

LEASE AND PROPERTY OPERATION AGREEMENT

THIS LEASE AND PROPERTY OPERATION AGREEMENT (this "Agreement") is between the City of Clearwater, Florida, a municipal corporation of the State of Florida (the "City" or "Lessor") and FlyUSA PV, LLC, a Florida limited liability company ("Lessee" and collectively with Lessor, the "Parties").

RECITALS

WHEREAS, Lessor is the owner of the Clearwater Airpark, located at 1000 N. Hercules Avenue, Clearwater, Florida 33765, which Lessor intends to revitalize through redevelopment of the facilities; and

WHEREAS, Lessor intends for the Clearwater Airpark to continue to be used as a public-use airport that provides safe and efficient services for the benefit of the public by means of a lease and operating agreement; and

WHEREAS, Lessee desires to acquire the lease and operational rights for the Clearwater Airpark in exchange for certain rental payments; and

WHEREAS, Lessor and Lessee seek to obtain matching grant funds from the Florida Department of Transportation ("FDOT") for certain capital improvement projects for the Clearwater Airpark with Lessor to provide funding contributions upfront and Lessee to provide reimbursement to Lessor for a portion of total project costs; and

WHEREAS, Lessee is dedicated to ensuring that flight training remains available at the Clearwater Airpark while at the same time mitigating noise pollution and disturbance to nearby single-family neighborhoods; and

WHEREAS, Lessee is dedicated to providing current active tenants leasing space for aircrafts with opportunities to continue leasing space at the Clearwater Airpark; and

WHEREAS, the Parties intend to work together in good faith to secure the funds from FDOT and move forward with the revitalization and redevelopment of the Clearwater Airpark.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

Article 1 **Definitions**

1. "Aeronautical Activity or Service" - Shall mean any activity or service which involves, makes possible, or is required for the operation of aircraft or which contributes to, or is

required for, the safety of such operations and shall include, but not by way of limitation, all activities commonly conducted at airports, such as charter operations, flight training school, aircraft rental, aircraft storage, air taxi operations, sightseeing, aerial photography, surveying, aircraft sales and service, sale of aviation petroleum products (whether or not conducted in conjunction with other included activities), repair and maintenance of aircraft, sale of aircraft parts, sale and maintenance of aircraft accessories, radio, communication and navigation equipment, flying clubs and any other activity which, because of its direct relationship to the operation of aircraft, can appropriately be regarded as an "Aeronautical Activity or Service". Aeronautical Activity or Service shall not include regularly scheduled air carrier operations, skydiving, glider training and operations (motorized and nonmotorized), aerial advertising, crop dusting, all manufacturing, fabricating or assembly operations or ultra-light operations; therefore, **these activities are expressly prohibited at the Airpark.**

2. this "Agreement" – Shall mean this Lease and Property Operation Agreement.

3. the "Airpark" - Shall mean the Clearwater Airpark, owned by the City and more particularly described in Exhibit "A".

4. the "City" or "Lessor" - Shall mean the City of Clearwater, Florida, and any of the designated officials of the City who are vested with the specific authority to govern the activities of the Airpark.

5. "Airpark Tenant" - Shall mean any entity other than Lessee that holds a lease or other agreement authorized by this Agreement for use of the Premises to conduct Aeronautical Activity or Service.

6. the "Master Plan" - Shall mean the master plan for the Airpark as adopted by Lessor's city council on or about October 5, 2000, as amended on May 20, 2021, and any subsequent amendments thereto approved by Lessor's city council, and the scaled dimensional layout of the entire Airpark, indicating current and proposed usage for each identifiable segment as approved by Lessor and the State of Florida attached to this Agreement as Exhibit "C".

7. "Structures" – shall mean above ground buildings, runways, taxiways and other objects permanently affixed to the ground at the Airpark.

Article 2

Premises

2.1 Premises. Lessor hereby leases to Lessee and Lessee leases from Lessor, upon all of the conditions set forth herein, that certain real property situated in Pinellas County, Florida, at 1000 N. Hercules Avenue, Clearwater, Florida 33765, commonly known as the Clearwater Airpark and consisting of the real property legally described in Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Premises" or the "Airpark"), together with all improvements thereon and appurtenances thereto.

2.2 Lessor Access to Premises. Lessee acknowledges and understands that Lessor shall continue to have access to the Premises in order to fulfill its obligations under this Agreement,

perform any municipal function of government, or exercise any other right it has to access the Premises provided in this Agreement or otherwise by law. Lessor shall continue to have access to all surface and subsurface utilities within the Premises for the construction, repair, maintenance, alteration, replacement, relocation, or removal of such utilities. Furthermore, Lessee understands that Lessor and the public shall continue to use the access road located on the Western side of N. Hercules Ave. for ingress and egress to the Premises as well as to the adjacent municipal compressed natural gas station.

Article 3 **Term**

3.1 **Initial Term.** Unless terminated earlier pursuant to the terms and conditions of this Agreement, the initial term of this Agreement shall begin on March 1, 2023 and shall continue until February 29, 2028 (the “Initial Term”).

3.2 **Renewal Periods.**

- a) Upon the expiration of the Initial Term and provided that Lessee is not then in default, Lessee shall have the unilateral option to renew this Agreement for one (1) five (5) year renewal period (the “First Renewal Period”). Subsequent to the First Renewal Period and upon mutual agreement of the Parties, the Parties shall have the option to extend this Agreement for four (4) additional five (5) year renewal periods (each, a “Subsequent Renewal Period” and collectively, the “Subsequent Renewal Periods”).
- b) In the event that Lessor does not agree to renew this Agreement for the second renewal period, Lessor agrees to pay to Lessee at the end of the First Renewal Period a sum of 1.5 times the amount Lessee has expended on the design and construction of FDOT Projects as identified in Article 12, Section 12.2. This requirement shall not apply to renewal options not agreed to by Lessor after the second renewal period.
- c) Lessee shall provide Lessor with written notice of Lessee’s intent to renew this Agreement no later than one hundred and twenty (120) days prior to the expiration of the Initial Term or, if renewed previously, one hundred and twenty (120) days prior to the expiration of any of the aforementioned renewal terms (“Notice of Renewal”). In the event Lessee does not agree to renew this Agreement within the notice period, this Agreement shall be subject to termination at the end of the current term at the discretion of Lessor without penalty to Lessor.

Article 4

Building

Lessor shall provide a building to serve as a general aviation terminal for use by Lessee that contains a reasonable amount of space properly lighted for office space, storage, a public waiting area that includes indoor restroom facilities, and a public use telephone. Upon fifteen (15) days' notice from Lessor, Lessee shall provide meeting space for City employees and officials for meetings on matters arising out of or relating to the Airpark.

Article 5

Standard Requirements for Airpark Operation and All Services

5.1 In its operation of the Airpark and providing all of the services or activities specified in this Agreement, Lessee shall operate the Airpark for the use and benefit of the public and meet or exceed the following requirements and standards:

a) Lessee shall furnish service and access to the Premises on a fair, reasonable and nondiscriminatory basis to all users of the Airpark. Lessee shall furnish good, prompt, and efficient service adequate to meet all reasonable demands for its services at the Airpark. Lessee shall charge fair, reasonable, and nondiscriminatory prices for each unit of sale or service; provided, however, that Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

b) Lessee shall select and appoint a full-time manager of its operations at the Airpark. The manager shall be qualified, experienced, and vested with full power and authority to act in the name of Lessee with respect to the method, manner, and conduct of the operation of the fixed-base services. The manager shall be available at the Airpark during regular business hours. During the manager's absence, a duly authorized and adequately trained subordinate shall be in charge and available at the Airpark. Lessee agrees that a duly authorized representative shall attend any City meeting that Lessor deems necessary that involves the operation of the Airpark to answer any questions about the Airpark's operations.

c) Lessee shall provide, at its sole expense, qualified and trained employees during hours of operation to provide the services required or authorized by this Agreement. Lessee's employees shall maintain a seven (7) day week schedule to support the Aeronautical Activity and Service as well as other uses authorized by this Agreement consistent with the Airpark's hours of operation. Lessee shall also provide an adequate number of staff to ensure after hours security and serve as a reporting mechanism for unauthorized take offs and landings between the hours of 11:00 p.m. and 7:00 a.m.

d) Lessee shall control the conduct, demeanor and appearance of its employees, who shall be trained by Lessee and who shall possess such technical qualifications and hold such certificates of qualification as may be required in carrying out assigned duties. It shall be the responsibility of Lessee to maintain close supervision over its employees.

e) Lessee shall meet all expenses and payments in connection with the use of the Premises and the rights and privileges herein granted, including licenses or permits required by law in the normal course of business. Lessee shall pay all taxes and assessments against the Premises leased to Lessee by this Agreement, and against the leasehold and any other property interests under this Agreement. Lessee may, however, at its sole expense and cost, contest any tax, fee or assessment.

f) During the term of this Agreement, Lessee shall have the right, at its expense, to place in or on the Premises a sign or signs identifying Lessee. Said sign or signs shall be of a size, shape, design, and at a location or locations approved by Lessor and must comply with all City code requirements. Lessee shall remove, at its expense, all lettering, signs and placards so erected on the Premises at the expiration or termination of this Agreement.

g) Lessee shall create and utilize lease forms for the rental of shade hangars, T-hangars, corporate hangars, and tie down rental spaces for airplanes. Hangar and tie down vacancies shall be filled in a fair, impartial, and nondiscriminatory manner in accordance with a policy developed by Lessee which shall be made available to Lessor upon request.

h) Lessee shall provide, upon Lessor's written request documentation as to Lessee's technical and financial ability to perform the services of proposed operation at all times during the term of this lease. Such evidence of technical and financial ability shall consist of, but not necessarily be limited to, a statement of financial position certified by an officer of Lessee as to its correctness and reviewed by the City auditor and other licenses, permits or certificates required by law and applicable to Lessee's proposed operation.

i) Lessee shall not do business on the Premises in any business name other than the name of the business as it appears in this Agreement or the names "FlyUSA" or "FlyUSA, Inc." without written permission of Lessor.

j) Hours of Operation. Except as specifically provided otherwise in Article 13 of this Agreement, aircraft shall be permitted to operate from the Airpark between 7:00 a.m. and 11:00 p.m. for takeoffs and landings. The Airpark shall be closed to takeoffs and landings at all other times except when authorized in writing by the City Manager or designated representative. Takeoffs and landings beginning at 6:00 a.m. for traffic reporting aircraft shall only be with the written permission of the City Manager or designated representative, and such permission is revocable at any time within the City Manager's sole discretion. Emergency "on call" service will be provided during off duty hours by Lessee.

k) Lessee shall provide apron servicing of and assistance to aircraft, including itinerant parking, storage, and tie down service for both based and itinerant aircraft upon or within facilities leased to Lessee or aircraft parking areas designated by Lessor.

l) Customary accommodations for the convenience of users, including passenger and pilot lounge areas, information services, telephone service connections to the Flight Service Station and/or the United States Weather Bureau, pilot accessories, appropriate vending machines, and rental car services as may be appropriate shall be provided by Lessee.

m) Lessee shall ensure the availability of an adequate number and type of fire extinguishers, and pieces/units of appropriate ground support equipment ("GSE"), to meet airport user requirements and all applicable governmental codes and laws.

n) Unicom System and NOTAMS. Lessee shall provide, maintain, and operate an airport UNICOM station providing continuous airport advisory services during the hours set forth in Section 5.1(j), Hours of Operation. By federal law, Lessor shall be the sole holder of the Unicom station license. Lessee shall be responsible for promptly issuing Notice to Airmen ("NOTAMs") and other necessary public information involving the status and operation of the Airpark as well as any condition affecting aeronautical use of the airport.

o) Instrument Approach. The Parties hereby agree that Lessee shall be responsible for working with the Federal Aviation Administration ("FAA") to publish an instrument approach at the Airpark (the "Instrument Approach"). If the Instrument Approach is published, Lessor shall be the sole owner of the Instrument Approach in perpetuity. Lessee understands and acknowledges that its efforts to obtain the Instrument Approach shall not grant Lessee any rights to the Instrument Approach and Lessee shall retain no rights in or to the Instrument Approach.

p) Notifications. Lessee shall promptly notify the City Manager or designated representative of any dangerous or unsafe conditions, accidents, or other incidents involving damage to property or injury to persons at or connected to the Airpark.

q) Lessee agrees to comply with the American Disabilities Act ("ADA") requirements as they pertain to the general aviation terminal.

Article 6

Minimum Requirements for Aviation Petroleum and Ramp Services

6.1 In providing any of the required services or activities specified herein, Lessee shall operate for the use and benefit of the public and shall meet or exceed the following standards:

a) Personnel. Lessee shall employ at least two (2) full-time employees properly trained in aircraft fueling and ramp safety procedures and shall ensure a sufficient number of personnel to provide after-hours security.

b) Services. Lessee shall provide aircraft ground guidance within the uncontrolled areas adjacent to the Premises and ramp service, including sale and into plane delivery of aviation fuels, lubricants, and other related aviation products. Lessee shall charge fair, reasonable, and nondiscriminatory prices for each unit of sale or service; provided, however, that Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

c) Fuel Facilities and Fuel Supply. Lessor shall furnish two (2) leased metered and filter equipped dispensers, for dispensing aviation fuel from storage tanks. The tanks will consist of one (1) 12,000-gallon tank for dispensing 100-octane fuel ("Avgas fuel") and one (1) 12,000-gallon tank for

dispensing Jet A fuel. Lessor shall be responsible for any repair and maintenance of the fuel storage tanks.

d) Lessee shall ensure the maintenance of pumping equipment in "as is" condition and meeting all applicable safety requirements with reliable metering, filtering and grounding devices subject to independent inspection and with a pumping efficiency capable of servicing aircraft. An adequate supply of 100 octane and Jet A fuel shall be maintained at all times by Lessee and Lessee will secure and maintain an ongoing contract with a fuel supplier to ensure continuous supply of aviation fuel. Lessee shall be responsible for the fuel dispensing equipment on the Premises including repair and maintenance of such equipment regardless of ownership.

Article 7

Minimum Requirements for Aircraft Rental

7.1 Should Lessee elect to allow or provide aircraft rental services on the Premises, the service shall be operated for the use and benefit of the public and shall meet or exceed the following standards:

a) Personnel. Certified Flight instructors sufficient in number to meet service demands with ratings appropriate for aircraft for rent and currently certified by the FAA shall be employed.

b) Aircraft. A total of at least one (1) airworthy, properly equipped aircraft and at least one (1) airworthy, properly equipped instrument single-engine aircraft, owned or leased in writing to Lessee or service provider shall be furnished by Lessee or service provider.

c) Customer Notification. Lessee or service provider shall post a sign or placard visible to all rental customers giving notification of insurance coverage, renter liability, and other legal risks associated with any aircraft rental agreement.

Article 8

Minimum Requirements for Aircraft Sales

8.1 Should Lessee elect to allow or provide aircraft sales on the Premises, the service shall be operated for the use and benefit of the public and shall meet or exceed the following standards:

a) Personnel. At least one (1) commercial pilot currently certified by the FAA, with ratings appropriate for the types of aircraft to be demonstrated shall be employed.

b) Dealerships. It shall be at the discretion of Lessee or service provider: (1) whether to be an authorized factory dealer; or (2) what manufacturer Lessee or service provider chooses to represent. All aircraft dealers shall hold a dealership license or permit.

Article 9
Minimum Requirements for Air Taxi Operations

9.1 Should Lessee elect to allow or provide air taxi or commuter air operations on the Premises, the entity providing such services must be certified by the FAA under Federal Aviation Regulation Part 135 and Part 121 and registered with the Civil Aeronautics Board under the Economic Regulations of Part 298, and meet the following minimum standards:

a) Personnel. A sufficient number of commercial and/or airline transport pilot(s) certified by the FAA to conduct the air taxi shall be employed to meet service demands.

b) Aircraft. A minimum of one (1) airworthy, instrument aircraft is required. Beyond this minimum requirement, it shall be left to the discretion of Lessee or service provider to provide the type, category, class, size and number of aircraft to meet the scope and magnitude of the service performed. All aircraft will be owned or leased in writing to Lessee or service provider, will be airworthy, and meet all requirements of the certificate held. Such aircraft shall be under the full operational control of Lessee or service provider.

Article 10
Default and Termination

10.1 Termination by Lessee. This Agreement shall be subject to termination by Lessee at its option in the event of any one or more of the following events:

a) The material default by Lessor in the performance of any of the terms, covenants or conditions of this Agreement, and in the failure of Lessor to remedy, or undertake to remedy, to Lessee's satisfaction, such default for a period of thirty (30) days after receipt of written notice from Lessee to remedy the same. In the event the Lessor has commenced to cure the material default, but it is of such nature that it cannot be completely cured within thirty (30) days, then Lessor shall have such reasonable additional time as is necessary to cure the material default;

b) The abandonment by Lessor of the Airpark as an airport or airfield;

c) Complete destruction of all or a substantial portion of the Airpark pursuant to Article 17, Section 17.5 and not repaired within three hundred and sixty-five (365) days; or

d) The lawful assumption by the United States, State of Florida, or any authorized agency thereof, of the operation, control, or use of the Airpark, or any substantial part or parts thereof, in such a manner as to restrict substantially Lessee from conducting business operations for a period in excess of forty-five (45) days.

10.2 Termination by Lessor. This Agreement shall be subject to termination by Lessor at its option in the event of any one or more of the following events:

a) The material default by Lessee in the performance of any of the terms, covenants or conditions of this Agreement, and in the failure of Lessee to remedy, or undertake to remedy, to Lessor's satisfaction, such default for a period of thirty (30) days after receipt of written notice from Lessor to remedy the same. In the event the Lessee has commenced to cure the material default, but it is of such nature that it cannot be completely cured within thirty (30) days, then Lessee shall have such reasonable additional time as is necessary to cure the material default;

b) Lessee files a voluntary petition in bankruptcy, including a reorganization plan, makes a general or other assignment for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the property or affairs of Lessee and such receivership is not vacated within thirty (30) days after the appointment of such receiver. Such an event shall be considered a material default;

c) Lessor determines that a municipal need exists for all or part of the Premises consistent with Lessor's Charter; or

d) Lessee has violated the terms of this Agreement by a documented consistent pattern of conduct detrimental to the operation of the Airpark.

10.3 Exercise. Exercise of the rights of termination set forth in Sections 10.1 and 10.2, above, shall be by thirty (30) days' written notice to the other party. Forbearance of timely notice shall not be deemed a waiver of any breach.

10.4 Surrender; Effect of Termination. Upon termination of this Agreement, Lessee shall promptly vacate and surrender to Lessor the Airpark and any Lessor assets contained therein. In any event, such surrender shall be complete on the later of ninety (90) days after receipt of written notice of the intent to terminate or thirty (30) days following effective date of termination. Upon termination of this Agreement for any reason, Lessee, at its sole expense, shall remove from the Premises all signs, trade fixtures, furnishings, personal property, equipment and materials which Lessee was permitted to install or maintain under the rights granted herein and make any repairs to the Premises necessitated by such removal. If Lessee shall fail to do so within the aforementioned time period, Lessor may affect such removal or restoration at Lessee's expense, and Lessee agrees to pay Lessor such expense promptly upon receipt of a proper invoice therefore.

10.5 Additional Remedies for Material Default. If a material default shall remain uncured thirty (30) days after written notice thereof to the defaulting party, then, in addition to the right of termination, the non-defaulting party may pursue any and all legal or equitable remedies to which the non-defaulting party is entitled, including an action for declaratory or injunctive relief. In the event the defaulting party has commenced to cure the material default, but it is of such nature that it cannot be completely cured within thirty (30) days, then defaulting party shall have such reasonable additional time as is necessary to cure the material default. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.

10.6 Anticipatory Repudiation. Whenever Lessor in good faith has reason to question Lessee's intent or ability to perform, Lessor may demand that Lessee give a written assurance of Lessee's intent and ability to perform. In the event that the demand is made and no written assurance is given within fifteen (15) calendar days, Lessor may treat this failure as an anticipatory repudiation of the Agreement and Lessor shall be entitled to terminate this Agreement as provided in Section 10.3.

10.7 Waiver. The waiver of any breach, violation or default in or with respect to the performance or observance of the covenants and conditions contained herein shall not be taken to constitute a waiver of any such subsequent breach, violation or default in or with respect to the same or any other covenant or condition hereof.

Article 11

Rent and Other Expenses

11.1 Rent. Rent shall be due in monthly installments (the "Monthly Rent"). For the Initial Term and the First Renewal Period, the Monthly Rent shall be in the amount of twenty thousand dollars (\$20,000.00). The Monthly Rent shall increase annually by the higher of 3% or the increase in the CPI-U, based on the twelve (12) month period ending two (2) months prior to the effective date of the increase. Additionally, beginning in the second renewal term, the Monthly Rent shall experience a one-time increase of twenty-five thousand dollars (\$25,000.00) per month. Lessee agrees to pay the pro rata share of any partial year during the beginning or end of this Agreement. The Monthly Rent shall be due on or before the first day of each calendar month for that calendar month's rent payment. Lessee agrees to pay Lessor's sales tax on all rent payments. Lessor shall invoice Lessee for the Monthly Rent via U.S. Mail with invoices deemed "received" five (5) calendar days after mailing or through such other means mutually agreed upon by the Parties in writing.

11.2 Deferred Rent Increase. Notwithstanding Section 11.1, for each twenty-five thousand dollars (\$25,000.00) that Lessee reimburses Lessor in excess of two million four hundred thousand dollars (\$2,400,000.00) (the "Monetary Threshold") towards FDOT Projects (as identified in Article 12, Section 12.2), there will be a one (1) month delay in commencement of the twenty-five thousand dollar (\$25,000.00) per month rent increase scheduled to become due during the second renewal term of this Agreement. Should Lessee's reimbursement costs exceed the Monetary Threshold after the second renewal term has begun, the twenty-five thousand dollar (\$25,000.00) rent increase shall be suspended beginning the next calendar month for a period of one (1) month per every twenty-five thousand dollars (\$25,000.00) reimbursed to Lessor over the Monetary Threshold. In any event, Lessee shall remain responsible for reimbursing all of Lessor's costs for the aforementioned FDOT Projects. Nothing in this section obligates Lessor to construct any of the FDOT Projects outlined in Article 12, Section 12.2. Such obligations solely arise under Article 12.

11.3 Delinquency Charge. A rent or fee payment shall be delinquent if not paid on or before the tenth (10th) day following the due date and shall accrue interest at the maximum amount allowable by law until paid. Furthermore, a delinquent rent or fee payment shall be considered a material default under this Agreement.

11.4 Place of Payment. All payments due Lessor from Lessee shall be delivered to the Marine & Aviation Department, City of Clearwater, 25 Causeway Boulevard, Clearwater, Florida 33767.

11.5 Records and Right to Audit. Lessee agrees to keep all books, accounts, records, and other documents covering all transactions relating to this Agreement in accordance with generally accepted accounting principles for a period of five (5) years and for such additional reasonable period as Lessor may request. Lessor shall have the right to examine such books, accounts, and records and all other documents and material in Lessee's possession or under its control, with respect to gross sales, tenant fees, sub-lease proceeds, and associated Airpark expenses in accordance with the terms of this Agreement and shall have a reasonable amount of freedom and access thereto for such purposes and for the purpose of making copies and/or abstracts therefrom. Lessor reserves the right to conduct or cause to be conducted an independent audit of any financial transaction under this Agreement, such audit may be performed by the City's audit staff, a certified public accountant firm, or other auditors designated by Lessor and will be conducted in accordance with applicable professional standards and practices.

11.6 The acceptance by Lessor of any statement by Lessee, or of any payment, shall not be deemed a waiver of the right of Lessor to claim additional payment after a review and inspection of Lessee's books and records nor shall such acceptance constitute a waiver by Lessee of any claim for a refund from Lessor for any overpayment.

11.7 Associated and Capital Expenses. Lessee shall pay all of Lessor's non-capital expenses associated with the Premises, to include all utilities payments, grounds maintenance, minor repairs and maintenance to the Airpark, security, taxes, assessments, and all other operating expenses which are necessary to properly operate the Premises ("Associated Expenses"). Lessor shall be responsible for payment of all capital expenses ("Capital Expenses"). For purposes of this Agreement, Capital Expenses shall mean those expenses for major repair or replacement of Structures or other utilities located on the Premises, or to the real estate upon which the Structures or utilities are located. Additionally, Capital Expenses shall also mean those expenses for the repair or replacement of any City-owned equipment and vehicles that are not considered fixtures including vehicles and trailers, but specifically excluding fuel pumping equipment, the City-owned tractor, and any lawn mowing equipment.

Article 12

FDOT Capital Improvement Projects

12.1 FDOT Funding. Lessor agrees in good faith to pursue FDOT funding for certain capital improvement projects that repair, redevelop, and revitalize the Airpark as outlined in Section 12.2. In consideration for this task, Lessee shall fully reimburse Lessor as provided in this Section 12.1 (a)-(c). The Parties agree that the projects described in Section 12.2 will encompass all of the FDOT capital improvement projects (the "FDOT Projects" or each an "FDOT Project")

contemplated under this Agreement. The Parties shall work together in good faith to prioritize and select the projects to submit to FDOT for matching funding. Lessor will continue to fund all other capital improvement projects not specified as FDOT Projects under Section 12.2, and such projects shall be selected at the discretion of Lessor.

- a) Eighty Percent (80%) Funding. If FDOT determines that any portion of an FDOT Project qualifies for matching funds to cover eighty percent (80%) of the local share of general aviation airport project costs, the City shall cover the remaining twenty percent (20%) of funding upfront and Lessee shall be responsible for fully reimbursing the City for the City's match plus any cost overages exceeding the total FDOT Project grant amount.
- b) Fifty Percent (50%) Funding (Airpark Terminal). If FDOT determines that the redevelopment of the Airpark terminal and associated parking lot (the "Terminal Project") or any portion thereof qualifies for matching funds to cover only up to fifty percent (50%) of the costs to design and construct the Terminal Project, Lessor agrees to cover the Lessor's portion of the fifty percent (50%) funding requirement using City funds in an amount not to exceed seven hundred and fifty thousand dollars (\$750,000.00) total without expectation of reimbursement by Lessee. Should the funds necessary to satisfy the Lessor's match contribution for the Terminal Project exceed seven hundred and fifty thousand dollars (\$750,000.00), Lessor shall cover the additional funds necessary to meet the funding requirement upfront and Lessee shall be responsible for reimbursing the City for these additional funds contributed towards the match and any cost overages exceeding the total Terminal Project FDOT grant amount.
- c) Fifty Percent Funding for Other Airpark Projects. If FDOT determines that any other FDOT Project, or any portion thereof, only qualifies for matching funds to cover up to fifty percent (50%) of the FDOT Project, Lessor and Lessee shall work in good faith to reasonably determine whether or not to move forward with the FDOT Project and how to allocate each party's contribution.

12.2 Schedule of FDOT Projects. The Parties agree that the FDOT Projects shall be developed in the chronological order described in this Section 12.2. The below prioritization of FDOT Projects shall not prohibit the Parties from commencing work on a subsequent FDOT Project before a previous FDOT Project has been completed so long as the previous FDOT Project has commenced development. For purposes of this Agreement, "commenced development" shall mean that applications for an FDOT Project have been submitted in good faith for development approvals or building permits to the City of Clearwater. The Parties further agree that should any other FDOT capital improvement project not listed below become necessary to address serious or immediate health and safety concerns at the Airpark, such a project may, at the discretion of Lessor, take priority over any FDOT Project.

- 1) 2023-24 goal: Design and construction of the new airport terminal building and associated parking lot;
- 2) 2024-25 goal: Design and construction of new corporate hangars; and
- 3) 2025-26 goal: Design and construction of two additional rows of T-hangars and a corporate hangar.

12.3 Selection of Design and Construction Professionals. The Parties agree that the selection of the design and construction professionals for the FDOT Projects will be handled in accordance with the City's procurement ordinances, policies, and procedures. Such professionals shall include but not be limited to architects, landscape architects, engineers, surveyors, construction managers, design firms, and construction management companies. The committee for the selection of such professionals shall contain five (5) members with four (4) members selected by Lessor and one (1) member selected by Lessee.

12.4 Scope of FDOT Projects. The Parties agree that the designs, scale, scope, costs, and FDOT grant requests for the FDOT Projects shall be mutually agreed to by the Parties with the assistance of the design and construction professionals selected via the City's procurement processes. In the event the Parties are unable to mutually agree to the design, scale, scope, cost, or FDOT grant request for any FDOT Project, the FDOT Project in question shall not be pursued further by the Parties and Lessee shall continue to manage the Airport for the remainder of the current lease term excepting those circumstances that warrant early termination as specified under Article 10.

12.5 Letter of Available Funding. As a condition precedent to the hiring of any design or construction professionals as referenced in Section 12.3 for an FDOT Project, Lessee shall provide Lessor with an official letter from an accredited banking institution indicating Lessee has sufficient funds to cover Lessee's reimbursement obligations for Lessor's grant match for the FDOT Project.

12.6 Master Plan. The Parties understand that amendments or revisions to the Master Plan may be necessary to permit the development of one or all of the FDOT Projects. In the event such amendments or revisions are necessary, Lessor agrees to cover the costs of such amendments or revisions.

12.7 FDOT Project Reimbursement.

- a) Lessor shall invoice Lessee in arrears on a quarterly basis via U.S. Mail or through such other means mutually agreed upon by the Parties in writing for those funds owed to Lessor and expended on design and construction of the FDOT Projects.

- b) Invoices for Lessee's share of the design costs expended on an FDOT Project shall become due and payable to Lessor during the next quarter and every subsequent quarter following the creation of the initial project design of an FDOT Project. For purposes of this section, design costs shall mean those costs expended on preparing the design and development plans for an FDOT Project as well as costs expended on obtaining development approvals, building permits, and any other necessary government approvals or permits. For purposes of this Agreement, the initial project design is the design professional's first attempt at designing the FDOT Project with the input received from the Parties and is created before the FDOT Project is submitted to any government agency for development approvals, building permits, or other necessary government approvals or permits.
- c) Invoices for Lessee's share of the construction costs expended on an FDOT Project shall become due and payable to Lessor during the next quarter and every subsequent quarter after an FDOT Project has commenced construction. For purposes of this Agreement, construction costs shall mean those costs expended on the preparation for and actual construction of an FDOT Project. For purposes of this Agreement, "commenced construction" shall mean that all preconstruction engineering and design work has been completed, all necessary licenses, permits and local and national environmental clearances have been received, all contractors have been engaged and ordered all essential equipment and supplies as, in each case, can reasonably be considered necessary so that physical construction of the eligible FDOT Project may begin and proceed to completion without foreseeable interruption of material duration, and physical construction (including, at a minimum, excavation for foundations or the installation or erection of improvements) at the primary site of the eligible project has begun.
- d) For purposes of this section, an invoice shall be considered "received" five calendar (5) days after mailing. Invoices not paid on or before the tenth (10th) day following the due date shall be considered delinquent and shall accrue interest at the maximum amount allowable by law until paid. Furthermore, a delinquent invoice shall be considered a material default under this Agreement.
- e) In the event Lessee elects to not agree to renew this Agreement pursuant to Article 3 before all Renewal Periods have been exercised, Lessee shall remain responsible for its reimbursement obligations to the City as provided in this Article 12 for FDOT Projects as follows:
 - 1. Lessee shall remain responsible for its reimbursement obligations for design costs for an FDOT Project where the initial project design for an FDOT Project was created during the current or a previous lease term.

2. Lessee shall remain responsible for its reimbursement obligations for construction costs for an FDOT Project where construction has commenced during the current or a previous lease term.

12.8 Place of Payment. All payments due Lessor from Lessee for FDOT Project reimbursement costs and expenses shall be delivered to the Marine & Aviation Department, City of Clearwater, 25 Causeway Boulevard, Clearwater, Florida 33767.

12.9 Inability to Obtain FDOT Project Funding. In the event that through no fault of Lessor and Lessee, the Parties are unable to obtain any portion of the funds requested from FDOT to design or construct any of the FDOT Projects specified in Section 12.2, the Parties shall decide whether or not a particular FDOT Project shall move forward and on what terms. Regardless, Lessee agrees to continue to manage the Airpark for the remainder of the current lease term excepting those circumstances that warrant early termination as specified under Article 10.

Article 13

Use

13.1 Use. The Premises shall be used and occupied only for use as an airpark and for aviation-related purposes. Use as an airpark and other aviation-related purposes shall include, but not be limited to Aeronautical Activity or Service, takeoff and landing of aircraft, restaurant, retail, office space, and any other activities which may be considered necessary to the operation of the Airpark but not expressly prohibited under the definition of "Aeronautical Activity or Service" in Article 1. Lessee shall be entitled, in common with others so authorized, to the use for their intended purposes of all facilities and improvements of a public nature which now are or may hereafter be connected with or appurtenant to the Airpark, including the use of landing areas, runways, taxiways, navigational aids, terminal facilities and aircraft parking areas designated by Lessor.

13.2 Air Taxi Service Use. If in the future Lessee has the opportunity to provide air taxi services to locations within the City with Electric Vertical Take-Off Landing Vehicles ("EVTOLs") or other appropriate aircraft based at the Airpark, such a use shall be allowed under this Agreement.

