>162</td>
<td>138</td>
<td>-14.8</td>
<td>158</td>
</tr>
<tr>
<td>FEBRUARY</td>
<td>185</td>
<td>173</td>
<td>-6.5</td>
<td>183</td>
</tr>
<tr>
<td>MARCH</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>APRIL</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MAY</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>JUNE</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>JULY</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>AUGUST</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SEPTEMBER</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>YTD TOTALS</td>
<td>684</td>
<td>654</td>
<td>-4.4</td>
<td>674</td>
</tr>
</tbody>
</table>
Aviation Fuel Gallons & Aircraft Operations Historical Comparison
36 Months

Aviation Gallons

1,300,000
1,200,000
1,100,000
1,000,000
1,000,000
900,000
800,000
700,000
600,000
500,000
400,000
300,000
200,000
100,000

Mar-16
Apr-16
May-16
Jun-16
Jul-16
Aug-16
Sep-16
Oct-16
Nov-16
Dec-16
Jan-17
Feb-17
Mar-17
Apr-17
May-17
Jun-17
Jul-17
Aug-17
Sep-17
Oct-17
Nov-17
Dec-17
Jan-18
Feb-18
Mar-18
Apr-18
May-18
Jun-18
Jul-18
Aug-18
Sep-18
Oct-18
Nov-18
Dec-18
Jan-19
Feb-19

Aircraft Operations

14,000
13,000
12,000
11,000
10,000
9,000
8,000
7,000
6,000
5,000
4,000
3,000
2,000
1,000

Total Fuel Gallons
Total Operations
Jet Operations

***NOTE: Jet Operations figures are provided by Flight Aware and are subject to change due to their reporting methods.***
### CITY OF NAPLES AIRPORT AUTHORITY
### ACTIVITY REPORT
### PERIOD ENDING 28 FEBRUARY 2019

<table>
<thead>
<tr>
<th>OPERATIONS</th>
<th>Current Month</th>
<th>Year to Date</th>
<th>Variance %</th>
<th>Variance %</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>FY 18</td>
<td>FY 19</td>
<td>FY 18</td>
<td>FY 19</td>
</tr>
<tr>
<td>OPERATIONS - Itinerant</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Air Carrier</td>
<td>0</td>
<td>0</td>
<td>NMF</td>
<td>1</td>
</tr>
<tr>
<td>Commercial</td>
<td>1,880</td>
<td>1,793</td>
<td>(4.6)</td>
<td>7,582</td>
</tr>
<tr>
<td>General Aviation</td>
<td>8,028</td>
<td>7,557</td>
<td>(5.9)</td>
<td>31,549</td>
</tr>
<tr>
<td>Military</td>
<td>11</td>
<td>28</td>
<td>154.5</td>
<td>92</td>
</tr>
<tr>
<td>TOTAL ITINERANT OPERATIONS</td>
<td>9,919</td>
<td>9,378</td>
<td>(5.5)</td>
<td>39,224</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>OPERATIONS - Local</th>
<th>Current Month</th>
<th>Year to Date</th>
<th>Variance %</th>
<th>Variance %</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>FY 18</td>
<td>FY 19</td>
<td>FY 18</td>
<td>FY 19</td>
</tr>
<tr>
<td>Commercial</td>
<td>0</td>
<td>0</td>
<td>NMF</td>
<td>0</td>
</tr>
<tr>
<td>General Aviation</td>
<td>2,370</td>
<td>2,165</td>
<td>(8.6)</td>
<td>9,967</td>
</tr>
<tr>
<td>Military</td>
<td>8</td>
<td>0</td>
<td>NMF</td>
<td>57</td>
</tr>
<tr>
<td>TOTAL LOCAL OPERATIONS</td>
<td>2,378</td>
<td>2,165</td>
<td>(9.0)</td>
<td>10,024</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TOTAL NIGHT OPERATIONS</th>
<th>Current Month</th>
<th>Year to Date</th>
<th>Variance %</th>
<th>Variance %</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>FY 18</td>
<td>FY 19</td>
<td>FY 18</td>
<td>FY 19</td>
</tr>
<tr>
<td></td>
<td>248</td>
<td>229</td>
<td>(7.7)</td>
<td>1,069</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TOTAL IFR - Operations *</th>
<th>Current Month</th>
<th>Year to Date</th>
<th>Variance %</th>
<th>Variance %</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>FY 18</td>
<td>FY 19</td>
<td>FY 18</td>
<td>FY 19</td>
</tr>
<tr>
<td></td>
<td>5,673</td>
<td>5,417</td>
<td>(4.5)</td>
<td>22,335</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TOTAL VFR - Operations</th>
<th>Current Month</th>
<th>Year to Date</th>
<th>Variance %</th>
<th>Variance %</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>FY 18</td>
<td>FY 19</td>
<td>FY 18</td>
<td>FY 19</td>
</tr>
<tr>
<td></td>
<td>6,872</td>
<td>6,355</td>
<td>(7.5)</td>
<td>27,982</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TOTAL OPERATIONS</th>
<th>Current Month</th>
<th>Year to Date</th>
<th>Variance %</th>
<th>Variance %</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>FY 18</td>
<td>FY 19</td>
<td>FY 18</td>
<td>FY 19</td>
</tr>
<tr>
<td></td>
<td>12,545</td>
<td>11,772</td>
<td>(6.2)</td>
<td>50,317</td>
</tr>
</tbody>
</table>

---

* As reported by ATCT
NMF = No Meaningful Figure

---

BEGINNING 10/25/17, THE SAFETY OPERATIONS WERE CONTAINED IN ONE ENTITY.
City of Naples Airport Authority
28-Feb-19
HUMAN RESOURCES METRICS

### Voluntary Turnover

<table>
<thead>
<tr>
<th></th>
<th>FY 2015</th>
<th>FY 2016</th>
<th>FY 2017</th>
<th>FY 2018</th>
<th>FY 19</th>
</tr>
</thead>
<tbody>
<tr>
<td>Voluntary Turnover History (Annual)</td>
<td>5.9%</td>
<td>4.1%</td>
<td>8.1%</td>
<td>10.0%</td>
<td>3.5%</td>
</tr>
</tbody>
</table>

### Employment

<table>
<thead>
<tr>
<th></th>
<th>FY 2015</th>
<th>FY 2016</th>
<th>FY 2017</th>
<th>FY 2018</th>
<th>FY 19</th>
</tr>
</thead>
<tbody>
<tr>
<td>Budgeted Positions (Non Seasonal)</td>
<td>72.5%</td>
<td>73.6%</td>
<td>74.8%</td>
<td>76.0%</td>
<td>86.0%</td>
</tr>
<tr>
<td>Budgeted Positions (Seasonal)</td>
<td>2.5%</td>
<td>2.5%</td>
<td>2.5%</td>
<td>2.5%</td>
<td>12.0%</td>
</tr>
<tr>
<td>Actual Positions (Non Seasonal)</td>
<td>68.7%</td>
<td>72.2%</td>
<td>73.9%</td>
<td>72.0%</td>
<td>80.0%</td>
</tr>
<tr>
<td>Actual Positions (Seasonal)</td>
<td>3.0%</td>
<td>2.8%</td>
<td>2.6%</td>
<td>2.0%</td>
<td>11.0%</td>
</tr>
</tbody>
</table>

### Budgeted vs Actual Full Time: FY 2019

[Chart showing budgeted vs actual full time]

