MINUTES OF THE SPECIAL CALLED MEETING OF THE SANFORD AIRPORT AUTHORITY FEBRUARY 12, 2024 8:30 A.M.

PRESENT: Clyde H. Robertson, Jr., Vice Chairman (appeared telephonically)

Kenneth Bentley, Secretary/Treasurer

Benny Crosby Chick Gregg, Sr. Frank loppolo Jr. William R. Miller Richard Sweat Stephen P. Smith

Brett Renton, Airport General Counsel

ABSENT: Jennifer T. Dane, Chairman

STAFF PRESENT: Nicole Martz, President & CEO

Shani Beach, Properties & Exec. Initiatives Admin.

Steve Fussell, VP Strategic Initiatives

Tommy Gentry, Director IT Marc Gilotti, SAAPD Chief Lori Hunt, Executive Assistant Gino Martinez, Acting CFO

Danette Maybin, Human Resources Director

Jeremy Owens, VP Engineering and Maintenance

Lauren Rowe, Communications Director

Rick Shea, Operations Director George Speake, EVP & COO

Roberta Stanton, Procurement Manager

Jennifer Taylor, Director of Program Administration

- 1. CALL TO ORDER, PLEDGE OF ALLEGIANCE
- 2. ADVERTISEMENT OF SPECIAL CALLED MEETING

Copies attached.

3. COMMENTS FROM THE PUBLIC

None

- 4. DISCUSSION AGENDA
 - A. Consider Approval of Form Interim Ground Handling Agreement to be used with

any airline utilizing these services.

Brett Renton referenced the Ground Handling Agreement form that was created to be used by all airlines. It's consistent with IATA which is an international trade organization that standardized this ground handling agreement across the globe. All carriers would largely be familiar with it. It lays out standard terms and conditions normally found in a contract and this has two exhibits. A & B. Exhibit A you can think of as a menu that lays out all the possible ground handling things that you could provide, and is specific as to what at this airport we will do in specific terms. Exhibit B takes out 8.5 & 8.6 after it was reviewed by SAA's insurance company and specifically that is one of a cross indemnities for any and everything. It was replaced with a standard negligence provision with a cap that SAA would provide. Also, in Exhibit B it lays out what we charge for any airline currently using our ground handling. A statement was made to these folks that SAA would do it at the price it was being done previously. Therefore, the intent is not to hurt any airlines due to the transition with OSI which again is another part as to why it's an interim agreement. This will give us something when we go to the 15th to be able to service Flair as well as any other airline until we can ultimately come up with either a single consolidated document that we provide all airline services including both fueling and ground handling.

We are asking your approval of this document so that we can use it in an interim fashion to go ahead and provide the ground handling agreement. The Board approval will authorize staff to enter into the agreement at any time under these terms with any airline that comes along.

Discussion ensued whether or not this type of document was used by OSI. Counsel explained that unfortunately OSI wouldn't provide us their agreements.

George Speake informed the Board that Flair knew they were going to be using the standard IATA Agreement and they were happy with that, they have not come back and had any comments on it as of now. They know they have to sign it before Thursday.

Board Director Miller inquired if there's going to be separation of flights and planes at all times between Allegiant & Flair and if not, how do we integrate the flow of the aircraft in and out, whose controlling ground handling.

George Speake explained we will be preparing a gate plan every day and also a counter plan that tells the airlines which gates and counters they are operating out of, and which baggage belts they're operating out of. That plan goes out to everybody before the day starts, then as the day goes on of course not everything always goes perfectly, you get delays, cancellations whatever. Dispatch will have SAA and Allegiant folks sitting next to each other and they will work that out amongst themselves.

President Martz noted that the Authority will be handling gate & baggage claim assignments; we'll do it in coordination with Allegiant but they won't be assigning their own gates. None of the airlines will be assigning their own gates.

Discussion ensued is that any different, it's us doing it now instead of OSI, but it's pretty much the same.

President Martz clarified the dynamic will be a little bit different because Allegiant is taking over their below the wing ground handling. Right now, it's just OSI so this new dynamic will require coordination and a lot more communication, but as George said they will be sitting in the same room.