13.3 Flight School Use.

- a) In consideration of the restrictions agreed to in this Article 13, Lessee shall in good faith, put forth its best commercially reasonable efforts to enter into a long-term agreement with a flight instruction school during the Initial Term to ensure that flight training is available at the Airpark. Further, Lessee shall continue to put forth its best commercially reasonable efforts to maintain a flight school at the Airpark for so long as Lessee continues leasing the Premises.

- b) Lessee shall ensure that the flight school employs certified flight instructors sufficient in number to meet service demands and currently certified by the Federal Aviation Administration, with appropriate ratings to provide ground instruction, private, commercial, and instrument flight training.
- c) Lessee shall ensure that the flight school provides at least one (1) airworthy, properly equipped instrument single-engine aircraft, owned or leased in writing to Lessee or the flight school.
- d) Lessee shall ensure that the posting of a sign or placard visible to all renter pilots giving notification of insurance coverage, student pilot liability, and other legal risks associated with any aircraft rental agreement.
- e) Flight school training for airplanes shall be permitted Monday through Saturday from 7:00 a.m. to 11:00 p.m. and on Sundays from 11:00 a.m. to 11:00 p.m. with the condition that flight pattern training shall cease thirty (30) minutes after sundown on all days. Flight school training for helicopters shall be permitted Monday through Friday from 7:00 a.m. until 6:00 p.m. and on Saturdays and Sundays from 12:00 p.m. to 6:00 p.m. The flight school may reposition helicopters to or from other airports after 6:00 p.m. two (2) times per week. Flight school training shall not be permitted on the following holidays: Thanksgiving, Christmas Day, Easter, Fourth of July. In addition to the aforementioned holidays, helicopter training shall also not be permitted on the following holidays: Martin Luther King Day, Labor Day, Veterans Day, Memorial Day.

13.4 Limitation on Intensity of Flight School Activity. Lessee shall use its best efforts to implement methods to reduce impacts of the flight school on surrounding neighborhoods. Furthermore, Lessee agrees to reduce helicopter flight training activity by fifty percent (50%) over the Initial Term of this Agreement. The amount of helicopter flight training activity calculated as of year-end December 31, 2022, shall be used as the baseline for the reduced activity requirement for helicopter flight training. These methods of reducing intensity will likely include, but not be limited to:

- a) Reducing the number of flight school-owned airplanes and helicopters that are based at the Airpark full-time;
- b) Placing restrictions on the flight school's helicopter traffic-pattern work and frequency of helicopter training flights; and
- c) adjusting flight patterns for practicing aircrafts to alleviate effects on nearby neighborhoods.

As a part of the annual report to be provided by Lessee to Lessor, Lessee shall produce a report demonstrating the effectiveness of the methods for the reduction in intensity of flight school activity.

13.5 Aircraft Repair and Maintenance Services Use.

- a) Lessee shall in good faith, put forth its best commercially reasonable efforts to enter into a long-term agreement with a qualified aircraft repair and maintenance service company during the Initial Term to ensure that aircraft repair maintenance services are available at the Airpark. Further, Lessee shall continue to put forth its best commercially reasonable efforts to maintain an aircraft repair and maintenance service company at the Airpark for so long as Lessee continues leasing the Premises.
- b) Lessee shall ensure that the aircraft repair and maintenance service company employs mechanics certified by the FAA sufficient in number to meet service demands of the Airpark.

13.6 Compliance with Law, Restrictions, and Master Plan. The Parties shall work together at Lessee's expense, to execute and comply with all applicable statutes, ordinances, rules, orders, regulations, policies, and requirements of the federal, state, county and city governments having jurisdiction over the Premises, and all of their departments and bureaus, applicable to the Premises, as well as all applicable covenants and restrictions of records, which regulate the of the Premises. Lessee shall also comply with any applicable standards set forth in the Master Plan, which may be amended from time to time. Lessee shall keep in effect and post in a prominent place all necessary or required licenses or permits.

13.7 Approval and Enforcement of Leases, Contracts and Other Agreements. It is expressly understood and agreed that, in providing required or optional services pursuant to this Agreement, Lessee shall select all vendors, suppliers or other users of the Airpark. However, Lessor shall have the right to review and approve all contracts, leases, subleases or other agreements with the exception of tie-down and hangar leases which shall not be subject to Lessor's review and approval. Lessor shall have fifteen (15) days to review and approve such agreements upon receipt from Lessor. If Lessor fails to approve or deny such agreements within this allotted time, such agreements shall be deemed approved. Lessee's failure to provide Lessor with the opportunity to review and approve such agreements shall, at the option of Lessor, be a material default under this Agreement. Lessee shall be responsible for the enforcement of the provisions contained in hangar leases, tie down leases, vendor and supplier agreements, and all other agreements and shall take action to correct any violation within a reasonable amount of time. All leases and other agreements for use of the Premises shall be based on fair market value in relation to the Tampa Bay Region.

13.8 Accommodation of Active Tenants. As the Parties work together to redevelop the Airpark to a newer, modern facility that will improve the use of the Premises, some of the current

aircraft storage options may no longer be available. In the event that an active tenant renting space for aircraft storage is displaced because of the redevelopment of the Airpark, that tenant shall be given a right of first refusal for space that becomes available within the Airpark. For example—if an active tenant previously occupied a shade hangar (“Shade Hangar Tenant”) and shade hangars are no longer available upon the redevelopment of the Airpark, said Shade Hangar Tenant will be given the first right to take over any available hangar space and if hangar space is unavailable, Shade Hangar Tenant will be given the option to lease a tie-down space. In no event shall an active tenant be displaced with no option for space upon the redevelopment of the Airpark. For purposes of this Section 13.8, an “active tenant” shall be defined as a tenant leasing space for storage of aircraft at the Airpark who had an active lease with Clearwater Airpark, Inc. as of February 28, 2023, and has an aircraft which performs at least one (1) takeoff and one (1) landing each month.

13.9 Accommodation of Civil Air Patrol. Lessee agrees to use commercially reasonable efforts to continue to provide space to the Civil Air Patrol at no cost so that they may continue to operate at the Airpark.

Article 14

Indemnification

14.1 Indemnification by Lessee.

a) Lessee agrees to assume all risks of the Premises and all liability therefore, and shall defend, indemnify, and hold harmless Lessor, its officers, agents and employees from and against any and all loss, liability, and damages of whatever nature, to persons and property, including, without limiting the generality of the foregoing, death of any person and loss of the use of any property. This includes, but is not limited to, matters arising out of or claimed to have been caused by or in any manner related to the Premises or Lessee's operations or those of any approved or unapproved tenant, subtenant, licensee, invitee, contractor, subcontractor or other person approved, authorized, or permitted by Lessee in or about the Premises, including losses, liability, and claims related to air and noise pollution, or any other operations pursuant hereto, whether or not based on negligence. Lessee shall defend all such claims, demands, and suits, whether groundless or not, at Lessee's own cost and expense. Further, Lessee does hereby covenant and agree to indemnify, hold harmless, and defend Lessor, its officers, agents, and employees, from and against any and all loss, liability and damages arising out of or in any manner related to any breach by Lessee, its agents, employees, invitees, licensees, contractors, subcontractors, tenants, or subtenants, whether approved or unapproved, of any of the terms, conditions, or other provisions of this Agreement, and name the City as additional insured with respect to all coverage's except workers' compensation.

b) Lessee agrees to defend, indemnify, and hold harmless Lessor, its officers, agents, and employee from and against any and all claims or liability for compensation under any Workers' Compensation statute or law arising out of injuries sustained by any employee of Lessee or any licensee, contractor, subcontractor, tenant, or subtenant of Lessee.

c) Lessee agrees to indemnify Lessor from and to assume all liability for, and to pay all taxes and assessments of every kind, including taxes imposed or which may be imposed by Pinellas County and Lessor, which by law may be levied or assessed on the Premises occupied by Lessee pursuant to this Agreement, or which arise out of the operations of Lessee, or by reason of occupancy by Lessee or any of Lessee's agents, licensees, invitees, contractors, subcontractors, tenants, or subtenants, whether or not approved by Lessor. Lessee shall be responsible for obtaining bills for all of said taxes and assessments directly from the taxing or assessing authority, and shall promptly deliver to Lessor copies of receipts of payment.

d) Lessee's obligations to defend, indemnify, and hold harmless, as set forth in this article, shall include any and all attorneys' fees and investigative expenses, incurred by Lessor in the defense and handling of said suits, claims, damages, and the like, and in enforcing and obtaining compliance with the provisions of this article.

14.2 Survival; Limitations. The indemnity obligations of the Parties hereunder shall survive the expiration or termination of this Agreement. Other than lost profits of Lessee, neither party shall be liable or responsible for any indirect, incidental, consequential, punitive or special damages, whether based upon breach of contract or warranty, negligence, strict tort liability or otherwise, and each party's liability for damages or losses hereunder shall be strictly limited to direct damages that are actually incurred by the party.

14.3 Sovereign Immunity. Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by Lessor nor shall anything included herein be construed as consent by Lessor to be sued by third parties in any matter arising out of this Agreement. Lessor is a political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of its employees pursuant to Section 768.28, Florida Statutes.

Article 15

Insurance

15.1 Lessor Insurance Requirements. Lessor shall be required to maintain, at its cost, property insurance covering loss or damage to the Airpark and all of Lessor personal property located therein, including Lessor assets, in an amount not less than the full replacement value thereof, providing protection against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, flood (in the event the Premises is in a flood zone) special extended perils ("all risk", as such term is used in the insurance industry). In addition, Lessor shall obtain and maintain, at its cost, commercial general liability insurance in an amount at least equal to that of Lessee.

15.2 Lessee General Insurance Requirements. Lessee shall be required to maintain, at its cost, the following policies of insurance with the following limits, maintained with a carrier having an AM Best Rating of A-VII or better, with coverage on an occurrence basis or, if

unavailable, on a claims-made basis with a minimum three (3) year tail following termination or expiration of this Agreement, and naming Lessor as an additional insured and the loss payee on the policies. Copies of the insurance policies shall be provided to Lessor within thirty (30) days of the commencement of the Initial Term and annually thereafter. The insurance limits set forth below may be achieved by a combination of primary and umbrella/excess liability policies. Such policies shall be primary and non-contributory for Lessee's negligence.

a) Commercial General Liability Insurance or equivalent Aviation Liability Insurance coverage, including but not limited to, premises operations, products/completed operations, products liability, contractual liability, advertising injury, personal injury, death, and property damage in the minimum amount of five million dollars and 00/100 (\$5,000,000) per occurrence and five million dollars and 00/100 (\$5,000,000) general aggregate.

b) Commercial Automobile Liability Insurance coverage for any owned, non-owned, hired or borrowed automobile is required in the minimum amount of one million dollars and 00/100 (\$1,000,000) combined single limit.

c) Commercial Aircraft Liability Insurance coverage for any owned, non-owned, hired or borrowed aircraft is required in the minimum amount of one million dollars and 00/100 (\$1,000,000) combined single limit.

d) Professional Liability/Malpractice/Errors or Omissions Insurance coverage appropriate for the type of business engaged in by the Respondent with minimum limits of two million dollars and 00/100 (\$2,000,000) per occurrence. If a claims-made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims-made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (SERP) of as great a duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

e) Crime and Employee Dishonesty Insurance coverage must include fidelity insurance for reimbursement to an employer for these types of losses. Third-party fidelity coverage is also required to cover the acts of an employee against an employer's clients. Lessee will provide coverage using ISO form CR 00 01 Employee Dishonesty Coverage Form or its equivalent and shall include ISO endorsement CR 04 01 Clients' Property or its equivalent and ISO endorsement CR 20 14 Loss Payable or its equivalent.

f) Workers' Compensation Insurance and Employer's Liability Insurance with Workers' Compensation limits in statutory amount, unless waived by the State of Florida and proof of waiver is provided to the City, and Employer's Liability Insurance in the minimum amount of five hundred thousand dollars and 00/100 (\$500,000) each employee each accident, five hundred thousand dollars and 00/100 (\$500,000) each employee by disease, and five hundred thousand dollars and 00/100 (\$500,000) disease policy limit. Coverage must be applicable to employees, contractors, subcontractors, and volunteers, if any.

(g) Hangar Keeper's Liability to include property damage for all non-owned aircraft under the care, custody or control of the operator in an amount not less than one million dollars (\$1,000,000) each aircraft and one million dollars (\$1,000,000) each occurrence.

15.3 Insurance for Specific Activities. Lessee shall maintain limits and types of insurance coverage as provided in this Agreement. The minimum limits and types of insurance that Lessee shall maintain in general are set forth in Section 15.2. Additionally, the limits and types of insurance coverage for specific activities of Lessee or service providers at the Airpark are set forth in this article and Lessee or service providers are required to maintain that coverage if those specific activities are engaged in by Lessee or service providers. Lessee shall not be required to obtain a separate policy for a specific activity that is already covered by the terms of the general insurance coverage. If the specific activity engaged in by Lessee is insured by the provisions of its general coverage provided pursuant to the requirements of this Article, then the insurance requirements for that activity will be deemed satisfied and no additional insurance policy or endorsement to a policy shall be required of Lessee.

15.4 Fueling Insurance Requirements. Lessee shall obtain at its expense, and continuously maintain in effect at all times during the term of this Agreement, insurance for Fixed Base Operator (Fueling) and/or Self-Fueling Operator to include broad form contractual liability and the following coverage:

a) Fixed Base Operator (Fueling)

- i. General Liability to include bodily injury, personal injury and property damage for all premises, unlicensed vehicles, and contractual liability in an amount not less than \$5,000,000, Combined Single Limit Per Occurrence, or equivalent.
- ii. Vehicular Liability to include bodily injury and property damage for all licensed vehicles owned, non-owned, or hired in an amount not less than \$1,000,000, Combined Single Limit per Occurrence.
- iii. Hangar Keeper's Liability to include property damage for all non-owned aircraft under the care, custody or control of the operator in an amount not less than \$1,000,000 Each Aircraft and \$1,000,000 Each Occurrence.
- iv. Environmental Impairment to include pollution Legal Liability and Remediation Legal Liability in an amount not less than \$1,000,000, Combined Single Limit per Occurrence.
- v. Workers' Compensation as required by the State of Florida.
- vi. Fire and Extended Coverage to be maintained in an amount not less than the full replacement value (FRV) of airport facilities on leasehold premises. Products and Completed Operations in an amount not less than \$1,000,000, Combined Single Limit per Occurrence.

b) Self-Fueling Operator (Fueling)

- i. General Liability to include bodily injury, personal injury and property damage for all premises, unlicensed vehicles, and contractual liability in an amount not less than \$5,000,000, Combined Single Limit Per Occurrence, or equivalent.
- ii. Vehicular Liability to include bodily injury and property damage for all licensed vehicles owned, non-owned, or hired in an amount not less than \$1,000,000, Combined Single Limit per Occurrence.

- iii. Environmental Impairment to include pollution Legal Liability and Remediation Legal Liability in an amount not less than \$1,000,000, Combined Single Limit per Occurrence.
- iv. Workers' Compensation as required by the State of Florida.
- v. Fire and Extended Coverage to be maintained in an amount not less than the full replacement value (FRV) of airport facilities on leasehold premises.
- vi. Products and Completed Operations in an amount not less than \$1,000,000, Combined Single Limit per Occurrence.

15.5 Flight Training Insurance Requirements. Lessee or service provider shall obtain at their expense, and continuously maintain in effect at all times during the term of this Agreement, insurance for Flight Training to include broad form contractual liability and the following coverage:

a) Flight Training

- i. General Liability to include bodily injury, personal injury and property damage for all premises, unlicensed vehicles, and contractual liability in an amount not less than \$5,000,000, Combined Single Limit Per Occurrence, or equivalent.
- ii. Vehicular Liability to include bodily injury and property damage for all licensed vehicles owned, non-owned, or hired in an amount not less than \$1,000,000, Combined Single Limit per Occurrence.
- iii. Aircraft and Passenger Liability to include bodily injury, property damage, and passenger injury, with a minimum of \$1,000,000 per passenger, for all owned or operated aircraft.
- iv. Workers' Compensation as required by the State of Florida.
- v. Fire and Extended Coverage to be maintained in an amount not less than the full replacement value ("FRV") of airport facilities on leasehold premises.

15.6 Aircraft Rental Insurance Requirements. Lessee or service provider shall obtain at their expense, and continuously maintain in effect at all times during the term of this Agreement, insurance for Aircraft Rental to include broad form contractual liability and the following coverage:

a) Aircraft Rental

- i. General Liability to include bodily injury, personal injury and property damage for all premises, unlicensed vehicles, and contractual liability in an amount not less than \$5,000,000, Combined Single Limit Per Occurrence, or equivalent.
- ii. Vehicular Liability to include bodily injury and property damage for all licensed vehicles owned, non-owned, or hired in an amount not less than \$1,000,000, Combined Single Limit per Occurrence.
- iii. Aircraft and Passenger Liability to include bodily injury, property damage, and passenger injury, with a minimum of \$1,000,000 per passenger, for all owned or operated aircraft.

- iv. Workers' Compensation as required by the State of Florida.
- v. Fire and Extended Coverage to be maintained in an amount not less than the full replacement value (FRV) of airport facilities on leasehold premises.

15.7 Aircraft Sales Insurance Requirements. Lessee or service provider shall obtain at their expense, and continuously maintain in effect at all times during the term of this Agreement, insurance for Aircraft Sales to include broad form contractual liability and the following coverage:

- a) Aircraft Sales
 - i. General Liability to include bodily injury, personal injury and property damage for all premises, unlicensed vehicles, and contractual liability in an amount not less than \$5,000,000, Combined Single Limit Per Occurrence, or equivalent.
 - ii. Vehicular Liability to include bodily injury and property damage for all licensed vehicles owned, non-owned, or hired in an amount not less than \$1,000,000, Combined Single Limit per Occurrence.
 - iii. Hangar Keeper's Liability to include property damage for all non-owned aircraft under the care, custody or control of the operator in an amount not less than \$1,000,000 Each Aircraft and \$1,000,000 Each Occurrence.
 - iv. Aircraft and Passenger Liability to include bodily injury, property damage, and passenger injury, with a minimum of \$1,000,000 per passenger, for all owned or operated aircraft.
 - v. Workers' Compensation as required by the State of Florida.
 - vi. Fire and Extended Coverage to be maintained in an amount not less than the full replacement value (FRV) of airport facilities on leasehold premises.
 - vii. Products and Completed Operations in an amount not less than \$1,000,000, Combined Single Limit per Occurrence.

15.8 Aircraft Repair and Maintenance Requirements. Lessee or service provider shall obtain at their expense, and continuously maintain in effect at all times during the term of this Agreement, insurance for Aircraft Repair and Maintenance Services to include broad form contractual liability and the following coverage:

- a) Aircraft Repair and Maintenance Services
 - i. General Liability to include bodily injury, personal injury and property damage for all premises, unlicensed vehicles, and contractual liability in an amount not less than \$5,000,000, Combined Single Limit Per Occurrence, or equivalent.
 - ii. Vehicular Liability to include bodily injury and property damage for all licensed vehicles owned, non-owned, or hired in an amount not less than \$1,000,000, Combined Single Limit per Occurrence.
 - iii. Hangar Keeper's Liability to include property damage for all non-owned aircraft under the care, custody or control of the operator in an amount not less than \$1,000,000 Each Aircraft and \$1,000,000 Each Occurrence.
 - iv. Aircraft and Passenger Liability to include bodily injury, property damage, and passenger injury, with a minimum of \$1,000,000 per passenger, for all

- owned or operated aircraft.
- v. Workers' Compensation as required by the State of Florida.
- vi. Fire and Extended Coverage to be maintained in an amount not less than the full replacement value (FRV) of airport facilities on leasehold premises.
- vii. Products and Completed Operations in an amount not less than \$1,000,000, Combined Single Limit per Occurrence.

15.9 Aircraft Taxi Operations Insurance Requirements. Lessee or service provider shall obtain at their expense, and continuously maintain in effect at all times during the term of this Agreement, insurance for Aircraft Taxi Operations to include broad form contractual liability and the following coverage:

a) Aircraft Taxi

- i. General Liability to include bodily injury, personal injury and property damage for all premises, unlicensed vehicles, and contractual liability in an amount not less than \$5,000,000, Combined Single Limit Per Occurrence, or equivalent.
- ii. Vehicular Liability to include bodily injury and property damage for all licensed vehicles owned, non-owned, or hired in an amount not less than \$1,000,000, Combined Single Limit per Occurrence.
- iii. Aircraft and Passenger Liability to include bodily injury, property damage, and passenger injury, with a minimum of \$1,000,000 per passenger, for all owned or operated aircraft.
- iv. Workers' Compensation as required by the State of Florida.
- v. Fire and Extended Coverage to be maintained in an amount not less than the full replacement value (FRV) of airport facilities on leasehold premises.

NOTE: SEPARATE INSURANCE POLICIES ARE NOT REQUIRED AS LONG AS THE INSURANCE REQUIREMENTS SET FORTH IN THIS AGREEMENT ARE MET.

15.10 Other Insurance Provisions

a) Policies are to contain, or be endorsed to contain, the following provisions:

- i. General Liability and Automobile Liability Coverage: Lessor, its officials, employees and volunteers are to be covered as insured in respect to liability arising out of activities performed by, or on behalf of, Lessee or service provider; products and completed operations of Lessee or service provider and for any property damage loss; Premises owned, leased or used by Lessee or service provider; or automobiles owned, leased, hired or borrowed by Lessee or service provider. The coverage shall contain no special limitations on the scope of protection afforded to Lessor, its officials, employees or volunteers.
- ii. Lessee or service provider's insurance coverage shall be primary as respect to Lessor, its officials, employees and volunteers. Any insurance or self-insurance maintained by Lessor, its officials,

- employees or volunteers shall be excess of Lessee's or service provider's insurance and shall not contribute with it.
- iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Lessor, its officials, employees or volunteers.
 - iv. Coverage shall state that Lessee's or service provider's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - v. Workers' Compensation and Employers' Liability Coverage: Lessee or service provider shall agree to waive all rights of subrogation against Lessor, its officials, employees and volunteers for losses arising from work performed by Lessee or service provider for Lessor.

b) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require Lessee or service provider to provide proof of ability to pay losses and related investigations, claims administration, and defense expenses within the retention.

c) Subcontractors of Subleases. Lessee or service provider shall include all subcontractors/subleases as insured under its policies or shall verify and furnish separate certificates and endorsements for each subcontractor/sublessee. All coverage for subcontractors/sublessees shall be subject to all of the requirements stated herein.

15.11 All Coverage.

a) Each insurance policy required by this Article shall be endorsed to state that coverage shall not be suspended, voided, nonrenewed, canceled, materially changed, reduced in coverage or in limits except after thirty (30) days prior written notice via certified mail, return receipt requested, has been given to Lessor.

b) If Lessee or service provider is underwritten on a "claims-made" basis, the retroactive date shall be prior to or coincide with the date of this Agreement and the certificate of insurance shall state that coverage is "claims-made" and also the Retroactive Date. Lessee or service provider shall maintain coverage for the duration of this Agreement and for the two (2) years following the completion of this Agreement. It is further agreed that the contractor shall provide Lessor a sixty (60) day notice of aggregate erosion, in advance of the Retroactive Date, cancellation and/or renewal. It is also agreed that either Lessee/service provider or Lessor may invoke the tail option on behalf of the other party and the Extended Reporting Period (ERP) premium shall be paid by Lessee.

15.12 Verification of Coverage. Lessee will provide the City with a certificate or certificates of insurance showing the existence of coverage. In addition, Lessee will provide to the City, if requested in writing, certified copies of all policies of insurance. Lessee will maintain the required coverage with a current certificate or certificates of insurance throughout the term of this Agreement with the City. New certificates and new certified copies of policies shall be provided

to the City whenever the policy is renewed, revised, or obtained from other insurers. The address where such certificates and certified policies shall be sent or delivered is as follows:

City of Clearwater
Attention: Risk Management Department
P.O. Box 4748
Clearwater, FL 33758-4748

15.13 Airpark Tenant and Other Leases and Agreements. Lessee shall require all Airpark Tenants and other tenants to provide annual certificates of insurance to Lessee as a requirement of any lease or other agreement for use of any part of the Premises.

15.14 Loss Control/Safety. Precaution shall be exercised at all times by Lessee for the protection of all persons, including employees, and property. Lessee shall be expected to comply with all applicable laws, regulations, or ordinances related to safety and health, and shall make special efforts where appropriate to detect hazardous conditions, and shall take prompt action where loss control/safety measures should reasonably be expected.

Article 16 **Disclaimer of Warranties**

16.1 The Parties agrees that no representations or warranties shall be binding upon the Parties unless expressed in writing herein or in a duly executed amendment to this Agreement. It is understood and agreed that:

a) Lessor does not warrant, and hereby disclaims any and all liability and responsibility for or on account of the condition of, the Premises, or the Airpark or any portions thereof, or for or on account of anything affecting such conditions.

b) Lessor makes no warranties and has no obligations or liability for or with respect to the removal of sand, water or debris from the Premises of any part thereof.

c) Lessor makes no warranties and shall have no obligations or liability with respect to noise, noise pollution, air quality, or air pollution.

Article 17 **Inspections, Repairs, and Maintenance**

17.1 Lessee's Duties. Lessee hereby agrees that:

a) Lessee shall keep and maintain the Premises in a neat, clean and respectable condition by prompt removal of all trash, litter, debris and junk, and shall keep said Premises cleared of all objectionable matter.

b) Lessee shall complete daily inspections of the Airpark and shall provide a weekly report to the City Manager or designated representative detailing said inspections. The daily inspections shall include assessing the Airpark's paved areas, lighting and landing systems, fuel tanks and dispensing systems, and other on-ground systems, and report any issues to the City Manager or designated representative. Lessee shall ensure that runways and taxiways are inspected and kept free of debris and unsafe conditions.

c) Lessee shall maintain the Premises and Structures in a good state of repair at all times and shall be responsible for minor maintenance and repairs to said areas including all interior maintenance. Minor maintenance and repairs is defined as any activity necessary to continue the daily operation of the Airpark such as normal cleaning and sanitizing, trash removal, minor repairs of light and electrical fixtures, painting, air conditioning, plumbing fixtures, replacement of broken or defective parts, interior and exterior building washing, and general building cleanliness.

d) Lessee shall maintain all grass and landscape vegetation on the Premises including mowing of the grass. Lessee shall be provided a City-owned tractor for this purpose and will be responsible for any maintenance or repair costs associated with this equipment. If Lessee fails to maintain the Airpark as per Lessor's specifications, Lessor at its option may hire a contractor to maintain the grass and vegetation moving forward and bill Lessee as provided below.

In the event Lessee shall fail to keep and maintain the Premises as herein required, as determined in the sole discretion of Lessor, then Lessor, after notice to Lessee of the default and providing thirty (30) days to comply, shall have the power and express authority to cause or require the labor and materials to be expended that are reasonably necessary to accomplish the required work, and Lessee expressly agrees that the reasonable cost of any such labor and materials shall become due thirty (30) days from the date on which any such maintenance work is completed and notice of the amount due is given to Lessee.

Lessee's contact with Lessor in connection with the Premises herein leased shall be with Lessor's staff member designated by the City Manager, subject to the terms and provisions of this Agreement, which may not be waived, modified, or amended except in writing executed by Lessor.

17.2 Lessor's Duties. Lessor hereby agrees that:

a) Lessor shall turnover the Airpark to Lessee in a condition acceptable to Lessee (evidenced by Lessee signing this Agreement) and Lessor shall remain responsible for major repair or replacement of structures and other utilities. For purposes of this Agreement, "major repair or replacement" shall mean those repairs or replacements necessary to correct a catastrophic failure or to prevent a catastrophic failure from occurring.

b) Lessor shall be responsible for repair and maintenance of City-owned equipment and vehicles including automobiles, trailers, except for fuel pumping equipment, the City-supplied tractor, and lawn mowing equipment.

If any of Lessor's maintenance or repair obligations are necessitated solely by the acts of Lessee or its employees, agents, contractors, or sub-contractors, Lessee shall reimburse Lessor

for the reasonable cost thereof, to be paid within thirty (30) days after notice of such cost is given to Lessee as herein provided.

17.3 Partial Damage. If all or a portion of the Airpark is partially damaged by fire, explosion, flooding inundation, floods, the elements, public enemy, acts of terrorism, acts of God, or other casualty, but not rendered unusable, the same will be repaired with due diligence by Lessor at its own cost and expense, subject to the limitations as hereinafter provided. Rental Payments shall be reduced in proportion to lost revenues until the Premises is fully restored to its condition prior to the date on which the damage occurred. If said damage is caused by the grossly negligent acts or omissions of Lessee, its agents, officers, or employees, Lessee shall be responsible for reimbursing Lessor for the cost and expense, in excess of Lessor's insurance coverage, incurred in making such repairs.

17.4 Extensive Damage. If the damages as described above in "Partial Damage" are so extensive as to render the Airpark or a portion thereof unusable, but are capable of being repaired within a reasonable time not to exceed three hundred and sixty-five (365) days, the same shall be repaired with due diligence by Lessor at its own cost and expense and the Rental Payments, fees, and charges payable hereunder shall abate from the time of such damage until such time as the Airpark is fully restored to its condition prior to the date on which the damage occurred and is certified as again ready for use; provided, however, that if such damage is caused by the grossly negligent acts or omissions of Lessee, its agents, officers, or employees, Lessee shall be responsible for the cost and expenses, in excess of Lessor's insurance coverage, incurred in making such repairs.

17.5 Complete Destruction. In the event all or a substantial portion of the Airpark is completely destroyed by fire, explosion, the elements, public enemy, acts of terrorism, acts of God, or other casualty, or are so damaged that they are uninhabitable and cannot be replaced except after more than three hundred and sixty-five (365) days, Lessor shall be under no obligation to repair, replace or reconstruct the Airpark, no payments will be required of either party until such time as the said Clearwater Airpark is fully restored. If within three hundred and sixty-five (365) days after the time of such damage or destruction the Airpark has not been repaired or reconstructed, Lessee may terminate this Agreement in its entirety as of the date of such damage or destruction. If Lessor decides not to fully restore the Premises and desires to declare the Premises 'completely destroyed' under this section 17.5, Lessor shall pay to Lessee all insurance proceeds received as a result of the damage to the Premises in proportion to Lessee's investment in FDOT Projects.

17.6 Limits of Lessor's Obligation Defined. In the application of the foregoing provisions, Lessor may, but shall not be obligated to, repair or reconstruct the Airpark. If Lessor chooses to do so, Lessor's obligation shall also be limited to repair or reconstruction of the Airpark to the same extent and of equal quality as obtained by Lessee at the time of the event necessitating the repair. All redecoration and replacement of capital investment, including all Lessor assets shall be the cost and responsibility of Lessor. Lessee shall bear the cost of repair and replacement of any Lessee assets except to the extent that the damage or destruction is caused by Lessor's negligence, action, or omission.

17.7 Force Majeure; National Emergency. See paragraph S.20 in the Terms and Conditions described in Exhibit "B" attached hereto.

Article 18
Referendum Regarding the Landings

18.1 The Landings. Lessee does not intend to own or lease the real property located at 1875 Airport Drive, Clearwater, Florida 33765 and commonly known as "The Landings Golf Course" (the "Landings"). In the event the Landings shall ever be leased or owned by Lessee, the Landings shall not be held under this Agreement. Further, if Lessee becomes the lessee or owner of the Landings and desires to change the zoning or future land use of the property, a referendum vote shall be required by the City of Clearwater Charter in order to rezone or amend the future land use of the Landings.

Article 19
Leasehold Improvements and Structural Work

No improvements, additions, or changes shall be made to the Premises or Structures therein without the prior written consent of the City Manager or designated representative. If any alteration or modification takes place without Lessor's written permission, then, upon written request by Lessor, Lessee agrees to return that part of the Premises modified, altered or affected without consent from Lessor to its original condition. If Lessee fails to return that part of the Premises or Structures therein which were modified or altered without written consent to its original condition within thirty (30) days from receipt or written request from Lessor, then Lessor shall be entitled to return that part of the Premises or Structure to its original condition and shall be entitled to recover the cost and expenses from Lessee. Emergency repairs may be made by Lessee for the safety of individuals and prevention of damage to real and personal property. It is further agreed that any improvements, additions, or changes shall be made by Lessee at its own expense and at the option of Lessor shall become the property of Lessor upon expiration, or prior termination of this Agreement or any extension or renewal thereof. Should Lessor elect not to exercise this option, Lessee agrees to remove such improvements, additions or changes at its own expense and deliver the Premises to Lessor in as good condition as it now exists.

Article 20
Utilities

Lessee agrees to pay the cost of all utilities for the Premises leased including but not limited to stormwater, gas, water, electricity, sanitary sewer, telephone, and solid waste disposal. In the event Lessee fails to pay any utility bills when due, Lessor may, at its option, pay the same and collect from Lessee the amounts so disbursed, plus interest at the maximum rate allowable by law until paid. Such an event is a material default under this Agreement.

Article 21

Assignment

This Agreement, nor any part thereof or any interest therein, shall not be assigned, transferred or subleased by Lessee without the express written consent of Lessor which shall not be unreasonably withheld. Lessee's failure to obtain Lessors written consent to any assignment, transfer or sublease shall render such agreement null and void.