### Years of Service with the Authority

<table>
<thead>
<tr>
<th>Years of Service with the Authority</th>
<th>FY 2015</th>
<th>FY 2016</th>
<th>FY 2017</th>
<th>FY 2018</th>
<th>YTD FY19</th>
</tr>
</thead>
<tbody>
<tr>
<td>3+ years</td>
<td>72.1%</td>
<td>65.6%</td>
<td>66.7%</td>
<td>54.9%</td>
<td>61.5%</td>
</tr>
<tr>
<td>5+ years</td>
<td>63.2%</td>
<td>58.9%</td>
<td>56.9%</td>
<td>55.4%</td>
<td>52.6%</td>
</tr>
</tbody>
</table>

### Work Injuries

<table>
<thead>
<tr>
<th></th>
<th>FY 2015</th>
<th>FY 2016</th>
<th>FY 2017</th>
<th>FY 2018</th>
<th>FY 19</th>
</tr>
</thead>
<tbody>
<tr>
<td>Work Injuries</td>
<td>1</td>
<td>3</td>
<td>5</td>
<td>4</td>
<td>1</td>
</tr>
<tr>
<td>Days Away from Work</td>
<td>-</td>
<td>1</td>
<td>5</td>
<td>49</td>
<td>31</td>
</tr>
</tbody>
</table>

### Damage Incidents

<table>
<thead>
<tr>
<th></th>
<th>FY 2015</th>
<th>FY 2016</th>
<th>FY 2017</th>
<th>FY 2018</th>
<th>FY19</th>
</tr>
</thead>
<tbody>
<tr>
<td>Damage Incidents</td>
<td>9</td>
<td>7</td>
<td>4</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>Per actual positions (FTE)</td>
<td>0.13</td>
<td>0.09</td>
<td>0.05</td>
<td>0.01</td>
<td>-</td>
</tr>
</tbody>
</table>

1. Effective January 2018 a change in the report reflects annual budgeted positions and actual positions year to date. Prior years reflect fiscal year adjusted FTE’s.

2. 20 of the missed days is a single incident in the previous fiscal year that resulted in 2 surgeries. Employee returned to work 10/31/2018.

3. Report does not reflect Hurricane Irma damage.

4. The January report reflected 13 Actual Positions (Seasonal) which included two Non-Seasonal Part-Time staff. This report is corrected to reflect those staff in the Non-Seasonal Actuals.
To: Honorable Chair and Commissioners
From: Christopher A. Rozansky, Executive Director
By: Ken Warriner, Director of Finance and Administration
Date: March 8, 2019
Re: February 2019 Financials

1. Financial Summary

For the month of February 2019, operating revenue (net of cost of goods sold) was $2,266,474 compared to the budget of $2,097,804. This was favorable to budget by $168,670 or 8%. Operating expenses were favorable to budget by $201,467 or 19%. Income from Operations was $1,427,741 or $370,137 favorable to the budget. The net income was favorable to budget by $395,361. The Authority’s net income for the month was budgeted at $809,833 and the actual was $1,205,194.

YTD Budget-to-Actual Comparisons

<table>
<thead>
<tr>
<th></th>
<th>FY 18-19 Budget</th>
<th>FY 18-19 Actual</th>
<th>Variance</th>
<th>Percent Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jet A Net Fuel Revenue</td>
<td>$ 5,421,468</td>
<td>$ 6,337,586</td>
<td>$ 916,118</td>
<td>16.9%</td>
</tr>
<tr>
<td>Jet A Fuel Gallons Sold</td>
<td>3,652,248</td>
<td>4,027,124</td>
<td>374,876</td>
<td>10.3%</td>
</tr>
<tr>
<td>Jet A Fuel Gallons Pumped</td>
<td>3,542,994</td>
<td>3,945,774</td>
<td>402,780</td>
<td>11.4%</td>
</tr>
<tr>
<td>Ramp Fee Revenue</td>
<td>$ 298,900</td>
<td>$ 331,305</td>
<td>$ 32,405</td>
<td>10.8%</td>
</tr>
<tr>
<td>S/T Storage Rentals</td>
<td>$ 575,700</td>
<td>$ 577,162</td>
<td>$ 1,462</td>
<td>0.3%</td>
</tr>
</tbody>
</table>

YTD Prior Year to Current Year Comparisons

<table>
<thead>
<tr>
<th></th>
<th>FY 17-18 Actual</th>
<th>FY 18-19 Actual</th>
<th>Variance</th>
<th>Percent Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aircraft Fuelings</td>
<td>12,719</td>
<td>13,484</td>
<td>765</td>
<td>6.0%</td>
</tr>
<tr>
<td>Jet A Fuelings</td>
<td>7,615</td>
<td>7,775</td>
<td>160</td>
<td>2.1%</td>
</tr>
<tr>
<td>Jet A Fuel Gallons Pumped</td>
<td>3,818,176</td>
<td>3,945,774</td>
<td>127,598</td>
<td>3.3%</td>
</tr>
<tr>
<td>Ramp Fee Transactions</td>
<td>1,232</td>
<td>1,254</td>
<td>22</td>
<td>1.8%</td>
</tr>
</tbody>
</table>

As of the end of February, the Authority was still at capacity for aircraft storage rentals, with a waiting list of 86 for various size rental spaces. Of these, 41% are current tenants and 59% are prospective tenants.
# INDEX

<table>
<thead>
<tr>
<th>Management Reports</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Statement of Fuel Sales</td>
<td>2</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Financial Statements</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Income Statement - Month</td>
<td>3</td>
</tr>
<tr>
<td>Income Statement - Fiscal Year-to-Date</td>
<td>4</td>
</tr>
<tr>
<td>Operating Expenses by Department - Month</td>
<td>5</td>
</tr>
<tr>
<td>Operating Expenses by Department - Fiscal Year-to-Date</td>
<td>6</td>
</tr>
<tr>
<td>Statement of Cash Flows</td>
<td>7</td>
</tr>
<tr>
<td>Balance Sheet</td>
<td>8</td>
</tr>
</tbody>
</table>
City of Naples Airport Authority  
Statement of Fuel Sales  
For the Period Ending February 28, 2019