George Speake provided clarification on above the wing and below the wing activities. He noted one of the reasons we're making sure the gate assignments and counter assignments are handled by us versus Allegiant is when we talk with other airlines, or get another airline in here, they won't feel there is preferential treatment to one airline.

Board Director Smith inquired if gates 1-4 are operational now.

George Speake replied they will be, we have a plan for putting them in service. Right now, we have walls that have blocked visibility due to the escalator construction. It doesn't make sense right now to put them in service, if you walk into that terminal and you look towards those gates you really can't see it because of all the construction walls.

Board Director Smith stated OSI's contract terminates on February 28th and they're under construction with all of this, how are they going to finish it all.

George Speake clarified there's one or two gates that are out of service.

President Martz noted these were maintenance items that were OSI's responsibility.

Jennifer Taylor informed the Board the escalator is supposed to be done the 1st or 2nd week of March.

Discussion ensued regarding OSI staying on site to complete the escalator project or are they packing up their tools.

President Martz explained OSI is going to continue to manage that escalator & elevator and also a project related to the HVAC system that they've indicated they want to continue and manage. SAA hasn't gotten the details yet. We're coordinating with them so that they can finish those projects out.

Discussion ensued regarding liability if OSI is technically, legally off site.

Brett Renton informed the Board the intent will be in March SAA will have an agreement with OSI that would be a continuation in order to finish these projects assuring we are protected from indemnification and liability position. That will be brought back to the Board in March. As he stated at the last board meeting, the conversations have been very good but getting to an actual here's the agreement approved has proven a little challenging. It's their obligation, if they continue to ask to keep somebody around etc., he needs the agreement of proof.

Board Director loppolo noted so OSI continues to breach its legal requirements to assist in the transition and they continue to not only not meet that requirement, but they also continue to impede our ability to do these things. We are spending additional money and additional resources because they have refused to comply with the legal obligations.

Brett Renton commented if OSI had participated earlier in good faith, this transition could have gone a substantially different way.

Board Director loppolo stated they refused to meet regularly, refused to continue telephone calls, refused to continue to communicate. All this is important to him on the public record, not only for us but anybody else looking at these people who might entertain an opportunity for them to work together they should know how OSI conducts their business or how they fail to conduct business.

Discussion ensued regarding the parking garage project.

It was noted the parking garage project is not done, OSI told counsel it would be finished this week, but that's not fixing some items that were not in the scope that need to be done.

President Martz clarified the parking garage project was supposed to be done on February 3rd, we're now being told it will be done at the end of the month. That doesn't finish everything that has been identified in the parking garage. She stated for the record, the garage is structurally sound, but there were some other maintenance items that need to be addressed that had not been addressed through this project.

Discussion ensued whether or not parking spaces are still closed off.

President Martz replied yes when this phase of the repair work is done then the parking spaces will be opened back up.

Board Director Smith noted that he and Jeremy Owens went up and looked at what they were doing, they are doing a nice job there are no complaints as to what they are doing, it's just moving slowly.

President Martz stressed the importance of staff inspecting the work to make sure all the repair and maintenance issues have been addressed.

Discussion ensued regarding the monitoring of lien releases on all of the contractors, do we know for a fact that they are getting paid by Vinci.

Brett Renton noted we're a government entity and can't be liened, so they have to have a performance bond that would pay them if any subcontractors aren't paid.

Board Director Miller requested clarification and inquired who is the monitoring person of this activity in the organizational chart, is that Stacy Entwistle, Sr.

George Speake replied that Stacy reports to him and Stacy will be Director of Airline Services. Stacy will have an above wing manager, below wing manager, and fueling manager that will report to him as well as a training manager.

President Martz noted Stacy's team is a team of people that he's been working with, so they are experienced, they are the folks that are doing the job right now.

Motion by Board Director Smith, seconded by Board Director loppolo to approve the form interim ground handling agreement and authorize the President/CEO or designee to populate and execute the interim ground handling agreement with each airline that would like to utilize the SAA to provide ground handling services. Vote taken, none opposed. Motion passed unanimously.

B. Consider Approval of Fuel Agreements Relative to the SAA Acquiring, Storing and handling into-plane Fueling needs for the Terminal and Allegiant Airlines.

Brett Renton stated this is the consideration of (5) fueling agreements and he explained each one.

