The SRQ Airport Should Not Sell This Land

The Story Behind the FAA's Rejection of the Proposed Sale of Airport Land to New College of Florida—and a Path Toward Resolving the Impasse

A Documentary History of Airport Stewardship, Public Governance, and the Competing Responsibilities of Public Institutions

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Dedication

Dedicated to FAA professionals **Rebecca Henry, Keturah Clark, and Melissa Rivera-Davis**, whose professionalism, consistency, and commitment to faithfully applying federal aviation law and policy helped preserve the long-term interests of the National Airport System.

Their work throughout this controversy exemplified the highest traditions of public service: impartial administration of the law, respect for the public trust, and stewardship of public infrastructure for future generations.

These Federal Aviation Administration employees carefully reviewed the issues discussed in this book and consistently applied federal law and airport policy. Whether or not readers agree with every FAA decision, the agency's work demonstrated the value of experienced career public servants committed to their responsibilities without quickly succumbing to politically appointed senior officials.

Acknowledgments

This book could not have been written without the efforts of many people who, in different ways, contributed to the public record surrounding the SRQ Airport–New College controversy.

I would particularly like to acknowledge Kerry Sheridan of WUSF, the local NPR affiliate, whose reporting brought statewide attention to many aspects of this controversy. I also appreciate the work of Mitch Maley at The Bradenton Times, plus Emily LeCoz and Alice Herman at Suncoast Searchlight.

I am grateful to the journalists who devoted substantial time and effort to covering this controversy. Independent journalism plays an essential role in accountable government by informing the public, asking difficult questions, and preserving an accurate public record.

Any errors or interpretations contained in this book are entirely my own.

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Epigraphs

"Insanity is doing the same thing over and over again and expecting different results."

— Traditionally attributed to Albert Einstein

"The difficulty lies not so much in developing new ideas as in escaping from the old ones."

— John Maynard Keynes

"The FAA' s job is to make sure that when they approve a transaction like this, that it is good for the airport. Whether it's good for New College is not relevant. Whether it's good for the community, whether it's good for economic development, none of those are relevant considerations.”

--Aviation attorney Peter Kirsch

“The FAA did not approve unless we either get a new lease or sell the land in accordance with their procedures.”

--Airport authority President Rick Piccolo August 25, 2025 email to New College engineer regarding baseball field construction.

About This Book

This book is a documentary history based primarily on public records, Federal Aviation Administration correspondence, airport planning documents, Sarasota Manatee Airport Authority records, lease agreements, public meeting materials, statutes, maps, appraisals, emails obtained through public-records requests, and contemporaneous news reporting.

Where the documentary record establishes facts, those facts are presented as such.

Where the evidence permits differing interpretations, I identify my own professional judgment while recognizing that reasonable readers may reach different conclusions.

This book is not intended to criticize individuals for pursuing the legitimate objectives of their respective institutions. Rather, it examines whether those institutions remained faithful to the specific public responsibilities entrusted to them.

My hope is not that every reader will agree with my conclusions.

My hope is that every reader will finish this book with a deeper appreciation for airport stewardship, institutional independence, and the importance of protecting the public trust.

Preface

This book tells the story of a prolonged conflict over airport-owned land at Sarasota Bradenton International Airport (SRQ), land that had been leased for decades to New College of Florida and the State of Florida.

At first glance, the controversy appears to concern only thirty-one acres of land in Sarasota. In reality, it raises much broader questions about airport stewardship, public governance, institutional independence, federal aviation law, and the long-term responsibilities of public officials entrusted with managing public assets.

What began in 2023 as a proposed sale of airport land gradually evolved into a complex institutional conflict involving the Sarasota Manatee Airport Authority, New College of Florida, the State of Florida, the Federal Aviation Administration (FAA), local news organizations, and concerned citizens. As the dispute unfolded, it became increasingly clear that each institution was pursuing legitimate—but not always compatible—objectives.

New College sought to expand its campus.

The State of Florida sought to strengthen and transform New College.

The FAA sought to ensure compliance with longstanding federal obligations designed to protect the National Airport System.

The Sarasota Manatee Airport Authority was entrusted with protecting the long-term interests of Sarasota Bradenton International Airport.

Those differing responsibilities eventually collided over a single piece of airport-owned property.