### Fuel Sales Revenue

<table>
<thead>
<tr>
<th></th>
<th>FY 18 - 19 Budget</th>
<th>Current Month</th>
<th>FY 18 - 19 Actual</th>
<th>Year-To-Date</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Jet A</strong></td>
<td>Gallons</td>
<td>Dollars</td>
<td>Gallons</td>
<td>Dollars</td>
</tr>
<tr>
<td>Full Service</td>
<td>366,783</td>
<td>$1,592,643</td>
<td>216,718</td>
<td>$938,106</td>
</tr>
<tr>
<td>Contract Fuel</td>
<td>-</td>
<td>-</td>
<td>520,921</td>
<td>$2,015,859</td>
</tr>
<tr>
<td>Jet A Prepaid</td>
<td>189,726</td>
<td>625,294</td>
<td>175,741</td>
<td>$664,821</td>
</tr>
<tr>
<td>Volume Discount</td>
<td>309,206</td>
<td>982,493</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Flowage Fees</td>
<td>22,493</td>
<td>7,002</td>
<td>15,859</td>
<td>601</td>
</tr>
<tr>
<td><strong>Total Jet A</strong></td>
<td>888,208</td>
<td>$3,207,432</td>
<td>929,239</td>
<td>$3,638,587</td>
</tr>
<tr>
<td><strong>100LL</strong></td>
<td>Gallons</td>
<td>Dollars</td>
<td>Gallons</td>
<td>Dollars</td>
</tr>
<tr>
<td>Full Service</td>
<td>20,400</td>
<td>$82,920</td>
<td>17,335</td>
<td>$77,251</td>
</tr>
<tr>
<td>Self Fueiler</td>
<td>10,608</td>
<td>41,512</td>
<td>8,645</td>
<td>$31,295</td>
</tr>
<tr>
<td>Prepaid</td>
<td>11,832</td>
<td>43,489</td>
<td>14,278</td>
<td>$58,716</td>
</tr>
<tr>
<td><strong>Total 100LL</strong></td>
<td>42,840</td>
<td>$167,921</td>
<td>40,258</td>
<td>$167,262</td>
</tr>
<tr>
<td><strong>Car Wash Facility</strong></td>
<td>3,244</td>
<td>$7,300</td>
<td>5,821</td>
<td>$13,680</td>
</tr>
<tr>
<td><strong>Aviation Oil</strong></td>
<td>$700</td>
<td>35</td>
<td>$4,758</td>
<td></td>
</tr>
<tr>
<td><strong>Total Fuel Sales</strong></td>
<td>934,292</td>
<td>$3,383,353</td>
<td>975,353</td>
<td>$3,824,286</td>
</tr>
</tbody>
</table>

### Cost of Sales

<table>
<thead>
<tr>
<th></th>
<th>FY 18 - 19 Budget</th>
<th>FY 18 - 19 Actual</th>
<th>Year-To-Date</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Jet A</strong></td>
<td>Gallons</td>
<td>Dollars</td>
<td>Gallons</td>
</tr>
<tr>
<td>Full Service</td>
<td>366,783</td>
<td>$719,491</td>
<td>216,718</td>
</tr>
<tr>
<td>Contract Fuel</td>
<td>-</td>
<td>-</td>
<td>520,921</td>
</tr>
<tr>
<td>Jet A Prepaid</td>
<td>189,726</td>
<td>385,001</td>
<td>175,741</td>
</tr>
<tr>
<td>Volume Discount</td>
<td>309,206</td>
<td>606,646</td>
<td>-</td>
</tr>
<tr>
<td>Flowage Fees</td>
<td>22,493</td>
<td>-</td>
<td>15,859</td>
</tr>
<tr>
<td><strong>Total Jet A Cost</strong></td>
<td>888,208</td>
<td>$1,711,138</td>
<td>929,239</td>
</tr>
<tr>
<td><strong>100LL</strong></td>
<td>Gallons</td>
<td>Dollars</td>
<td>Gallons</td>
</tr>
<tr>
<td>Full Service</td>
<td>20,400</td>
<td>$65,280</td>
<td>17,335</td>
</tr>
<tr>
<td>Self Fueiler</td>
<td>10,608</td>
<td>33,946</td>
<td>8,645</td>
</tr>
<tr>
<td>Prepaid</td>
<td>11,832</td>
<td>37,862</td>
<td>14,278</td>
</tr>
<tr>
<td><strong>Total 100LL Cost</strong></td>
<td>42,840</td>
<td>$137,088</td>
<td>40,258</td>
</tr>
<tr>
<td><strong>Car Wash Facility</strong></td>
<td>3,244</td>
<td>$6,600</td>
<td>5,821</td>
</tr>
<tr>
<td><strong>Aviation Oil</strong></td>
<td>$500</td>
<td>35</td>
<td>$837</td>
</tr>
<tr>
<td><strong>Credit Card Fees</strong></td>
<td>$38,400</td>
<td>30,906</td>
<td></td>
</tr>
<tr>
<td><strong>Total Cost of Sales</strong></td>
<td>934,292</td>
<td>$1,893,726</td>
<td>975,353</td>
</tr>
</tbody>
</table>

### Total Net Fuel Revenue

<table>
<thead>
<tr>
<th></th>
<th>Dollars</th>
<th>Dollars</th>
<th>Dollars</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Net Fuel Revenue</strong></td>
<td>$1,489,627</td>
<td>$1,551,680</td>
<td>$5,406,207</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>FY 18 - 19 Actual</th>
<th>Year-To-Date</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Net Fuel Revenue</strong></td>
<td>$6,453,558</td>
<td>-</td>
</tr>
</tbody>
</table>
# City of Naples Airport Authority
## Income Statement
### (Budget-to-Actual Comparison)
#### For the Month Ending February 28, 2019