SFB Fuel Supply Agreement: this is an agreement with Allegiant that we will go ahead and be authorized for a small fee per gallon to purchase fuel under their contract with a fuel supply company at their price. Because of their volume purchase which will be substantially different then our volume purchase we are able to in essence he calls it piggyback their contract and go ahead and acquire at that amount for a small administrative fee .0001.

Board Director loppolo inquired if these are the same agreements that OSI had and we're essentially assuming or taking them over or are these all new.

Brett Renton explained these are all new, OSI didn't provide us their agreements, but they also had a joint venture. As a government entity we can't form a joint venture with an airline. What we've done contractually is tried to put the parties

in a position that works on an interim basis until we can explore more third party contracts or other individuals who may want to directly contract with the airport for various reasons. The goal is to lock these five agreements in and clarified in our negotiations with Allegiant on some agreements specifically the into-plane agreement and the Fuel System Agreement which is the use of our fueling system these have been expressly stated because Allegiant and SAA really just couldn't in time for today's meeting get all material terms that both parties would like. This is a temporary stop gap measure to allow us to move forward on February 15th this week, so that we can start fueling them. The goal being over the next 3,6,9 months or so to lock in place a more permanent agreement. The reason for that he explained is we have some limited data that OSI has shared with us we have some data as the Airport Authority but we don't have everything to crunch the numbers and do the real dig in the dirt analysis that was necessary to come up with true what are called Service Level Components which should be how many exact flights etc. That said we have come up with a fairly good rubric. That way when we go to a more permanent situation, we'll have the data points to capture everything. The agreement is largely setup so we can continue forward. As you may recall what we told them is we'll enter into agreements at least in the interim that would put them in a position where they're doing exactly what they were before as to now and so we've gotten these agreements to that point. The first one being the fuel supply agreement will allow us to purchase so that for other airlines we'll have the fuel for anybody else who wants to fly out of the airport any deferred flights, anybody who should be showing up that wouldn't store their fuel in our facility we'll have it readily available.

Brett Renton explained Menzies is your fuel farm manager and they are the prior fuel farm manager; they will continue to manage the fuel farm. JV & Allegiant were acquiring the gas it would go into the fuel farm the gas would then be put onto trucks that OSI personnel would use it into-plane. You're going to be doing the into-plane component, you're controlling the fuel farm under a subcontract with Menzies to manage it and then on the front end you're going to have purchase agreements that you're going to have out there. The one thing that is different is the ground support fuel agreement GSE, the second one on there for B, that is because Allegiant is now doing their own ground handling. Before OSI was running the ground handling they would have to fuel those vehicles to drive those trucks with the baggage all around. Ground Handling Equipment SAA is going to fuel their ground handling equipment in exchange for a fee.

George Speake explained most of the ground support equipment before was owned by OSI and there was some Allegiant equipment they were fueling that Allegiant equipment as well as their own, and also, we'll have an agreement with MillionAir and Dnata to fuel their equipment as well.

Brett Renton explained that had to do with the joint venture, because of the joint venture the risk pool could be shared, the profit pool could be shared so there

was a motivation for additional airlines because that would offset some of those other costs that Allegiant may share in.

Board Director loppolo inquired so economically what does this do, he knows we're maintaining the status quo to protect the Airport for the year for a good transition or are we signing up for a "we're going to break even", we're at a loss to make sure it's smooth and then figure it out as we go.

President Martz explained when we set up the fuel rates, the OM fee which everybody getting fuel out of the fuel farm will pay, the throughput. There are two fees related to the fuel farm itself and then there's an into-plane and Brett is going to explain the into-plane agreement, there are three fees related to that. We came to sort of a breakeven point; a breakeven on operating doesn't include capital. It all depends on volume we may fall a little short the first year, based on some additional information we got into it, but we'll be pretty close. Allegiant has some anxiety about the transition which is understandable we're moving into a new dynamic and one of their biggest concerns is financial and not wanting the transition to have a financial impact on them. We're mindful of that as well.

Board Director loppolo inquired what's the status of our contract renegotiation with Allegiant.

President Martz explained we're going to get through the transition and then we're going to take a look at the use agreement for the Airport, but that's after we get through this.

Discussion ensued regarding MillionAir having their own fuel farms.