All principals of Lessee and their respective percentages of ownership shall be disclosed to Lessor in writing and it is expressly agreed that if Lessee is a corporation, any material change in ownership of corporate stock; or if a partnership, the addition to or withdrawal of any partner from the partnership firm; or the addition to or withdrawal of a principal Lessee in whatever capacity; by purchase or sale, or operation of law or in any other manner whatsoever, without the consent of Lessor shall be deemed an assignment.

Notwithstanding any attempt by Lessee to assign, transfer or sublease this Agreement, or any part thereof or interest therein, Lessee shall remain obligated and liable to Lessor for the performance of all covenants, terms, and conditions, warranties and other provisions of this Agreement to the same extent that Lessee would have been obligated and liable if such assignment, delegation, or sublease had not been attempted, but such attempt shall be deemed an act of material default by Lessee.

It is understood and agreed that Lessor may, at any time, with notice, assign or delegate any or all of its rights hereunder.

Article 22

Representations and Warranties of Lessor and Lessee

22.1 Representations and Warranties of Lessor. Lessor represents and warrants to Lessee the following:

a) All required approvals have been obtained or, if not, Lessor shall in good faith work together with Lessee in order to obtain any other required approval, and Lessor has full legal right, power and authority to enter into and perform its obligations hereunder;

b) This Agreement has been duly executed and delivered by Lessor and constitutes a valid and binding obligation of Lessor, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, or similar laws affecting creditors' rights generally or by general equitable principles;

c) The execution and delivery of this Agreement will not violate or cause a breach (with or without notice or the passage of time) under any agreement, law, ordinance, or other obligation to which Lessor is bound;

d) There is no current, pending, or to Lessor's knowledge after due inquiry, threatened, action or proceeding before any court or administrative agency to which it is a party,

questioning the validity of this Agreement, the relationship between Lessor and Lessee, or which appear likely to materially adversely affect Lessor's performance of its obligations under this Agreement;

e) Lessor is the owner of the Premises;

f) Upon delivery to Lessee, the Airpark shall comply with all laws, ordinances, orders, rules, regulations and other governmental requirements relating to the use, occupancy, and condition of the Airpark for the purposes described herein, including, without limitation, the Americans with Disabilities Act and the certificate of occupancy; and

g) All improvements in the Airpark will be constructed in a good and workmanlike manner and said improvements and all other Lessor assets are and will be in good working order and condition, free from defects in workmanship and materials, and fit for the purposes for which they are provided.

22.2 Representations and Warranties of Lessee. Lessee represents and warrants to Lessor the following:

a) All required approvals have been obtained or, if not, Lessee shall in good faith work together with Lessor in order to obtain any other required approval, and Lessee has full legal right, power and authority to enter into and perform its obligations hereunder;

b) This Agreement has been duly executed and delivered by Lessee and constitutes a valid and binding obligation by Lessee, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally or by general equitable principles; and

c) There is no current, pending, or to Lessee's knowledge after due inquiry, threatened, action or proceeding before any court or administrative agency to which it is a party, questioning the validity of this Agreement, the relationship between Lessor and Lessee, or which appear likely to materially adversely affect Lessee's performance of its obligations under this Agreement.

Article 23

Miscellaneous

23.1 Notice. Unless provided otherwise in this Agreement, all notices, requests, demands, claims, and other communications hereunder shall be in writing and delivered as provided herein. Notices and communications may be (i) personally delivered; (ii) sent via certified or registered mail, postage prepaid; (iii) sent via reputable overnight courier; or (iv) sent via email or facsimile (with electronic confirmation and a hard copy provided via (i), (ii), or (iii) to follow). If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar days after being

deposited in the United States mail. If sent via overnight courier, receipt will be deemed effective two (2) calendar days after the sending thereof. If sent via facsimile or email, receipt will be deemed effective two (2) calendar days after the sending thereof or the effective receipt date established for the required hard copy, whichever occurs earlier. All notices to be given pursuant to this Agreement must be delivered to the Parties at their respective addresses provided below:

If to Lessor:

600 Cleveland Street, STE 600
Clearwater, FL 33755
Attention: City Manager
Phone: (727) 562-4040
Email: jon.jennings@myclearwater.com

With copy to (which shall not constitute notice):

600 Cleveland Street, STE 600
Clearwater, FL 33755
Attention: City Attorney
Phone: (727) 562-4010
Email: david.margolis@myclearwater.com

If to Lessee to:

FlyUSA PV, LLC
1000 N. Hercules Ave.
Clearwater, FL 33765
Attn: Barry Shevlin & Mike Connor
Email: barry@flyusa.com

With copy to (which shall not constitute notice):

Macfarlane Ferguson & McMullen, P.A.
625 Court Street
Clearwater, Florida 33756
Phone: 727-444-1403
Attention: Brian J. Aungst, Jr. Esq.
Email: bjm@macfar.com

23.2 Order of Precedence. In the event of any conflict between this Agreement and any exhibits or other documents entered into in connection herewith, the provisions of this Agreement shall prevail.

23.3 Corporate Status. Lessee shall keep its corporate status active and current throughout the term of this Agreement.

23.4 Annual Report. Lessee shall furnish to Lessor each year no later than one (1) month after the anniversary of this Agreement an annual report. This report will be in a form satisfactory to the City Manager or designated representative and Lessor, may at option inspect Lessee's financial and other records relating to the preparation of this report upon written notice. The annual report shall contain the following materials and information:

1. A complete financial statement (income and expense report) for Lessee prepared in accordance with generally accepted accounting principles and this Agreement. This statement shall be certified by Lessee's Certified Public Accountant and shall indicate Lessee's sources of income including the amount of gross sales at and/or from the Premises during the monthly periods reported by the statement in the amount of year-to-date gross sales for Lessee's fiscal year;

2. Sources of all revenue from Lessee and any tenants;
3. A certification of Lessee's current corporate status from the State of Florida;
4. A compilation of all insurance certificates required by this Agreement for Lessee and service providers as established under Article 15; and
5. A report detailing the effectiveness of Lessee's efforts to reduce flight school activity during the term year.

23.5 Entire Agreement. This Agreement, the exhibits, and any documents executed in connection with this Agreement, constitute and express the entire agreement of the Parties hereto and no agreements, warranties, representations or covenants not herein expressed shall be binding upon the Parties.

23.6 Captions. Captions appearing before sections and articles in this Agreement have been inserted solely for the purposes of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit or extend the scope or intent of the section or articles to which they pertain.

23.7 Good Faith. It is agreed that both Parties shall perform their respective duties under the terms of this Agreement in good faith.

23.8 Relationship of Lessor and Lessee. It is expressly understood that the relationship between Lessee and Lessor will be that of a landlord-tenant. Lessee and all persons employed by Lessee, either directly or indirectly, are Lessee's employees, not Lessor's employees. Accordingly, Lessee and Lessee's employees are not entitled to any benefits provided to Lessor's employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded Lessor employees. Lessee's employees will not be regarded as Lessor's employees or agents for any purpose, including the payment of unemployment or workers' compensation. If any of Lessee employees or subcontractors assert a claim for wages or other employment benefits against Lessor, Lessee will defend, indemnify and hold harmless Lessor from all such claims. Nothing herein contained is intended or shall be construed in any way to create or establish the relationship of partners or a joint venture between Lessor and Lessee.

23.9 Invalid or Illegal Provision(s). If any one or more provisions of this Agreement are for any reason held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality or unenforceability will not affect any other provision of this Agreement, which will be construed as if it had not included the invalid, illegal or unenforceable provision. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.

23.10 Amendment. No amendment to this Agreement shall be effective unless such is in writing and signed by each of the Parties. No charge for extra work or material will be allowed unless approved in writing, in advance, by Lessor and Lessee.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties and is effective as of the 17th day of January, 2023.

APPROVED BY CITY OF CLEARWATER
THIS 17 DAY OF January,
2023.

Countersigned:

Frank V. Hibbard
Frank V. Hibbard, Mayor

Approved as to form:

David Margolis
David Margolis, City Attorney

LESSOR:

THE CITY OF CLEARWATER, FLORIDA,
a municipal corporation of the State of Florida

Jennifer Poirrier
Jennifer Poirrier
Interim City Manager

Attest:

Rosemarie Call
Rosemarie Call, City Clerk



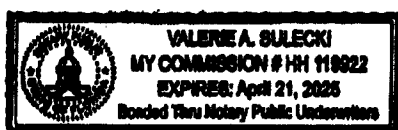
LESSEE:

FLYUSA PV, LLC, a Florida limited liability
company

By: Barry L. Shubin
Name: Barry L. Shubin
Title: Manager

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 3rd day of January 2023, by Barry L. Shubin as Manager of FlyUSA PV, LLC.



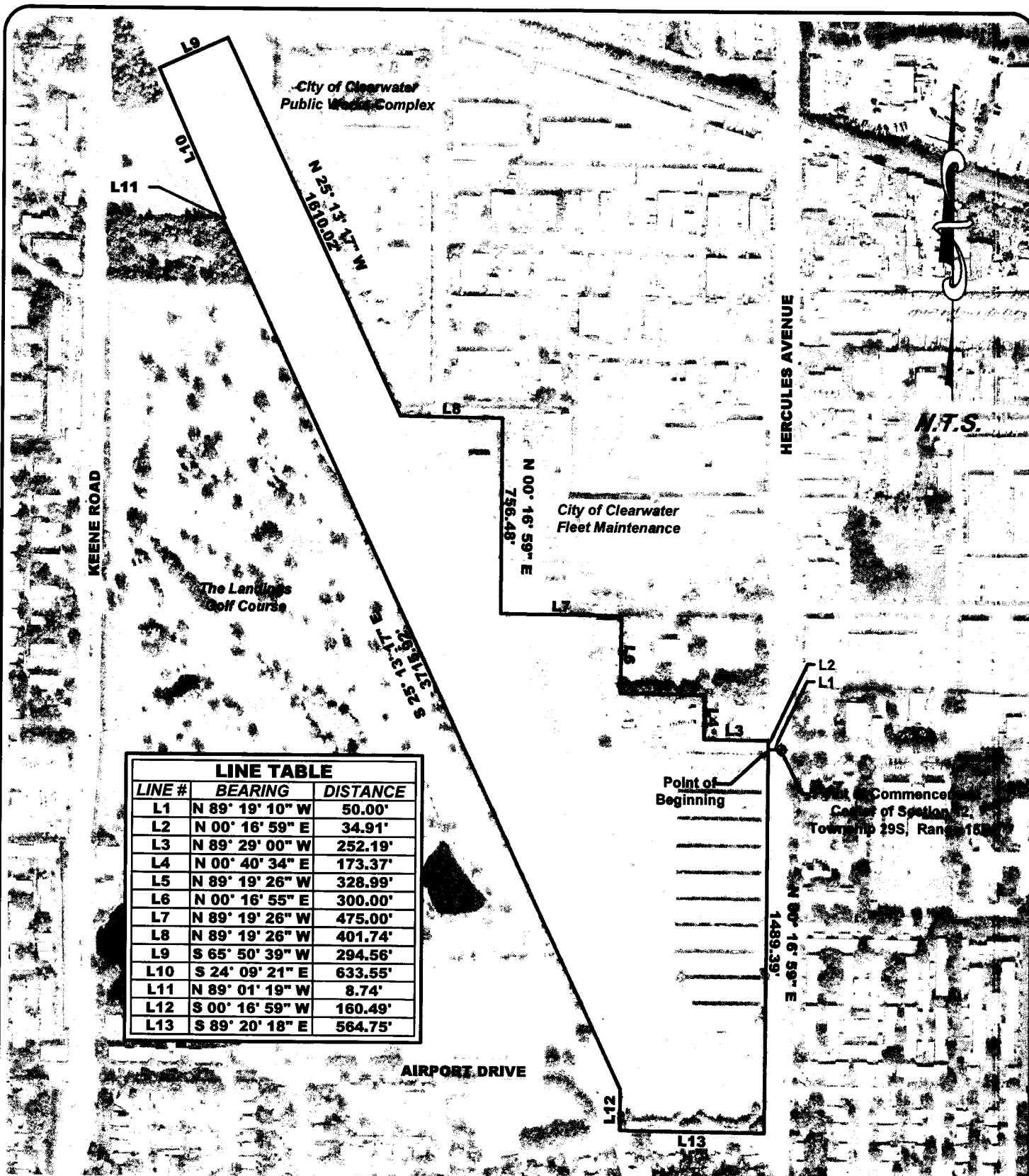
Notary Public

Print Name: Valerie A. Sulecki

My Commission Expires: 4/21/2025

Exhibit “A”
LEGAL DESCRIPTION OF PREMISES

Please see attached.



LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 89° 19' 10" W	50.00'
L2	N 00° 16' 59" E	34.91'
L3	N 89° 29' 00" W	252.19'
L4	N 00° 40' 34" E	173.37'
L5	N 89° 19' 26" W	328.99'
L6	N 00° 16' 55" E	300.00'
L7	N 89° 19' 26" W	475.00'
L8	N 89° 19' 26" W	401.74'
L9	S 65° 50' 39" W	294.56'
L10	S 24° 09' 21" E	633.55'
L11	N 89° 01' 19" W	8.74'
L12	S 00° 16' 59" W	160.49'
L13	S 89° 20' 18" E	564.75'

This is not a survey

CITY OF CLEARWATER
DEPARTMENT OF PUBLIC WORKS -
ENGINEERING

DRAWN BY
Lee Cheek

CHECKED BY
Tom Mahony

Clearwater Airpark Lease
Legal Description

DWG. NO.	SHEET	
2022021 - Lease	1	OF 2
SECT-TWNSP-RNG	12	29S - 15E
DATE DRAWN	11/8/2022	

Lease of Clearwater Airpark described as follows:

Commence at the center of Section 12, Township 29 South, Range 15 East: thence run N 89° 19' 10" W, along the East-West centerline of said Section 12, a distance of 50.00', to a point on the West right-of-way line of Hercules Avenue and the Point of Beginning; thence N 00° 16' 59" E, along said West right-of-way line of Hercules Avenue, a distance of 34.91'; thence N 89° 29' 00" W, a distance of 252.19'; thence N 00° 40' 34" E, a distance of 173.37'; thence N 89° 19' 26" W, a distance of 328.99'; thence N 00° 16' 55" E, a distance of 300.00' to a point on the South right-of-way of Grand Avenue; thence N 89° 19' 26" W, along said South right-of-way of Grand Avenue, a distance of 475.00'; thence N 00° 16' 59" E, a distance of 756.48'; thence N 89° 19' 26" W, a distance of 401.74'; thence N 25° 13' 17" W, a distance of 1610.02'; thence S 65° 50' 39" W, a distance of 294.56'; thence S 24° 09' 21" E, a distance of 633.55'; thence N 89° 01' 19" W, a distance of 8.74'; thence S 25° 13' 17" E, a distance of 3715.92'; thence S 00° 16' 59" W, a distance of 160.49'; thence S 89° 20' 18" E, a distance of 564.75' to a point on said West right-of-way line of Hercules Avenue; thence N 00° 16' 59" E, along said West right-of-way line of Hercules Avenue, a distance of 1489.39' to the Point of Beginning.

Containing 60.21 Acres, more or less.

CITY OF CLEARWATER DEPARTMENT OF PUBLIC WORKS - ENGINEERING		Clearwater Airpark Lease Legal Description	DWG. NO. 2022021 - Lease	SHEET 2 OF 2	
DRAWN BY Lee Cheek	CHECKED BY Tom Mahony		SECT-TWNSP-RNG 12 - 29S - 15E		
			DATE DRAWN 11/7/2022		

Exhibit "B"
Terms and Conditions

- S.1 **SUBCONTRACTING.** Lessee may subcontract work under this Agreement without the express written permission of Lessor, provided, however, that Lessee shall ensure that all subcontractors performing work under the Agreement must comply with its provisions. Further, all agreements between Lessee and its subcontractors must provide that the terms and conditions of this Agreement be incorporated therein.
- S.2 **SUCCESSORS AND ASSIGNS, BINDING EFFECT.** This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.
- S.3 **NO THIRD-PARTY BENEFICIARIES.** This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or will create, any benefits, rights, or responsibilities in any third parties.
- S.4 **TIME OF THE ESSENCE.** Time is of the essence to the performance of the Parties' obligations under this Agreement.
- S.5 **COMPLIANCE WITH APPLICABLE LAWS.**
- a) **General.** Lessee must procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of business, unless Lessor's involvement is required by law. Lessee must stay fully informed of existing and future federal, state, and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and must comply with the same at its own expense. Lessee bears full responsibility for training, safety, and providing necessary equipment for all Lessee personnel to achieve throughout the term of the Agreement. Upon request, Lessee will demonstrate to Lessor's satisfaction any programs, procedures, and other activities used to ensure compliance.
 - b) **Drug-Free Workplace.** Lessee is hereby advised that Lessor has adopted a policy establishing a drug-free workplace for itself and those doing business with Lessor to ensure the safety and health of all persons working on Lessor contracts and projects. Lessee will require a drug-free workplace for all Lessee personnel working under this Agreement. Specifically, all Lessee personnel who are working under this Agreement must be notified in writing by Lessee that they are prohibited from the manufacture, distribution, dispensation, or unlawful possession or use of a controlled substance in the workplace. Lessee agrees to ensure that Lessee personnel do not use or possess illegal drugs while in the course of performing their duties.
 - c) **Federal and State Immigration Laws.** Lessee agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit Lessor and its agents to inspect applicable personnel

records to verify such compliance as permitted by law. Lessee will ensure and keep appropriate records to demonstrate that all Lessee personnel have a legal right to live and work in the United States.

- (i) As applicable to Lessee, under this provision, Lessee hereby warrants to Lessor that Lessee will comply with and ensure each of its subcontractors are contractually obligated to comply with, all federal immigration laws and regulations that relate to their employees (hereinafter "Lessee Immigration Warranty").
 - (ii) A breach of Lessee Immigration Warranty will constitute as a material breach of this Agreement and will subject Lessee to penalties up to and including termination of this Agreement at the sole discretion of Lessor.
 - (iii) Lessor retains the legal right to inspect the papers of all Lessee personnel who provide services under this Agreement to ensure that Lessee or its subcontractors are complying with Lessee Immigration Warranty. Lessee agrees to assist Lessor in regard to any such inspections.
 - (iv) Lessor may, at its sole discretion, conduct random verification of the employment records of Lessee and any subcontractor to ensure compliance with Lessee Immigration Warranty. Lessee agrees to assist Lessor in regard to any random verification performed.
 - (v) Neither Lessee nor any subcontractor will be deemed to have materially breached Lessee Immigration Warranty if Lessee or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act.
- d) **Nondiscrimination.** Lessee represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. Lessee and Lessee's personnel will comply with applicable provisions of Title VII of the U.S. Civil Rights Act of 1964, as amended, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), and applicable rules in performance under this Agreement.

S.6 **SALES/USE TAX, OTHER TAXES.** Lessee is responsible for the payment of all taxes including federal, state, and local taxes related to or arising out of Lessee's services under this Agreement, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees as required. If any taxing authority should deem Lessee or any Lessee employees an employee of Lessor, or should anyone otherwise claim Lessor is

liable for the payment of taxes that are Lessee's responsibility under this Agreement, Lessee will indemnify Lessor for any tax liability, interest, and penalties imposed upon Lessor. Both Lessor and Lessee are exempt from paying state and local sales/use taxes and certain federal taxes and will furnish an exemption certificate upon request.

S.7 **AMOUNTS DUE TO LESSOR.** Lessee must be current and remain current in all obligations due to Lessor during the performance of services under the Agreement. Payments to Lessee may be offset by any delinquent amounts due Lessor or fees and charges owed to Lessor.

S.8 **PUBLIC RECORDS.** In addition to all other contract requirements as provided by law, Lessee executing this Agreement agrees to comply with public records law. Lessee's agreement to comply with public records law applies specifically to:

- a) Keep and maintain public records required by Lessor (hereinafter "public agency") to perform the service being provided by Lessee hereunder.
- b) Upon request from the public agency's custodian of public records, provide the public agency 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 for in Chapter 119, Florida Statutes, as may be amended from time to time, or as otherwise provided by law.
- c) Ensure that the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Lessee does not transfer the records to the public agency.
- d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Lessee or keep and maintain public records required by the public agency to perform the service. If Lessee transfers all public records to the public agency upon completion of the contract, Lessee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Lessee keeps and maintains public records upon completion of the contract, Lessee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- e) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify Lessee of the request and Lessee must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

- f) Lessee hereby acknowledges and agrees that if Lessee does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
- g) If Lessee fails to provide the public records to the public agency within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.
- h) If a civil action is filed against Lessee to compel production of public records relating to a public agency's contract for services, the court shall assess and award against Lessee the reasonable costs of enforcement, including reasonable attorney fees, if:
 - 1) The court determines that Lessee unlawfully refused to comply with the public records request within a reasonable time; and
 - 2) At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that Lessee has not complied with the request, to the public agency and to Lessee.
- i) A notice complies with subparagraph (h)(2). if it is sent to the public agency's custodian of public records and to Lessee at Lessee's address listed on its contract with the public agency or to Lessee's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format. If Lessee complies with a public records request within eight (8) business days after the notice is sent, it is not liable for the reasonable costs of enforcement.

S.9 BACKGROUND CHECK. Lessor may conduct criminal, driver history, and all other requested background checks of Lessee personnel who would perform services under the Agreement or who will have access to Lessor's information, data, or facilities in accordance with Lessor's current background check policies. Any officer, employee, or agent that fails the background check must be replaced immediately for any reasonable cause not prohibited by law.

S.10 CONTINUATION DURING DISPUTES. The Parties agree that during any dispute between the Parties, each will continue to perform its obligations until the dispute is settled, performance is enjoined or prohibited by judicial action, or the Parties are otherwise required or obligated to cease performance by other provisions in this Agreement.

S.11 NON-WAIVER OF RIGHTS. There will be no waiver of any provision of this Agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance

of, or payment for, any services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.

- S.12 **WARRANTY.** Each party warrants that the services and materials will conform to the requirements of the Agreement. Additionally, each party warrants that all services will be performed in a good, workman-like and professional manner. If any materials or services are of a substandard or unsatisfactory manner as determined by the other party, in good faith, the providing party, at no additional charge to the other, will provide materials or redo such services until in accordance with this Agreement and to the other party's reasonable satisfaction. Unless otherwise agreed, Lessor and Lessee warrant that materials used will be new, unused, of most current manufacture and not discontinued, will be free of defects in materials and workmanship, will be provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified, and will perform in accordance with manufacturer's published specifications.
- S.13 **LESSOR'S RIGHT TO RECOVER AGAINST THIRD PARTIES.** Lessee will do nothing to prejudice Lessor's right to recover against third parties for any loss, destruction, or damage to the Premises, and will at Lessor's request and expense, furnish to Lessor reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of Lessor in obtaining recovery.
- S.14 **USE OF NAME.** Lessee will not use the name of Lessor in any advertising or publicity without obtaining the prior written consent of Lessor.
- S.15 **PROHIBITED ACTS.** Pursuant to Florida Constitution Article II Section 8, a current or former public officer or employee within the last two (2) years shall not represent another organization before Lessor on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment or over which they had a substantial or material administrative discretion.
- S.16 **RISK OF LOSS.** Except as otherwise provided in this Agreement, each party agrees to bear all risks of loss, injury, or destruction of goods or equipment incidental to providing any services, to the extent such party provides the services, and such loss, injury, or destruction will not release the party from any obligation hereunder.
- S.17 **SAFEGUARDING LESSOR PROPERTY.** Except as otherwise provided in this Agreement, Lessee will be responsible for any damage to Lessor real property or damage or loss of Lessor personal property when such property is the responsibility of or in the custody of Lessee or its employees to the extent that such damage is caused by gross negligence of Lessee or its employees.
- S.18 **WARRANTY OF RIGHTS.** Each party warrants it has title to, or the right to allow the other to use the materials and services being provided to the other and that the party

receiving materials or services may use same without suit, trouble or hindrance from providing party or third parties.

- S.19 **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the foregoing, each party (the "Indemnifying Party") will without limitation, at its expense defend the other party (the "Indemnified Party") against all claims asserted by any person that anything provided by Indemnifying Party infringes a patent, copyright, trade secret or other intellectual property right and must, without limitation, pay the costs, damages and attorneys' fees awarded against the Indemnified Party in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the Indemnified Party's use or operation of the items provided by Indemnifying Party hereunder or any part thereof by reason of any alleged infringement, Indemnifying Party will, at its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the Indemnified Party the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the Indemnified Party an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, plus any additional costs the Indemnified Party may incur to acquire substitute supplies or services.
- S.20 **FORCE MAJEURE.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, hostilities (whether declared or not), invasion, riots, civil unrest, embargos or blockades, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, telecommunication breakdowns, power outages or shortages, inability or delay in obtaining supplies of adequate or suitable materials, fire, explosion, other catastrophe or disaster, including epidemics, legislation, and governmental regulation. The party whose performance is so affected will within five (5) calendar days of the unforeseeable circumstance notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred and twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.
- S.21 **GOVERNING LAW, VENUE.** This Agreement is governed by the laws of the State of Florida. The exclusive venue selected for any proceeding or suit in law or equity arising from or incident to this Agreement will be Pinellas County, Florida.
- S.22 **INTEGRATION CLAUSE.** The Agreement, including all attachments and exhibits hereto, supersede all prior oral or written agreements, if any, between the parties and

constitutes the entire agreement between the parties with respect to the work to be performed.

- S.23 **PROVISIONS REQUIRED BY LAW.** Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated in it.
- S.24 **SURVIVING PROVISIONS.** Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, termination, or other expiration of this Agreement will not release any party from any liability or obligation arising prior to the date of termination.

Exhibit “C”
Master Plan for Clearwater Airpark

Please see attached.

Final Airpark Layout Plan

February 2020

Drawing Set and Narrative Report for the Clearwater Airpark



Prepared for:

City of Clearwater

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Section 1.0

AVIATION ACTIVITY FORECASTS

1.1 Introduction

The City of Clearwater ("City") is updating the Airport Layout Plan (ALP) and Capital Improvement Program (CIP) for the Clearwater Airpark (CLW or Airpark) based on existing and anticipated demand. The Airpark has experienced increasing demand for use of their facilities over the past few years and has identified an immediate need for additional and/or improved facilities, including aircraft storage and terminal facilities. Accordingly, a new forecast of aviation activity levels was developed to serve as the basis for identifying the facilities required in the near-term (0-5 years), intermediate-term (6-10 years), and long-term (11-20 year) planning periods.

1.2 Overview

Accurate historical data regarding the number of operations conducted at CLW is not available. However, CLW has determined that the forecasts developed by the Florida Department of Transportation (FDOT) provide a reasonable outlook of aviation activity at the Airpark. The existing FDOT forecasts were developed in 2015 for the planning period from 2016-2035 as part of the Continuing Florida Aviation System Planning Process (CFASPP). Since the 20-year forecast planning period for this ALP Update is 2018-2038, forecasts for the 3 years between 2036-2038 were projected based on the FDOT's Average Annual Growth Rate (AAGR) of 1.00% for aircraft operations and 0.51% for based aircraft.

The FDOT's forecast provided the basis for additional aviation activity forecasts developed for CLW, including:

- Itinerant versus local operations;
- Instrument operations;
- Fleet mix (aircraft type); and
- Operational Peaks.

All forecasts have a degree of error from the actual activity levels that occur after their publication. Therefore, the forecasts presented in this section should be reviewed with that fact in mind.

1.3 Aircraft Operations Forecast

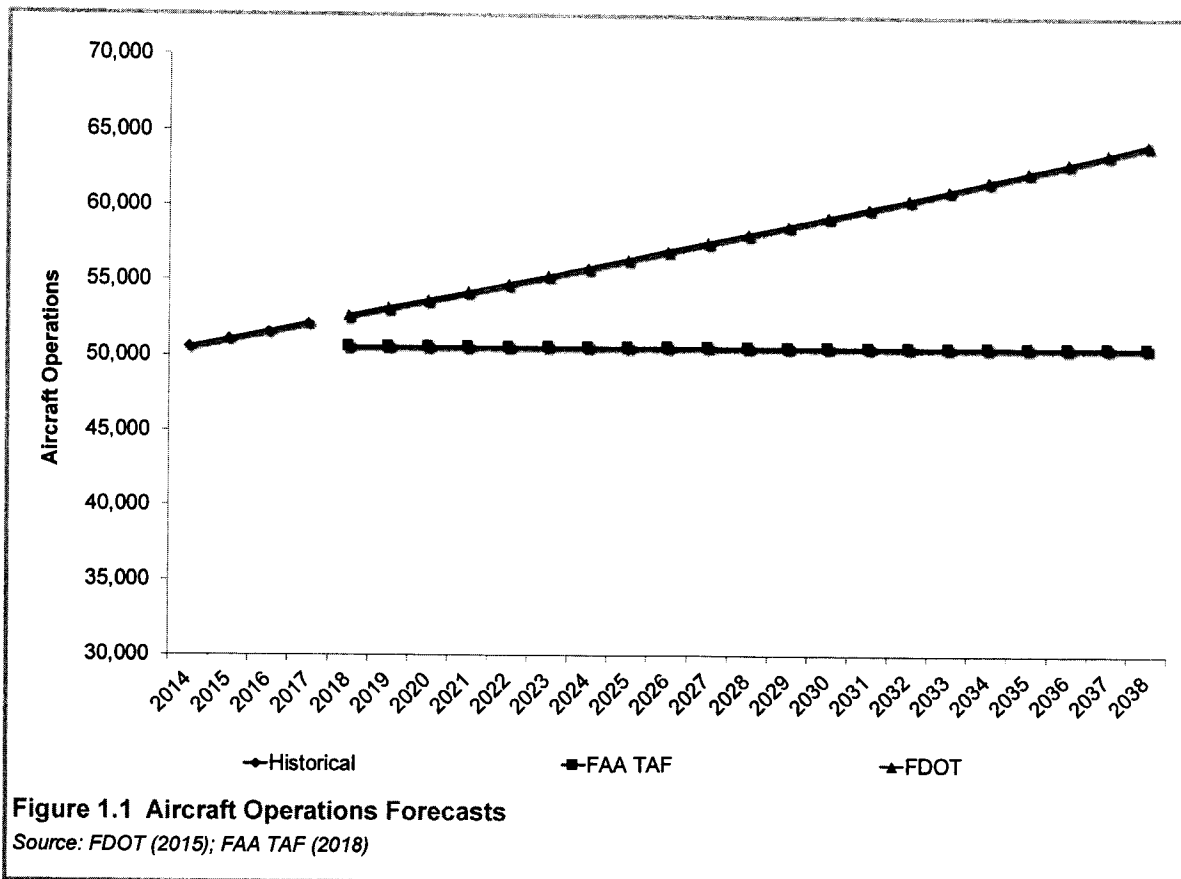
The FDOT forecast of aircraft operations, including projections for 2036-2038 developed for this ALP Update, are summarized in **Table 1.1**. The Federal Aviation Administration (FAA) January 2018 Terminal Area Forecast (TAF) for CLW is also provided for reference. However, the FAA TAF does not include any growth in aircraft operations and therefore, was not used for the purposes of these forecasts.

Table 1.1 Aircraft Operations Forecast for Clearwater Airpark

Year	Historical	FAA TAF	FDOT ¹
2014	50,590	50,590	
2015	51,096	50,590	
2016	51,607	50,590	
2017	52,123	50,590	
2018		50,590	52,644
2019		50,590	53,171
2020		50,590	53,702
2021		50,590	54,239
2022		50,590	54,782
2023		50,590	55,330
2024		50,590	55,883
2025		50,590	56,442
2026		50,590	57,006
2027		50,590	57,576
2028		50,590	58,152
2029		50,590	58,733
2030		50,590	59,321
2031		50,590	59,914
2032		50,590	60,513
2033		50,590	61,118
2034		50,590	61,729
2035		50,590	62,346
2036		50,590	62,970
2037		50,590	63,599
2038		50,590	64,235
Average Annual Growth Rate			
Short-term (2018-2023)		0.00%	1.20%
Intermediate-term (2024-2028)		0.00%	1.00%
Long-Term (2029-2038)		0.00%	1.00%
Change (2018-2038)		0.00%	23.24%

Source: FDOT (2015); FAA TAF (2018)

¹ forecasts for years 2036-2038 projected based on FDOT 20-year AAGR for period 2016-2035



1.3.1 Itinerant & Local Operations Forecast

Aircraft operations are defined as the number of arrivals and departures from the airport, including touch and go's. These operations are categorized as either local or itinerant.

- Local operations are those performed by aircraft that are based at the airport and that operate in the local traffic pattern or within sight of the airport
- Itinerant operations are operations performed by an aircraft that lands at an airport, arriving from outside the airport area, or departs an airport and leaves the airport area or local airspace.

Aircraft operations are also further classified by the type of user such as Air Carrier, Air Charter/Air Taxi, GA, and Military. The FDOT FASP provides an overall forecast of aircraft operations but does not separate the category of operations or the user. Therefore, for the purposes of this analysis, the percentages used in the FAA TAF and summarized in **Table 1.2** were used. **Table 1.3** summarizes the forecast of local and itinerant aircraft operations in 2018 and at the end of each planning period.