<table>
<thead>
<tr>
<th>Operating Revenue</th>
<th>Current Period</th>
<th>Variance Explanation for Amounts &gt;$10,000 and 10%</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY 18-19</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Budget</td>
<td>Actual</td>
<td>(Unfavorable) %</td>
</tr>
<tr>
<td>Fuel Sales</td>
<td>$3,824,286</td>
<td>$440,933 13%</td>
</tr>
<tr>
<td>Cost of fuel sales</td>
<td>(2,272,605)</td>
<td>(378,879) 20%</td>
</tr>
<tr>
<td>Net fuel sales</td>
<td>$1,551,680</td>
<td>$62,053 4%</td>
</tr>
<tr>
<td>Concession Fees</td>
<td>$102,083</td>
<td>$11,457 13%</td>
</tr>
<tr>
<td>Hangar/T-Shelter/Tiedowns</td>
<td>$299,234</td>
<td>(11,705) (4)%</td>
</tr>
<tr>
<td>Building &amp; Land Rent</td>
<td>123,401</td>
<td>12,411 11%</td>
</tr>
<tr>
<td>Line Services</td>
<td>135,440</td>
<td>72,478 115%</td>
</tr>
<tr>
<td>U.S. Customs User Fees</td>
<td>58,445</td>
<td>23,491 67%</td>
</tr>
<tr>
<td>Miscellaneous Revenue</td>
<td>190</td>
<td>(1,516) (89)%</td>
</tr>
<tr>
<td><strong>Total Operating Revenue</strong></td>
<td><strong>$2,097,804</strong></td>
<td><strong>$168,670 8%</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Operating Expenses</th>
<th>Current Period</th>
<th>Variance Explanation for Amounts &gt;$10,000 and 10%</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY 18-19</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Budget</td>
<td>Actual</td>
<td>(Unfavorable) %</td>
</tr>
<tr>
<td>Personnel Expense</td>
<td>$426,315</td>
<td>$70,609 14%</td>
</tr>
<tr>
<td>Professional Fees</td>
<td>165,808</td>
<td>7,028 4%</td>
</tr>
<tr>
<td>Legal Fees</td>
<td>23,319</td>
<td>(899) (4)%</td>
</tr>
<tr>
<td>Communications Expense</td>
<td>10,805</td>
<td>8,165 43%</td>
</tr>
<tr>
<td>Insurance Expense</td>
<td>31,764</td>
<td>12,643 28%</td>
</tr>
<tr>
<td>Health, Life and Long Term Dis. Ins.</td>
<td>64,856</td>
<td>4,411 6%</td>
</tr>
<tr>
<td>Employee Recognition Affairs</td>
<td>4,146</td>
<td>(3,991) (G,575)</td>
</tr>
<tr>
<td>Uniforms</td>
<td>5,565</td>
<td>22,165 80%</td>
</tr>
<tr>
<td>Training &amp; Education / Webinars</td>
<td>6,793</td>
<td>4,760 41%</td>
</tr>
<tr>
<td>Professional Development</td>
<td>-</td>
<td>2,133 100%</td>
</tr>
<tr>
<td>Conferences</td>
<td>1,065</td>
<td>7,838 88%</td>
</tr>
<tr>
<td>Travel / Mileage / Meals / Lodging</td>
<td>4,531</td>
<td>205 4%</td>
</tr>
<tr>
<td>Utilities &amp; Environmental Expense</td>
<td>22,838</td>
<td>16,512 42%</td>
</tr>
<tr>
<td>Office/Supplies/Postage/Printing Expense</td>
<td>8,082</td>
<td>9,760 55%</td>
</tr>
<tr>
<td>Police Services</td>
<td>2,620</td>
<td>380 13%</td>
</tr>
<tr>
<td>Dues/Subscriptions/Fees Expense</td>
<td>2,881</td>
<td>3,036 51%</td>
</tr>
<tr>
<td>Auto Gas &amp; Diesel Fuel Expense</td>
<td>(1,709)</td>
<td>8,792 124%</td>
</tr>
<tr>
<td>Pilot Services</td>
<td>8,947</td>
<td>4,386 33%</td>
</tr>
<tr>
<td>Building Maintenance</td>
<td>13,644</td>
<td>6,998 34%</td>
</tr>
<tr>
<td>Airfield Maintenance</td>
<td>3,309</td>
<td>1,989 38%</td>
</tr>
<tr>
<td>Grounds Maintenance</td>
<td>5,720</td>
<td>6,768 54%</td>
</tr>
<tr>
<td>Vehicle Maintenance</td>
<td>460</td>
<td>5,789 93%</td>
</tr>
<tr>
<td>Equipment Maintenance</td>
<td>16,858</td>
<td>4,845 22%</td>
</tr>
<tr>
<td>Small Tools, Equipment and Supplies</td>
<td>13,286</td>
<td>(6,034) (83)%</td>
</tr>
<tr>
<td>Miscellaneous Expense</td>
<td>(3,178)</td>
<td>3,178 -%</td>
</tr>
<tr>
<td><strong>Total Operating Expenses</strong></td>
<td><strong>$1,040,199</strong></td>
<td><strong>$201,467 19%</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Income/(Loss) from Operations</th>
<th>Current Period</th>
<th>Variance Explanation for Amounts &gt;$10,000 and 10%</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY 18-19</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Budget</td>
<td>Actual</td>
<td>(Unfavorable) %</td>
</tr>
<tr>
<td>$1,057,605</td>
<td>$1,427,741</td>
<td>$370,137 35%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Other Income/(Expense)</th>
<th>Current Period</th>
<th>Variance Explanation for Amounts &gt;$10,000 and 10%</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY 18-19</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Customer Facility Charges</td>
<td>$26,648</td>
<td>$8,556 47%</td>
</tr>
<tr>
<td>Depreciation Exp-Operations</td>
<td>(193,848)</td>
<td>(14,274) 8%</td>
</tr>
<tr>
<td>Depreciation Exp-Contributions</td>
<td>(121,182)</td>
<td>783 (1)</td>
</tr>
<tr>
<td>Interest Revenue</td>
<td>65,772</td>
<td>30,097 84%</td>
</tr>
<tr>
<td>Other Revenue (Expense)</td>
<td>62</td>
<td>62 -</td>
</tr>
<tr>
<td>Interest Expense</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Other Income (Expense)</strong></td>
<td><strong>($222,548)</strong></td>
<td><strong>$25,224 (10)%</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Net Income</th>
<th>Current Period</th>
<th>Variance Explanation for Amounts &gt;$10,000 and 10%</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY 18-19</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Budget</td>
<td>$1,205,194</td>
<td>$395,361 49%</td>
</tr>
</tbody>
</table>
City of Naples Airport Authority  
Income Statement  
(Budget-to-Actual Comparison)  
For the Fiscal Year-to-Date Period Ending February 28, 2019