George Speake explained MillionAir does but we'll be fueling their GSE ground handling equipment.

Board Director loppolo stated it was his understanding that MillionAir has been extremely cooperative with us to make sure that we have backstops and what not. And it's important we recognize that they have been great partners.

Board Director Gregg inquired are we going to continue to fuel Allegiant's planes with our equipment.

George Speake replied right, all airlines with our equipment.

Brett Renton explained the SFB fuel supply agreement is straight with Allegiant, that's just piggybacking with Allegiant. The ground support equipment fuel service agreement is the same agreement we will use across the Board for everybody. George mentioned that anybody else who wants to use us can for that rate and dollar amount over and above all of our costs so the point is that's to cover labor etc. Fuel Farm Management Agreement with Menzies to continue

operating the fuel farm it is for a one year term with two one year options to continue. They have been extremely great to work with from a drafting perspective and very forthright in a lot of the information.

Board Director Miller inquired under Menzies are we just assuming what was going on between them and OSI?

Brett Renton replied it's a new contract because OSI wouldn't assign us anything but it is a Menzies agreement that they enter into with whomever they are servicing. This is an extremely large global corporation; we are contracting with them. What we've done is taken the same adopted budget that existed prior to us coming on and we're using that same exact budget for this year. The point is that this is in essence a management agreement where you pay a small management fee and you cover all costs associated with what's going on there.

Board Director Miller inquired of Brett Renton did he have a copy of that agreement in past time, or is that something they wouldn't share with you.

Brett Renton replied there were confidentiality provisions in that.

President Martz clarified we have a pretty clear picture of what the costs were and this is consistent and within the whole fuel negotiations scenario were probably the easiest and the most congenial.

George Speake noted Menzies started off with "we're going to give you the same thing you've got now" and we feel confident that's where we're going to wind up.

Brett Renton referenced the Fuel System Agreement; this is an agreement also we're asking for Board approval for any airline that would like to bring their own gas to the airport and be able to utilize this agreement if they want to. It is open for anybody else so essence these will be interim form agreements. Just to be clear and for the record, we don't expect any airline in the immediacy to enter into such agreement, however they are open to it as the FAA requirement for non-economic discrimination and grant assurances, they would of course be able to acquire under the same terms.

Discussion ensued does the Airport have enough storage capacity if someone was to do that.

Brett Renton replied if someone comes in the size of Allegiant it would double your flights, we could figure out a way I'm sure to accommodate on a quick situation.

George Speake stated if our flights are going to double, we're putting some tanks in. It would be a great problem to have, but that would also take us over 1M gallons of storage and you hit a whole level of fun with the EPA and FDEP as

well. We are currently at 950,000 gallons. The other issue is right now depending upon seasonality of Allegiant being the primary carrier, they keep anywhere from about 8-10 days of fuel at the farm, which is not at full capacity. You could increase your capacity or increase your deliveries and you'd still be able to handle both airlines, not doubling our flights but additional flights being added.

Discussion regarding how many gallons of fuel does an average aircraft hold.

Brett Renton explained the fuel system agreement charges a throughput fee and it charges an Operations & Maintenance (O&M) fee on every gallon that passes through that facility. There is a third charge in here related to FTZ on the fuel should that become necessary. That's for international it would qualify under customs rules associated with that gas. Menzies will manage all of that tracking paperwork etc. And then the fuel system agreement allows the input of those three fees per charges that are there.

The into-plane agreement is SAA physically taking the gas from the fuel farm and putting it into-plane. The agreement is largely again an interim agreement after many hours of negotiation with Allegiant. On the front end one of the first clauses is "this is intended to be interim" by Allegiant's own statement. They wanted to make sure that was there so that way when we go to the final, we'll be able to get some more specifics. It does provide a performance on time requirement on the Airport and obviously the intended goal of the Airport is to be 100% at every time. The goal here would be to provide those services they want a fantastic service level and he thought having more data will help us find out or ferret out the other issues that we've been dealing with in some of our negotiations. More data is always helpful to help resolve problems so once we have a little bit of a track record or a history for a couple of months, we will assuage some concerns about performance of the airport and we can insure the same if it exceeds the previous service level that they've had and then establish a better go forward relationship.