Table 1.2 FAA Terminal Area Forecast Aircraft Operations by Category and Type

Percentage of Total	Itinerant Operations					Local Operations		
	Air Carrier	Air Taxi	GA	Military	Total	GA (Civil)	Military	Total
	0.0%	.06%	9.96%	.05%	10.07%	89.93%	0.0%	89.93%

Source: FAA TAF (2018)

Table 1.3 Itinerant vs. Local Aircraft Operations

Year	Itinerant Operations					Local Operations			Total
	Air Carrier	Air Taxi	GA	Military	Total	GA (Civil)	Military	Total	
2018	0	31	5,245	25	5,301	47,343	0	47,343	52,644
2023	0	33	5,512	25	5,570	49,760	0	49,760	55,330
2028	0	34	5,794	25	5,853	52,299	0	52,299	58,152
2033	0	36	6,089	25	6,151	54,967	0	54,967	61,118
2038	0	38	6,400	25	6,463	57,772	0	57,772	64,235

Source: FDOT (2015); FAA TAF (2018)

1.3.1.1 Air Charter / Air Taxi Operations

Air taxi activity includes operations regulated by the FAA under Federal Aviation Regulations (FAR) Part 135 such as on-demand passenger service (charter and fractional), small parcel transport (cargo), and air ambulance activity. Air taxi activity at CLW currently includes occasional charter and air ambulance flights.

1.3.1.2 General Aviation Operations

General Aviation (GA) is the term used to describe a diverse range of aviation activities including all segments of the aviation industry, except for commercial air carriers and military. GA includes common activities such as pilot training, recreational flying, agricultural applications, medical support, and other business and corporate uses. General aviation aircraft can range from small glider and single engine aircraft to large turboprop and jet powered aircraft. In fact, some larger commercial airline aircraft models such as the Boeing 737, known as the Boeing Business Jet (BBJ), have been converted for general aviation uses. GA is the primary type of activity at CLW, accounting for approximately 99 percent of all activity, including flight training activities offered by Tampa Bay Aviation.

1.3.1.3 Military Operations

Military operations at CLW are relatively limited, consisting primarily of Florida National Guard helicopters and smaller fixed wing aircraft. This activity is typically in support of emergency response operations.

1.3.1.4 Instrument Operations

Instrument operations to and from CLW are handled through FAA approach/departure control facilities at Tampa International Airport, which controls the overlying Class B airspace. There are currently no published instrument approach or departure procedures for CLW. Therefore, at this time, there is not enough data available to make an inference about the level of instrument activity at CLW.

1.4 Based Aircraft Forecast

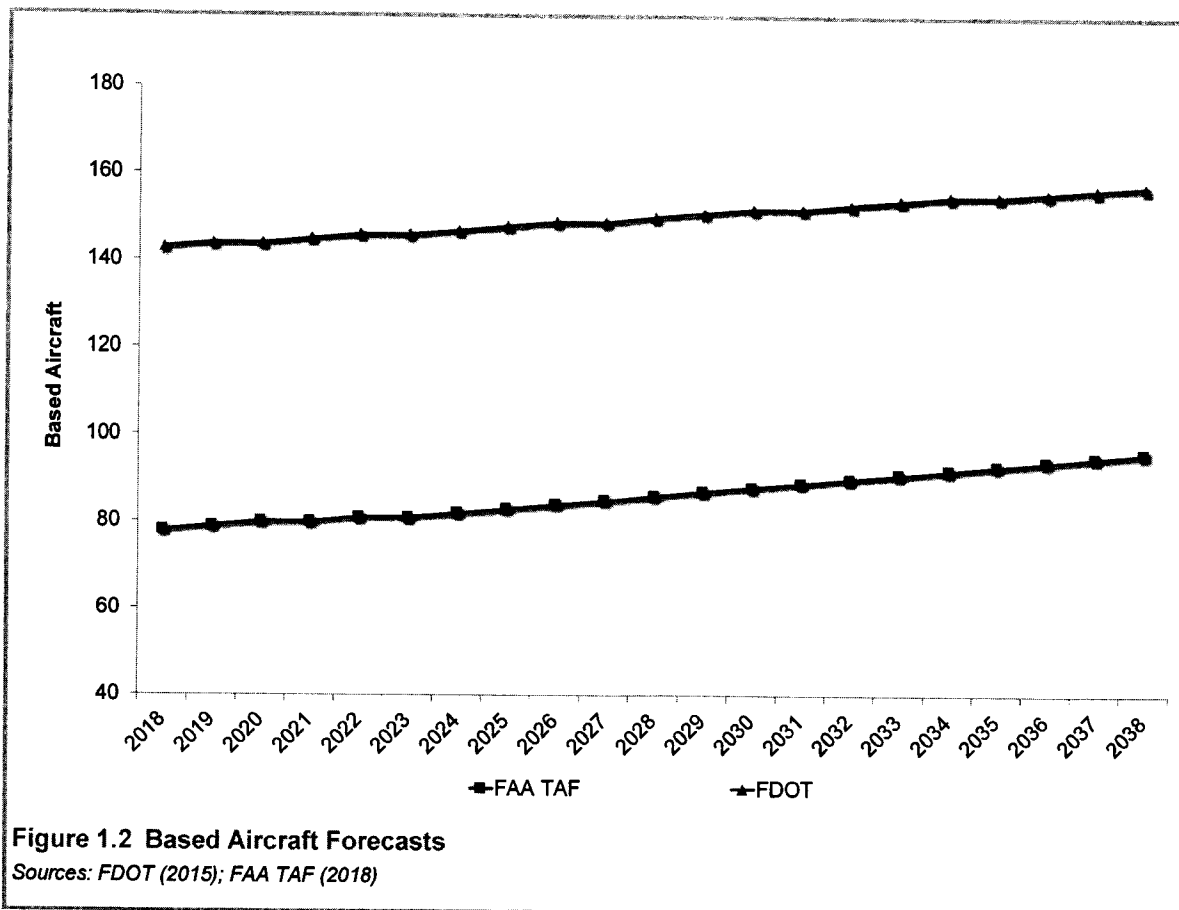
The FDOT forecast of based aircraft, including projections for 2036-2038 developed for this ALP Update, are summarized in **Table 1.4** and illustrated in **Figure 1.2**. The FAA January 2018 TAF for CLW is also provided for reference. Unlike the FAA TAF for aircraft operations, the FAA based aircraft forecast includes future growth at higher AAGRs than the FDOT forecasts. However, the number of based aircraft indicated for 2017 is nearly half the amount of existing based aircraft confirmed by the City.

Table 1.4 Based Aircraft Forecast

Year	Historical	FAA TAF	FDOT ¹
2017	139		
2018		79	143
2019		80	144
2020		81	144
2021		81	145
2022		82	146
2023		82	146
2024		83	147
2025		84	148
2026		85	149
2027		86	149
2028		87	150
2029		88	151
2030		89	152
2031		90	152
2032		91	153
2033		92	154
2034		93	155
2035		94	155
2036		95	156
2037		96	157
2038		97	157
Average Annual Growth Rate			
Short-term (2018-2023)		0.76%	0.99%
Intermediate-term (2024-2028)		1.21%	0.54%
Long-Term (2029-2038)		1.11%	0.48%
Change (2018-2038)		23.08%	13.23%

Source: FDOT (2015); FAA TAF (2018)

¹ forecasts for years 2036-2038 projected based on FDOT 20-year AAGR for period 2016-2035



1.4.1 Aircraft Fleet Mix

A key part of the forecasting effort is to identify how the current mix of aircraft types and missions will evolve over the 20-year planning period. This information will be used to identify recommended modifications to the airfield and airport facilities.

Aircraft are typically grouped into one of several classifications including single-engine, multi-engine, and rotary (helicopter). Other aircraft types such as jets, sport, experimental, ultra-light, etc. are not based at CLW and are not expected to in the future. The number of based aircraft in each of these classifications impacts the number and size of the recommended aircraft storage facilities and associated modifications to access taxiways/taxilanes.

The forecast fleet mix presented in **Table 1.5** and **Figure 1.3** are reflective of the FDOT based aircraft forecasts as the actual number of based aircraft at CLW in the beginning of 2018 closely matches the FDOT forecasts for that year. Percentages of each aircraft type are based on the data obtained from the City of Clearwater for existing (2017) based aircraft at CLW.

Table 1.5 Aircraft Fleet Mix Forecast

Year	Single-Engine		Multi-Engine		Turboprop		Jet		Helicopter		Total
	Aircraft	%	Aircraft	%	Aircraft	%	Aircraft	%	Aircraft	%	
2017	119	85.6%	14	10.1%	0	0.0%	0	0%	6	4.3%	139
2018	123	86.1%	14	9.4%	0	0.0%	0	0%	6	4.4%	143
2023	125	85.5%	14	9.6%	0	0.0%	0	0%	7	5.0%	146
2028	127	84.7%	15	9.7%	0	0.0%	0	0%	8	5.6%	150
2033	129	84.0%	15	9.8%	0	0.0%	0	0%	10	6.2%	154
2038	131	83.1%	16	9.9%	0	0.0%	0	0%	11	7.0%	157

Source: AECOM Analysis, 2018

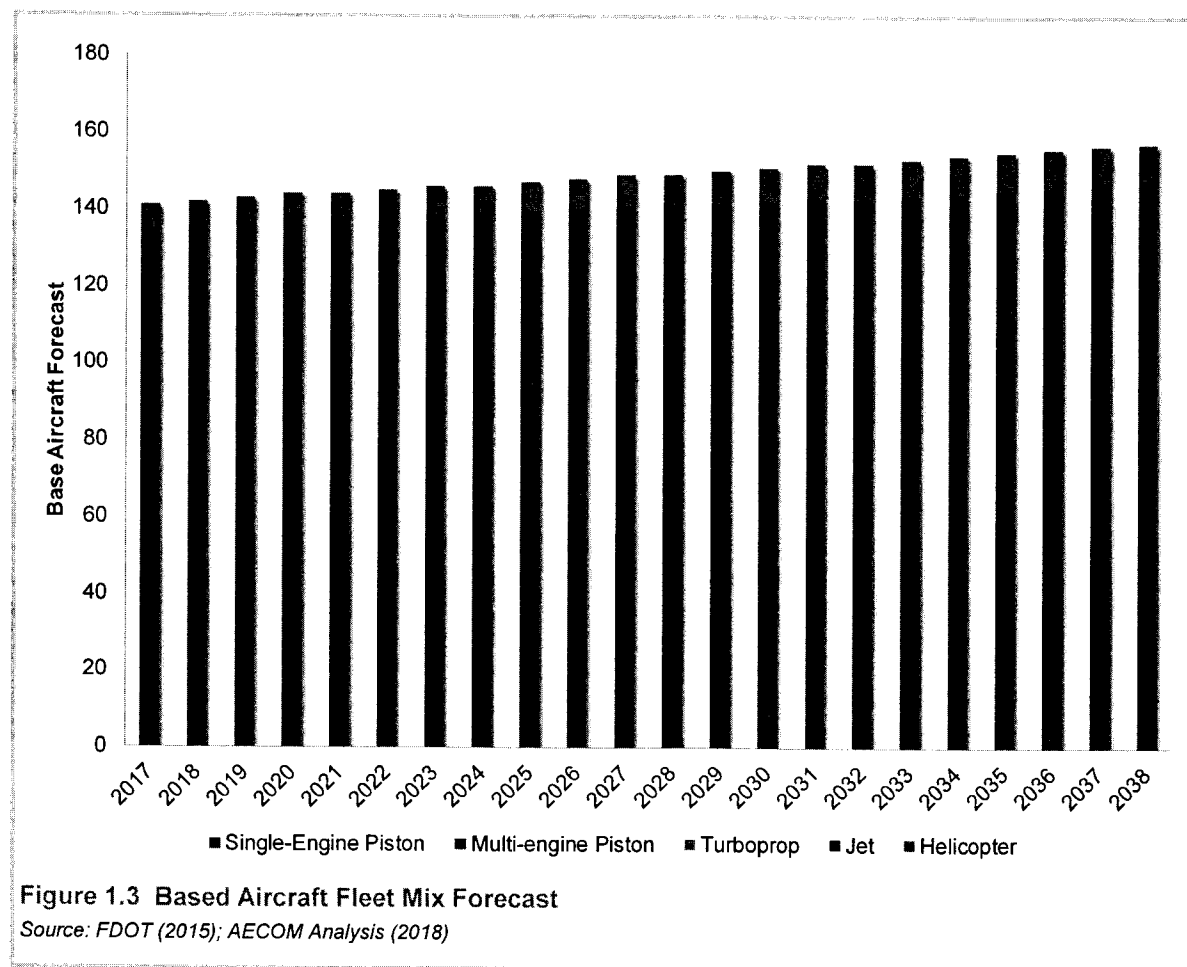


Figure 1.3 Based Aircraft Fleet Mix Forecast

Source: FDOT (2015); AECOM Analysis (2018)

1.5 Critical Aircraft

Evaluating existing airfield facilities and planning for improvements requires the identification of a Critical Aircraft. The Critical Aircraft relates airport design to the operational and physical characteristics of the most demanding aircraft that utilize the airfield on a regular basis. It sets dimensional requirements or key elements of an airport, such as the separation distance between runways, taxiways, and aircraft parking areas as well as other safety related features. According to FAA Advisory Circular (AC) 150/5000-17, Critical Aircraft and Regular Use Determination, an aircraft or grouping of aircraft with similar characteristics must conduct a minimum of 500 annual operations (local and itinerant) per year to be considered the Critical Aircraft.

As previously noted, historical operational data at CLW, including specific aircraft models, is significantly limited. The 2000 CLW Master Plan cited the Piper Cheyenne as the Critical Aircraft. Based on information provided by the City, it is recommended the Piper Cheyenne is maintained as the Critical Aircraft. The Piper Cheyenne represents a grouping of aircraft with similar characteristics operating at the Airport and most of the existing airfield facilities satisfy the standards associated with this group of aircraft.

1.6 Operational Peaks

Activity at an airport is inconsistent on a monthly, daily, and hourly basis. Facility requirements are often identified based on accommodating peak hour operations on the Average Day of the Peak Month (ADPM). Peak hour operations are used to identify requirements for aircraft parking positions for non-based aircraft, terminal/administration buildings, vehicular parking, and fuel storage. The number of peak hour operations in each forecast year was determined based on the following:

- **Peak Month Operations** –Standard forecasting practices often assume a 10% increase over the average monthly operations throughout the course of a year. However, due to seasonal weather variations, tourism, and the high percentage of recreational activity there are larger differences between summer activity levels at CLW. As such, the peak month was calculated at 25% above the monthly average.
- **Average Day Peak Month Operations** – Determined by the average number of daily operations during the peak month (30 days).
- **Peak Hour Operations** –Peak hour operations generally equate to between 12% and 20% of the ADPM operations. For the purpose of these forecasts, a peak hour of 15% of ADPM was used.

Peak activity projections are summarized in **Table 1.6**.

Table 1.6 Operational Peaks

Year	Annual Operations	Average Month Operations	Average Day Peak Month Operations	Peak Hour Operations
2017	52,123	5,429	181	27
2018	52,644	5,484	183	27
2023	55,330	5,764	192	29
2028	58,152	6,058	202	30
2033	61,118	6,366	212	32
2038	64,235	6,691	223	33

Source: AECOM (2018)

1.7 Forecast Comparison to FAA TAF

A comparison of the proposed forecasts to the FAA TAF is required by the FAA, particularly if FAA funding will be requested for any capital improvement project. The FAA TAF helps determine whether an airport satisfies funding eligibility requirements and to determine the relative priority of public funding available for capital improvements. Per FAA guidance, local forecasts that exceed 100,000 annual operations and/or 100 based aircraft are considered consistent with the TAF if they differ by less than 10% in the 5-year forecast period and 15% in the 10-year forecast period. According to FAA policy, differences must be resolved if the forecast is to be used in FAA decision-making and may involve revisions to the CLW submitted forecasts, adjustments to the TAF, or both.

A summary of the CLW forecasts presented in this report and a comparison to the 2018 FAA TAF are summarized in **Table 1.6** and **Table 1.7** respectively.

Forecast annual operations do not exceed 100,000 operations and do not require any further FAA review.

The adopted FDOT forecasts of based aircraft for CLW significantly differ from the FAA's based aircraft forecast, predominantly the result of the FAA forecast starting at nearly half the amount of based aircraft reported by the City in 2017. However, the FAA TAF is based on a 20-year AAGR that is nearly twice the FDOT forecasts (approximately 1.0% to 0.50% respectively).

Table 1.7 Summary of Aviation Activity Forecasts

	Base Yr.	Forecast Level of Aviation Activity					Average Annual Compound Growth				
	2017	2018	2023	2028	2033	2038	2018	2023	2028	2033	2038
A. FORECAST LEVELS AND GROWTH RATES											
Air Carrier	0	0	0	0	0	0	0.00%	0.00%	0.00%	0.00%	0.00%
Commuter	0	0	0	0	0	0	0.00%	0.00%	0.00%	0.00%	0.00%
Total	0	0	0	0	0	0	0.00%	0.00%	0.00%	0.00%	0.00%
OPERATION											
Itinerant											
Air	0	0	0	0	0	0	0.00%	0.00%	0.00%	0.00%	0.00%
Air Taxi	31	31	33	34	36	38	1.00%	1.00%	1.00%	1.00%	1.00%
Total	31	31	33	34	36	38	1.00%	1.00%	1.00%	1.00%	1.00%
General	5,193	5,245	5,512	5,794	6,089	6,400	1.00%	1.00%	1.00%	1.00%	1.00%
Military	25	25	25	25	25	25	0.00%	0.00%	0.00%	0.00%	0.00%
Local											
General	46,874	47,34	49,76	52,29	54,96	57,77	1.00%	1.00%	1.00%	1.00%	1.00%
Military	0	0	0	0	0	0	0.00%	0.00%	0.00%	0.00%	0.00%
Total	52,123	52,64	55,33	58,15	61,11	64,23	1.00%	1.00%	1.00%	1.00%	1.00%
Instrument	0	0	0	0	0	0	0.00%	0.00%	0.00%	0.00%	0.00%
Peak Hour	27	27	29	30	32	33	1.00%	1.00%	1.00%	1.00%	1.00%
Cargo/Mail	0	0	0	0	0	0	0.00%	0.00%	0.00%	0.00%	0.00%
BASED AIRCRAFT											
Single-	119	121	124	125	128	130	2.01%	0.40%	0.24%	0.35%	0.36%
Multi-	14	14	15	15	16	17	2.43%	0.81%	0.65%	0.76%	0.78%
Turboprop	0	0	0	0	0	0	--	--	--	--	--
Rotorcraft	6	6	7	8	9	11	4.50%	2.85%	2.69%	2.80%	2.82%
Jets	0	0	0	0	0	0	--	--	--	--	--
Others	0	0	0	0	0	0	--	--	--	--	--
Total Based	139	142	146	149	153	157	2.16%	0.56%	0.41%	0.53%	0.57%
B. OPERATIONAL FACTORS											
AVERAGE AIRCRAFT SIZE (SEATS)											
Air Carrier	--	--	--	--	--	--	--	--	--	--	--
Commuter	--	--	--	--	--	--	--	--	--	--	--
AVERAGE ENPLANING LOAD FACTOR											
Air Carrier	--	--	--	--	--	--	--	--	--	--	--
Commuter	--	--	--	--	--	--	--	--	--	--	--
GA	375	371	379	390	399	408	-1.13%	0.44%	0.59%	0.47%	0.43%

Source: AECOM (2018)

Table 1.8 Comparison of Derived and FAA TAF Forecast

Year	CLW Forecast	FAA TAF	Difference (%)
TOTAL OPERATIONS			
2018	52,644	50,590	4.1%
2023	55,330	50,590	9.4%
2028	58,152	50,590	14.9%
2033	61,118	50,590	20.8%
2038	64,235	50,590	27.0%
BASED AIRCRAFT			
2018	142	79	81.0%
2023	146	82	78.0%
2028	149	87	72.4%
2033	153	92	67.4%
2038	157	97	61.9%

Source: AECOM (2018)

Note: FAA TAF data is on a U.S. Government FY basis (October through September)

Section 2.0

AIRPARK DEMAND / CAPACITY ANALYSIS AND IDENTIFICATION OF FACILITY DEVELOPMENT NEEDS

2.1 Introduction

The City of Clearwater ("City") is updating the Airport Layout Plan (ALP) and Capital Improvement Program (CIP) for the Clearwater Airpark (CLW or Airpark) based on existing and anticipated demand. The Airpark has experienced increasing demand for use of their facilities over the past few years and has identified an immediate need for additional and/or improved facilities, including aircraft storage and terminal facilities. The purpose of this report is to identify the facilities recommended to accommodate the anticipated demand in the near-term (0-5 years), intermediate-term (6-10 years), and long-term (11-20 year) planning periods.

Facility requirements are calculated based on the aviation activity forecasts previously submitted and visual observations, as well as consultation with Airport staff. The capacities of specific airport facilities, such as the airfield, terminal facilities, aircraft parking areas, support facilities, and automobile parking are evaluated to determine if they are capable of accommodating forecast levels of demand without incurring unacceptable decreases in service levels. Wherever deficiencies are identified, the number and size of facilities needed to address capacity shortfalls are determined.

Based on the analyses summarized in subsequent sections, the following facility improvements are recommended:

- Obtain control of unowned parcels with the Approach Runway Protection Zone (APRZ) and Departure Runway Protection Zone (DPRZ) to the extent practical
- Mitigate non-standard taxiway geometries
- Rehabilitate pavement per the Florida Department of Transportation (FDOT) pavement management report
- Maximize operational safety of aircraft parking areas through aircraft wingspan restrictions on taxilanes or relocation/reconfiguration of parking positions
- 5 additional transient parking positions immediately and another 3 by the end of the planning horizon for a total of 15 in 2038
- 15 additional T-Hangar units
- 2 additional conventional hangars
- Expand the terminal building to roughly 12,500 Square Feet (SF)
- Increase the number of vehicle parking spaces from 25 to 104
- Provide a new secured maintenance shed for storage of the recently purchased tractor
- Reserve the 75-acre site currently occupied by The Landings Golf Club for aeronautical / non-aeronautical purposes

2.2 Critical Aircraft

Evaluating existing airfield facilities and planning for improvements requires the identification of a Critical Aircraft. The Critical Aircraft relates airport design to the operational and physical characteristics of the most demanding aircraft that utilize the airfield on a regular basis. It sets dimensional requirements or key elements of an airport, such as the separation distance between runways, taxiways, and aircraft parking areas as well as other safety related features. According to FAA Advisory Circular (AC) 150/5000-17, *Critical Aircraft and Regular Use Determination*, an aircraft or grouping of aircraft with similar characteristics must conduct a minimum of 500 annual operations (local and itinerant) per year to be considered the Critical Aircraft.

The determination of a future Critical Aircraft is based on an FAA approval of the forecasts. The forecast, as submitted to the FAA, must include a projection of the number of annual operations by the future Critical Aircraft for the planning horizon.

The FAA defines two primary parameters for planning airfield facilities: Runway Design Code (RDC) and Taxiway Design Group (TDG). The RDC identifies standards for the design of runway pavement and safety areas while the TDG defines specifications for design of taxiway pavement.

The RDC is composed of the Aircraft Approach Category (AAC), Aircraft Design Group (ADG), and runway visibility minimums (defined by runway visual range values). The AAC (defined by a letter) relates to aircraft approach speed while ADG (defined by a numeral) relates to aircraft wingspan and tail height. Table 2.1 depicts the criteria used to determine the RDC.

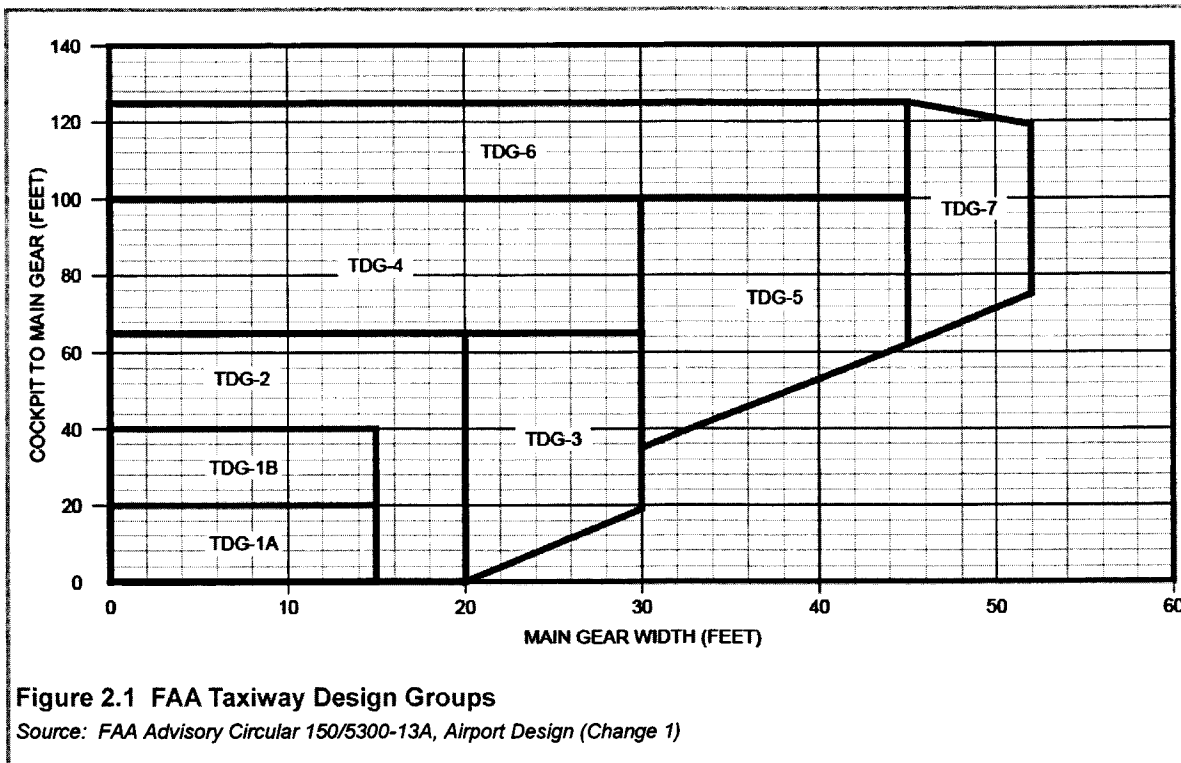
Table 2.1 Runway Design Code Classifications

Aircraft Approach Category (AAC)				
Category	Approach Speed (knots)	Typical Aircraft Size		Example Aircraft
A*	< 91	Small single-engine		Pilatus PC-12
B*	91-120	Small multi-engine		Beech 200 Super King Air
C	121-140	Short medium-range		A318
D	141-165	Long Range		B737-800; B747-8
E	≥ 166	Military		Military
Aircraft Design Group (ADG)				
Group	Wingspan (feet)	Tail Height (feet)	Typical Aircraft Size	Example Aircraft
I	< 49	< 20	Single & multi-engine	King Air 100
II	49 < 79	20 < 30	Commuter Aircraft	Beech 200 Super King Air; Pilatus PC-12
III	79 < 118	30 < 45	Narrowbody	B737
IV	118 < 171	45 < 60	Widebody	B757 / B767
V	171 < 214	60 < 66	Widebody	B777
VI	214 < 262	66 < 80	Jumbo Commercial	A380
Runway Visibility Minimums				
Runway Visual Range (feet)		Flight Visibility Category (Statute Mile)		
VIS		Visual Only		
5000		Not lower than 1 mile		
4000		Lower than 1 mile but not lower than ¾ mile		
2400		Lower than ¾ mile but not lower than ½ mile		
1600		Lower than ½ mile but not lower than ¼ mile		
1200		Lower than ¼ mile		

Source: FAA AC 150/5300-13A (Change 1), Airport Design

* Aircraft with a maximum certificated takeoff weight of 12,500 pounds or less are classified as "small" aircraft

Conversely, the TDG is a function of an aircraft's main landing gear width and as well as its location relative to the cockpit. **Figure 2.1** depicts the various TDGs per FAA guidelines.



On occasion, the Critical Aircraft for runways and safety areas may be different than the Critical Aircraft for taxiways due to differences in aircraft wingspans, tail heights, and location of the main-gear. For example, the Cessna Citation Mustang jet is an ADG I and TDG 2 aircraft while the Cessna Citation X is an ADG II and TDG 1B aircraft. In this instance, the Citation X would be the Critical Aircraft for runways and safety areas (including taxiways) but the Citation Mustang would be the Critical Aircraft for taxiway design (taxiway width, shoulder width, and fillet design).

As previously noted, historical operational data at CLW, including specific aircraft models, is significantly limited. The 2000 CLW MPU cited the Piper Cheyenne (B-I-2) as the existing Critical Aircraft and the Cessna Citation Jet CJ2 (B-II-2) as the future Critical Aircraft. For the purposes of this ALP Update, it is recommended the Piper Cheyenne be utilized as the Critical Aircraft.

2.3 Airside Facilities

The primary airside facilities (runways, taxiways, and navigational aids) each have a crucial role in the operational capacity, safety, and efficiency of the Airport.

2.3.1 Runway System

The runways are the fundamental component supporting air transportation at any airport. The runway system is a combination of the structural pavement used for takeoffs and landings, shoulders, blast pads, safety areas, protection zones, and obstruction identification surfaces. The following evaluates the existing runway system and future requirements for each component.

2.3.2 Number of Runways

The required number of runways at an airport is based on the annual and hourly demand of the airfield as well as the prevailing wind conditions.

The 2000 Master Plan calculated the annual capacity of the airfield, based on FAA guidance, at roughly 157,000 operations and the hourly capacity during visual meteorological conditions (VMC) at 71 operations. Therefore, the existing airfield provides sufficient capacity for the forecast number of operations.

The FAA also recommends the orientation of runways provides at least 95% wind coverage for the aircraft forecast to use the Airport on a regular basis. Wind data was obtained from the National Centers for Environmental Information (NCEI) for the 10-year period 2008-2017 at station 722110 (Tampa International Airport). Wind data from stations closer to CLW was either unavailable or incomplete for use in this analysis.

The percentage of wind coverage is based on the maximum allowable crosswind component for the aircraft that utilize the Airport on a regular basis. The maximum allowable crosswind component is 10.5 knots for A-I and B-I aircraft and 13 knots for A-II and B-II aircraft. **Table 2.2** summarizes the wind coverage at CLW under all-weather conditions (119,749 observations), VMC (94,845 observations), and Instrument Meteorological Conditions (6,845 observations).

Runway 16-34 provides at least 95% wind coverage in all conditions and crosswind components except in IMC and a 10.5 knot crosswind. Since IMC operations at CLW are minimal, a crosswind runway is not recommended at CLW to accommodate operations by A-I and B-I aircraft in these conditions.

Table 2.2 Wind Coverage

Weather Conditions	10.5 knots	13.0 knots
All-Weather	95.90%	97.98%
VMC	96.03%	98.10%
IMC	92.91%	95.73%

Source: NCEI; AECOM Analysis

2.3.3 Runway Length Requirements

The operating length of a runway is its most important functional element. The length of the primary runway should support the most demanding aircraft operating at a takeoff weight required to reach its destination, otherwise known as the stage length. The required runway length is determined based on the guidelines provided in FAA AC 150/5325-4B, *Runway Length Requirements for Airport Design*.

Since most, if not all, of the aircraft regularly operating at CLW have a MTOW less than 12,500 pounds, the runway length requirement for CLW is approximately 3,200 feet, per Paragraph 205 and Figure 2-1 in FAA AC 150/5325-4B, *Runway Length Requirements for Airport Design*. At a length of 4,108-feet, existing Runway 16-34 is sufficient to accommodate the aircraft operating at CLW.

2.3.4 Runway Geometry and Safety

The geometry of an airfield is subject to the FAA airport design standards which provide for safe operations and consistency among the nation's airports. Runway 16-34 only provides a visual

approach to each end. Accordingly, **Table 2.3** compares the FAA standards for B-I runway with a visual approach (B-I-VIS) against existing conditions.

Although the existing runway does not have paved shoulders or blast pads, they are not required. However, the FAA recommends turf, aggregate-turf, soil cement, lime or bituminous stabilized soil adjacent to paved surfaces accommodating ADG-I and II aircraft such as Runway 16-34.

Runway end blast pads are also not required for jet blast erosion control but are recommended to be included on the ALP in the event the City selects to provide them.

The Runway Protection Zone (RPZ) is a trapezoidal area at each runway end and/or threshold. The main purpose of the RPZ is to protect people and property on the ground. The FAA recommends airports gain control of the RPZs. While it is desirable to keep the entire RPZ clear of all above-ground objects, RPZs should be maintained clear of all incompatible activities at a minimum. Per the FAA, permissible land uses within RPZs include:

- Farming
- Irrigation channels
- Airport service roads
- Underground facilities
- Unstaffed NAVAIDS and facilities (only if fixed by function)

The FAA also recommends airports coordinate with the Airports District Office (ADO) to remove or mitigate the risk of any existing incompatible land uses in the RPZ as practical, including public roads.

The RPZ includes both an ARPZ and a DRPZ. The ARPZ is located 200 feet from the runway threshold. The DRPZ begins 200 feet beyond the runway end, or the far end of the runway end. The size of the ARPZ and DRPZ are the same for both runway ends. It is recommended the Airport obtain control of parcels within the APRZs and DRPZs to the extent practical.