This book examines how that happened.

It is based primarily on public records, FAA correspondence, Airport Authority documents, lease agreements, planning studies, statutes, maps, public-records requests, contemporaneous news reporting, and investigative memoranda prepared during the controversy itself. Wherever possible, the narrative relies upon documentary evidence created at the time events occurred rather than retrospective recollections.

Although I participated in the controversy as a former Director of Properties for the Airport Authority and later as a citizen raising concerns about the proposed land sale, this book is not intended as a personal account. It is a documentary history that seeks to preserve the public record and explain why the controversy developed as it did.

Readers may reach different conclusions about particular decisions described in these pages.

My hope is that every reader—whether airport commissioner, public official, journalist, attorney, aviation professional, student, or interested citizen—will finish this book with a deeper understanding of airport stewardship, the unique responsibilities of special-purpose public authorities, and the importance of protecting public assets whose value extends far beyond the present generation.

The story that follows is ultimately not about who won or lost a local dispute.

It is about how public institutions respond when legitimate public interests compete for the same public resource, and what future generations can learn from that experience.

Author's Note

This book is based primarily upon public records assembled during the SRQ Airport–New College controversy. The documentary record includes Federal Aviation Administration correspondence, Sarasota Manatee Airport Authority agendas and minutes, lease agreements, planning documents, statutes, appraisals, maps, engineering drawings, public-records requests, internal correspondence, and contemporaneous news reporting.

Throughout this book I have attempted to distinguish carefully between documented facts, reasonable inferences drawn from those facts, and my own professional judgments developed during more than four decades of experience in airport property management and airport administration.

Whenever practical, quotations are taken directly from official documents. Where events remain incomplete or continue to evolve, I have identified the status of those events as of the time this manuscript was prepared.

I participated in this controversy in several capacities. I served for thirteen years as Director of Properties for the Sarasota Manatee Airport Authority. After my retirement, I became a private citizen who questioned the proposed sale of airport-owned land to New College of Florida and submitted information to the Federal Aviation Administration concerning that proposal.

Those experiences inevitably shaped my understanding of the issues discussed in these pages. For that reason, I have attempted throughout this book to allow the documentary record to speak first, followed by my professional interpretation of its significance.

This book is not intended to be the final word on the controversy. Rather, it is intended to preserve an accurate documentary record, explain the institutional issues involved, and encourage thoughtful discussion about airport stewardship, public governance, and the long-term responsibilities of those entrusted with managing public assets.

Introduction

Why This Story Matters

Most Americans rarely think about airport land.

Passengers see terminals, airplanes, parking garages, and security checkpoints. Few realize that the future of an airport is often determined by land-use decisions made decades before they ever arrive. Once strategically located airport land is permanently lost, it is rarely replaced.

That reality explains why the controversy described in this book extends far beyond Sarasota, Florida.

At first glance, this appears to be a dispute over approximately thirty-one acres of airport-owned land leased for decades to New College of Florida. In reality, it is a case study in the governance of public institutions whose legitimate responsibilities eventually came into conflict.

New College sought additional certainty for its future expansion.

The State of Florida sought to transform and strengthen New College.

The Federal Aviation Administration sought to protect the long-term interests of the National Airport System by ensuring compliance with federal obligations accepted by the airport.

The Sarasota Manatee Airport Authority was entrusted with protecting the long-term interests of Sarasota Bradenton International Airport.

Each institution pursued objectives that were legitimate within its own sphere of responsibility.

The controversy arose because those responsibilities were not identical.

One of the central themes of this book is that public institutions should be evaluated according to the responsibilities entrusted to them. Governors, legislatures, colleges, airports, and federal agencies each exist for different purposes. Understanding those differences is essential to understanding why the participants viewed the same events so differently.

Although this story is rooted in one airport and one college, the questions it raises are universal.

How should public officials balance immediate opportunities against long-term stewardship?

How should special-purpose public authorities respond when broader political objectives affect the assets entrusted to their care?

What role should professional civil servants play when political priorities and institutional responsibilities intersect?

And what can citizens learn from one controversy that may help strengthen public governance elsewhere?

Those questions—not simply the fate of thirty-one acres of airport-owned land—are the reason this story deserves to be told.