The into-fuel agreement we would ask that the Board authorize staff to enter into those with every airline as well with one caveat because those airlines that won't store the fuel in the fuel farm, they'll be using our fuel there will be an added provision about those fees being passed through on the into-plane so that those charges and the costs and the cost of the gas would all be backed into it.

Board Director Smith inquired if Flair uses our fuel or do they have fuel storage.

President Martz replied Flair will be using our fuel and there will be a differential for anybody who's not buying & storing their own fuel.

Discussion ensued regarding the data that counsel referred to, who will be responsible for seeing these five agreements and capturing the data. Can the

data be shared with the Board the plan versus actual and how well each one is performing.

George Speake stated between himself and Gino we'll be able to share that information with the Board Directors.

President Martz clarified there's a lot of data referenced in these agreements that you will not see, it's operational data about how many gallons we're getting each month. The information we'll share with you is how we're performing from a cost center standpoint corporate share, unless you want all of the data but she wasn't sure.

Board Director loppolo wasn't sure we'd want that in the public.

President Martz stated it takes up a valuable piece of the Board's time although we're happy to provide it.

Motion by Board Director Ioppolo, seconded by Board Director Smith to approve and authorize the President/CEO or designee to execute each of the identified agreements, in substantially similar form of those attached to this agenda memo for each of the identified agreements, and for those agreements noted, to authorize the President/CEO or her designee, with the assistance of Counsel, to enter into similar agreements with the other airlines or users of said service. Vote taken, none opposed. Motion passed unanimously.

C. Other Transition Matters and Approvals/Authorization, if any.

Brett Renton informed the Board that it wasn't possible to have some of the agreements or comments to agreements back today. One of the ones you specifically touched on was the OSI Agreement for what is in essence a temporary access where they'll be able to come back in and finish the specifics of the projects. That will likely have to come back to the Board in March if they continue to move forward or have dealt with the projects.

Board Director loppolo inquired of Counsel does that mean he only wants something executed prior to the expiration of the other agreement so we're either going to be ratifying something that had to be executed on an emergency basis and inquired what's better for the Authority? Do we need to try to pass something now that gives Counsel the authority to execute so you're not ratifying it. Understanding that timing is going to be an issue or are you comfortable with the ratification that will occur in the March meeting.

Brett Renton explained that if the Board is so inclined to authorize us to enter into that and trusts counsel and staff's determination that we can come up with an agreement that would actively protect the Board but having the prior approval is always better. As long as you all are comfortable, but understand from a staff perspective we don't even have a full scope of the projects that

they are anticipating moving forward with so there's a lot to be unpacked. But having the trust and the confidence for an authorization from this Board to enter into an agreement with adequate insurance from insurance indemnity, and in essence what we're saying is that OSI must continue to provide the same requirements as is in their management agreement prior as it goes forward on this project. Meaning they will indemnify the Authority they will have full insurance at those same rates and levels, they will provide adequate security measures and they will make sure that they will pay the contractor providing the performance bond etc. He's comfortable if the Board is comfortable to make such a motion, happy to address any questions so that we can get that authority now or we can bring it back in March. The point being we have in essence a 4-5 day window because we're coming back on Tuesday in March and he deferred to the Board.

Board Director Smith inquired if we have any documentation on these contracts at all.

Brett Renton replied we drafted them and sent them to OSI.

Board Director Smith clarified no the contracts that OSI has with the contractors.

Brett Renton explained we're entering into contracts with the same contractors who are going to be performing services. At least one is KONE, the other one that has been represented to us is TRANE who is going to be doing the HVAC. Again, we don't know anything other than you're going to enter into a contract with TRANE. There was a "minor hiccup" is what I've been told where OSI just stopped paying all these people, and that hiccup has been fixed is what he was told by OSI.

Board Director loppolo stated assuming they weren't paid we'd still have to get the work done and this would be a claim, so his concern is knowing how much the staff has to get done between now and February 28th that if we can reasonably alleviate some of that by a motion that adequately protects the Airport, he would think that would be in the Authority's best interest.

Board Director Miller inquired what is the status of the smoking deck.

Brett Renton explained the last discussion piece from OSI, is they are waiting on drawings or specs. OSI has stated that they have shoring over there, and on the 29th they will no longer be paying on the shoring. They have sent us in essence a \$3,000+ a month bill that we can either decide to keep or not keep moving forward with no explanation and no plans and no real backup.