<table>
<thead>
<tr>
<th></th>
<th>FY 18-19 Budget</th>
<th>FY 18-19 Actual</th>
<th>Year-to-Date Favorable/ (Unfavorable)</th>
<th>Variance Explanation for Amounts &gt;$25,000 and 10%</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Operating Revenue</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fuel Sales</td>
<td>$13,186,401</td>
<td>$16,599,850</td>
<td>$3,413,449 26%</td>
<td>Fuel program changes effective</td>
</tr>
<tr>
<td>Cost of fuel sales</td>
<td>(7,780,194)</td>
<td>(10,146,292)</td>
<td>(2,366,098) 30%</td>
<td>November 13th and higher volume increase due to higher sales</td>
</tr>
<tr>
<td>Net fuel sales</td>
<td>$5,406,207</td>
<td>$6,453,558</td>
<td>$1,047,351 19%</td>
<td></td>
</tr>
<tr>
<td>Concession Fees</td>
<td>277,500</td>
<td>295,083</td>
<td>$17,584 6%</td>
<td>Increase due to higher volume than budgeted and increase in rates</td>
</tr>
<tr>
<td>Hangar/T-Shelter/Tiedowns</td>
<td>1,297,344</td>
<td>1,291,053</td>
<td>(6,290) 0%</td>
<td></td>
</tr>
<tr>
<td>Building &amp; Land Rent</td>
<td>562,941</td>
<td>597,742</td>
<td>34,801 6%</td>
<td>More clearings than budgeted</td>
</tr>
<tr>
<td>Line Services</td>
<td>334,428</td>
<td>440,150</td>
<td>105,722 32%</td>
<td></td>
</tr>
<tr>
<td>U.S. Customs User Fees</td>
<td>167,056</td>
<td>221,230</td>
<td>54,174 32%</td>
<td></td>
</tr>
<tr>
<td>Miscellaneous Revenue</td>
<td>8,754</td>
<td>11,723</td>
<td>2,969 34%</td>
<td></td>
</tr>
<tr>
<td><strong>Total Operating Revenue</strong></td>
<td><strong>$8,054,229</strong></td>
<td><strong>$9,310,539</strong></td>
<td><strong>$1,256,310 16%</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Operating Expenses</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Personnel Expense</td>
<td>$2,511,856</td>
<td>2,343,916</td>
<td>$167,940 7%</td>
<td>Budget amounts not yet spent.</td>
</tr>
<tr>
<td>Professional Fees</td>
<td>852,947</td>
<td>817,645</td>
<td>35,302 4%</td>
<td>Budget amounts not yet spent.</td>
</tr>
<tr>
<td>Legal Fees</td>
<td>140,231</td>
<td>134,779</td>
<td>5,452 4%</td>
<td></td>
</tr>
<tr>
<td>Communications Expense</td>
<td>72,813</td>
<td>64,387</td>
<td>8,425 12%</td>
<td></td>
</tr>
<tr>
<td>Insurance Expense</td>
<td>222,035</td>
<td>203,259</td>
<td>18,776 8%</td>
<td></td>
</tr>
<tr>
<td>Health, Life and Long Term Dis. Ins</td>
<td>346,335</td>
<td>368,230</td>
<td>(21,895) 6%</td>
<td>Actual is consistent with prior year.</td>
</tr>
<tr>
<td>Employee Recognition Affairs</td>
<td>21,550</td>
<td>22,186</td>
<td>(636) 3%</td>
<td>Budget amounts not yet spent.</td>
</tr>
<tr>
<td>Uniforms</td>
<td>46,506</td>
<td>54,208</td>
<td>(7,702) 17%</td>
<td>Budget amounts not yet spent.</td>
</tr>
<tr>
<td>Training &amp; Education / Webinars</td>
<td>58,197</td>
<td>17,494</td>
<td>40,703 70%</td>
<td>Budget amounts not yet spent.</td>
</tr>
<tr>
<td>Professional Development</td>
<td>10,665</td>
<td>-</td>
<td>10,665 100%</td>
<td>Budget amounts not yet spent.</td>
</tr>
<tr>
<td>Conferences</td>
<td>44,213</td>
<td>3,830</td>
<td>40,383 91%</td>
<td>Budget amounts not yet spent.</td>
</tr>
<tr>
<td>Travel / Mileage / Meals / Lodging</td>
<td>25,532</td>
<td>17,235</td>
<td>8,297 32%</td>
<td>Actual is consistent with prior year.</td>
</tr>
<tr>
<td>Utilities &amp; Environmental Expense</td>
<td>196,714</td>
<td>130,362</td>
<td>66,352 34%</td>
<td>Budget amounts not yet spent.</td>
</tr>
<tr>
<td>Office/Supplies/Postage/Printing Exp</td>
<td>89,300</td>
<td>44,240</td>
<td>45,060 50%</td>
<td>Budget amounts not yet spent.</td>
</tr>
<tr>
<td>Police Services</td>
<td>15,000</td>
<td>15,460</td>
<td>(460) 3%</td>
<td>Budget amounts not yet spent.</td>
</tr>
<tr>
<td>Dues/Subscriptions/Fees Expense</td>
<td>28,316</td>
<td>17,104</td>
<td>11,212 40%</td>
<td>Budget for painting not yet spent.</td>
</tr>
<tr>
<td>Auto Gas &amp; Diesel Fuel Expense</td>
<td>35,415</td>
<td>27,162</td>
<td>8,253 23%</td>
<td>Budget amounts not yet spent.</td>
</tr>
<tr>
<td>Pilot Services</td>
<td>66,665</td>
<td>57,534</td>
<td>9,131 14%</td>
<td>Budget amounts not yet spent.</td>
</tr>
<tr>
<td>Building Maintenance</td>
<td>103,194</td>
<td>87,417</td>
<td>15,777 15%</td>
<td>Budget amounts not yet spent.</td>
</tr>
<tr>
<td>Airfield Maintenance</td>
<td>100,295</td>
<td>31,717</td>
<td>68,579 68%</td>
<td>Budget for painting not yet spent.</td>
</tr>
<tr>
<td>Grounds Maintenance</td>
<td>62,481</td>
<td>72,953</td>
<td>(10,472) 17%</td>
<td></td>
</tr>
<tr>
<td>Vehicle Maintenance</td>
<td>31,244</td>
<td>12,552</td>
<td>18,693 60%</td>
<td>Higher interest rates than budgeted</td>
</tr>
<tr>
<td>Equipment Maintenance</td>
<td>108,951</td>
<td>109,251</td>
<td>(300) 0%</td>
<td></td>
</tr>
<tr>
<td>Small Tools, Equipment and Supplies</td>
<td>36,226</td>
<td>48,279</td>
<td>(12,053) 33%</td>
<td>Higher interest rates than budgeted</td>
</tr>
<tr>
<td>Miscellaneous Expenses</td>
<td>-</td>
<td>-</td>
<td>(3,929)</td>
<td>Higher interest rates than budgeted</td>
</tr>
<tr>
<td><strong>Total Operating Expenses</strong></td>
<td><strong>$5,226,682</strong></td>
<td><strong>$4,697,261</strong></td>
<td><strong>$529,421 10%</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Income/(Loss) from Operations</strong></td>
<td><strong>$2,827,548</strong></td>
<td><strong>$4,613,278</strong></td>
<td><strong>$1,785,730 63%</strong></td>
<td>Actual comparison from prior year is a 5% decrease.</td>
</tr>
<tr>
<td><strong>Other Income/(Expense)</strong></td>
<td></td>
<td></td>
<td></td>
<td>Some assets not included on depreciation schedule when the budget was prepared.</td>
</tr>
<tr>
<td>Customer Facility Charges</td>
<td>90,460</td>
<td>84,073</td>
<td>(6,388) 7%</td>
<td>Some assets not included on depreciation schedule when the budget was prepared.</td>
</tr>
<tr>
<td>Depreciation Exp-Operations</td>
<td>(889,379)</td>
<td>(979,828)</td>
<td>(90,449) 10%</td>
<td>Higher interest rates than budgeted</td>
</tr>
<tr>
<td>Depreciation Exp-Contributions</td>
<td>(625,443)</td>
<td>(605,916)</td>
<td>19,527 3%</td>
<td>Higher interest rates than budgeted</td>
</tr>
<tr>
<td>Interest Revenue</td>
<td>178,375</td>
<td>318,091</td>
<td>139,716 78%</td>
<td>Higher interest rates than budgeted</td>
</tr>
<tr>
<td>Other Revenue (Expense)</td>
<td>-</td>
<td>136</td>
<td>136</td>
<td>Higher interest rates than budgeted</td>
</tr>
<tr>
<td>Interest Expense</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>Higher interest rates than budgeted</td>
</tr>
<tr>
<td><strong>Total Other Income (Expense)</strong></td>
<td><strong>($1,245,987)</strong></td>
<td><strong>($1,183,444)</strong></td>
<td><strong>$62,543 (5)%</strong></td>
<td>Higher interest rates than budgeted</td>
</tr>
<tr>
<td><strong>Net Income</strong></td>
<td><strong>$1,581,561</strong></td>
<td><strong>$3,429,834</strong></td>
<td><strong>$1,848,273 117%</strong></td>
<td>Actual comparison from prior year is a 5% decrease.</td>
</tr>
</tbody>
</table>

Page 4
City of Naples Airport Authority  
Operating Expenses by Select Departments  
Month Ending February 28, 2019