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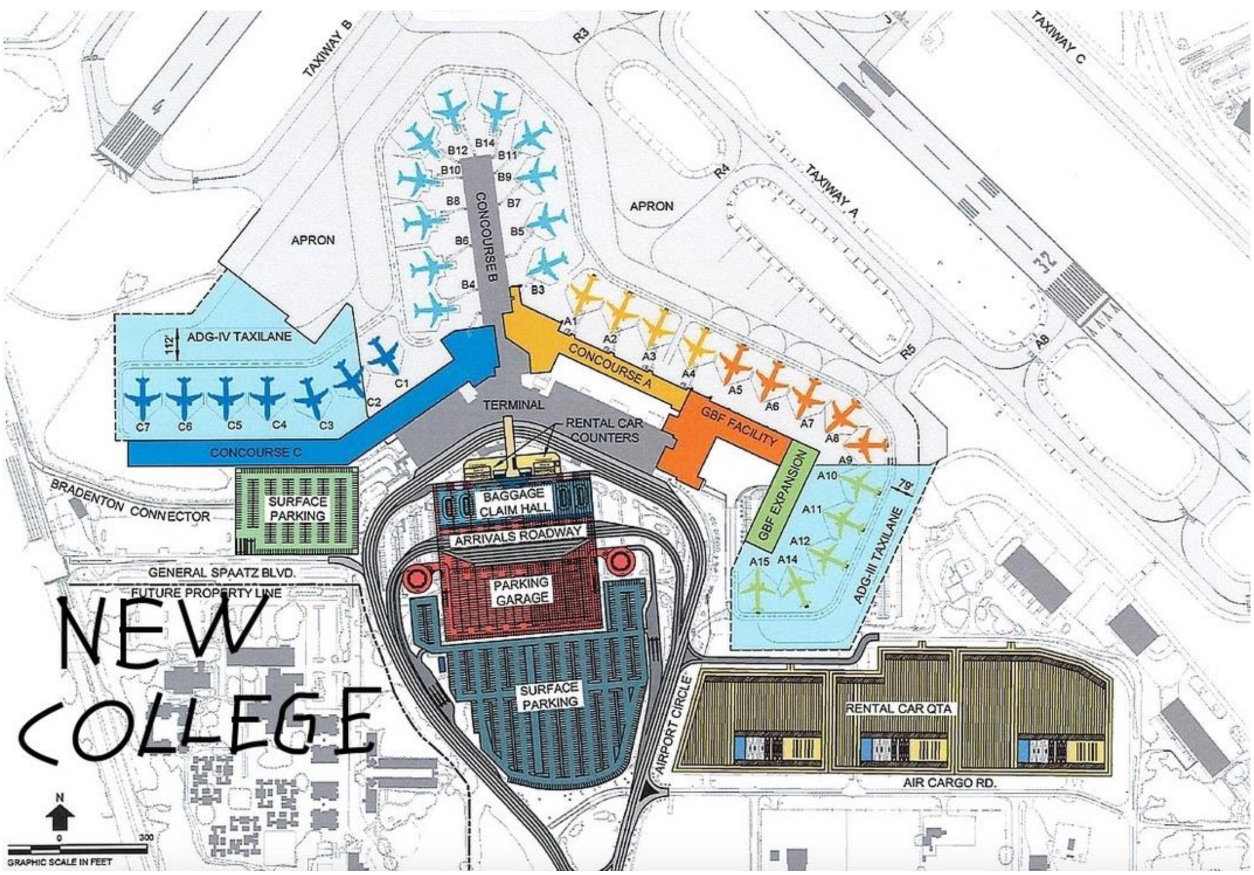
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Chapter 1

The Lease That Outlived Its Assumptions

In 1957 and 1966, the Sarasota Manatee Airport Authority entered into leases covering approximately thirty-four acres of airport-owned property. The original lease term was ninety-nine years.

At the time, the arrangement appeared to serve both institutions. Sarasota Bradenton International Airport had undeveloped land that was not then required for immediate aviation use. The educational institution developing beside the airport needed space for classrooms, student housing, and related facilities. Leasing airport property for a compatible public purpose allowed the airport to retain ownership while receiving rent and accommodating a neighboring institution.

The decision to lease the land was understandable.

The decision to lease it for ninety-nine years was not.