Table 2.3 Existing Runway Design

Item	Standard	Existing
Visibility Minimums	Visual	Visual
Runway Geometry		
Runway Design Code (RDC)	B-I-VIS	B-I-VIS
Runway Length	3,200	4,108
Runway Width	60	75
Shoulder Width	10	-
Blast Pad Width	80	-
Blast Pad Length	60	-
Runway Separation		
Holding Position	125	125
Parallel taxiway/taxilane centerline	150	150
Aircraft parking area	125	≥ 200
Runway Safety Area (RSA)¹		
Length beyond runway end	240	240
Length prior to threshold	240	240
Width	250	250
Runway Object Free Area (ROFA)¹		
Length beyond runway end	240	240
Length prior to threshold	240	240
Width	250	250
Runway Obstacle Free Zone (ROFZ)		
Length beyond runway end	200	200
Width	250	250
Approach and Departure Runway Protection Zone (ARPZ and DRPZ)²		
Length	1,000	1,000
Inner Width	250	250
Outer Width	450	450

Source: FAA AC 150/5300-13A (Change 1), Airport Design, Table 3-5

Notes:

¹ The Runway 16 RSA and ROFA is partially outside the existing airport property on undeveloped land

² The APRZ and DRPZ are not entirely within airport owned or controlled property

2.4 Taxiway System

The taxiway system of an airport provides for the safe and efficient movement of aircraft between the runways, terminal area, and general aviation facilities. The following evaluates the taxiways according to design standard and operational efficiency from a runway exit perspective.

2.4.1 Taxiway Design

Taxiway design standards are based on the ADG and TDG of the aircraft using the taxiways. ADG affects the protection areas, separation standards, and wingtip clearances. TDG determines the width, taxiway edge safety margin (TESM), and shoulder width. A comprehensive review of the existing TESM (main-gear horizontal clearance) available was not completed as part of this analysis. However, proposed taxiway improvements, if any, will adhere to the FAA design standards. The design requirements that apply to taxiways at CLW are summarized in **Table 2.4**.

The FAA standards can be adjusted for aircraft specific operational areas. For example, if an aircraft parking area is restricted to aircraft with wingspans of 37-feet or less (a large majority of single-engine aircraft), the taxilane to fixed/movable object separation is 32.2-feet which is equal to 0.6 times the wingspan plus 10-feet.

Table 2.4 FAA Taxiway Standards

Item	ADG I
Protection	
Taxiway Safety Area	49'
Taxiway Object Free Area	89'
Taxilane Object Free Area	79'
Taxiway Separation	
Parallel taxiway/taxilane centerline	70'
Fixed and/or Movable Object	44.5'
Taxilane Separation	
Parallel taxilane centerline	64'
Fixed and/or Movable Object	39.5'
Wingtip Clearance	
Taxiway	20'
Taxilane	15'
Item	TDG 2
Pavement Design	
Taxiway Width	35'
Taxiway Shoulder Width	15'
Taxiway Edge Safety Margin (TESM)	7.5'

Source: FAA AC 150/5300-13A (Change 1), Airport Design

Figure 2.2 illustrates the existing aircraft parking areas at CLW, including the ADG I taxilane separation standards.

these hangars is restricted to aircraft with wingspans proportionate to the TOFA available, providing a minimum recommended wingtip clearance of 10-feet

2.4.2 Taxiway Configurations

FAA design standards emphasize safe and efficient taxiway configurations while minimizing excess pavement, including improvements to existing taxiway geometry and removal of pavement, when necessary, to minimize the risk of runway incursions. Several taxiway configurations are identified in the FAA standards as increasing the potential risk of a runway incursion. As illustrated in **Figure 2.3**, there are four locations at CLW which the FAA considers non-standard as they allow direct access from an apron area to a runway. Solutions to mitigate these non-standard conditions will be evaluated as part of the alternatives analysis.

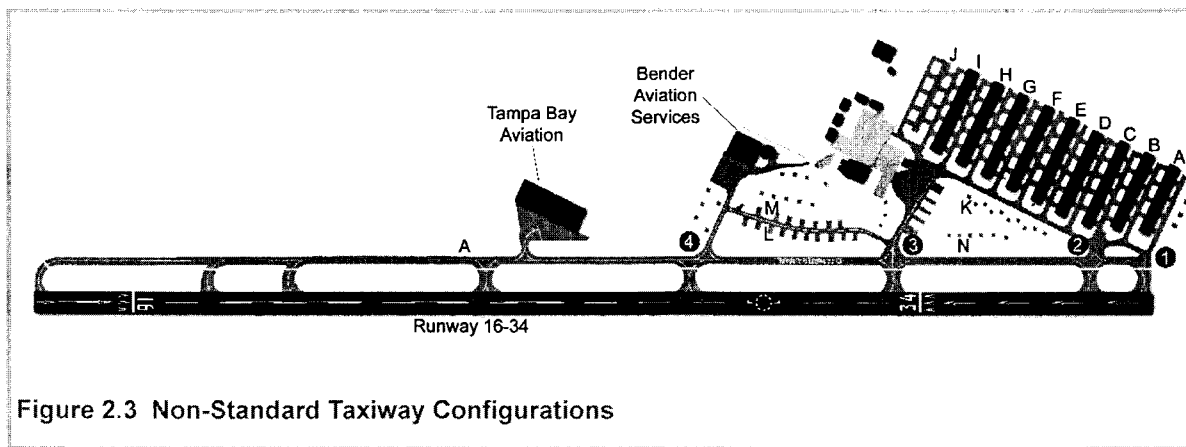


Figure 2.3 Non-Standard Taxiway Configurations

2.4.3 Pavement Condition

FDOT sponsors an airfield pavement management program for numerous public airports to “prioritize pavement maintenance and rehabilitation, determine maintenance scheduling, performing material evaluations and supporting design considerations.” **Figure 2.4** depicts the currently available conditions as reported by FDOT in June 2015.

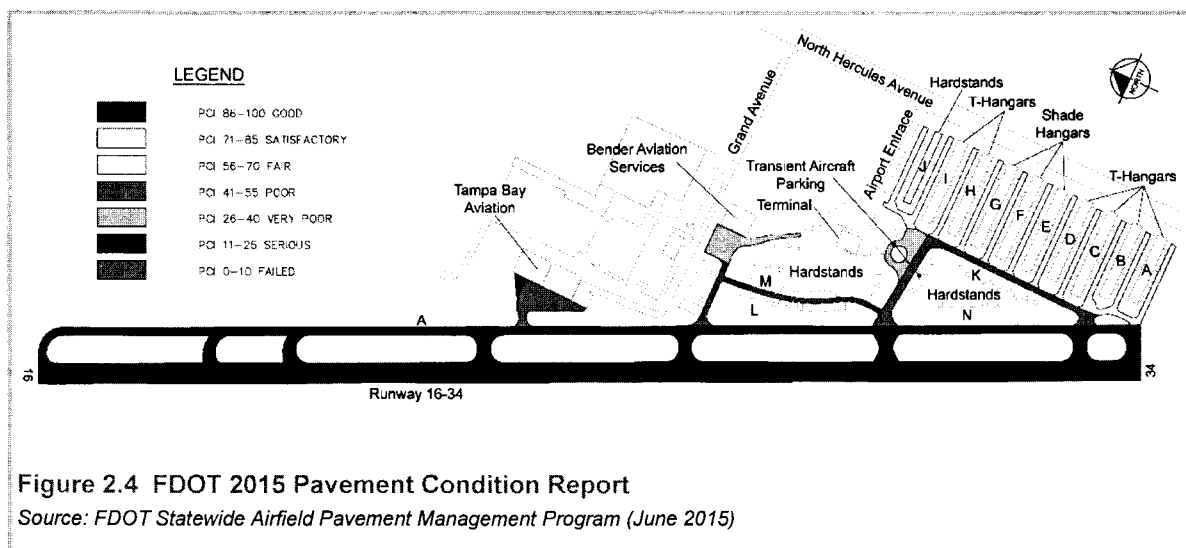


Figure 2.4 FDOT 2015 Pavement Condition Report

Source: FDOT Statewide Airfield Pavement Management Program (June 2015)

Runway 16-34 and Taxiway A (as well as all connector taxiways) are in good condition. The FDOT report identified approximately \$2.6 million in near-term (2015) major rehabilitation needs for the Tampa Bay Aviation hangar apron (poor), the Bender Aviation Services hangar apron (very poor), the taxilanes accessing the hardstand rows K, L, M, and N (poor) and J (fair) as well as those accessing covered parking areas C (north), D, E, F, G, H, and I (fair). The FDOT report also identified a \$406,000 major rehabilitation of the taxilanes accessing T-Hangars A, B, and C (south) in 2018 (satisfactory). Preventive maintenance during the FDOT report's 10-year planning horizon included another \$615,000 in preventative maintenance for an estimated program total of \$3.62 million. Since no major pavement rehabilitation has been completed since the 2015 FDOT report, it is recommended the major rehabilitations and preventative maintenance projects are included in CLW's Capital Improvement Program (CIP).

2.4.4 Navigational Aids

Both runway ends 16 and 34 are equipped with a 4-Box Visual Approach Slope Indicator (VASI). These systems are owned and maintained by the FAA. These visual aids adequately satisfy the needs of these runways.

Runway 16-34 is equipped with medium intensity runway edge lighting (MIRL). This lighting satisfies the FAA standard for the approach visibility minimums of each runway and is sufficient to accommodate existing and future aircraft operations. All the existing taxiways at CLW have Medium Intensity Taxiway Lights (MITL). This lighting is sufficient to satisfy existing and future operational requirements.

The primary wind cone is located at the approximate midpoint of the runway, on the west side. A second supplementary wind cone can be found mounted on the western end of a series of T-hangars located east of the Runway 34 threshold. A segmented circle to indicate the non-standard airport traffic pattern is marked on the Runway near the 34 end.

A study was completed in 2015 to assess the impacts associated with implementing a non-precision instrument approach procedure at CLW. The impacts the study identified include:

- Increased CFR Part 77 Civil Airport Imaginary Surfaces
- Primary Surface to width of 500 feet
- Transitional Surfaces will be penetrated by trees and buildings
- Approach Surface trapezoid will be larger (albeit at Slope of 20:1)
- Runway Protection Zone will be larger and will have incompatible land uses per Interim RPZ guidance
- 150/5300-18B survey Will NOT pickup objects appropriate to CFR Part 77 or TERPS Departure Surfaces for NP LNAV GPS Approach
- NGS Survey conducted in 2011 for LPV approach to Runway 16
- LPV approach will introduce TERPS OCS Surfaces, Larger Approach Surface and Larger RPZ

2.5 General Aviation Facilities

Facility requirements for General Aviation (GA) facilities are determined from a variety of available guidance, but primarily includes:

- FAA Advisory Circular 150/5300-13A (Change 1), Airport Design
- Transportation Research Board (TRB) Airport Cooperative Research Program (ACRP) Report 113: Guidebook on General Aviation Facility Planning

2.5.1 Aircraft Parking & Storage

Aircraft parking facilities typically requires a large area because they require adequate aircraft storage hangars, tie-down positions, clearance from other fixed and/or movable objects, and access to/from the airfield. The following sections summarize the requirements for the aircraft parking facilities.

Table 2.5 Aircraft Parking and Hangar Storage Requirements

Item	Existing Conditions	Forecast				
		2018	2023	2028	2033	2038
Single-Engine Based Aircraft	119	123	125	127	129	131
Multi-Engine	14	14	14	15	15	16
Helicopters	6	6	7	8	10	11
Total Based GA Aircrafts	139	143	146	150	154	157
T-Hangar Units ¹	87	96	97	99	101	102
T-Hangar Unit Surplus/(Deficiency)	-	(9)	(10)	(12)	(14)	(15)
Conventional Storage Hangars	3	4	4	5	5	5
Conventional Storage Hangars Surplus/(Deficiency)	-	(1)	(1)	(2)	(2)	(2)
Total Based Aircraft in Storage Hangars	97	108	109	113	116	119
Based Aircraft Parked at Hardstands ²	42	35	37	37	38	38
Based Aircraft Hardstands Surplus/(Deficiency)	6	13	11	11	10	10
Transient Aircraft at Hardstands	12	12	13	13	14	15
Transient Aircraft Hardstands Surplus/ (Deficiency)	(5)	(5)	(6)	(6)	(7)	(8)
Total Recommended Hardstands	54	47	50	50	52	53
Surplus/(Deficiency) with Hangar Development	(6)	1	(2)	(2)	(4)	(5)
Surplus/(Deficiency) without Hangar Development	(6)	(10)	(14)	(18)	(23)	(27)

Notes:

¹ The existing T-Hangars units are 100% occupied

² Existing number of hardstand positions only include those paved for aircraft parking

2.5.1.1 Aircraft Hangars

Hangar storage at CLW is provided via T-Hangars and conventional hangars. T-Hangars are multi-unit hangar buildings typically utilized for small ADG I aircraft with wingspans less than 49 feet. The size of a T-Hangar building is dependent upon the type and number of units it accommodates. For example, the type of T-Hangar buildings at CLW are in a nested configuration which allows access from both sides of the building, creating a shorter but wider structure. Conventional hangars can accommodate aircraft larger than an ADG I. The size of a conventional

hangar is dependent upon the type and number of aircraft to be stored. Conventional hangar buildings are primarily provided as single-unit structures but can also include multi-unit structures.

The following planning parameters were used for determining hangar requirements:

- The existing 87 T-Hangar and Shade Hangar units are 100 percent occupied
- Storage of based single-engine aircraft is based on the following:
 - 69 percent will be stored in T-Hangars or Shade Hangars
 - 30 percent will be stored at tie-down positions
 - 1 percent will be stored in a conventional hangar
- Storage of based multi-engine aircraft is based on the following:
 - 75 percent will be stored in T-Hangars or Shade Hangars
 - 25 percent will be stored in conventional hangar
- Storage of based helicopters is based on the following:
 - 15 percent will be stored in T-Hangars or Shade Hangars
 - 85 percent will be stored in conventional hangar
- A single conventional hangar can accommodate more than one aircraft in the hangar, including either:
 - 2.5 single-engine or multi-engine aircraft; or
 - 4 helicopters

It is recommended that space is reserved for 15 additional T-Hangar units (number of structures to be determined) and two additional conventional storage hangars based on anticipated demand.

2.5.1.2 Aircraft Parking Apron

Appendix C of the ACRP Guidebook for General Aviation Facility Planning provides a method for determining the number of aircraft tie-down positions utilizing annual transient operations. For the purposes of this analysis, itinerant general aviation operations are considered transient. The ACRP formula for calculating number of parking spaces is:

$$(X/2 * T) / 365 * P = \text{Number of Transient Parking Positions}$$

Where,

X = number of forecast operations (general aviation)

T = percent of operations which are transient (40 percent for CLW)

P = percent of transient aircraft that are parked on the apron at the same time (80 percent for CLW).

Based on existing and forecast operations, the number of parking spaces required is currently 12 and will increase to 15 in 2038. Since CLW only has 7 existing aircraft parking positions available for transient operations, there is an immediate need for 5 additional transient aircraft parking positions and a total of 15 throughout the planning horizon.

2.5.2 Terminal

The ACRP Report 113 provides a method for sizing the GA Terminal building based on peak-hour operations and occupancy. The method's planning factors consist of 2.5 people per peak hour operation, and 100 SF to 150 SF of space per person. For planning purposes, 150 SF per person was used to account for the additional spaces required for flight training activities by Tampa Bay Aviation. However, the actual size will be determined during planning and design of the facility based on the needs of the City and its tenants. **Table 2.6** summarizes the recommended terminal building size based on the aviation activity forecasts.

Table 2.6 GA Terminal Building Size Recommendation

Year	Peak Hour Operations	Persons per Peak Hour Operation	Space Per Person (SF)	Recommended Terminal Size (SF)
2017	27	2.5	150	10,125
2018	27	2.5	150	10,125
2023	29	2.5	150	10,875
2028	30	2.5	150	11,250
2033	32	2.5	150	12,000
2038	33	2.5	150	12,375

Source: ACRP Report 113; AECOM Analysis

2.5.3 Vehicle Parking

The existing terminal building includes 25 vehicle parking spaces. The City indicated the parking spaces are 100 percent occupied during peak periods. ACRP Report 113 (Exhibit 5-48) recommends providing a minimum of 2.5 parking spaces per peak hour operation and 1 space for every 200 SF of office or operations area within the building. For the purposes of this analysis, it was assumed vehicle parking for hangars would occur at the tenant's hangar and are not included in the facility requirements.

As summarized in **Table 2.7** and based on the estimated peak hour operations, there is an immediate need for an additional 49 vehicle parking spaces and 79 additional vehicle parking spaces in 2038 for a total of 104 vehicle parking spaces.

Table 2.7 GA Terminal Vehicle Parking Space Recommendations

Parameters	Existing Conditions	Forecast				
		2018	2023	2028	2033	2038
2.5 spaces per peak-hour operation		67	68	71	75	79
1 space per 200 SF of Office/Operations Area		7	21	22	24	25
Total Recommended Vehicle Parking Spaces	25	74	90	94	99	104
Vehicle Parking Spaces Surplus/ (Deficiency)	-	(49)	(65)	(69)	(74)	(79)

Source: ACRP Report 113; AECOM Analysis

2.6 Support Facilities

Support facilities analyzed in this section include the airport maintenance and fuel storage facilities.

2.6.1 Airport Maintenance

Historically, the Airport shared landscape maintenance duties with an external contractor. The Airport has recently purchased a large tractor for mowing of grass and other airport maintenance purposes in order to eliminate the need for an external contractor. The two 300 SF maintenance sheds adjacent to the existing terminal are not large enough to store the new tractor. Therefore, a new maintenance storage shed is recommended to provide secure shelter for the new tractor.

2.6.2 Fuel Storage

An adequate supply of fuel is necessary to minimize the frequency of fuel deliveries and the potential impacts to aircraft operations. Based on the operational characteristics of CLW and for the purposes of this analysis, it is recommended that the City maintain a fuel storage capacity of 14 days.

Two types of fuel are available at CLW: AvGas (100 low lead) and Jet-A. AvGas is primarily used by GA piston aircraft operators and Jet-A is used by the Air Taxi, Military, and GA turboprop operators. The existing storage capacity at CLW is 12,000 gallons of AvGas and 12,000 gallons of Jet-A.

Fuel sales data for 2016 was obtained from the City for the purposes of this analysis. GA operations typically include several short-term flights such as touch-and-go's or local sightseeing which do not utilize a large amount of fuel and/or flights to nearby airports where fuel may be purchased prior to returning to CLW. Consequently, the average amount of AvGas demand per operation in 2016 is relatively low at approximately 3 gallons per operation.

Jet-A fuel storage requirements were determined utilizing a demand of 43 gallons per Jet-A operation. For the purposes of this analysis, a Jet-A operation includes all Air Taxi and Military operations as well as 1 percent of all GA operations.

As summarized in Table 2.8, the existing fuel storage supply for AvGas and Jet-A is sufficient to provide a 14 day supply throughout the planning horizon.

Table 2.8 Fuel Storage Capacity Recommendations

Item	Existing Conditions	Forecast				
		2018	2021	2026	2031	2036
Average Day Peak Month (ADPM) Operations ¹	181	183	192	202	212	223
ADPM Jet-A Operations	2	2	2	2	2	2
ADPM Jet-A Demand per Operation (gallons/ops) ²	43	43	43	43	43	43
ADPM Jet-A Demand (gallons)	86	87	91	96	100	105
Existing Jet-A Storage Capacity (gallons)	12,000	12,000	12,000	12,000	12,000	12,000
Existing Jet-A Storage Capacity (days) ³	139	138	132	126	120	114
Jet-A Storage Capacity Required (gallons)	1,205	1,217	1,276	1,339	1,404	1,473
Existing Jet-A Storage Capacity Surplus / (Deficit)	10,795	10,783	10,724	10,661	10,596	10,527
ADPM AvGas Operations	179	181	190	200	210	221
ADPM AvGas Demand per Operation (gallons/ops) ²	3	3	3	3	3	3
ADPM AvGas Demand (gallons)	537	542	570	599	630	662
Existing AvGas Storage Capacity (gallons)	12,000	12,000	12,000	12,000	12,000	12,000
Existing Gas Storage Capacity (days) ³	22	22	21	20	19	18
AvGas Storage Capacity Required (gallons)	7,517	7,592	7,980	8,387	8,815	9,265
Existing AvGas Storage Surplus / (Deficit)	4,483	4,408	4,020	3,613	3,185	2,735

¹ Includes all operations types

² Based on 2016 Fuel Sales data

³ A storage capacity of 14 days is recommended

2.7 Land Use

The property boundary of CLW includes a 75-acre site currently occupied by The Landings Golf Club and zoned as Open Space / Recreational by the City of Clearwater. The lease for this site will expire within the planning horizon of this ALP Update and may not be renewed by the City of Clearwater and/or The Landings Golf Club.

Airports are recognizing the opportunity to utilize surplus land for revenue generating purposes such as corporate hangars and/or industrial parks. It is recommended this site is reserved for aeronautical and/or non-aeronautical purposes in the event the lease is not renewed. A public referendum will be required to change the zoning of this parcel from Open Space / Recreational to Commercial / Industrial.

2.8 Summary of Recommendations

Based on the analyses summarized in previous sections, the following facility improvements are recommended:

- Obtain control of unowned parcels with the APRZ and DPRZ to the extent practical
- Maximize operational safety and efficiency of aircraft parking areas through aircraft wingspan restrictions on taxilanes or relocation/reconfiguration of parking positions
- Mitigate non-standard taxiway geometries
- Rehabilitate pavement per FDOT pavement management report
- 5 additional transient parking positions in the near-term and a total of 15 throughout the planning horizon
- 15 additional T-Hangar units
- 2 additional conventional hangars
- Expand the terminal building to roughly 12,500 SF
- Increase the number of vehicle parking spaces from 25 to 104
- Provide a new secured maintenance shed for storage of the recently purchased tractor
- Reserve the 75-acre site currently occupied by The Landings Golf Club for aeronautical / non-aeronautical purposes

Section 3.0

ALTERNATIVES ANALYSIS

3.1 Introduction

The City of Clearwater ("City") is updating the Airport Layout Plan (ALP) and Capital Improvement Program (CIP) for the Clearwater Airpark (CLW or Airpark) based on existing and anticipated demand. The Airpark has experienced increasing demand for use of their facilities over the past few years and has identified an immediate need for additional and/or improved facilities, including aircraft storage and terminal facilities. The purpose of this report is to identify and evaluate development alternatives recommended to accommodate the facility requirements provided in Working Paper #2, which included:

- Obtain control of unowned parcels with the Approach Runway Protection Zone (APRZ) and Departure Runway Protection Zone (DPRZ) to the extent practical
- Mitigate non-standard taxiway configurations
- Rehabilitate pavement per the Florida Department of Transportation (FDOT) pavement management report
- Provide blast pads for both runway ends
- Maximize operational safety of aircraft parking areas through aircraft wingspan restrictions on taxilanes or relocation/reconfiguration of parking positions
- Provide 8 additional transient parking positions and 56 total aircraft parking positions
- 15 additional T-Hangar units
- 2 additional conventional hangars
- Expand the terminal building to roughly 12,500 Square Feet (SF)
- Increase the number of vehicle parking spaces from 25 to 104
- Provide a new secured maintenance shed for storage of the recently purchased tractor
- Provide a new Airport Rotating Beacon
- Reserve the 75-acre site currently occupied by The Landings Golf Club for aeronautical / non-aeronautical purposes

3.2 Evaluation Criteria

The FAA recommends a standard set of criteria to evaluate development alternatives according to an airport's unique situation. The evaluation process should feature "generally accepted planning principles, be replicable, consistently applied, and well documented."¹ Similarly, the Florida Department of Transportation (FDOT) 2016 Guidebook for Airport Master Planning states "a set list of selection criteria or influencing factors should be identified to help evaluate and select the recommended plan." Accordingly, a set of evaluation criteria were established for use in the alternatives analysis. The criteria are strategic, qualitative, and quantitative to ensure that the evaluation process remained at a master planning level of detail.

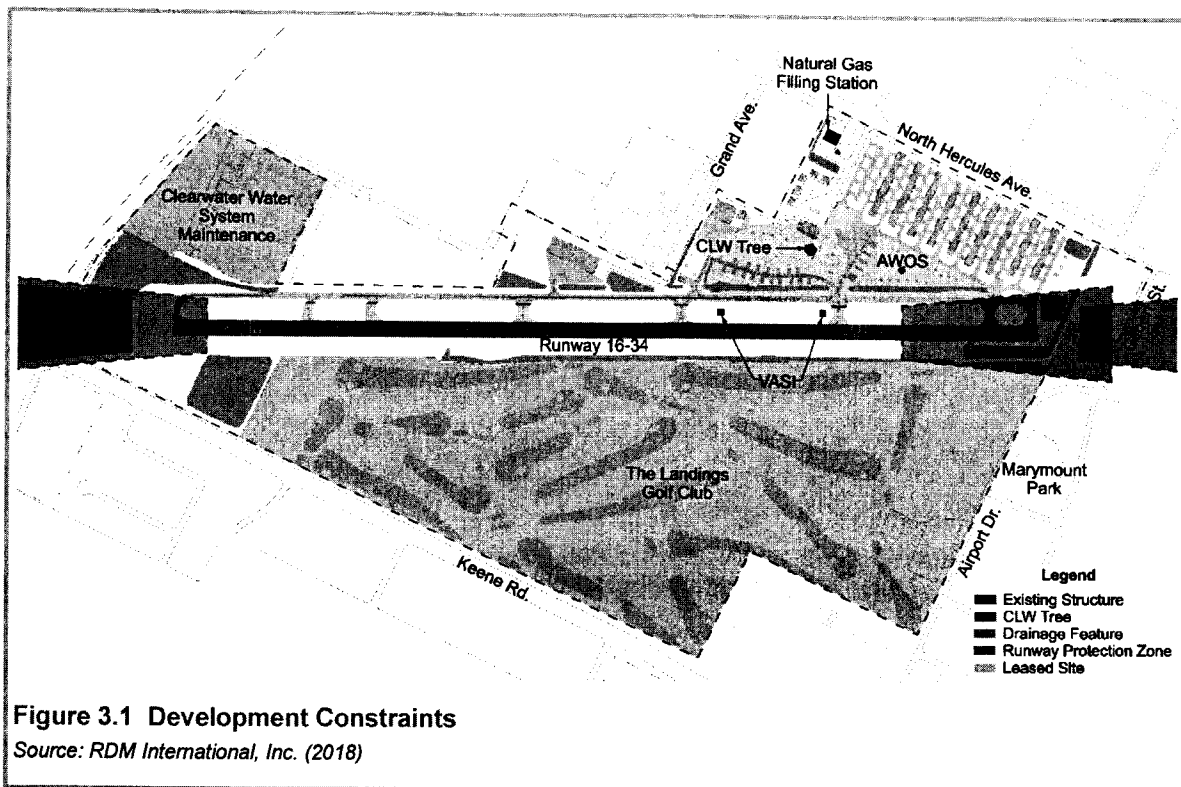
The selected criteria include the following:

1. **Achievement of the Objective:** This is primarily based on achieving the specific need identified in the Facility Requirements. Alternatives are assessed and ranked based on the degree to which it satisfies the objective.
2. **Airport Design Standards:** The proposed development should satisfy all applicable airport design standards and maintain or improve the safety and efficiency of the Airpark.
3. **Flexibility:** The alternative should support a reasonable level of flexibility to accommodate changes in demand, including the ability to be expanded in the future.
4. **Collateral Impacts:** This evaluates the extent to which an alternative requires changes or improvements to existing Airpark facilities which otherwise would not require changes or improvements. For example, mitigation of existing stormwater drainage features due to a proposed structure.

3.3 Development Constraints

Certain features or operational factors of the Airpark represent constraints to development due to the costs associated with impacts, political and/or socioeconomic factors, and/or operational safety. Within the existing property boundary of CLW, these constraints include existing infrastructure and environmental features as depicted in **Figure 3.1**.

¹ FAA Advisory Circular 150/5070-6B, *Airport Master Plans*, paragraph 904



3.3.1 Infrastructure Constraints

Existing infrastructure constraints at CLW include:

- Clearwater Gas System Natural Gas Filling Station located at the entrance of the Airpark on North Hercules Avenue
- Existing Automated Weather Observation System (AWOS) located within the aircraft hardstand parking area adjacent to the T-Hangars
- Existing Visual Approach Slope Indicator (VASI) system components at the Runway 34 end
- The City of Clearwater Water System Maintenance complex at the north end of the Airpark
- The Landings Golf Club west of the airfield (while this land may be available for development at some time in the future, no development was proposed on this site for this planning period)

3.3.2 Environmental Constraints

The primary environmental constraints at CLW include existing drainage features. While these drainage features can be mitigated to accommodate new development, there are typically high costs associated with mitigation requirements.

Additionally, an existing 100 plus year-old tree located just outside the existing terminal was also considered a development constraint as it is a widely recognized and valued feature of the Airpark.

3.3.3 Operational Constraints

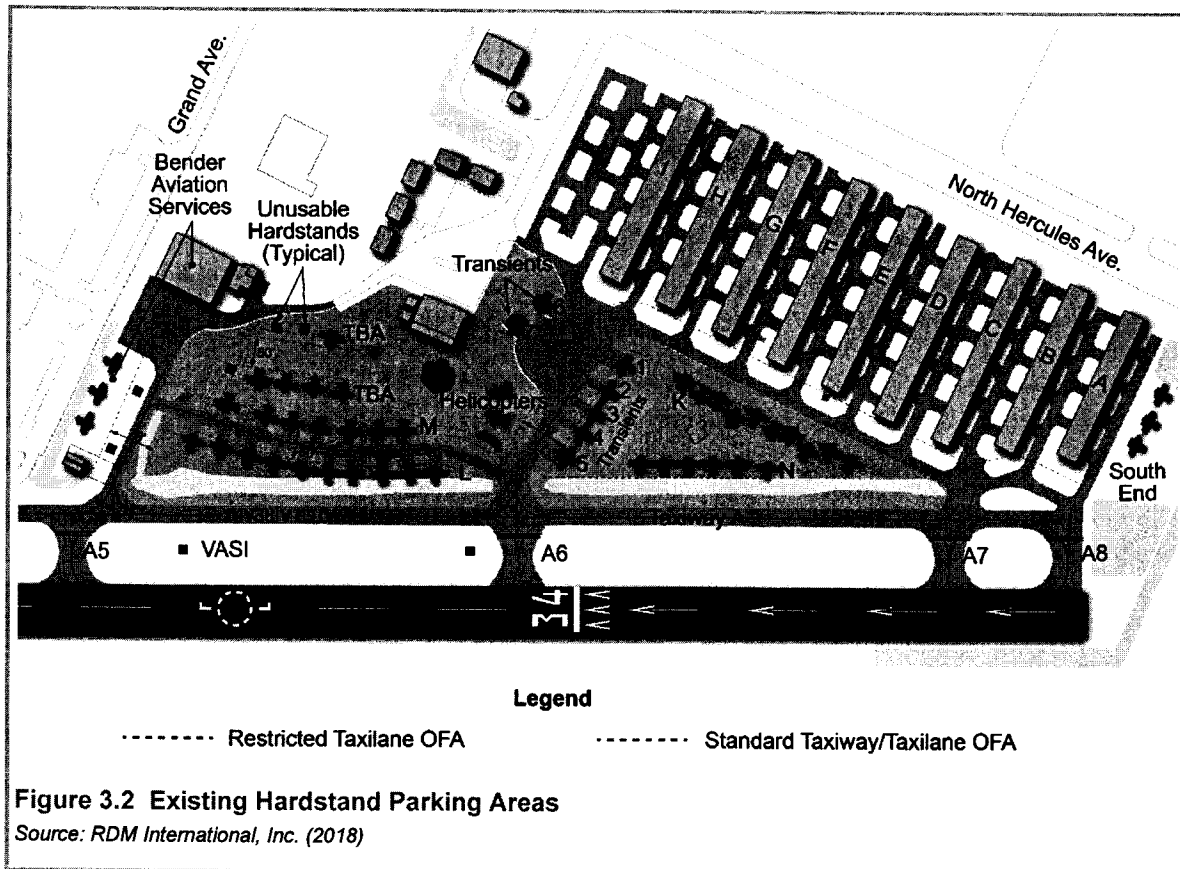
Operational constraints, other than those associated with aircraft movement safety areas such as the taxiway object free area, include the Runway Protection Zones (RPZs). Based on current FAA design guidelines, no development is proposed inside the RPZs.

3.4 Development Alternatives

This section evaluates several alternatives to address the capacity, efficiency, and safety requirements previously summarized. However, some improvements were not subject to an alternatives analysis if they were recommended to satisfy FAA design standards or restricted by the development constraints summarized in the previous section, including:

- Blast pads at both runway ends
- Mitigation of direct access from the aircraft hardstand parking area to the runway
- Aircraft hardstand parking reconfiguration

Key elements of the existing hardstand parking area are illustrated in **Figure 3.2**.