Secondly, they have told me they intend to send a letter which would include plans for remediation which they may or may not depending on how the letter comes, saying that there could be an argument that some of it is maintenance issues and therefore they will tender a check for some amount of that projects value that we can then decide to cash or otherwise proceed how we may. We don't intend to accept that tender or cash. Our position for termination was quite clear, that it was OSI's obligation. We've also been told there we were supposed to have an engineering report back at the end of December, it's never been provided, and they still don't have it.

Board Director Miller asked of Counsel if they get any kind of report, drawing, specifications to do whatever into your hands before the 28th but there's not time for them to do it, can they say this is what you have and you must follow this to take care of that to get the claim of dollars and cents handled.

Brett Renton replied we will assess anything from the Airports perspective you would want to do independently of them. We'll handle that on our side and in fact that's already in the works, we're well prepared by the 29th to address what the Airport wants to do with the smoking deck.

President Martz informed the Board of another item under transition. We had some cleanup that we need to do on airline use agreements. The airline use agreements are tri-party agreements right now some of them are not in current status, she requested the Board's authorization to do whatever we need to do to get the airline agreements squared away. She requested the Boards authorization to go ahead since we won't meet again until after the transition to get those agreements.

Motion by Board Director Miller, seconded by Board Director Gregg to authorize the staff to proceed forward and execute any necessary documentation to memorialize and continue any of the non-participating use agreements that we would have with any airlines and to add any necessary changes to reflect the transition from OSI to SAA. Vote taken, none opposed. Motion passed unanimously.

5. OTHER BUSINESS

Board Director Smith inquired where are we on the terminal leases as far as the restaurants, those are all tri-party are we having to redo all the leases in the terminal.

Brett Renton explained, for the tri-party agreements, the Board authorized us to enter into an agreement with OSI as to the assignment holding over to us for all of those requirements. On the record their counsel has told him that they can't really confirm that's all the agreements and they are still looking to ensure that's all agreements. And in fairness they brought up the Park Jockey Agreement to which he'd already sent them the fact that we entered into our side agreement memorizing everything under the letter so that should go away. We hope that OSI will conclude that there is no other tri-party agreements out there. So, once

they conclude there are no other tri-party agreements hopefully, we'll get that executed and returned to us. The Board approved about 25 agreements at the last Board meeting under Consent that we had negotiated in the substantially similar forms, several have come in, and there are some other little nits that various attorneys have looked at it and brought up and an attorney at Shutts is working on those so we can have those in place by the time we take over solely. Finally, the concession agreements and SSP he feels in March the Board will see an amendment coming back before dealing with that. OSI has told us in writing that they would not be negotiating or participating in any further discussion and as you can imagine the smoking deck issue has impacted the SSP contract. Materially you will be affected in a very negative position just be prepared for it, it's one of the reasons you terminated OSI's contract so we'll be able to unpack that solely once we get past February 28th. SSP, is he thought reviewing the contract and we're working through those terms so we can bring that back fully to you, obviously it involves a substantial redrawing of their locations and problems and issues and sizes and everything associated with it. But again, for the record SAA will be impacted as we all knew in September as a result of the Notice of Termination. That will likely come back before you in the future, and in your concessions moving forward you'll have Hudson in the future that you're moving forward with.

Discussion ensued regarding Nature's Table.

President Martz noted there have been some designs. Jennifer Taylor explained they started on Sanford Tap.

Discussion ensued regarding DNO Insurance Coverage.

Brett Renton informed the Board SAA has DNO coverage that was acquired through Rick Russi, and he felt that question is better left to Rick to opine. His understanding is it's a \$5M policy currently. Also, as a government agency some of your actions are legislative in nature so there are certain immunities and arguments associated with those decisions because they are made in the public that are attended to it. He'd be happy to discuss those more one on one and he didn't want to lay out an entire legal opinion and annunciate on the record on the fly.

6. NEXT MEETING REGULAR MEETING (MARCH 5, 2024)

7. ADJOURNMENT

There being no further business, the meeting was adjourned at 9:27 a.m.

Respectfully submitted,

Nicole Martz, Esq. AICP President & CEO