A Lease Longer Than the Improvements

A ninety-nine-year ground lease can appear attractive because it gives a tenant stability and encourages investment. But the physical improvements constructed on leased property rarely remain useful for anything approaching ninety-nine years.

Buildings age.

Utilities become obsolete.

Construction standards change.

Institutional needs evolve.

Facilities may require substantial renovation, replacement, or complete redevelopment long before the lease expires.

That mismatch is especially important on airport property. An airport may reasonably permit a tenant to construct improvements and occupy land long enough to recover its investment. But the lease term should remain connected to the useful life of those improvements and to the airport's continuing need for flexibility.

A ninety-nine-year lease largely eliminates that flexibility. It commits several generations of airport commissioners and airport users to a land decision made under conditions that may no longer exist.

Modern federal airport policy reflects that concern. The Federal Aviation Administration has long discouraged airport leases so lengthy that they effectively surrender meaningful control of federally obligated airport property. Lease terms are generally expected to bear a reasonable relationship to the tenant's investment and the anticipated useful life of the improvements.

The 1957 lease did not meet that standard.

A Decision Made in a Different Airport Era

The lease was negotiated when Sarasota Bradenton International Airport was far smaller than it is today.

Commercial passenger traffic was modest. Jet travel was only beginning to reshape the airline industry. The Sarasota-Bradenton region had not yet experienced the population growth, tourism, development pressure, and economic expansion that would transform Southwest Florida.

Airport officials could not have predicted the precise form that future growth would take. They could not have known what terminal facilities, roadways, parking areas, security systems, aircraft operations, or other airport uses might eventually require.

But uncertainty about the future was a reason to preserve flexibility, not to surrender it for nearly a century.

Airport property must often be held for needs that cannot yet be specifically identified. Land that appears unnecessary in one decade may become strategically important several decades later. Once long-term control has been granted to another institution, the airport may be unable to recover the property when conditions change.

That is the central weakness of the 1957 and 1966 leases.

Leasing Preserved Ownership—but Not Practical Control

The Airport Authority did make one important decision correctly: it leased the property rather than selling it.

Airport ownership remained intact.

That distinction later became critical because ownership preserved at least the possibility that the land could eventually return to airport control. A sale would have permanently transferred the property and eliminated that possibility.

But ownership without practical control has limited value.

For the duration of a long-term lease, the tenant determines how the property is occupied, improved, and integrated into its larger institution, subject to the terms of the agreement. As decades pass, buildings, roads, utilities, and institutional expectations can make the tenant's presence appear permanent even when the airport remains the legal owner.

That is what occurred here.

Over time, the leased land became physically and functionally integrated into the New College campus. What began as an arrangement for the temporary use of airport property came to be treated by many people as though the land naturally belonged to the college.

Legally, it did not.

The property remained part of the airport.

Why the Lease Attracted Little Attention

For many years, the lease caused few visible problems.

The airport had sufficient land for its immediate needs. The college occupied the property without creating a major operational conflict. Both institutions developed, and the arrangement remained largely outside public attention.

That long period of apparent stability made the lease seem more successful than it actually was.

The underlying problem was merely deferred.

The lease did not contain a practical mechanism for responding to changes that might occur over the course of a century. It assumed that land committed in 1957 could remain under substantially the same control until 2056 without seriously impairing the airport's future choices.

That was an extraordinary assumption.

As long as the airport did not need the property, the defect remained largely invisible. Once airport growth and institutional expansion brought both parties' interests into conflict, the consequences of the ninety-nine-year term became clear.

Two Institutions, One Property

Airport facilities continued to grow.

Airline passenger traffic increased dramatically starting in 2018 when Southwest Airlines and Allegiant Airlines began service.

New College also changed, especially after 2023 when the State of Florida announced plans to expand the student population.

Its campus expanded, its facilities became more established, and its interest in securing permanent control of the leased property increased. At the same time, the airport's need to preserve terminal-area options became more important as passenger traffic, parking demand, roadway requirements, and other development pressures intensified.

The conflict was therefore not created by a sudden disagreement over an ordinary parcel of land.

It was created by a lease that allowed one public institution to occupy another public institution's property for nearly a century.

By the time the controversy became public, the competing expectations were deeply established.

New College viewed the property as part of its campus.

The Airport Authority remained the owner.