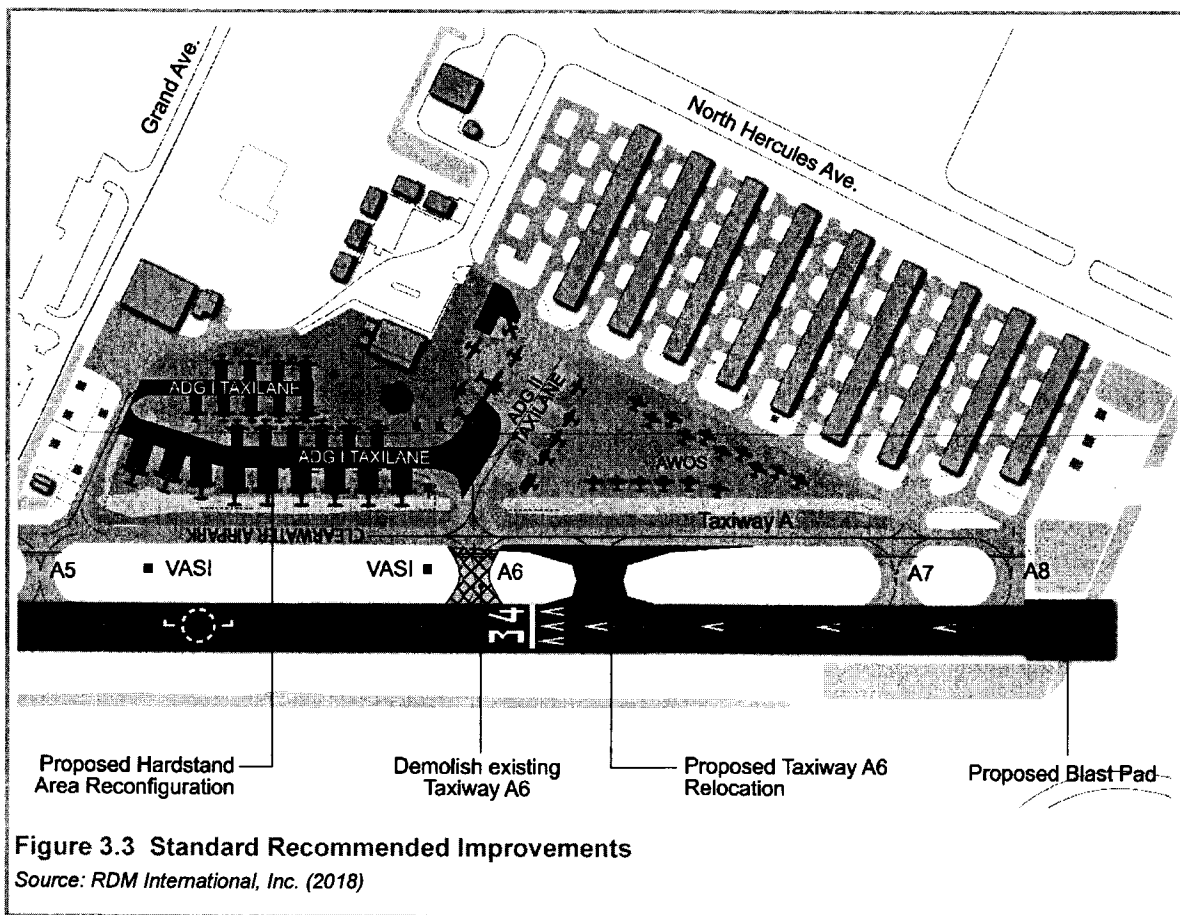


The existing taxilane from the transient hardstand positions allows for direct access to the runway via Taxiway A6. To mitigate this condition, relocation of the taxiway connector between Taxiway A and Runway 16-34 is recommended. The existing VASI system restricts relocation of this connector to the south. Therefore, it is proposed that the existing connector is removed, and a new connector is constructed south of the existing connector as illustrated in **Figure 3.3**.

Reconfiguration of the hardstand parking Rows K and N (16 positions), as well as transient parking positions 1-5, is restricted by the existing AWOS and drainage ditch parallel to Taxiway A. Therefore, it is recommended the existing condition is maintained due to cost associated with mitigating these restrictions.

Similarly, the reconfiguration of existing hardstand parking Rows M and L as well as the Tampa Bay Aviation positions are restricted by the existing tree outside the terminal and a drainage ditch parallel to Taxiway A. However, reconfiguration of this area is recommended to maximize the number of aircraft hardstand positions and operational safety. As illustrated in **Figure 3.3**, reconfiguration of this area includes realignment and expansion of the hardstand parking rows, relocation of helicopter pads, and new transient parking hardstand pads. The taxilane accessing transient parking positions will provide ADG II aircraft access which requires an expansion of the transient hardstand pads 2-5 to maintain adequate wingtip clearance. A total of 56 aircraft hardstand parking positions is provided.

Three new hardstand parking positions east of the existing fuel farm are also proposed for use by Bender Aviation. These will replace the two existing unusable positions that are currently within the taxilane object free area. These positions are used exclusively by Bender Aviation and are not included in the total number of aircraft parking positions available for based or transient aircraft.



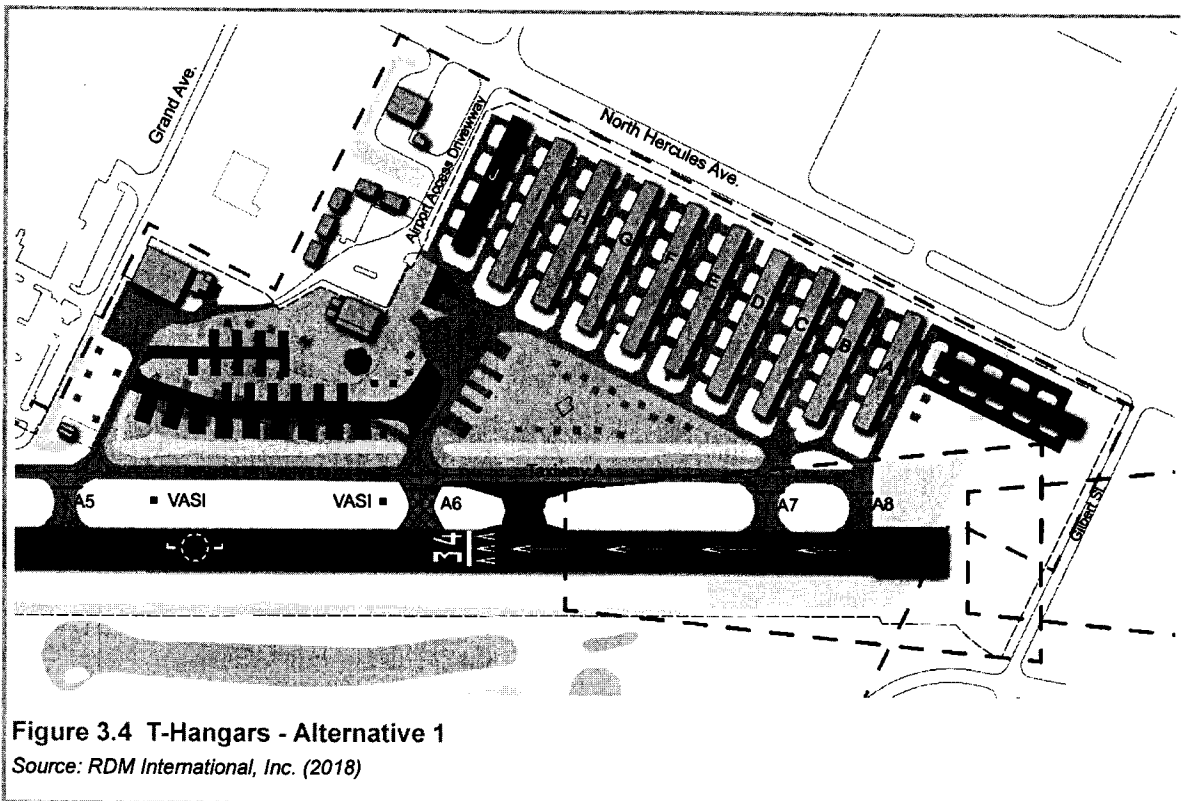
3.4.1 T-Hangars

The anticipated demand within the planning horizon indicates an additional 15 T-Hangar units can be supported at the Airpark. Each T-Hangar structure can accommodate multiple units. For the purposes of this analysis, two T-Hangar structures are proposed to accommodate the recommended 15 additional units.

3.4.1.1 Alternative 1

The first alternative (**Figure 3.4**) includes the construction of a new structure on existing Row J, currently an uncovered aircraft parking area accommodating 9 positions. Utilizing existing Row J eliminates the need to construct new pavement for access to each unit. However, it is recommended this includes the realignment of the airport security fence to maximize aircraft wingtip clearance on the north side of the structure.

A new 10-unit structure is also proposed south of existing T-Hangar A and parallel to North Hercules Boulevard. This option eliminates 2 existing hardstand positions and requires mitigation of impacts to an existing retention pond, drainage canal, and potentially a berm inside airport property along Gilbert Street.



3.4.1.2 Alternative 2

The second alternative (**Figure 3.5**) also includes the construction of a new T-Hangar on existing Row J as in Alternative 1 and a new T-Hangar south of existing T-Hangar A. However, the new T-Hangar south of existing T-Hangar A is aligned to eliminate the need to mitigate the existing retention pond and minimize impacts to the existing drainage canal while also avoiding impacts to the Runway 34 Protection Zones and airspace.

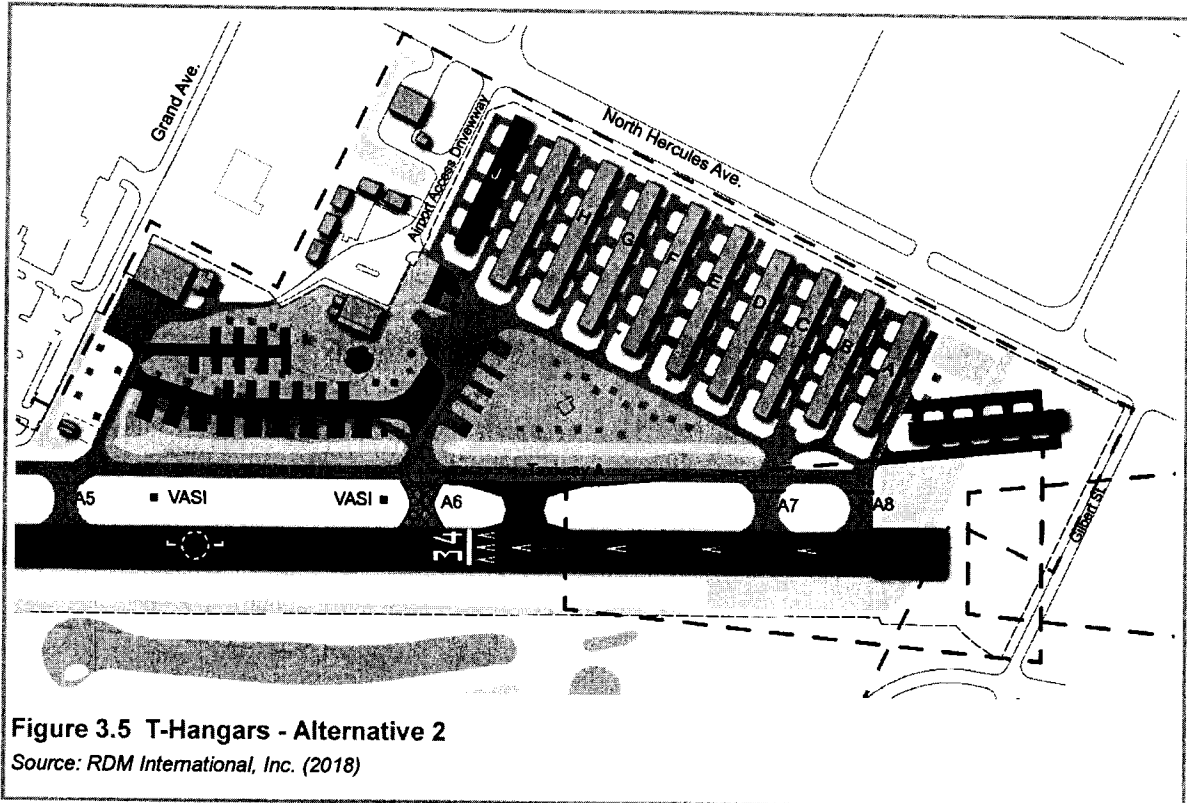


Figure 3.5 T-Hangars - Alternative 2

Source: RDM International, Inc. (2018)

3.4.1.3 T-Hangar Alternatives Evaluation

Table 3.1 summarizes and compares the alternatives according to the evaluation criteria previously identified in this chapter. Based on the evaluation, Alternative 1 is the recommended alternative.

Table 3.1 T-Hangar Alternatives Evaluation

Criteria	Alternative	
	1	2
Achievement of the Objective	Yes	Yes
Airport Design Standards	Partial	Partial
Flexibility	Yes	No
Collateral Impacts	Poor	Fair

Source: RDM International, Inc.

Achievement of the Objective

The primary objective is to provide 15 additional T-Hangar units. Both alternatives can provide approximately 19 units.

Airport Design Standards

The construction of a new covered structure on Row J utilizes the existing pavement which does not in each alternative adheres to FAA design standards.

Flexibility

The new structure proposed south of existing T-Hangar A in Alternative 1 can accommodate an expansion of the structure as well as additional hardstand pads without resulting in additional impacts. However, the structure proposed in Alternative 2 cannot accommodate an expansion while maintaining adequate clearance from existing infrastructure.

Collateral Impacts

Each alternative requires mitigation of existing stormwater drainage features. However, Alternative 2 minimizes the impacts and the associated costs.

3.4.2 Conventional Hangars

The anticipated demand within the planning horizon indicates an additional 2 Conventional Hangar units can be supported at the Airpark. The existing Tampa Bay Aviation conventional hangars are approximately 10,000 SF. A 10,000 SF hangar can accommodate approximately 98% of aircraft categorized as ADG I or II². Therefore, a 10,000 SF hangar is recommended to maximize flexibility for the number and type of aircraft that can be stored in the hangar. Three potential locations were identified for development of additional hangars, as illustrated in Figure 3.6.

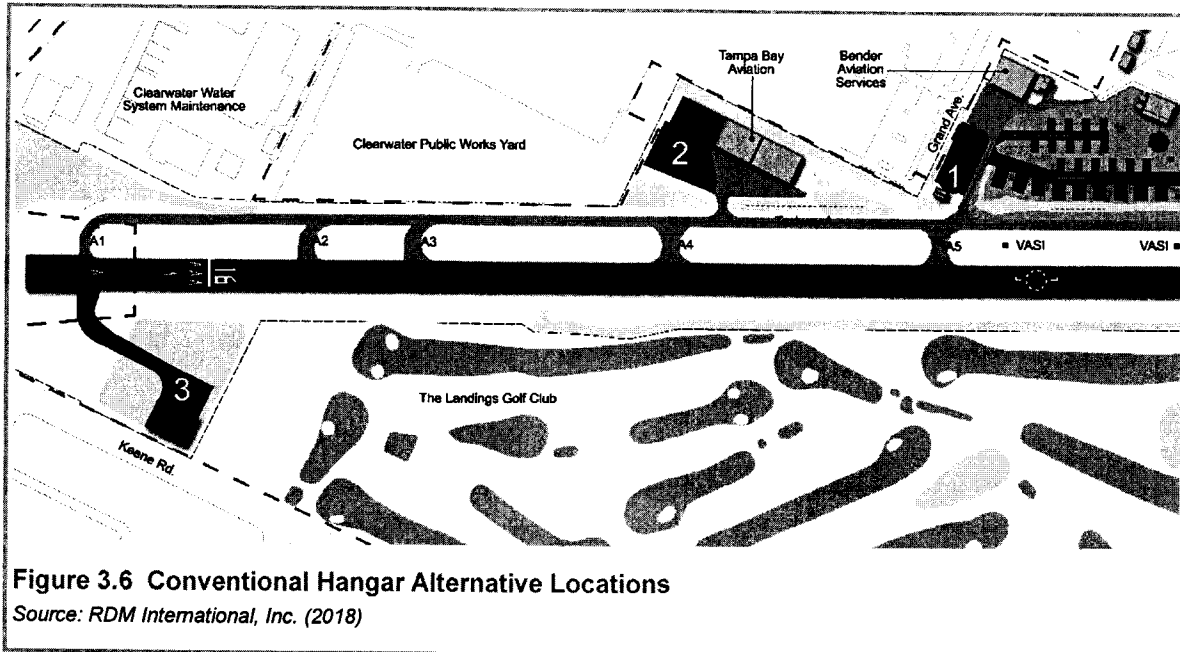


Figure 3.6 Conventional Hangar Alternative Locations

Source: RDM International, Inc. (2018)

3.4.2.1 Alternative 1

The first potential location for a new conventional hangar is south of the existing Bender Aviation Services hangar and north of the existing fuel tanks. This location can accommodate a conventional hangar outside of the taxilane object free area, but the aircraft parking area must be located south of the proposed hangar structure. Additionally, the size of the hangar structure is limited to approximately 6,000 Square Feet (SF) hangar and the aircraft parking apron is restricted to approximately 1,200 Square Yards (SY) due to existing infrastructure. Three existing hardstand pads utilized by Bender Aviation Services are eliminated in this alternative.

3.4.2.2 Alternative 2

The second potential location utilizes a vacant site adjacent to the existing Tampa Bay Aviation hangars. The site can accommodate a 10,000 SF hangar (same as the existing hangars) and an 1,800 SY expansion of the existing aircraft parking apron (the existing apron is approximately 2,300 SY).

3.4.2.3 Alternative 3

The third potential location is along Keene Road on the west side of Runway 16, north of the existing fence line of The Landings Golf Club. Similar to Alternative 2, this site can also accommodate a 10,000 SF hangar and 1,800 SY aircraft parking apron. The site provides easy

² Airport Cooperative Research Program (ACRP) Report 113, Guidebook on General Aviation Facility Planning

access from Keene Road and flexibility to construct additional hangars and aircraft parking apron in the future if needed. However, this site requires a new taxiway for access to Runway 16-34 and Taxiway A as well as mitigation of an existing retention pond.

3.4.2.4 Conventional Hangar Alternatives Evaluation

Table 3.2 summarizes and compares the alternatives according to the evaluation criteria previously identified in this chapter. Based on the evaluation, Alternative 2 and Alternative 3 are the recommended alternatives for the recommended 2 future hangars.

Table 3.2 Conventional Hangar Alternatives Evaluation

Criteria	Alternative		
	1	2	3
Achievement of the Objective	Partial	Yes	Yes
Airport Design Standards	Yes	Yes	Yes
Flexibility	No	No	Yes
Collateral Impacts	Fair	Good	Very Poor

Source: RDM International, Inc.

Achievement of the Objective

Alternative 2 and Alternative 3 each can accommodate a 10,000 SF hangar. Since the size of the hangar in Alternative 1 is restricted, it is considered to only partially achieve the objective.

Airport Design Standards

Each of the proposed locations can accommodate a new hangar and aircraft parking area without impacting safety areas.

Flexibility

Alternative 3 is the only location that can accommodate future expansion. Alternative 1 is restricted by the existing taxilane, Bender Aviation Services facility, the fuel farm, and Grand Avenue. Alternative 2 is restricted by Taxiway A, an existing drainage ditch, and other existing off-airport infrastructure.

Collateral Impacts

Alternative 1 and Alternative 2 can be constructed without significant mitigation of existing drainage features. However, Alternative 3 is located within an existing retention pond constructed for runoff from Keene Road when it was widened in the mid-2000s and will require extensive mitigation. Furthermore, the Alternative 3 site is within a parcel zoned as Open Space / Recreational and would require a significant rezoning effort before it can be implemented.

3.4.3 Terminal

A larger terminal building, maintenance shed, and vehicle parking area is recommended. Due to existing constraints and recommended developments summarized in the preceding sections, it is recommended the existing terminal site is utilized for a future terminal building and automobile parking area. Two alternatives were identified and evaluated for the future terminal.

Figure 3.7 illustrates the existing terminal and proposed aircraft parking area for reference. There are 5 existing trailers (each approximately 1,000 SF) used by the Civil Air Patrol (CAP), a vehicle parking lot with 25 spaces, and a 3,800 SF terminal structure.

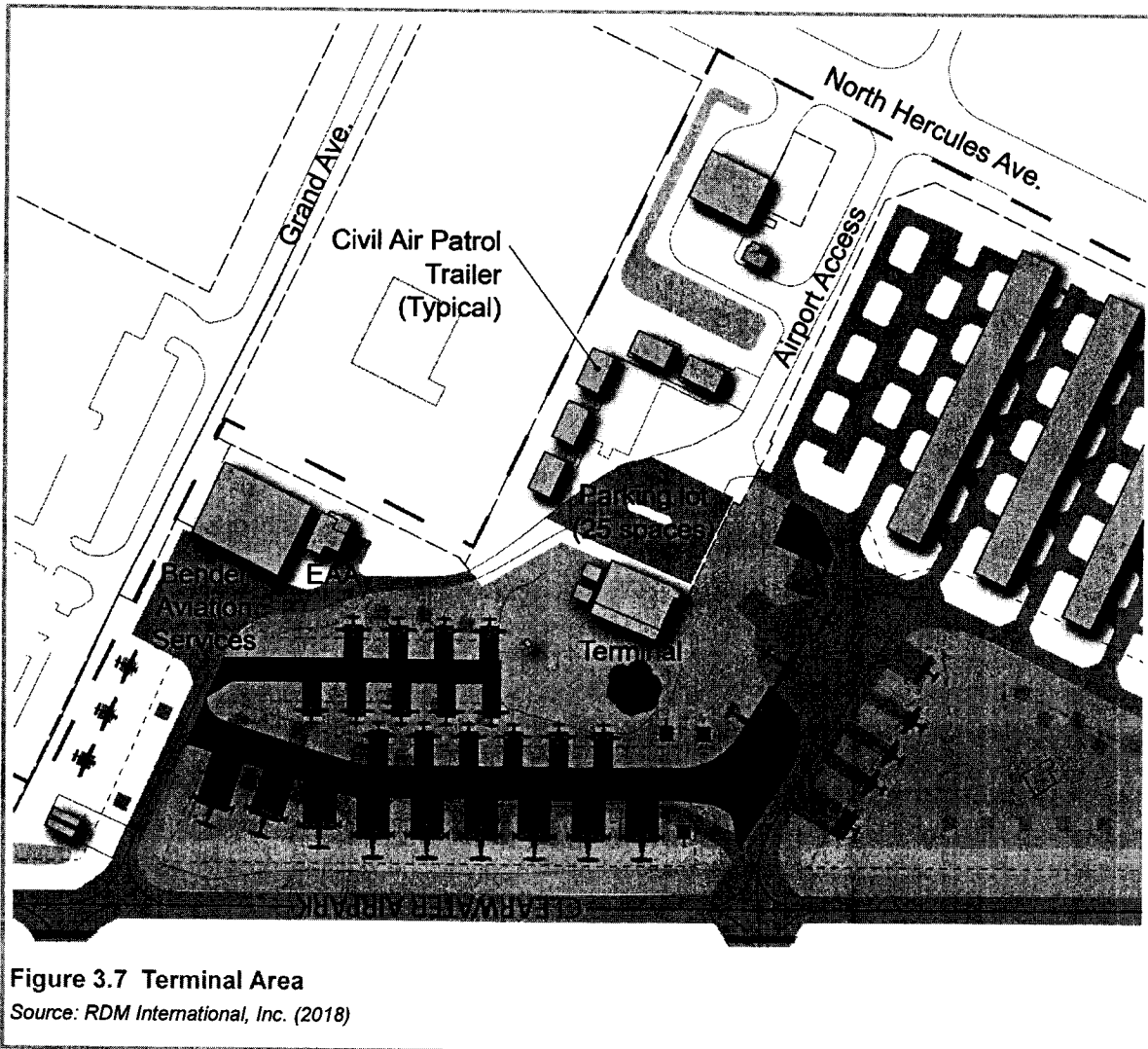


Figure 3.7 Terminal Area

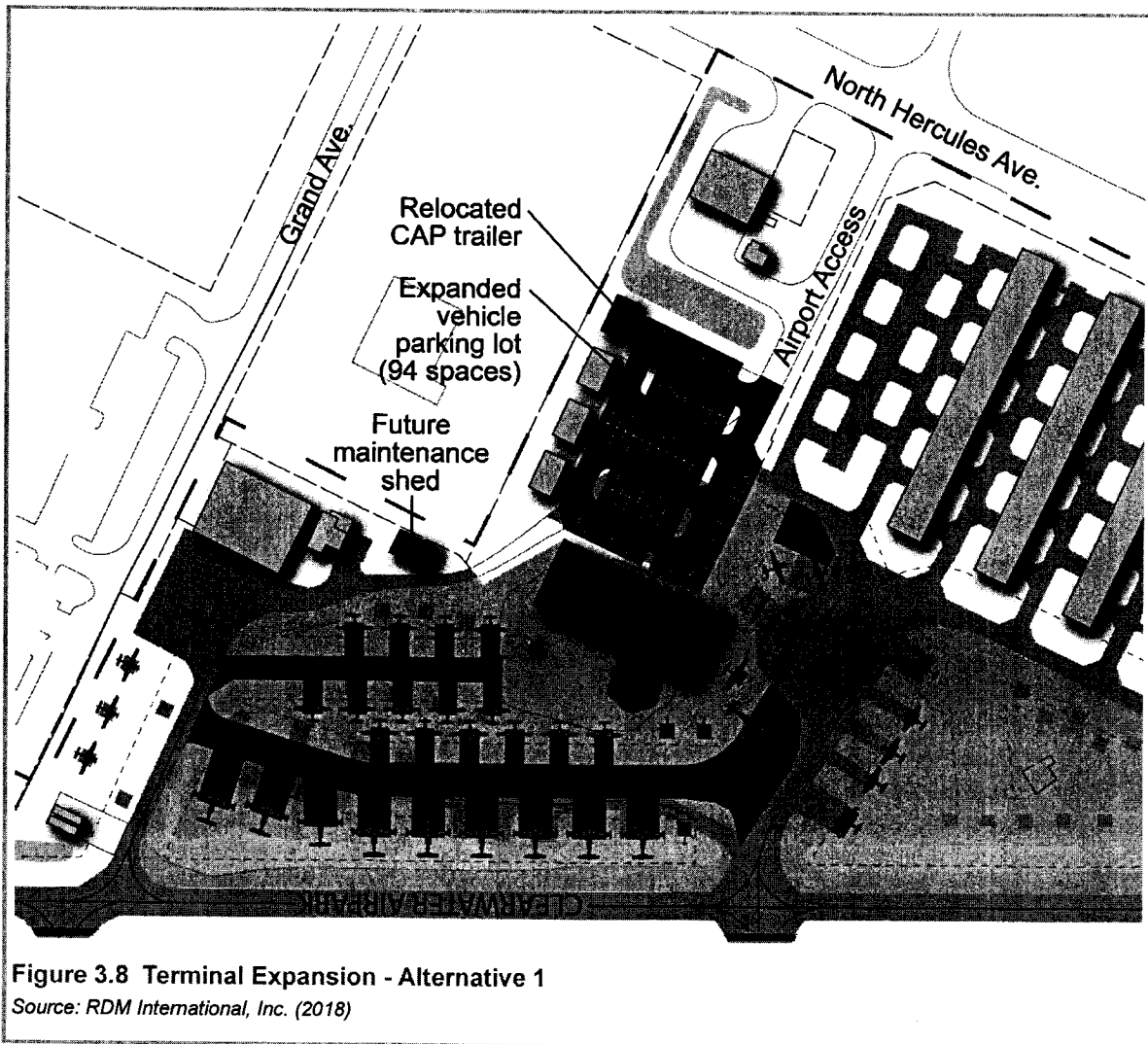
Source: RDM International, Inc. (2018)

3.4.3.1 Alternative 1

The first alternative (**Figure 3.8**) expands the terminal in its existing location and maintains 3 of the existing 5 CAP trailers. To accommodate an expansion of the vehicle parking lot, one of the remaining CAP trailers will be relocated and the other removed. The proposed 12,500 SF single-story terminal structure is sized based on anticipated demand in 2038. A second-story may be necessary to accommodate other features such as a restaurant and/or conference room. Additionally, a temporary building will be required during construction of the proposed terminal.

The proposed expansion of the existing vehicle parking lot is restricted by the CAP trailers and an existing drainage ditch. Therefore, the expansion can only accommodate 94 parking spaces, 11 short of the 105 spaces recommended based on anticipated demand.

A new maintenance shed is proposed adjacent to the EAA facility.



3.4.3.2 Alternative 2A

Alternative 2A proposes a 14,500 SF single-story terminal structure and removes all the existing CAP trailers to maximize the number of vehicle parking spaces (105 in this alternative). It is anticipated that CAP activities will be accommodated in the future terminal. It is also intended that the terminal will be constructed in phases to eliminate impacts to airport operations.

A new maintenance shed is proposed adjacent to the future terminal.

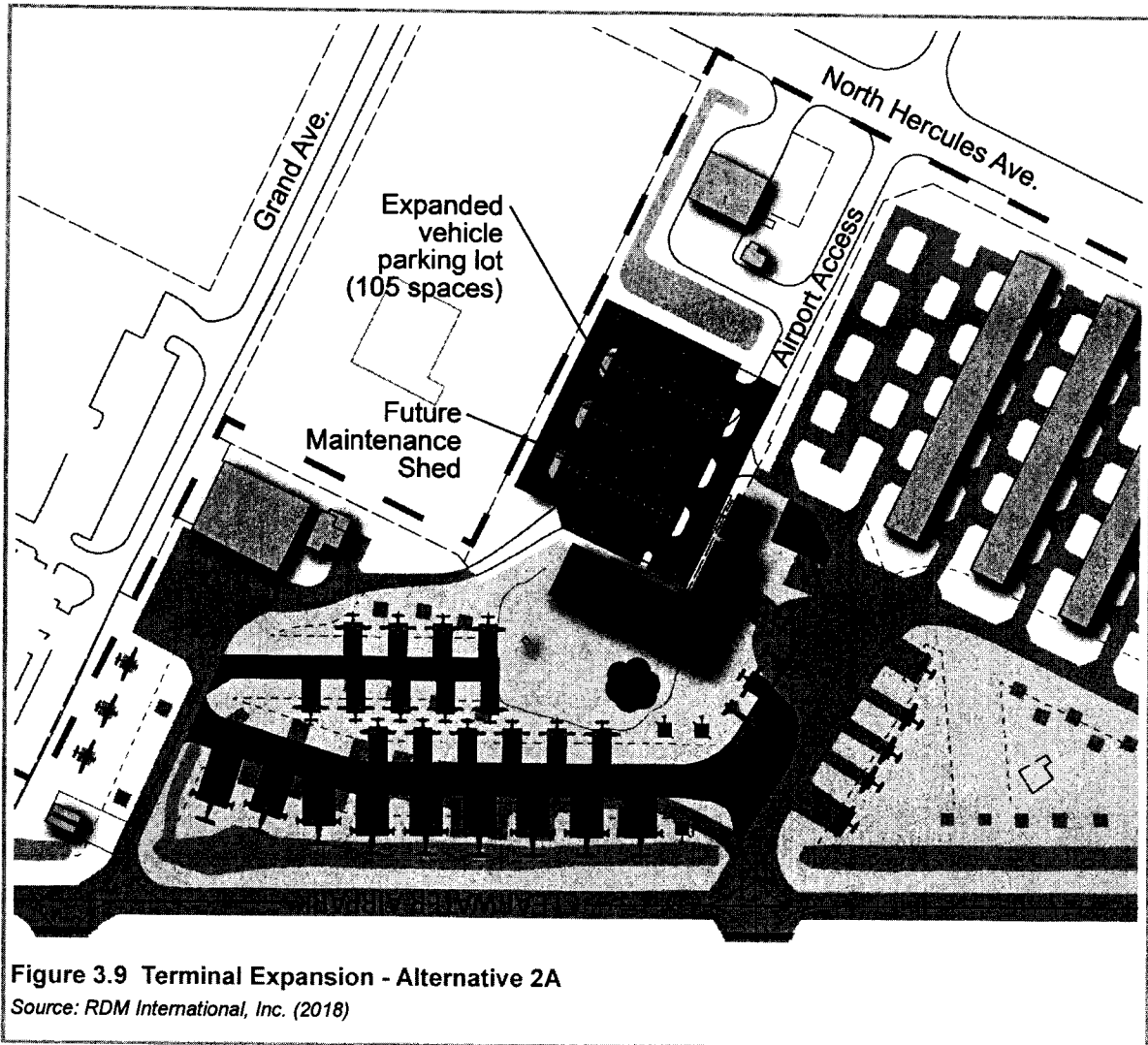


Figure 3.9 Terminal Expansion - Alternative 2A

Source: RDM International, Inc. (2018)

3.4.3.3 Alternative 2B

Alternative 2B is similar to Alternative 2A in that the existing CAP trailers are removed to maximize the number of vehicle parking spaces (also 105 in this alternative). However, this alternative proposes a two-story structure to minimize the footprint of the terminal. As the proposed terminal is 10,500 SF, only a partial second floor is required to accommodate anticipated demand. Similar to Alternative 2A, it is also intended that the terminal will be constructed in phases to eliminate impacts to airport operations.

A new maintenance shed is proposed adjacent to the future terminal.