<table>
<thead>
<tr>
<th>Operating Expenses</th>
<th>Air Traffic Control Tower</th>
<th>Airport Rescue Fire Fighting</th>
<th>US Customs &amp; Border Protection</th>
<th>All Other Operating</th>
<th>Monthly Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel Expense</td>
<td>$ -</td>
<td>$(222)</td>
<td>$ -</td>
<td>$426,536</td>
<td>$426,315</td>
</tr>
<tr>
<td>Professional Fees</td>
<td>- 68,398</td>
<td>39,885</td>
<td>40,110</td>
<td>17,415</td>
<td>165,808</td>
</tr>
<tr>
<td>Legal Fees</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>23,319</td>
<td>23,319</td>
</tr>
<tr>
<td>Communications</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>10,805</td>
<td>10,805</td>
</tr>
<tr>
<td>Insurance</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>31,764</td>
<td>31,764</td>
</tr>
<tr>
<td>Health, Life and Long Term Dis. Ins</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>64,856</td>
<td>64,856</td>
</tr>
<tr>
<td>Employee Recognition Affairs</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>4,146</td>
<td>4,146</td>
</tr>
<tr>
<td>Uniforms</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>5,565</td>
<td>5,565</td>
</tr>
<tr>
<td>Training &amp; Education / Webinars</td>
<td>- 7,440</td>
<td>-</td>
<td>-</td>
<td>(648)</td>
<td>6,793</td>
</tr>
<tr>
<td>Professional Development</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Conferences</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>1,065</td>
<td>1,065</td>
</tr>
<tr>
<td>Travel / Mileage / Meals / Lodging</td>
<td>-</td>
<td>0</td>
<td>-</td>
<td>4,530</td>
<td>4,531</td>
</tr>
<tr>
<td>Utilities &amp; Environmental</td>
<td>768</td>
<td>475</td>
<td>526</td>
<td>859</td>
<td>20,211</td>
</tr>
<tr>
<td>Office/Supplies/Postage/Printing</td>
<td>(17)</td>
<td>(85)</td>
<td>(55)</td>
<td>8,238</td>
<td>8,082</td>
</tr>
<tr>
<td>Police Services</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>2,620</td>
<td>2,620</td>
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<tr>
<td>Dues/Subscriptions/Fees</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>2,628</td>
<td>2,881</td>
</tr>
<tr>
<td>Auto Gas &amp; Diesel Fuel</td>
<td>(68)</td>
<td>-</td>
<td>-</td>
<td>(1,641)</td>
<td>(1,709)</td>
</tr>
<tr>
<td>Pilot Services</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>8,947</td>
<td>8,947</td>
</tr>
<tr>
<td>Building Maintenance</td>
<td>1,726</td>
<td>181</td>
<td>-</td>
<td>11,378</td>
<td>13,644</td>
</tr>
<tr>
<td>Airfield Maintenance</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>3,309</td>
<td>3,309</td>
</tr>
<tr>
<td>Grounds Maintenance</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>5,729</td>
<td>5,729</td>
</tr>
<tr>
<td>Vehicle Maintenance</td>
<td>- (100)</td>
<td>-</td>
<td>-</td>
<td>560</td>
<td>460</td>
</tr>
<tr>
<td>Equipment Maintenance</td>
<td>(3,706)</td>
<td>-</td>
<td>-</td>
<td>20,564</td>
<td>16,858</td>
</tr>
<tr>
<td>Small Tools, Equip and Supplies</td>
<td>44</td>
<td>20</td>
<td>(311)</td>
<td>10,593</td>
<td>13,286</td>
</tr>
<tr>
<td>Cleaning Supplies</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>(3,178)</td>
<td>(3,178)</td>
</tr>
<tr>
<td><strong>Total Operating Expenses</strong></td>
<td>$(1,254)</td>
<td>$76,192</td>
<td>$40,268</td>
<td>$44,214</td>
<td>$679,312</td>
</tr>
</tbody>
</table>

| Budget                           | $ 5,167                   | $70,835                      | $34,542                        | $30,759             | $898,896      |

| Favorable / (Unfavorable)        | $ 6,421                   | $(5,357)                     | $(5,726)                       | $(13,455)           | $219,584      |

Page 5
## City of Naples Airport Authority
### Operating Expenses by Select Departments
#### Fiscal Year-To-Date as of February 28, 2019

<table>
<thead>
<tr>
<th>Operating Expenses</th>
<th>Air Traffic Control Tower</th>
<th>Airport Rescue Fire Fighting</th>
<th>IT</th>
<th>US Customs &amp; Border Protection</th>
<th>All Other Operating</th>
<th>YTD Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel Expense</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 2,343,916</td>
<td>$ 2,343,916</td>
</tr>
<tr>
<td>Professional Fees</td>
<td>-</td>
<td>344,983</td>
<td>130,054</td>
<td>122,402</td>
<td>220,206</td>
<td>817,645</td>
</tr>
<tr>
<td>Legal Fees</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>134,779</td>
<td>134,779</td>
</tr>
<tr>
<td>Communications</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>64,387</td>
<td>64,387</td>
</tr>
<tr>
<td>Insurance</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>203,259</td>
<td>203,259</td>
</tr>
<tr>
<td>Health, Life and Long Term Dis. Ins</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>368,230</td>
<td>368,230</td>
</tr>
<tr>
<td>Employee Recognition Affairs</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>22,186</td>
<td>22,186</td>
</tr>
<tr>
<td>Uniforms</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>54,208</td>
<td>54,208</td>
</tr>
<tr>
<td>Training &amp; Education / Webinars</td>
<td>-</td>
<td>7,551</td>
<td>-</td>
<td>-</td>
<td>9,943</td>
<td>17,494</td>
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<tr>
<td>Professional Development</td>
<td>-</td>
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<td>-</td>
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<tr>
<td>Conferences</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>3,830</td>
<td>3,830</td>
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<tr>
<td>Travel / Mileage / Meals / Lodging</td>
<td>-</td>
<td>222</td>
<td>-</td>
<td>-</td>
<td>17,013</td>
<td>17,235</td>
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<tr>
<td>Utilities &amp; Environmental</td>
<td>8,398</td>
<td>7,558</td>
<td>1,002</td>
<td>5,210</td>
<td>108,194</td>
<td>130,362</td>
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<tr>
<td>Office/Supplies/Postage/Printing</td>
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<td>20</td>
<td>1,094</td>
<td>37</td>
<td>42,995</td>
<td>44,240</td>
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<td>Police Services</td>
<td>-</td>
<td>-</td>
<td>-</td>
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<td>15,460</td>
<td>15,460</td>
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<tr>
<td>Dues/Subscriptions/Fees</td>
<td>397</td>
<td>-</td>
<td>1,264</td>
<td>-</td>
<td>15,443</td>
<td>17,104</td>
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<tr>
<td>Auto Gas &amp; Diesel Fuel</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>27,162</td>
<td>27,162</td>
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<tr>
<td>Pilot Services</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>57,534</td>
<td>57,534</td>
</tr>
<tr>
<td>Building Maintenance</td>
<td>12,661</td>
<td>741</td>
<td>-</td>
<td>540</td>
<td>73,475</td>
<td>87,417</td>
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<tr>
<td>Airfield Maintenance</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>31,717</td>
<td>31,717</td>
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<tr>
<td>Grounds Maintenance</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>72,953</td>
<td>72,953</td>
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<tr>
<td>Vehicle Maintenance</td>
<td>-</td>
<td>6,876</td>
<td>-</td>
<td>-</td>
<td>5,676</td>
<td>12,552</td>
</tr>
<tr>
<td>Equipment Maintenance</td>
<td>68</td>
<td>-</td>
<td>-</td>
<td>230</td>
<td>108,953</td>
<td>109,251</td>
</tr>
<tr>
<td>Small Tools, Equip and Supplies</td>
<td>234</td>
<td>20</td>
<td>118</td>
<td>2,940</td>
<td>44,967</td>
<td>48,279</td>
</tr>
<tr>
<td>Cleaning Supplies</td>
<td>460</td>
<td>-</td>
<td>-</td>
<td>(460)</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>(3,939)</td>
<td>(3,939)</td>
<td>(3,939)</td>
</tr>
<tr>
<td><strong>Total Operating Expenses</strong></td>
<td><strong>$ 22,312</strong></td>
<td><strong>$ 367,971</strong></td>
<td><strong>$ 133,532</strong></td>
<td><strong>$ 131,359</strong></td>
<td><strong>$ 4,042,087</strong></td>
<td><strong>$ 4,697,261</strong></td>
</tr>
</tbody>
</table>

### Budget

- **25,819**
- **354,143**
- **172,695**
- **153,771**
- **4,520,254**
- **5,226,682**