The Federal Aviation Administration viewed the land through the separate lens of federal airport obligations and future aviation need.

Those perspectives would eventually collide.

The Lease Failed

The 1957 and 1966 leases should not be judged solely by whether they served a useful purpose during their early decades. It must also be judged by whether it protected the airport against reasonably foreseeable changes over the full term of the agreement.

It did not.

The leases committed airport land for far longer than the likely useful life of the tenant's improvements. It restricted future airport flexibility. It encouraged the leased property to become permanently integrated into another institution. And it postponed the consequences of the original decision until later generations were forced to address them.

A shorter lease—perhaps fifty or sixty years—would still have provided substantial security to the tenant. It also would have allowed the Airport Authority to reconsider the property's future at a time more closely aligned with the life cycle of the original improvements and the airport's changing needs.

Instead, the lease extended until 2056.

The controversy described in this book is therefore not simply the result of growth or changing political priorities. It is also the delayed consequence of excessively long land commitments made in 1957 and 1966.

The leases outlived the buildings, planning assumptions, institutional expectations, and airport conditions that originally supported it.

That failure created the problem inherited by everyone who came later.

Chapter 2

Why Airport Authorities Exist

Many readers assume that public airports operate like cities, counties, or school districts. They do not.

Commercial airports are among the nation's most important public infrastructure. They require long-term planning, substantial financial investment, and compliance with an extensive body of federal law and regulation. For that reason, many airports are governed by independent airport authorities whose sole responsibility is to operate and preserve the airport.

That distinction is essential to understanding the events described in this book.

The controversy at Sarasota Bradenton International Airport was not simply a disagreement over thirty-some acres of land. It was a conflict between institutions with different missions, different legal responsibilities, and different measures of success.

A Special-Purpose Government

The Sarasota Manatee Airport Authority is a special-purpose government.

Unlike a city or county, it does not operate schools, collect household garbage, or maintain streets and neighborhood parks. Its purpose is much narrower.

It exists to own, operate, improve, and preserve Sarasota Bradenton International Airport.

Everything the Airport Authority does should advance that mission.

It constructs runways and taxiways.

It develops terminal facilities.

It leases airport property.

It maintains infrastructure.

It plans for future aviation needs.

It protects the financial health of the airport.

Its responsibility is not to maximize economic development throughout the community, nor to advance higher education, tourism, housing, or other worthwhile public objectives. Those responsibilities belong to other governmental institutions.

The Airport Authority exists for one reason: stewardship of the airport.

Stewardship Rather Than Ownership

Airport commissioners do not own the airport.

They serve as temporary stewards of a public asset that must continue serving future generations.

Unlike many public decisions, airport decisions often have consequences lasting fifty years or more.

A runway may remain in service for decades.

Terminal buildings may be expanded repeatedly over their useful lives.

Land decisions may determine whether future airport improvements remain possible long after the commissioners who approved those decisions have left office.

For that reason, airport commissioners should think beyond immediate political pressures and current public preferences. They must ask a different question:

Will this decision leave future airport leaders with more options—or fewer?

That question lies at the heart of responsible airport governance.

Professional Airport Management

Most airport commissioners serve part-time.

They are often experienced business leaders, attorneys, accountants, engineers, or civic leaders who bring valuable judgment to public service.

Professional airport staff provide the technical expertise.

Airport executives oversee operations.

Airport planners prepare long-range development plans.

Engineers design infrastructure.

Finance professionals manage complex revenue systems.

Environmental specialists ensure regulatory compliance.

Property managers negotiate leases and protect airport real estate interests.

Legal counsel advises on statutory and contractual obligations.

These professionals devote their careers to understanding an industry governed by highly specialized operational, financial, and regulatory requirements.

The governing board establishes policy.

The professional staff provides expertise and implements those policies.

Good airport governance depends upon both.

Federal Responsibilities

Commercial airports occupy a unique position in American government.

Although most airports are owned by local or regional public agencies, they also participate in the National Airport System.

Over many decades, Congress has invested billions of dollars in airport development through federal grant programs.

In exchange, airport sponsors agree to comply with continuing obligations administered by the Federal Aviation Administration.

These obligations, commonly known as Grant Assurances, require airport sponsors to preserve the airport for public aviation purposes, operate it without unjust discrimination, maintain it safely, and protect federally obligated airport property.