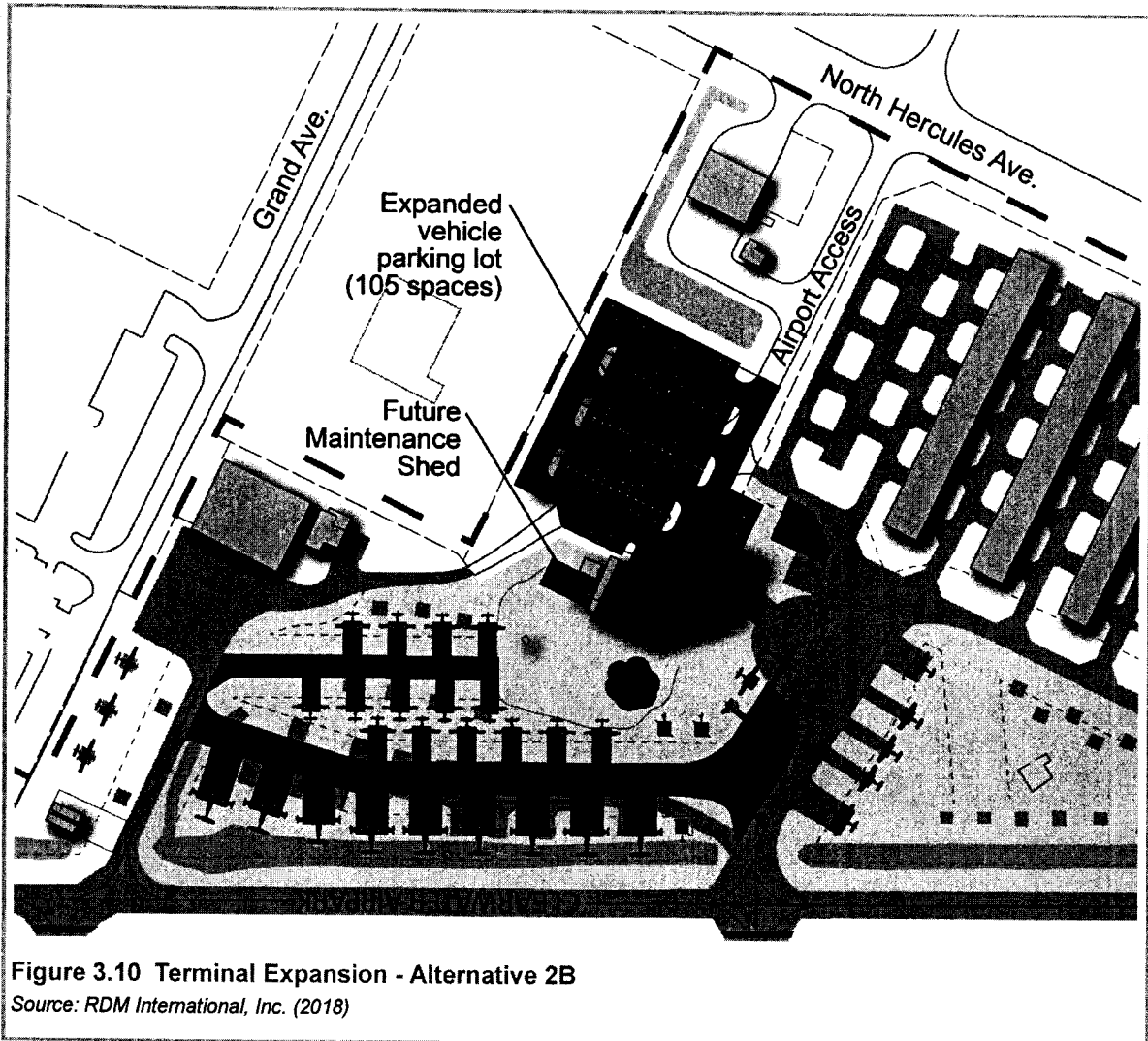


Figure 3.10 Terminal Expansion - Alternative 2B

Source: RDM International, Inc. (2018)

3.4.3.5 Terminal Alternatives Evaluation

Table 3.3 summarizes and compares the alternatives according to the evaluation criteria previously identified in this chapter. Based on the evaluation, Alternative 2A is the recommended alternative for the future terminal structure.

Table 3.3 Terminal Alternatives Evaluation

Criteria	Alternative		
	1	2A	2B
Achievement of the Objective	Partial	Yes	Yes
Airport Design Standards	Yes	Yes	Yes
Flexibility	Partial	Partial	Partial
Collateral Impacts	Good	Fair	Fair

Source: RDM International, Inc.

Achievement of the Objective

Alternative 1 only partially achieves the objective since it does not provide the recommended number of vehicle parking spaces. Alternatives 2 and 3 can accommodate all recommended improvements.

Airport Design Standards

None of the alternatives include non-standard conditions.

Flexibility

Each of the alternatives provides partial flexibility as the terminal building can be expanded by adding and/or expanding a second level; however, the proposed vehicle parking areas cannot accommodate an expansion.

Collateral Impacts

Alternative 1 maintains most of the existing CAP trailers while the other two alternatives remove all of them. It is intended CAP functions can be accommodated in the new terminal building but this

3.4.4 Navigational Aids

The Clearwater Airpark provide Medium Intensity Runway Lights (MIRL). Per FAA Advisory Circular 150/5300-13A (*Change 1*), *Airport Design*, airport rotating beacons are required for any airport with runway edge lights. Accordingly, a rotating beacon is recommended for the Airpark.

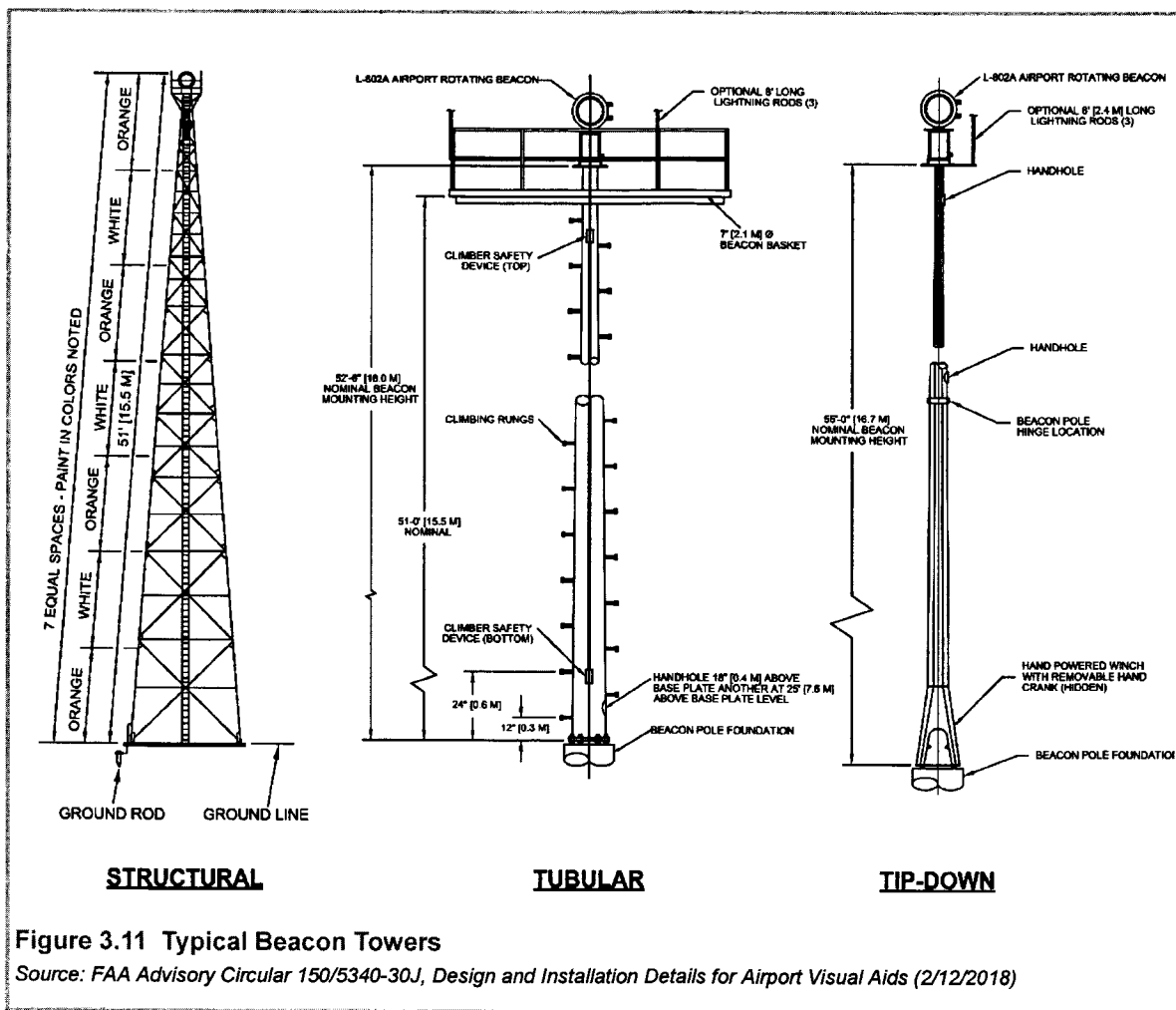
The main purpose of the beacon is to indicate the location of a lighted airport. Siting and installation of a rotating beacon is based on the following guidelines:

- Located within 5,000 feet of a runway
- Mount all airport rotating beacons higher than any surrounding obstructions so that the bottom edge of the beacon's light beam, when adjusted correctly, will clear all obstructions
 - Mounted high enough above the surface so that the beam sweep, aimed 2 degrees or more above the horizon, is not blocked by any natural or manmade object

- May be mounted on the roof of hangars or other buildings or on wooden power pole towers and metal towers

Three different beacon tower structures are available. These include the Structural Steel Towers, Tubular Steel Towers, and Tip-Down Pole Towers.

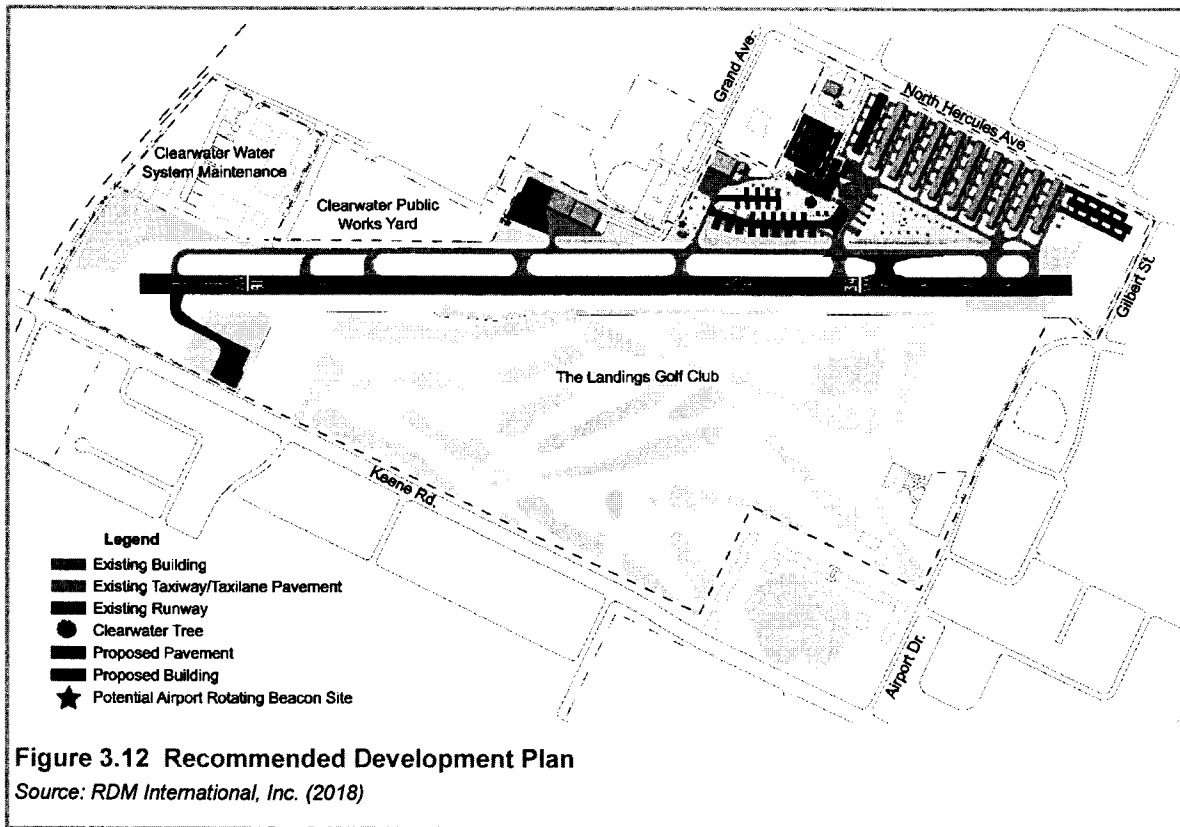
Structural Steel Towers are available in heights of 51, 62, 75, 91, 108, 129, and 152 feet. Tubular Steel Towers consist of different lengths of low alloy, high strength tubular steel sections welded together to obtain a basic tower height of 51 feet. Tip-Down Pole Towers consist of a two-section octagonal tapered structure with a counterweight and hinge that allow the top section to be easily raised and lowered by one person using an internal hand-operated winch for maintenance. These towers are typically available at lengths up to 55 feet. **Figure 3.11** illustrates these three tower types.



Three potential locations for the new beacon are identified for future evaluation. These sites are illustrated in **Figure 3.12** as part of the following section and are adjacent to the proposed terminal, the fuel farm, and the proposed conventional hangar at the existing Tampa Bay Aviation hangars site.

3.4.5 Recommended Development Plan

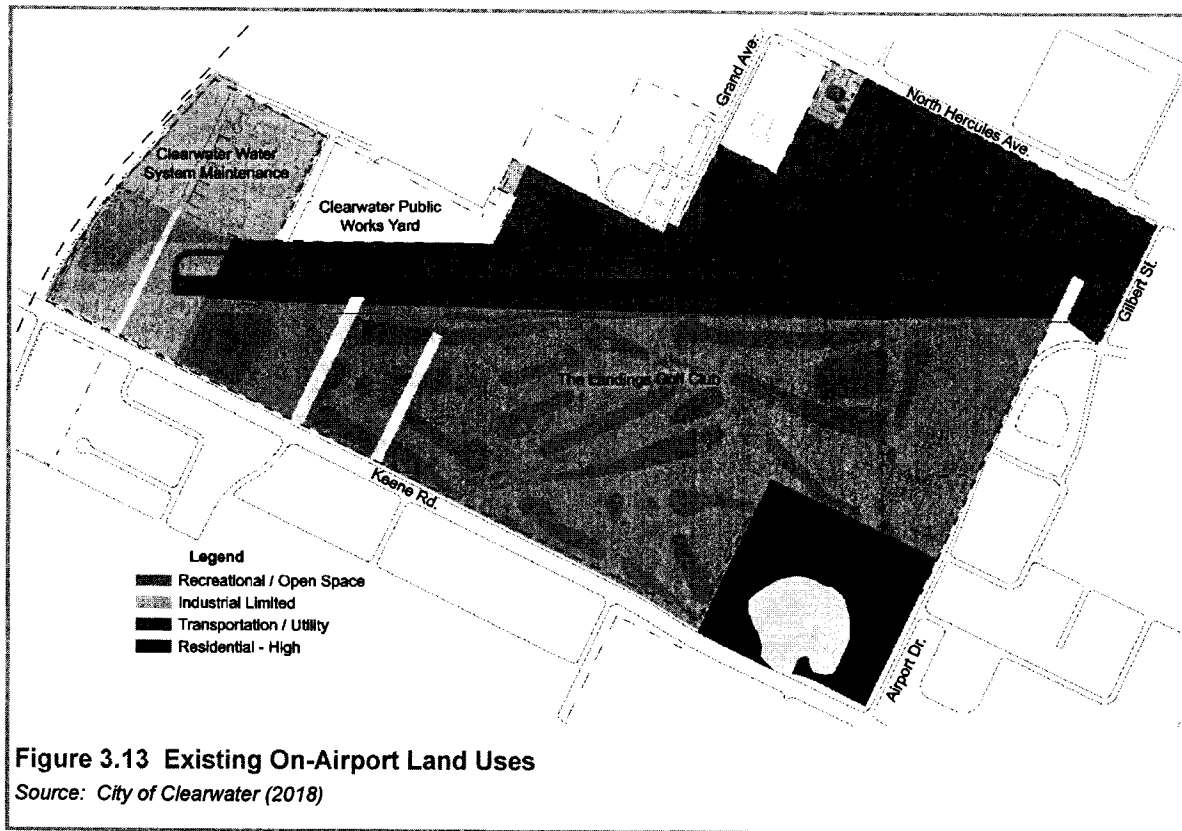
Figure 3.12 illustrates the recommended development plan based on the analyses summarized in this chapter.



3.4.6 Land Use

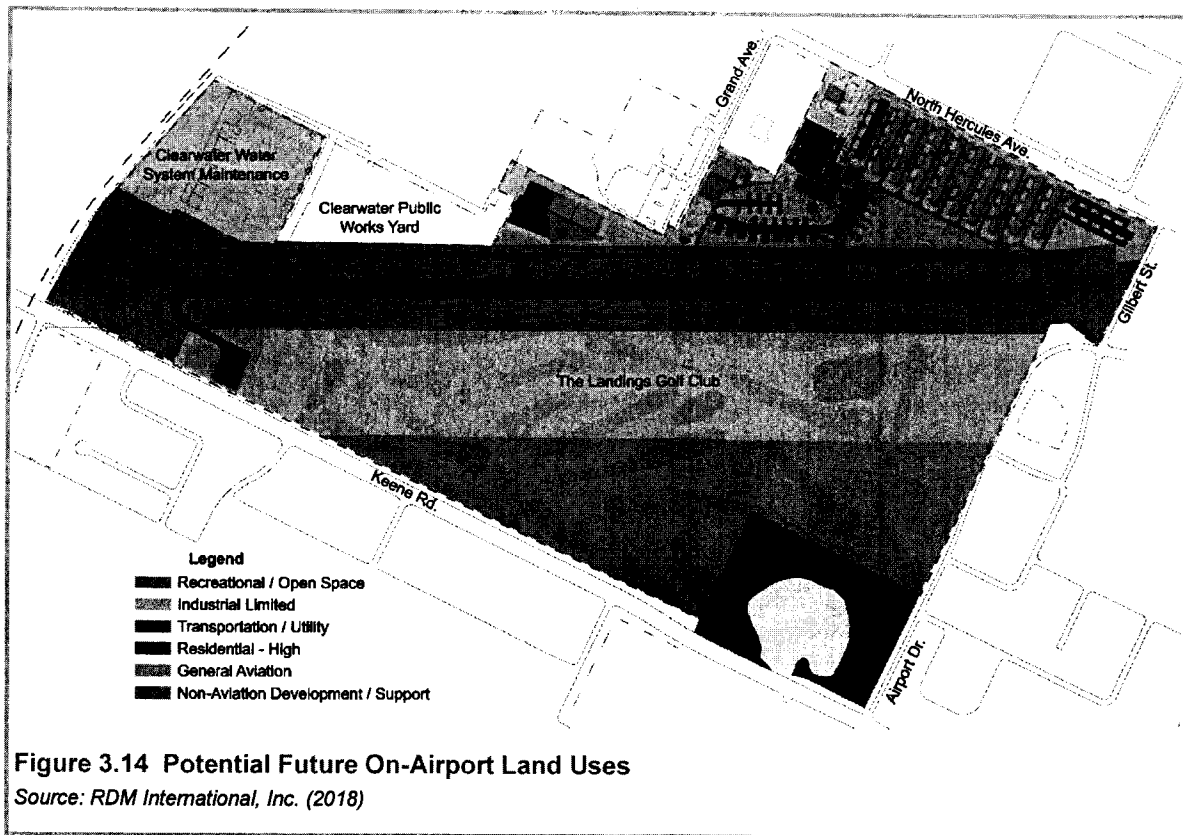
On-airport and off-airport land uses are a key consideration for airports. Protecting the airspace on parcels outside of airport property maximizes the operational safety of aircraft as well as people and property on the ground. Establishing land uses on airport property allows the airport to allocate limited resources for specific functions and maximize the long-term benefit and financial sustainability of the airport, whether aviation related functions or non-aviation development.

The existing on-airport land uses as defined by the City of Clearwater are illustrated in **Figure 3.13**.



The majority of Airpark property is designated as Transportation / Utility while The Landings Golf Club (over 300 acres) is designated as Recreational / Open Space. The parcel occupied by the City of Clearwater Water System Maintenance is classified as Industrial Limited as is the parcel north of the Runway 16 end.

For the purposes of this analysis, and in the event The Landings Golf Club ceases operations, potential land uses are identified, for discussion purposes only, in **Figure 3.14**.



Areas supporting general aviation activities such as hangar storage and terminal areas are classified as General Aviation. The runway and taxiways, including safety areas and protection zones, maintain the Transportation / Utility classification. However, an area on the west side of the runway is preserved for a potential future parallel taxiway.

The existing Landings Golf Club site is split into 3 parcels. West of the runway is a large parcel allocated for future General Aviation purposes, including hangar storage and other general aviation related functions.

Another parcel east of the existing residential area at the intersection of Keene Road and Airport Drive is maintained as Recreational / Open Space.

A parcel immediately adjacent to Keene Road is classified as non-aviation development. While this could include commercial development to maximize airport revenues, one of the goals and objectives of the City of Clearwater's Land Use policy is to maintain the residential character of the Keene Road corridor by limiting commercial development. Therefore, this parcel may be best utilized for residential development.

These potential land use reclassifications are for discussion purposes only. A change to existing zoning classifications requires a review and approval process that includes public hearings. Any changes to the existing land use and zoning classifications on airport property should adhere to the processes defined by the City of Clearwater.

Section 4.0

FACILITIES IMPLEMENTATION PLAN

4.1 Introduction

The purpose of the Facilities Implementation Plan is to prepare a Capital Improvement Plan (CIP) that converts the preferred development plan identified in the Alternatives Analysis (Working Paper #3) into a series of potential projects. Projects recommended for the CIP were identified based on numerous factors including safety, adherence to Federal Aviation Administration (FAA) design standards, capacity requirements, and the priorities of the Airport. The scheduled implementation of the projects as projected is based and dependent on many factors including the availability of required funding and environmental or other required approvals.

4.2 Project List and Descriptions

A draft project list was developed from the proposed development plan. The draft project list was then reviewed with the City of Clearwater staff and refined to a final project list. The project list is organized by major airport components (i.e., Airfield, Terminal, General Aviation, and Support). This ordering was used to organize project descriptions, which are presented in the following paragraphs, and the cost estimates which are described later in this Working Paper.

4.2.1 Airfield Projects

Airfield projects are those that are within the aircraft movement area (runways, taxiways, and approach/departure operational areas). The proposed development plan includes five (5) future airfield projects intended to enhance the safety of airport operations.

4.2.1.1 Relocate Taxiway A6

This project consists of constructing a new Taxiway A6 and demolishing the existing taxiway pavement. The purpose of this project is to improve the operational safety of the airfield by eliminating direct access from the aircraft parking area to the runway. The proposed taxiway is to be constructed based on FAA design standards for the Critical Aircraft identified in Working Paper #1, Aviation Activity Forecasts. The new taxiway is located south of the existing Taxiway A6 due to the navigational aids located to the north of the existing taxiway.

4.2.1.2 Construct Blast Pads

This project consists of new blast pads for each runway end. The purpose of this project is to provide blast erosion protection beyond runway ends during jet aircraft operations that occasionally occur at CLW.

4.2.1.3 Property Acquisition at Runway 34 End

This project consists of acquiring approximately 1.3 acres not currently within the airport property boundary. The property to be acquired is currently within the boundaries of Marymount Park which is owned by the City of Clearwater. The market value of the parcel is used for cost estimating purposes.

4.2.1.4 Avigation Easement for Parcels within Runway 34 RPZs

This project consists of obtaining an avigation easement for properties outside the existing airport property boundary but within the Runway 34 RPZs. The FAA's airport design guidelines recommend that airports own the property underneath approach and departure areas to the limits of the RPZ, where practicable. The guidelines further recommend that the RPZ be cleared of all above ground objects where practicable. The purpose of this project is to obtain control of these properties and prevent the potential introduction of obstructions to safe air navigation and comply with the FAA guidelines to the extent practical. The parcels within the RPZ primarily consist of residential housing.

4.2.1.5 Avigation Easement for Parcels within Runway 16 RPZs

This project consists of obtaining an avigation easement for properties outside the existing airport property boundary but within the Runway 16 RPZs. Similar to project #4, the purpose of this project is to obtain control of these properties and prevent the potential introduction of obstructions to safe air navigation and comply with the FAA guidelines to the extent practical. The parcels within the RPZ primarily consist of residential housing.

4.2.2 Terminal Projects

Terminal projects include the terminal building and associated parking areas. The proposed development plan includes two (2) future terminal projects intended to accommodate existing and anticipated demand.

4.2.2.1 Construct New Terminal

This project consists on constructing a new, permanent terminal building. The existing terminal is a temporary structure which was intended to be replaced with a more permanent structure. Construction of the proposed terminal shall be phased to allow uninterrupted operations by the airport and its tenants. Elements included in this project includes new and/or relocated security fencing, utilities, etc.

4.2.2.2 Expand Vehicle Parking Lot

Vehicle parking at the existing terminal is severely limited and does not provide enough parking spaces for peak periods. This project consists of expanding the existing vehicle parking area and quadrupling the number of parking spaces available. The project requires the removal of the existing five (5) trailers currently under a Land Lease Agreement by the Civil Air Patrol (CAP) through 2022.

4.2.3 General Aviation Projects

General Aviation projects consist of the aircraft storage facilities and the pavement used to access them. Most projects proposed in the development plan are General Aviation facilities. The 13 projects identified are summarized below.

4.2.3.1 Replace Shade Hangars with T-Hangars

This project involves removal of the existing three (3) shade hangars (E, F, and G) and replacing them with standard T-Hangars. The purpose of this project is to provide more secure aircraft storage and accommodate customer demand while increasing revenues for the airport. This project does not include any changes to the existing taxiways accessing these facilities.

4.2.3.2 Expand Transient Aircraft Parking Area

This project involves expanding the existing transient aircraft parking area to provide additional parking positions and Aircraft Design Group (ADG) II clearance for the transient aircraft that utilize CLW. The existing five (5) parking positions to the south of the existing taxiway are expanded and new parking restriction lines marked to identify the location of the ADG II taxiway object free area. The existing circular pavement north of the existing taxiway is also expanded to accommodate additional aircraft parking positions.

4.2.3.3 Reconstruct Transient Aircraft Parking Area

This project consists of reconstructing the north section of the existing transient aircraft parking area pavement. This project was identified in the Florida Department of Transportation (FDOT) Statewide Airfield Pavement Management Program (June 2015). The apron had an average Pavement Condition Index (PCI) of 36 and a rating of "very poor" in the 2015 FDOT pavement study. This project can be completed in conjunction with the expansion of the parking area (Project #9) as determined by the needs of the Airpark and/or funding availability.

4.2.3.4 Construct New Conventional Hangar and Apron

This project consists of constructing a new 10,000 Square Foot (SF) hangar adjacent to the existing Tampa Bay Aviation hangars. The project includes an expansion of the existing aircraft parking apron for access to the new hangar and additional aircraft parking. The purpose of this project is to accommodate existing demand.

4.2.3.5 Rehabilitate Existing Tampa Bay Aviation Hangar Apron

This project is to rehabilitate (mill and overlay) the deteriorating apron pavement at the existing Tampa Bay Aviation hangars. This project was also identified in the FDOT Statewide Airfield Pavement Management Program (June 2015). A large portion of the apron had an average PCI of 54 and a rating of "poor" in the 2015 FDOT pavement study. Implementation of this project will occur when needed based on future pavement study results; however, this project can be completed in conjunction with Project #11 for construction/cost efficiencies.

4.2.3.6 Rehabilitate Existing Taxiways (Row K and Transient access)

This project is to rehabilitate (mill and overlay) the deteriorating taxiway pavement along the transient aircraft parking area and parallel to the Row K aircraft parking area. These taxiways provide access to all aircraft parking areas and have a PCI of 52 and a rating of "poor" in the 2015 FDOT pavement study.

4.2.3.7 Construct New T-Hangar on Existing Row J Parking

This project consists of installing a new T-Hangar on the existing Row J aircraft parking area which is currently a paved area used for tie-down aircraft parking. The purpose of this project is to accommodate existing demand for covered parking. This project includes the realignment of the perimeter fence to increase aircraft wingtip clearance and maximize operational safety.

4.2.3.8 Rehabilitate Row J and Row I Taxiways

This project consists of rehabilitating (mill and overlay) the deteriorating taxiway pavement accessing the Row J and Row I taxiways. These taxiways provide access to the Row J and Row I T-Hangars and had a PCI of 52 and a rating of "fair" in the 2015 FDOT pavement study. The FDOT study included the Row J hardstand parking area but this area will be rehabilitated under Project #14.

4.2.3.9 Reconstruct Existing Bender Aviation Apron

This project includes a complete reconstruction of the existing Bender Aviation Services hangar apron and access road. This project was identified in the 2015 FDOT study and indicated the apron had a PCI of 39 and a rating of “poor”.

4.2.3.10 Rehabilitate Existing T-Hangar Taxilanes

This project consists of rehabilitating (mill and overlay) of the existing T-Hangars not included in Project #15. These taxilanes provide access to the T-Hangars and had a PCI between 65 and 71 and a rating of “fair” or “satisfactory” in the 2015 FDOT pavement study.

4.2.3.11 Reconfigure Aircraft Parking Area

This project consists of constructing new pavement for the tie-down aircraft parking area between the terminal and Taxiway A. While part of the proposed pavement limits overlaps the existing pavement, the existing pavement was rated as “poor” in the 2015 FDOT study and will be removed as part of this project. New pavement will be added to what is currently a grass area containing eight (8) concrete pads (only 5 are usable). Additionally, the existing taxilane accessing these hardstands and the Bender Aviation Services apron will be rehabilitated as part of this project.

4.2.3.12 Construct New Conventional Hangar, Access Taxiway, and Apron

This project consists of constructing a new 10,000 SF conventional hangar on the west side of the Airpark, along Keene Road, in what is currently undeveloped land. A new taxiway accessing the runway and Taxiway A is included in this project as is an aircraft parking apron adjacent to the hangar facility. The purpose of this project is to accommodate anticipated demand and therefore, the schedule for this project is dependent upon the actual demand for it.

The proposed site for this project is currently a large retention pond that was constructed by FDOT for drainage purposes during the widening of Keene Road. This project will require environmental mitigation of the retention pond.

4.2.3.13 Construct New T-Hangar and Taxilanes

This project consists of constructing a new 10-unit T-Hangar south of the existing T-Hangar structures along North Hercules Avenue. This project requires construction of new taxilanes to provide access to the individual hangars. The purpose of this project is to accommodate anticipated demand. A retention pond is currently within the site limits of the proposed T-Hangar and will require environmental mitigation.

4.2.4 Support Projects

Support projects consist of Navigational Aids (NAVAIDS) and other facilities necessary to properly maintain the airport. The proposed development plan includes two (2) support facilities.

4.2.4.1 Install Rotating Beacon

This project is to install a Rotating Beacon. The location of the beacon will be determined during the planning and design phase of this project. The purpose of this project is to adhere to FAA airport design standards and provide pilots visual reference of the Airpark’s location during night-time operations.

4.2.4.2 Construct Maintenance Shed

This project is to install a new maintenance shed in the vicinity of the proposed terminal. The purpose of this project is to provide a covered space large enough to accommodate the Airpark’s new tractor and extra space for other maintenance equipment.

4.2.4.3 Security Upgrades

This project is to install access control gates near the terminal and replaces perimeter security fencing where age and condition is questionable. Wildlife fencing will be installed adjacent to the golf course.

4.2.4.4 Airfield Lighting Update

The project includes replacement of all airfield lighting, cable and guidance signs.

4.3 Project Cost Estimates

Conceptual cost estimates were prepared for all CIP projects in 2018 dollars. No escalation factors were applied to project costs. This methodology allows project costs to be escalated based on actual escalation factors from 2018 at the time they are initiated. The cost estimates are summarized for each development phase in the following section.

The cost estimates include construction and program costs. Construction costs include all physical items, labor and a contingency. Program costs include fees associated with engineering design fees and construction phase engineering. The methodology utilized to develop the cost estimates include:

- Total property acquisition costs are based on assessed market value per the Pinellas County Property Appraiser, legal proceedings, and other potential costs that include:
 - Contingency for 2018 Assessed Market Value: 15.0%
 - Survey: 5.0% of Total Acquisition Cost
 - Close-out and Other Costs: 7.0% of Total Acquisition Cost
- Total Avigation Easement costs are based on the following:
 - Acquisition fee: \$5,000 per parcel
 - Legal Proceedings: \$3,000
 - Contingency: 15%
 - Survey: 20.0% of Total Acquisition Cost
 - Close-out and Other Costs: 25.0% of Total Acquisition Cost
- Total construction costs are based on direct material costs and additional fees associated with the following:
 - Electrical and Communications (as required): 10.0%
 - Sewer and Water (as required): 20.0%
 - Maintenance of Traffic (MOT): 10.0%
 - Mobilization: 15.0%
 - Environmental Controls: 25.0%
 - Contingencies: 15.0%
- Program mark ups are as follows:
 - Engineering, Survey, and Geotech: 10.0%
 - Construction Phase Engineering, RPR, Testing: 7.0%

4.4 Project Phasing

In addition to project descriptions and cost estimates, the CIP also presents proposed project phasing. The scheduling of projects in the CIP was developed through consultation with the City of Clearwater Marine and Aviation Department.