### Favorable / (Unfavorable)

- **$ 3,507**
- **$ (13,828)**
- **$ 39,163**
- **$ 22,412**
- **$ 478,167**
- **$ 529,421**
City of Naples Airport Authority
Balance Sheet
As of February 28, 2019

 Assets

Cash $34,619,404
Accounts Receivable 1,058,433
Due From Government Agencies 1,430,186
Inventory 374,457
Prepaid Expenses 401,530

 Total Current Assets $37,884,010

Land and land improvements $9,021,341
Buildings and building improvements 26,138,407
Equipment 8,607,958
Software 534,873
Vehicles 1,161,716
Furniture & Fixtures 965,743
Intangible Assets 1,279,025
Construction in Progress 6,283,333
Infrastructure 60,291,570

 Total Net Property, Plant & Equipment $114,283,966

Accumulated amortization and depreciation ($49,715,500)

 Total Assets $102,452,476

 Liabilities

Accounts Payable $2,768,056
Accrued Salaries & Benefits 232,916
Accrued liabilities - other 40,855

 Total Current Liabilities $3,041,827

Long Term Liabilities $5,249,837

 Total Liabilities $8,291,664

Equity
Contributed Capital $35,611,583
Retained Earnings 55,119,395
Current Year Retained Earnings 3,429,834

 Total Equity $94,160,812

Total Liabilities and Equity $102,452,476
# City of Naples Airport Authority
## Statement of Cash Flows
### For the Periods Ending
#### February 28, 2019

<table>
<thead>
<tr>
<th>Cash Flows from Operating Activities:</th>
<th>Month</th>
<th>Fiscal YTD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operating Income</td>
<td>$1,427,741</td>
<td>$4,613,278</td>
</tr>
<tr>
<td>Changes in Working Capital:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Increase) Decrease in Accounts Receivable</td>
<td>($240,076)</td>
<td>($631,784)</td>
</tr>
<tr>
<td>(Increase) Decrease in Inventories</td>
<td>(45,230)</td>
<td>28,804</td>
</tr>
<tr>
<td>(Increase) Decrease in Prepaid Expenses and Other</td>
<td>61,285</td>
<td>(253,330)</td>
</tr>
<tr>
<td>Increase (Decrease) in Accounts Payable</td>
<td>(867,946)</td>
<td>(458,006)</td>
</tr>
<tr>
<td>Increase (Decrease) in Accrued Expenses and Other Current Liab</td>
<td>(5,154)</td>
<td>73,454</td>
</tr>
<tr>
<td>Increase (Decrease) in Deferred Revenue</td>
<td>-</td>
<td>225,000</td>
</tr>
</tbody>
</table>

**Net Cash Provided (Used) by Operating Activities**

<table>
<thead>
<tr>
<th>Month</th>
<th>Fiscal YTD</th>
</tr>
</thead>
<tbody>
<tr>
<td>$330,620</td>
<td>$3,597,416</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Cash Flow from Investing Activities:</th>
<th>Month</th>
<th>Fiscal YTD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Acquisition, Construction of Capital Assets</td>
<td>($218,318)</td>
<td>($3,035,102)</td>
</tr>
<tr>
<td>Interest and Dividends on Investments</td>
<td>65,772</td>
<td>318,091</td>
</tr>
</tbody>
</table>

**Net Cash Provided (Used) in Investing Activities**

<table>
<thead>
<tr>
<th>Month</th>
<th>Fiscal YTD</th>
</tr>
</thead>
<tbody>
<tr>
<td>($152,546)</td>
<td>($2,717,010)</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Cash Flow from Financing Activities:</th>
<th>Month</th>
<th>Fiscal YTD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer Facility Charge Revenue</td>
<td>26,648</td>
<td>84,072</td>
</tr>
</tbody>
</table>

**Net Cash Provided (Used) by Financing Activities**

<table>
<thead>
<tr>
<th>Month</th>
<th>Fiscal YTD</th>
</tr>
</thead>
<tbody>
<tr>
<td>$26,648</td>
<td>$84,072</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Increase (Decrease) in Cash and Equivalents</th>
<th>Month</th>
<th>Fiscal YTD</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$204,722</td>
<td>$964,477</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Cash and Equivalents at Beginning of Period</th>
<th>Month</th>
<th>Fiscal YTD</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$34,414,682</td>
<td>$33,654,927</td>
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</table>

<table>
<thead>
<tr>
<th>Cash and Equivalents at End of Period</th>
<th>Month</th>
<th>Fiscal YTD</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$34,619,404</td>
<td>$34,619,404</td>
</tr>
</tbody>
</table>
### City of Naples Airport Authority
### Aircraft Fuel Analysis
### Fiscal 2019 Year-to-date