These obligations do not disappear when grant funds are spent.

They continue for as long as the airport remains federally obligated.

Consequently, airport land cannot be managed in the same manner as ordinary municipal real estate.

The Federal Aviation Administration has an independent responsibility to ensure that airport sponsors continue meeting these obligations regardless of local political preferences.

Different Institutions, Different Missions

Every institution discussed in this book pursued legitimate objectives.

New College sought to strengthen and expand its campus.

The Governor and Legislature pursued statewide educational policy.

Local elected officials sought economic development and community improvement.

The Airport Authority was responsible for protecting the long-term interests of the airport.

The Federal Aviation Administration was responsible for protecting the National Airport System.

These objectives frequently complement one another.

Occasionally, however, they collide.

When they do, each institution should remain faithful to its own mission rather than attempting to accomplish another institution's responsibilities.

That principle became increasingly important as both the airport and New College expanded.

The Importance of Institutional Independence

Independent airport authorities were created for a reason.

Airport decisions often involve long planning horizons, significant financial commitments, and specialized technical considerations that extend well beyond ordinary political cycles.

An airport authority should therefore make decisions based upon what best serves the airport over the coming decades—not what may be politically attractive today.

That independence protects more than the airport itself.

It protects airlines that invest in airport facilities.

It protects businesses that depend upon reliable air transportation.

It protects communities whose economic vitality depends upon a successful airport.

Most importantly, it protects future generations who will inherit the airport after today's public officials have completed their service.

Looking Ahead

The principles described in this chapter provide the framework for understanding everything that follows.

The controversy at Sarasota Bradenton International Airport did not begin because anyone questioned the value of higher education or the importance of New College.

It began because two public institutions, each pursuing legitimate objectives, eventually required control of the same airport-owned property.

Resolving that conflict required more than political influence or public support.

It required determining which institution had the legal responsibility—and ultimately the obligation—to decide the future of federally obligated airport land.

That question became the defining issue of the controversy described in the chapters that follow.

Chapter 3
When Growth Changed Everything

For more than sixty years, the 1957 and 1966 leases attracted relatively little public attention.

The airport continued to grow.

The college continued to educate students.

Although the lease remained unusually long, it created few visible conflicts because neither institution required fundamentally different uses of the property.

That changed during the twenty-first century.

The controversy described in this book did not result from a single decision or a single event. It developed as two independent trends gradually converged upon the same thirty-one acres of airport-owned land.

One trend was the remarkable growth of Sarasota Bradenton International Airport.

The other was the transformation of New College of Florida.

By 2023, those competing trends had become impossible to ignore.

A Rapidly Growing Airport

Sarasota Bradenton International Airport experienced steady growth for many years but beginning in 2018 its expansion accelerated dramatically.

Passenger traffic increased at one of the fastest rates among commercial airports in the United States.

Southwest Airlines and Allegiant Airlines entered the market.

Existing airlines added destinations and frequencies.

Terminal facilities became increasingly crowded.

Parking demand expanded.

Roadways required improvement.

Every additional passenger placed greater demands on airport infrastructure.

Growth also affected long-range planning.

Airport managers and planners had to consider not only today's operational needs but those anticipated twenty or thirty years into the future. Land that once appeared surplus now represented future opportunities for terminal expansion, roadway improvements, parking, commercial development, and other airport-supporting uses.

The airport was becoming a victim of its own success.

Its greatest challenge was no longer attracting passengers.

It was finding sufficient space to accommodate them.

A New Direction for New College

While the airport was growing, New College also entered a period of profound change.

For many years, the college had remained a relatively small public liberal arts institution.

That changed in 2023.

The Governor of Florida appointed a new Board of Trustees with a mandate to transform the college. State leaders announced ambitious plans to increase enrollment, expand campus facilities, add intercollegiate athletics, and redefine the institution's role within Florida's system of higher education.

Those objectives required additional land, new buildings, and long-term certainty regarding the future of the campus.

From the college's perspective, the airport property it had occupied for decades naturally became part of those plans.

The lease no longer represented merely a long-term occupancy agreement.

It became central to the college's vision for its future.

Two Institutions Needed the Same Property

By 2023, the interests of the airport and the college had begun to overlap.