Phasing for CIP projects was categorized as: Short-Term (2020 through 2024), Intermediate-Term (2025 to 2029) and Long-Term (2030 to 2039). The ultimate timing of projects will be determined based on actual demand, funding availability, environmental approvals, and the priorities of tenants or the City of Clearwater.

Figure 4.1 provides a Gantt chart that depicts the sequencing of projects.

ID	Description	Short-Term					Intermediate-Term					Long-Term									
		2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
21	Install Rotating Beacon																				
9	Expand Transient Aircraft Parking Area																				
10	Reconstruct Transient Parking Area																				
6	Construct New Terminal																				
7	Expand Existing Vehicle Parking Lot																				
15	Rehabilitate Rows I & J Taxilanes																				
16	Reconstruct Bender Aviation Apron																				
23	Security Upgrades																				
22	Install New Maintenance Shed																				
12	Rehabilitate Existing TBA Hangar Apron																				
11	Construct New Hangar and Apron																				
13	Rehabilitate Row K & Transient Taxilanes																				
14	Construct New T-Hangar on Row J																				
18	Reconfigure Aircraft Parking Area																				
8	Replace Shade Hangars with T-Hangars																				
17	Rehabilitate Existing T-Hangar Taxilanes																				
24	Airfield Lighting Update																				
20	Construct New T-Hangar																				
19	Construct New Conventional Hangar																				
2	Construct Blast Pads																				
3	Property Acquisition (Runway 34)																				
4	Avigation Easements (Runway 34)																				
5	Avigation Easements (Runway 16)																				
1	Relocate Taxiway A6																				

TBA = Tampa Bay Aviation

Source: RDM International, Inc. (2019); AECOM (2019)

Figure 4.1 Preliminary Phasing Schedule for CIP Projects

4.4.1 Short-Term Projects

Project priorities in the short-term (2020 to 2024) include the following:

- Constructing new facilities recommended to accommodate existing demand and/or mitigating existing operational inefficiencies
- A focus on the rehabilitation and/or reconstruction of key airfield pavements identified in the 2015 FDOT pavement study

Short-term projects are listed in **Table 4.1** along with their project number and total estimated cost. **Figure 4.2** shows the location of these projects on the Airport.

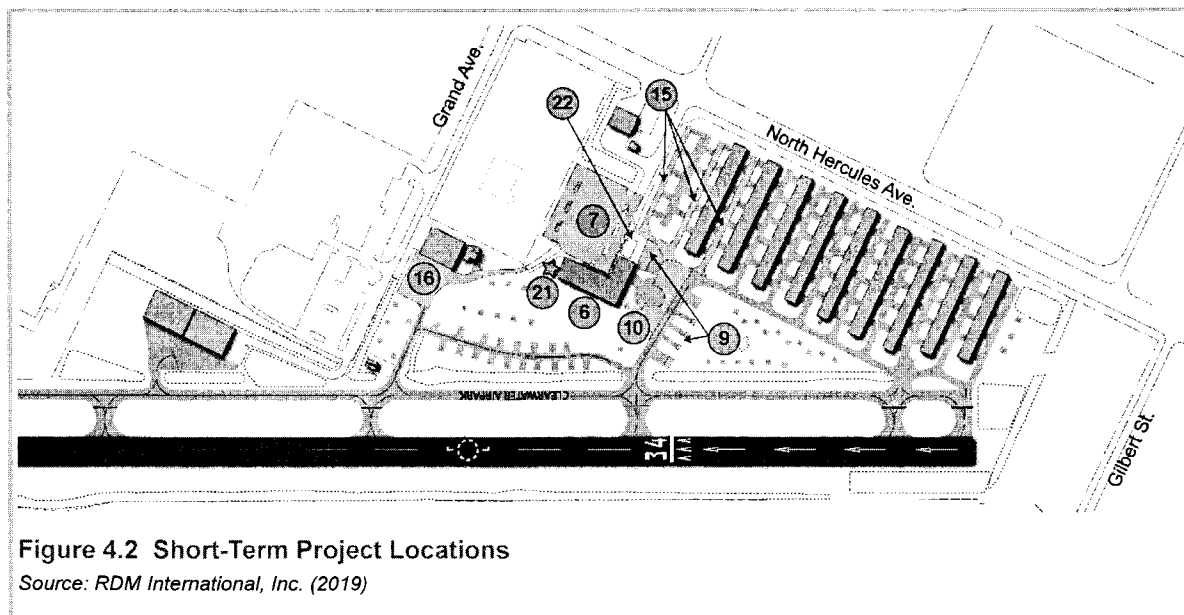
Table 4.1 Short-Term Projects and Estimated Costs

ID	Description	Component	Estimated Cost (\$) ¹
21	Install Rotating Beacon	Support	\$88,492
9	Expand Transient Aircraft Parking Area ²	GA	\$126,447
10	Reconstruct Transient Parking Area ²	GA	\$250,993
6	Construct New Terminal	Terminal	\$2,408,403
7	Expand Existing Vehicle Parking Lot	Terminal	\$869,180
15	Rehabilitate Rows I & J Taxilanes ²	GA	\$480,392
16	Reconstruct Bender Aviation Apron ²	GA	\$329,961
23	Security Upgrades	Support	\$159,798
Total Short-Term Estimated Costs			\$4,713,666

Source: AECOM (2018)

¹ in 2018 dollars

² cost provided in 2015 FDOT Statewide Airfield Pavement Management Program



4.4.2 Intermediate-Term Projects

Project priorities in the intermediate-term (2025 to 2029) include the following:

- A focus on the rehabilitation of existing taxiway
- Reconstruction of the hardstand parking area
- The construction of an additional hangar

Intermediate-term projects are listed in **Table 4.2** along with their project number and total estimated cost. **Figure 4.3** shows the location of these projects on the Airport.

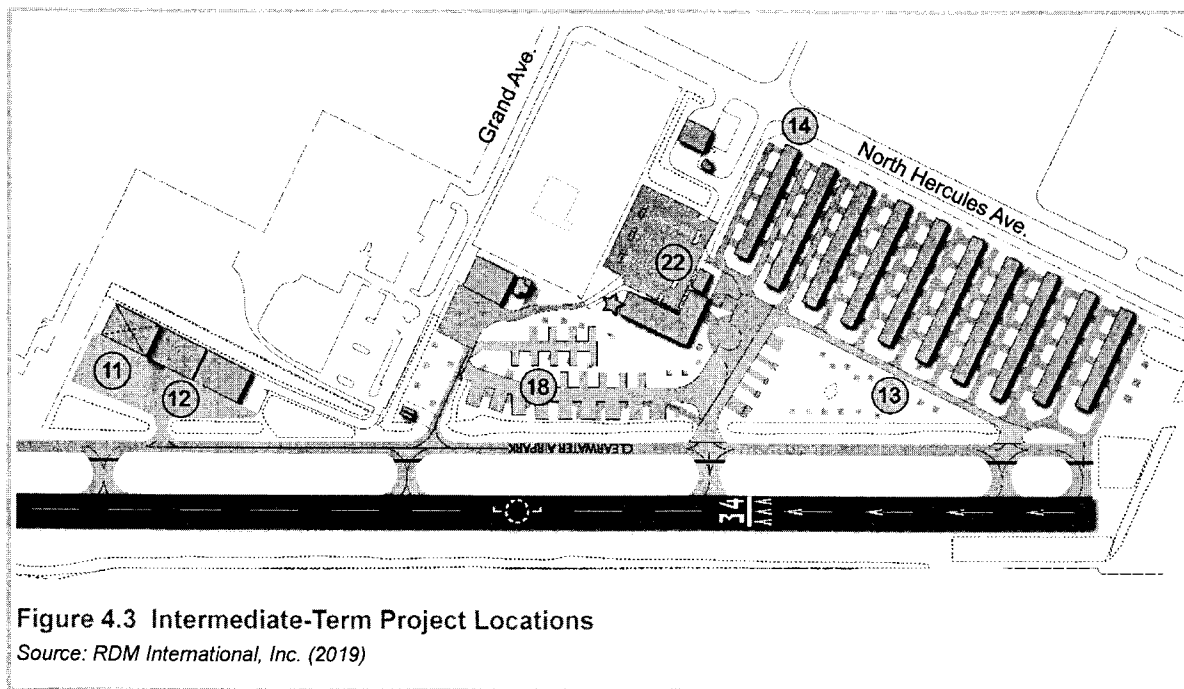
Table 4.2 Intermediate-Term Projects and Estimated Costs

ID	Description	Component	Estimated Cost (\$) ¹
22	Install New Maintenance Shed	Support	\$163,155
12	Rehabilitate Existing TBA Hangar Apron ²	GA	\$290,940
11	Construct New Hangar and Apron	GA	\$2,097,958
13	Rehabilitate Row K & Transient Taxiways ²	GA	\$431,159
14	Construct New T-Hangar on Row J	GA	\$1,428,797
18	Reconfigure Aircraft Parking Area	GA	\$770,174
Total Intermediate-Term Estimated Costs			\$5,182,183

Source: AECOM (2018)

¹ in 2018 dollars

² cost provided in 2015 FDOT Statewide Airfield Pavement Management Program



4.4.3 Long-Term Projects

Project priorities in the long-term (2030 to 2039) include the following:

- Gaining control of properties within RPZs through property acquisitions/easements
- Constructing blast pads at each runway end
- Mitigating non-standard taxiway configurations
- The construction of an additional T-Hangar and conventional hangar to accommodate demand
- Replacement of existing Shade Hangars
- Airfield lighting upgrades

Long-term projects are listed in **Table 4.3** along with their project number and total estimated cost. **Figure 4.4** shows the location of these projects on the Airport.

Table 4.3 Long-Term Projects and Estimated Costs

ID	Description	Component	Estimated Cost (\$) ¹
8	Replace Shade Hangars with T-Hangars	GA	\$4,684,557
17	Rehabilitate Existing T-Hangar Taxilanes	GA	\$965,468
24	Airfield Lighting Update	Support	\$371,196
20	Construct New T-Hangar	GA	\$2,200,662
19	Construct New Conventional Hangar	GA	\$2,325,858
2	Construct Blast Pads	Airfield	\$409,462
3	Property Acquisition (Runway 34)	Airfield	\$106,904
4	Avigation Easements (Runway 34)	Airfield	\$205,103
5	Avigation Easements (Runway 16)	Airfield	\$105,053
1	Relocate Taxiway A6	Airfield	\$382,299
Total Long-Term Estimated Costs			\$11,756,562

Source: AECOM (2018)

¹ in 2018 dollars

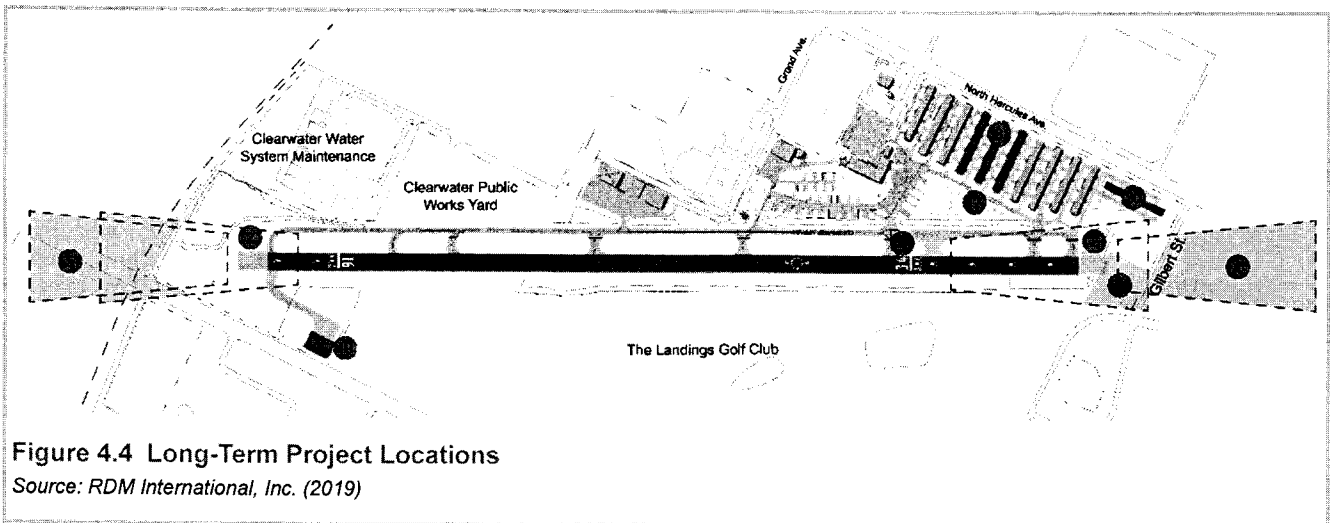


Figure 4.4 Long-Term Project Locations

Source: RDM International, Inc. (2019)

Section 5.0

CAPITAL IMPROVEMENT PHASING PLAN

5.1 Introduction

The final chapter of a master plan is intended to provide guidance on what will be required to demonstrate the airport sponsor's ability to fund the projects in the master plan. A more general discussion of the funding of medium and long-term projects is more reasonable because of the uncertainty of future Local and State funding and possible shifts in the overall importance of those projects in reaction to aviation demand at the airport and changes in the economic climate in a community. The City's ability to fund the recommended projects is a major consideration in preparing the Capital Improvement Plan (CIP). The recommended development plan for the Airport is based on the identification of facility requirements as presented in **Working Paper #4**.

This section of the Airport Master Plan will address the financial implications of implementing the improvements proposed to construct the preferred development alternative. In addition, the potential funding sources; cost of constructing the improvements based upon the Capital Improvement Plan (C.I.P.) required to construct the improvements.

The proposed funding plan contained in this section assumes the City will continue not using the FAA's Airport Improvement Program (AIP), moderate annual funding received from the FDOT, and the growth of the airport's aviation activity, as depicted in the approved forecasts. The intrinsic value that a well-maintained airport brings to a community or region goes far beyond the day-to-day operational costs. In other words, the money spent and benefits received in the community or region by individuals and businesses that use the airport equals or exceeds the expenses, which are a result of operations at the airport.

While some of the costs required to implement and construct the improvements in the CIP can be estimated closely based upon recent construction projects undertaken in the recent past, and revenue projection will be based upon likely funding sources and amounts, it must be understood that these are estimates. Therefore, there is inherent uncertainty in the development of this financial plan due to the basis of the assumptions on estimates. Even with this uncertainty, it is prudent to develop this comprehensive plan to provide an understanding of the variables, and provide a basis upon which adjustments can be made.

Throughout the construction and development of the airport, a continual assessment of the financial position of the project must be completed and adjustments made as warranted.

5.2 Airport Development Plan

Future airport development at Airport, as included in this Airport Master Plan Update, covers a 20-year planning period. Development items are grouped into three phases:

- Short-term (1-5 years)
- Intermediate-term (6-10 years)
- Long-term (11-20 years)

The refined development costs contained in this section are based on the proposed improvements as shown on the Airport Layout Plan, and are included for each item in the financial development plan. The phasing of projects assists the airport sponsor in budgetary planning for future construction projects. **Table 5.1** outlines the 20-year financial development plan. The sequence in which the projects are completed is important, as the ultimate configuration of the Airport will require numerous projects.

Table 5.1 Financial Development Plan Over 20 Years

Phase I Project ID	Short-Term Development	Total	FAA Share	State Share	Local Share
21	Install Rotating Beacon	\$88,492	\$0	\$70,794	\$17,698
9	Expand Transient Aircraft Parking Area	\$126,447	\$0	\$101,158	\$25,289
10	Reconstruct Transient Parking Area	\$250,993	\$0	\$200,795	\$50,199
6	Construct New Terminal	\$2,408,403	\$0	\$1,204,202	\$1,204,202
7	Expand Existing Vehicle Parking Lot	\$869,180	\$0	\$434,590	\$434,590
15	Rehabilitate Rows I & J Taxilanes	\$480,392	\$0	\$384,314	\$96,078
23	Security Upgrades	\$159,798	\$0	\$127,838	\$31,960
Total Short-Term Development Cost		\$4,383,705	\$0	\$2,523,691	\$1,860,016
Phase II Project ID	Intermediate-Term Development	Total	FAA Share	State Share	Local Share
16	Reconstruct Bender Aviation Apron	\$329,961	\$0	\$263,969	\$65,992
22	Install New Maintenance Shed	\$163,155	\$0	\$130,524	\$32,631
12	Rehabilitate Existing TBA Hangar Apron	\$290,940	\$0	\$232,752	\$58,188
11	Construct New Hangar and Apron	\$2,097,958	\$0	\$1,678,366	\$419,592
13	Rehabilitate Row K & Transient Taxilanes	\$431,159	\$0	\$344,927	\$86,232
14	Construct New T-Hangar on Row J	\$1,428,797	\$0	\$1,143,038	\$285,759
18	Reconfigure Aircraft Parking Area	\$770,174	\$0	\$616,139	\$154,035
Total Intermediate-term Development Cost		\$5,512,144	\$0	\$4,409,715	\$1,102,429
Phase III Project ID	Long-Term Development	Total	FAA Share	State Share	Local Share
8	Replace Shade Hangars with T-Hangars	\$4,684,557	\$0	\$3,747,646	\$936,911
17	Rehabilitate Existing T-Hangar Taxilanes	\$965,468	\$0	\$772,374	\$193,094
24	Airfield Lighting Update	\$371,196	\$0	\$296,957	\$74,239
20	Construct New T-Hangar	\$2,200,662	\$0	\$1,760,530	\$440,132
19	Construct New Conventional Hangar	\$2,325,858	\$0	\$1,860,686	\$465,172
2	Construct Blast Pads	\$409,462	\$0	\$327,570	\$81,892
3	Property Acquisition (Runway 34)	\$106,904	\$0	\$85,523	\$21,381
4	Avigation Easements (Runway 34)	\$205,103	\$0	\$164,082	\$41,021
5	Avigation Easements (Runway 16)	\$105,053	\$0	\$84,042	\$21,011
1	Relocate Taxiway A6	\$382,299	\$0	\$305,839	\$76,460
Total Long-Term Development Cost		\$11,756,562	\$0	\$9,405,249	\$2,351,313
TOTAL DEVELOPMENT COST		\$21,652,411	\$0	\$16,338,655	\$5,313,758

NOTE: All costs are calculated in 2018 dollars. Assumes 80 percent funding by FDOT on all projects excluding terminal area which is 50 percent FDOT funding.

5.3 Funding Sources

Probable costs (engineer's opinion costs) for the development plan identified in **Working Paper #4, Facilities Implementation Plan**, provides the basis for cost of individual projects. Funding comes from the State (FDOT) contributions. This section will identify and quantify the expected sources of capital funds. As previously indicated, FDOT funds represent the majority of expected capital; however, a number of sources are identified and indicated below.

5.3.1 State Funding Program

The FDOT provides most of the funding for capital improvement projects at the Airport. Airport Revenue Diversion Pursuant to the Airport Revenue Protection Act of 1996, by accepting federal or state financial grants or property transfers, the airport agrees to abide by certain binding contractual obligations (i.e., signing a contract with a federal or state government where the government provides the funding and the recipient agrees to follow certain rules). One of those rules specifies that all airport-generated revenues should be spent at the airport.

According FDOT Airport Project Funding for:

- **General Aviation:** "Pursuant to Section 332.003 – 332.007, FS, FDOT may provide up to 80 percent of the local share of general aviation airport project costs,"
- **Economic Development:** Pursuant to Section 332.003 – 332.007, FS, FDOT may provide up to 50 percent of the costs to build on-airport revenue-producing capital improvements. One example of an economic development project is industrial park facilities at a general aviation airport.
- **Strategic Airport Investment:** Projects Pursuant to Section 332.007, FS, FDOT may provide up to 100 percent funding for commercial and general aviation airport projects that meet the following criteria:
 - Provide important access and on-airport capacity improvements,
 - Provide capital improvements to strategically position the state to maximize opportunities in international trade, logistics, and the aviation industry,
 - Achieve state goals of an integrated intermodal transportation system, and
 - Demonstrate the feasibility and availability of matching funds through federal, local, or private partners.
- **Statewide Project Funding:** Pursuant to Section 332.007(1), FS, FDOT is authorized to receive federal grants for these statewide projects when no local sponsor is available. Pursuant to Section 332.007(6) (d), FS, FDOT may provide up to 100 percent of project cost if that project is statewide in scope or involves more than one county where no other governmental entity or appropriate jurisdiction exists.
- **Other Airport Project Funding Resources:** In addition to the FDOT Aviation Grant Program, airports in the state have other project funding resources. These may or may not be applicable to Clearwater Airpark.
 - **Rural Economic Development Initiative:** Pursuant to Section 288.0656 (2), FS, a county or community seeking funding through the Rural Economic Development Initiative must meet two qualifications. First, the county or community must meet the statutory definition of "rural" noted in Section 288.0656 (2) (e), FS, to be eligible for a waiver or reduction of

match requirements. Second, the eligible county or community must also have three or more of the “economic distress” conditions identified in Section 288.0656 (2) (c), FS.

- **State Infrastructure Bank:** Pursuant to Section 339.55, FS, the State Infrastructure Bank (SIB) is a revolving loan and credit enhancement program consisting of two separate accounts and is used to leverage funds to improve project feasibility. The SIB can provide loans and other assistance to public or private entities carrying out or proposing to carry out projects eligible for assistance under federal and state law. The SIB cannot provide assistance in the form of a grant.
- **Strategic Intermodal System:** Pursuant to Section 339.61, FS, the Strategic Intermodal System (SIS) marks a fundamental shift in the way Florida views the development of and investment in its transportation system. The SIS is composed of transportation facilities and services of statewide and interregional significance. It represents an effort to link Florida’s transportation policies and investments to the state’s economic development strategy, in keeping with the Governor’s strategic imperative of diversifying Florida’s economy.
- **Transportation Regional Incentive Program:** Pursuant to Section 339.2819, FS, the Transportation Regional Incentive Program (TRIP) was created to provide an incentive for regional planning, to leverage investments in regionally significant transportation facilities (roads and public transportation) created pursuant to Section 339.155, FS, and link investments to growth management objectives. TRIP was created with the intent of funding projects that will generate additional capacity through growth in the transportation program. All proposed projects will be evaluated in light of this policy.

Each year, the FDOT ACIP program allocates millions of dollars to match federal grants. As airport sponsors receive a federal grant, they apply to the state for the matching funds. Additionally, some direct or “state only” grants (when the FAA is not participating in the funding) may be available to a sponsor for eligible projects. Historically, FDOT has funded approximately 90 percent of eligible projects, leaving the remaining 10 percent to be funded by the sponsor.

Eligible Applicants - The state, city, town, county, district, authority or other political subdivisions of the state, which owns and operates an airport(s), open to the public on a non-discriminatory basis, is eligible for assistance under the Loan Program. Eligible airports must be identified in the FDOT State Airports System Plan dated February 2012 (or most current version).

Eligible Projects - Typical eligible projects included airport related construction projects for runways, taxiways, aircraft parking ramps, aircraft storage facilities (hangars), fueling facilities, general aviation terminal buildings or pilot lounges, utility services (power, water, sewer, etc.) to the airport runway or taxiway lighting, approach aids (electronic or visual), ramp lighting, airport fencing, airport drainage, land acquisition, planning studies, and under certain conditions, the preparation of plans and specifications for airport construction projects. In addition, projects not eligible for funding under other programs and those designed to improve the airport self-sufficiency, may also be considered.

5.3.2 Local Funding

Airport Rates and Charges - FAA Order 5190.6B, *FAA Airport Compliance Manual*, provides comprehensive guidance on the legal requirement that airport fees be fair, reasonable, and not unjustly discriminatory. The objective of the policy is to provide guidance to airports in establishing rates and charges that will help the airport work towards financial sustainability.

Several revenue generating activities that the City is already doing at the Airport will continue to enhance revenues at the airport, these include:

- Aircraft hangar/T-hangar/shade rentals
- Aircraft tie-down rental
- Fuel sale mark-up

The City should continue to monitor the current rates and charges to ensure they are remaining competitive with other airports in the region and state. Other more conventional methods of securing funding and financing alternatives the City could consider include:

Bank Financing - Some airport sponsors use bank financing as a means of funding airport development. Generally, two conditions are required; first, the sponsor must show the ability to repay the loan plus interest, and second, capital improvements must be less than the value of the present facility or some other collateral used to secure the loan. These are standard conditions which are applied to almost all bank loan transactions.

General Obligation Bonds - General Obligation bonds (GO) are a common form of municipal bonds whose payment is secured by the full faith credit and taxing authority of the issuing agency. GO bonds are instruments of credit and because of the community guarantee, reduce the available debt level of the sponsoring community. This type of bond uses tax revenues to retire debt and the key element becomes the approval of the voters to a tax levy to support airport development. If approved, GO bonds are typically issued at a lower interest rate than other types of bonds.

Force Accounts, In-kind Service, and Donations - Depending on the capabilities of the Sponsor, the use of force accounts, in-kind service, or donations may be approved by the FAA for the Sponsor to provide their share of the eligible project costs. An example of force accounts would be the use of heavy machinery and operators for earthmoving and site preparation of runways or taxiways, the installation of fencing, or the construction of improvements to access roads. In-kind service may include surveying, engineering, or other services. Donations may include land or materials such as gravel or water needed for the project. The values of these items must be verified and approved by the FAA prior to initiation of the project.

Third-Party Support - Several types of funding fall into this category. For example, individuals or interested organizations may contribute portions of the required development funds (pilot associations, economic development associations, Chambers of Commerce, etc.). Although not a common means of airport financing, the role of private financial contributions not only increases the financial support of the project, but also stimulates moral support to airport development from local communities. For example, private developers may be persuaded to invest in hangar development. A suggestion would be for the City to authorize long-term leases to individuals interested in constructing a hangar on airport property. This arrangement generates revenue from the airport, stimulates airport activity, and minimizes the sponsor's capital investment requirements. Another method of third-party support involves permitting the fixed base operator (FBO) to construct and monitor facilities on property leased from the airport. Terms of the lease generally include a fixed amount plus a percentage of revenues and a fuel flowage fee. The advantage to this arrangement is that it lowers the sponsor's development costs, a large portion of which is building construction and maintenance.

The airport funds some or all of the cost of capital projects by generating revenue from tenants, users and other sources. These airport funds can come from annual surplus, reserves, or borrowing. While capital projects are usually funded from variety of sources, in the end, airport contributed funds have a role in almost all projects, particularly as seed money to initiate projects and to provide the match of FAA funds.

5.4 Pavement Maintenance Plan

Periodic maintenance is necessary to prolong the useful life of the airport pavements. The effects of weather, oxidation, and usage cause the pavement to deteriorate. The accumulation of moisture in the pavement causes heaving and cracking, and is one of the greatest causes of pavement distress. The sun's ultraviolet rays oxidize and break down the asphalt binder in the pavement mix, which in turn accelerates raveling and erosion and can reduce asphalt thickness.

The appropriate pavement maintenance will minimize the effects of weather damage and oxidation. Crack sealing is performed to keep moisture from accumulating inside and underneath the pavement and should be done at least every five years prior to fog sealing or overlaying the pavements. Fog seals, slurry seals, and coal tar emulsion (fuel resistant) seals are spread over the entire paved area to replenish the binder lost through aggregate to increase the friction coefficient of the pavement. Asphalt overlays are performed near the end of the useful life of the pavement. A layer of new asphalt is placed over the existing pavement to renew the life of the pavement and to recover lost strength due to deterioration. Unless specially designed, the overlay is not intended to increase the weight bearing capacity of the pavement. Overlays may be supplemented with a porous friction course of grooving to increase friction and minimize hydroplaning. Remarketing of the pavement is required following a fog seal or overlay.

The recommended pavement maintenance cycle time frames are listed below in **Table 5.2**. It should be noted that the time frames are recommendations only. Actual pavement deterioration will be affected by use of the Airport and weather exposure. Maintenance actions should be scheduled as necessary through close monitoring and inspection of the pavements.

Table 5.2 Pavement Maintenance Schedule

Pavement Maintenance Cycle	Approximate Time
Frames Crack Seal Pavement	1 - 2 years
Crack Seal, Seal Coat, and Remark Pavements	3 - 8 years
Overlay Pavements	15 - 18 years
Seal Concrete Joints	6 - 8 years

Source: FDOT, 2015

5.5 Financial Plan Recommendations

The ultimate goal of any airport should be the capability to support its own operation and development through airport generated revenues. Unfortunately, few airports similar in size to the Clearwater Airpark are able to do this. For example, it is difficult to financially break even when the fees received from hangar rentals and fuel sales will not adequately amortize the cost of construction projects. The City of Clearwater should consider implementing additional airport sources of revenue.

5.5.1 Airport Revenue Opportunities

Airport revenues are generally produced from the use of land leases, user fees, and property taxes generated from on-airport improvements. Examples of airport revenue generators include:

Land Leases - Property on the airport that is not devoted to airfield use, vehicle parking, or contained within areas required to be cleared of structures may be leased to individual airport users or aviation related businesses. Typically, the individual is provided a long-term lease on which to construct a hangar, business, or other facility. At the termination of the lease, the lessee has the option to renew the lease, sell or lease the buildings, or to remove the buildings.

Hangar Leases - Hangars on the airport owned by the airport sponsor can be leased to private aircraft operators or businesses. Typically, as with land leases, the individual or business is provided a long-term lease of the hangar. At the termination of the lease, the lessee has the option to renew the lease or cease use of the hangar.

Tie-Down Fees - A fee is typically established for the use of fixed ramp tie-downs on paved apron areas. The fees are usually established on a monthly or annual basis for based aircraft and on an overnight basis for transient aircraft.

Airport Usage Fee - This fee is typically imposed on charter aircraft and can be waived if the operator purchases a minimum amount of fuel.

Commercial Activity Fee - This fee is typically imposed on commercial activities operating "for profit" at the airport. Typical commercial activities may include fixed base operators, testing and training, maintenance services, and retail or other goods and services which may be provided at the airport.

Non-Aeronautical Revenue Generating - This fee is imposed on leases of land/buildings that are allocated as airport property but do not have access and/or use for aeronautical activities (i.e. non- aeronautical use). The fee for these areas must be setup at fair market value and all revenue generated from these leases must remain within the airport fund.

In accordance with Florida State Grant Assurances, all revenues generated by the airport must be expended by the airport for the capital or operating costs of the airport.

5.6 Airport Development Recommendations

Based on the findings of the planning process, the following recommendations are provided for the City to consider for development the airport to meet the needs of the community:

- The City has the unique challenge of many airports of not having considerable excess land that can be used for aviation related purposes. Over the long-term, the City should continue looking for non-aeronautical development opportunities on the land that has been designated for such activities on the ALP.
- Locations for additional corporate hangars and T-hangars have been identified in ALP drawing set. The investment in additional hangars will make the airport more competitive with other airports in the region and will provide the airport will additional revenue.
- Continued monitoring of the airport's financial status is necessary in order to adapt and adjust to changing conditions.

5.7 Continuous Planning Process

Airport planning is a continuous process that does not end with the completion of a major capital project. The fundamental issues upon which these airport master plans are based are expected to remain valid for several years; however, several variables such as annual aircraft operations and socioeconomic conditions, are likely to change over time. The continuous planning process necessitates that the Airport consistently monitor the progress of the airport in terms of growth in based aircraft and annual operations, as this growth is critical to the exact timing and need for new airport facilities as recommended within the Airport Master Plan. The information obtained from this monitoring process will provide the data necessary to determine if the development schedule should be accelerated, decelerated, or maintained as scheduled.

Periodic updates of the Airport Layout Plan, Capital Improvement Plan, and Airport Master Plan are recommended to document physical changes to the Airport, review changes in aviation activity and to update improvement plans for the Airport. The primary goal of the airport master planning effort is to develop a safe and efficient airport that will meet the demands of its aviation users and stimulate economic development for airport. The continuous airport planning process is a valuable tool in achieving the strategic plans and goals for the Airport.

5.8 Conclusion

This Section has laid out the recommended capital improvement projects and their financial implications for improving the Airport over the 20-year planning period. A total of 24 CIP projects have been identified (**Table 5.1**), which are all programmed within the 20-year planning period.

This Airport Master Plan has documented the existing and anticipated aviation demand based on existing conditions, as well as provided a practical and implementable development plan based on input and guidance from the City of Clearwater and FDOT.

This financial analysis is based on the continuation of FDOT funding at the current levels, which average at \$600,000/year. However, there is competition for FDOT funds, so the Airport will need to aggressively communicate its CIP needs to the FDOT and other relevant agencies as opportunities arise.

Based on the assumptions and the financial analysis presented herein, the development plan presented on the ALP along with the Capital Improvement Plan (CIP) is considered feasible, and the airport should be able to construct the necessary aviation facilities, as recommended herein.