<table>
<thead>
<tr>
<th></th>
<th>Oct-18</th>
<th>Nov-18</th>
<th>Dec-18</th>
<th>Jan-19</th>
<th>Feb-19</th>
<th>FY 2019 Year-to-Date</th>
<th>12 months FY 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>4001</td>
<td>Jet A - Retail Sales</td>
<td>$726,571</td>
<td>$872,312</td>
<td>$636,241</td>
<td>$836,663</td>
<td>$938,106</td>
<td>$4,019,893</td>
</tr>
<tr>
<td></td>
<td>Jet A - Retail Cost</td>
<td>$(417,449)</td>
<td>$(477,568)</td>
<td>$(322,842)</td>
<td>$(422,383)</td>
<td>$(474,520)</td>
<td>$(2,114,962)</td>
</tr>
<tr>
<td></td>
<td>Net sales</td>
<td>$319,122</td>
<td>$394,744</td>
<td>$313,399</td>
<td>$414,080</td>
<td>$463,186</td>
<td>$1,904,931</td>
</tr>
<tr>
<td></td>
<td>Margin %</td>
<td>43%</td>
<td>45%</td>
<td>49%</td>
<td>49%</td>
<td>49%</td>
<td>47%</td>
</tr>
<tr>
<td>5001</td>
<td>Jet A - Prepaid Sales</td>
<td>$614,061</td>
<td>$953,546</td>
<td>$798,279</td>
<td>$836,775</td>
<td>$864,021</td>
<td>$3,886,682</td>
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<tr>
<td></td>
<td>Net sales</td>
<td>$187,665</td>
<td>$329,488</td>
<td>$313,772</td>
<td>$342,017</td>
<td>$269,194</td>
<td>$1,442,127</td>
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<tr>
<td></td>
<td>Margin %</td>
<td>31%</td>
<td>35%</td>
<td>39%</td>
<td>41%</td>
<td>39%</td>
<td>37%</td>
</tr>
<tr>
<td>4005</td>
<td>Jet A - Volume Sales</td>
<td>$644,880</td>
<td>$337,829</td>
<td>$12,957</td>
<td>$0</td>
<td>$0</td>
<td>$995,666</td>
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<tr>
<td>5003</td>
<td>Jet A - Volume Cost</td>
<td>$(466,555)</td>
<td>$(229,933)</td>
<td>$(7,394)</td>
<td>$0</td>
<td>$0</td>
<td>$(701,882)</td>
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<td>Net sales</td>
<td>$178,325</td>
<td>$107,896</td>
<td>$3,563</td>
<td>$0</td>
<td>$0</td>
<td>$291,784</td>
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<tr>
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<td>Margin %</td>
<td>28%</td>
<td>0.32</td>
<td>43%</td>
<td>43%</td>
<td>43%</td>
<td>29%</td>
</tr>
<tr>
<td>4006</td>
<td>Jet A - Contract Sales</td>
<td>$0</td>
<td>$1,323,184</td>
<td>$1,638,151</td>
<td>$1,871,904</td>
<td>$2,015,859</td>
<td>$6,849,098</td>
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<tr>
<td></td>
<td>Net sales</td>
<td>$488,280</td>
<td>$641,236</td>
<td>$828,487</td>
<td>$782,808</td>
<td>$2,740,811</td>
<td>$2,740,811</td>
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<tr>
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<td>Margin %</td>
<td>37%</td>
<td>39%</td>
<td>39%</td>
<td>39%</td>
<td>39%</td>
<td>39%</td>
</tr>
<tr>
<td>4010</td>
<td>AvGas - Retail Sales</td>
<td>$73,703</td>
<td>$82,444</td>
<td>$65,752</td>
<td>$73,465</td>
<td>$77,251</td>
<td>$372,814</td>
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<tr>
<td>5010</td>
<td>AvGas - Retail Cost</td>
<td>$(58,463)</td>
<td>$(61,712)</td>
<td>$(54,170)</td>
<td>$(47,572)</td>
<td>$(42,057)</td>
<td>$(253,974)</td>
</tr>
<tr>
<td></td>
<td>Net sales</td>
<td>$15,240</td>
<td>$20,932</td>
<td>$21,582</td>
<td>$25,893</td>
<td>$25,194</td>
<td>$118,841</td>
</tr>
<tr>
<td></td>
<td>Margin %</td>
<td>21%</td>
<td>25%</td>
<td>33%</td>
<td>35%</td>
<td>46%</td>
<td>32%</td>
</tr>
<tr>
<td>4013</td>
<td>AvGas - Prepaid Sales</td>
<td>$49,497</td>
<td>$55,002</td>
<td>$49,861</td>
<td>$57,158</td>
<td>$58,716</td>
<td>$270,234</td>
</tr>
<tr>
<td>5012</td>
<td>AvGas - Prepaid Cost</td>
<td>$(40,824)</td>
<td>$(42,120)</td>
<td>$(36,543)</td>
<td>$(40,692)</td>
<td>$(41,399)</td>
<td>$(202,378)</td>
</tr>
<tr>
<td></td>
<td>Net sales</td>
<td>$8,673</td>
<td>$11,883</td>
<td>$13,518</td>
<td>$16,466</td>
<td>$17,317</td>
<td>$67,857</td>
</tr>
<tr>
<td></td>
<td>Margin %</td>
<td>18%</td>
<td>22%</td>
<td>27%</td>
<td>29%</td>
<td>29%</td>
<td>25%</td>
</tr>
<tr>
<td>4015</td>
<td>AvGas - Self Fueler Sales</td>
<td>$15,744</td>
<td>$15,243</td>
<td>$22,184</td>
<td>$27,268</td>
<td>$31,295</td>
<td>$111,733</td>
</tr>
<tr>
<td>5011</td>
<td>AvGas - Self Fueler Cost</td>
<td>$(13,828)</td>
<td>$(12,675)</td>
<td>$(18,207)</td>
<td>$(21,863)</td>
<td>$(25,141)</td>
<td>$(91,714)</td>
</tr>
<tr>
<td></td>
<td>Net sales</td>
<td>$1,916</td>
<td>$2,568</td>
<td>$3,976</td>
<td>$5,405</td>
<td>$6,154</td>
<td>$20,019</td>
</tr>
<tr>
<td></td>
<td>Margin %</td>
<td>12%</td>
<td>17%</td>
<td>18%</td>
<td>20%</td>
<td>20%</td>
<td>18%</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total Aircraft Fuel Cost</td>
<td>$(1,423,515)</td>
<td>$(2,283,969)</td>
<td>$(1,910,377)</td>
<td>$(2,070,885)</td>
<td>$(2,230,994)</td>
<td>$(5,919,742)</td>
</tr>
<tr>
<td></td>
<td>Net Sales</td>
<td>$710,941</td>
<td>$1,355,791</td>
<td>$1,313,047</td>
<td>$1,632,348</td>
<td>$1,574,253</td>
<td>$6,586,379</td>
</tr>
<tr>
<td></td>
<td>Margin %</td>
<td>33%</td>
<td>37%</td>
<td>41%</td>
<td>44%</td>
<td>41%</td>
<td>40%</td>
</tr>
</tbody>
</table>

### Sales Mix:
- Jet A: 93% 96% 96% 96% 96% 95% 94%
- AvGas: 7% 4% 4% 4% 4% 5% 6%

### Average retail price:
- Jet A: $4.90 $4.67 $4.35 $4.35 - --- ---
- AvGas: $4.57 $4.96 $4.78 $4.58 - --- ---

Note: New fuel program pricing implemented November 13, 2018.

- Jet A Cost of Sales: $(1,310,400) $(2,166,463) $(1,811,658) $(1,960,758) $(2,122,997) $(17,858,092)
- Jet A Margin: $685,112 $1,320,408 $1,273,970 $1,584,584 $1,515,988 $10,200,242
- Jet A Gallons Sold: 476,093 830,906 800,276 922,643 913,380 7,431,849
- Jet A Margin per Gallon: $1.44 $1.59 $1.59 $1.72 $1.66 $1.37

Page 4
Packet Distribution List for NAA Board & Committee Meetings

Board Packet – Hard Copies (14 Full Packets) – staple each section, double side everything but not the agendas – Need to be out by 2 p.m. on the Wednesday week before meeting
✓ Original – Maintain for official file (plus 2 – one is for Chris in case he needs it)
✓ Commissioners – 5
✓ Diane Jackson
✓ Diane Terrill
✓ Kerry Keith
✓ Ken Warriner
✓ Ryan Frost
✓ Ron Jefferson (2)

Board Packet – Electronic Copies in Full Color (Send link)
✓ Leadership Team
✓ Jennifer Hamilton (GSM&A) – jennifer@gsma.pro (Copy for website - Must be sent to Jennifer the Wednesday week before meeting)
✓ Legal Counsel – Bill Owens - OWENSW@bsk.com
✓ Dr. Chris Buckley - chrisbuckley1@gmail.com

Agenda (in pdf unless otherwise noted)
✓ Post on the GAT Lobby Bulletin Board (must be done the Wednesday before meeting)
✓ Fax to Media (set up on Admin copier) (must be done the Fri. b-4 meeting)
✓ Email (in word format) to City Clerk’s Office at erogers@naplesgov.com, jrosenberg@naplesgov.com; ktetrault@naplesgov.com and dfracich@naplesgov.com
✓ Email via “bcc” (in pdf format) to these distribution lists: City of Naples, Collier County Presidents Councils. And NCC (Distribution Lists in Robin’s Contacts)
✓ Email (in pdf format) to News Press LRuane@News-Press.com
✓ Scottie Yeager - All agendas for Board, Consultant Selection and Air Service Meetings - escottiey@gmail.com
✓ Jenna Heiderman, Executive Director – Port Royal POA - jheiderman@portroyalpoa.com

Electronic Presentations for Meetings at City Hall (in Color)
Email to dfracich@naplesgov.com in original form (not pdf). David needs the presentations the Tuesday prior to the meeting.

Original Board Packet
Maintain in Executive Assistant’s Office
Copy of handouts and presentations made at meeting to be maintained with Original Packet