The airport increasingly viewed the leased property as strategically important for future terminal-area development.

The college increasingly viewed the same property as essential to its long-term campus expansion.

Neither institution had created this conflict intentionally.

Both were responding to legitimate changes in their own circumstances.

The airport was doing what successful airports are expected to do—planning for future aviation demand.

The college was doing what growing educational institutions are expected to do—planning for future academic and student needs.

The difficulty was that both plans depended upon the same land.

The Proposal That Changed the Debate

Faced with these competing objectives, the Sarasota Manatee Airport Authority chose an approach that fundamentally changed the discussion.

Rather than preserving the long-standing lease arrangement, the Airport Authority proposed selling the leased airport property to New College.

That proposal represented a major departure from decades of airport stewardship.

The issue was no longer simply how airport land should be leased.

It became whether federally obligated airport land should be permanently removed from airport ownership.

Once that proposal emerged, the controversy extended far beyond Sarasota.

The Federal Aviation Administration became directly involved because federal law and airport grant obligations govern the disposal of airport property.

The question was no longer one of local preference or state policy.

It became a question of federal airport compliance.

Similar and Different Perspectives

The proposed sale of airport land revealed that the initial participants viewed the property through similar political lenses.

New College saw land that had functioned as part of its campus for decades and that it hoped to control permanently.

State officials saw an opportunity to strengthen and expand one of Florida's public colleges.

The Airport Authority sought a solution to satisfy local and state political leaders.

The Federal Aviation Administration viewed the issue differently.

Its responsibility was not to evaluate educational policy, local and state politics, or institutional aspirations.

Its responsibility was to determine whether federally obligated airport property could lawfully be removed from the SRQ airport while preserving the long-term interests of the National Airport System.

Those different perspectives shaped every decision that followed.

An Avoidable Conflict

Looking back, the conflict appears less surprising than it may have seemed at the time.

The airport's growth was foreseeable.

Southwest Florida's population growth was well underway.

Commercial aviation continued to expand.

Likewise, educational institutions naturally evolve over time.

The underlying problem was not that either institution grew.

The problem was that long term leases postponed difficult decisions until both institutions simultaneously needed the same property.

Had the lease terms been shorter, the Airport Authority and the college could have reconsidered the property's future decades earlier, when changing conditions first became apparent.

Instead, the question remained unresolved until it evolved into a major public controversy.

The Story Begins

By 2023, what had once been obscure lease agreements had become the focus of public debate.

The Airport Authority, New College, the Governor's Office, the Florida Legislature, the Federal Aviation Administration, local governments, news organizations, and members of the public would all become involved.

The decisions that followed would determine not only the future of thirty-some acres of airport land, but also the relationship between local airport governance, state political priorities, and federal airport oversight.

That is the story told in the chapters that follow.

Chapter 4

A New Direction for New College

The long-standing relationship between Sarasota Bradenton International Airport and New College of Florida entered an entirely new phase in early 2023.

For decades, the college had occupied airport-owned property under long-term leases with relatively little public controversy. Although the lease remained important to both institutions, it rarely attracted statewide attention.

That changed dramatically when Governor Ron DeSantis and the State of Florida announced a new direction for New College in early 2023.

The Governor appointed a new Board of Trustees, selected new leadership, and publicly described his intention to transform New College into a nationally recognized public liberal arts institution reflecting a different educational philosophy than that which had previously characterized the college.

These actions were widely reported and openly discussed by state officials. The transformation of New College became one of the most visible higher education initiatives undertaken by the State of Florida during this period.

The college's physical campus quickly became an important part of that vision.

Expansion Becomes a Priority

As the State invested additional attention and resources in New College, long-term control of the leased airport property assumed greater importance.

The existing leases provided continued use of the property, but they did not provide permanent ownership.

From the college's perspective, obtaining greater certainty over the future of the campus was an understandable institutional objective.

Permanent ownership would eliminate future uncertainty.

Alternatively, a substantially extended lease could provide similar long-term stability while allowing the Airport Authority to retain ownership.

Both approaches were discussed at various times during the controversy.

The college's interest in securing greater long-term control of the property was therefore consistent with its broader plans for institutional growth.

Different Institutions, Different Missions

The fact that New College sought greater control of the property should not be surprising.

Universities routinely seek opportunities to strengthen their campuses, expand their facilities, and reduce uncertainty regarding land they occupy.

In my judgment, New College was acting consistently with its own institutional interests, but perhaps more aggressively than would normally be expected.

The Airport Authority, however, occupied a fundamentally different position.

Its responsibility was not to maximize New College's opportunities.

Its responsibility was to determine whether permanently transferring ownership—or otherwise reducing future airport flexibility—served the long-term interests of Sarasota Bradenton International Airport.

Those responsibilities were different.

Recognizing that distinction is essential to understanding the controversy that followed.

The Airport Authority's Response

As discussions continued, Airport Authority leadership became increasingly supportive of New College's objective of obtaining greater long-term control of the leased property.

The Authority eventually sought FAA approval to sell approximately thirty-one acres of airport-owned land to New College.

When the FAA declined to approve the sale, attention later shifted toward extending the lease term by 20 years rather than transferring ownership.

Both proposals were intended to provide the college with greater long-term certainty.

From the Airport Authority's perspective, these actions reflected a willingness to accommodate New College's requests.

From the FAA's perspective, they raised broader questions concerning airport property stewardship and continuing federal obligations.

Those differing perspectives would soon become the central issue.

Stewardship and Accommodation

Throughout this controversy, I came to distinguish between cooperation and stewardship.

Public institutions should cooperate whenever their responsibilities permit.

Airports and colleges can work together successfully.

Cooperation, however, differs from granting preferential accommodations or exceptions to normal landlord practices when those accommodations may affect the long-term interests of the airport.

The documentary record shows that New College consistently sought greater long-term control of the leased property.

I do not fault the college for pursuing that objective.

It was acting in what it perceived to be its own institutional interest.

The more difficult question was whether the Airport Authority should have granted those requests.

That question belongs not to New College, but to the Airport Authority and its governing board.

A Special-Purpose Government

One reason this controversy became so difficult is that airport authorities are frequently misunderstood.

Unlike cities or counties, airport authorities are not general-purpose governments charged with balancing every local public interest.

They are special-purpose governments entrusted with a specific public mission.

Their fiduciary responsibility is to preserve and develop the airport entrusted to their care.

Airport commissioners may reasonably believe that helping another public institution benefits the local community.

Indeed, some commissioners may sincerely conclude that expanding New College serves important regional interests.

Those views are understandable.

The challenge arises when those broader community objectives require an airport authority to take actions that may conflict with its primary stewardship responsibilities.

When that occurs, airport commissioners face a difficult but fundamental question:

Should an airport authority advance broader community objectives, or should it remain focused on the specific public trust for which it was created?

That question lies at the heart of this book.

Looking Ahead

By 2023, the circumstances surrounding the original 1957 and 1966 leases had changed dramatically.

The airport had become one of Florida's fastest-growing commercial airports.

New College had become the focus of a major statewide initiative that was controversial.

The Airport Authority supported transferring greater long-term control of airport-owned property to the college.

The FAA had not yet spoken.

The answer that eventually came from the FAA would reshape the controversy and establish the framework for everything that followed.

Chapter 5

The Proposal to Sell Airport-Owned Land

By 2023, discussions between the Sarasota Manatee Airport Authority and New College of Florida had moved beyond the routine administration of a long-term lease.

The Airport Authority proposed a far more significant action.

It asked the Federal Aviation Administration for permission to sell approximately thirty-one acres of airport-owned property that had been leased to New College for decades.

Because Sarasota Bradenton International Airport had accepted federal grants over many years, the Airport Authority could not simply sell airport-owned land on its own authority. Federal law and the Airport Sponsor Grant Assurances required FAA approval before airport property subject to federal obligations could be permanently released from those obligations.

The proposed transaction therefore became a federal matter as well as a local one.

The Airport Authority's Position

The Airport Authority argued to the FAA that the property was no longer needed for present or foreseeable airport purposes and that selling the land would resolve a long-standing issue while allowing New College to expand with greater certainty.

From the Authority's perspective, the proposal offered several potential advantages.

It would eliminate uncertainty surrounding the leased property.

It would provide financial compensation to the airport.

It would support another important public institution within the community.

These objectives were presented as compatible with the Airport Authority's broader relationship with New College.

The proposal therefore reflected the Authority's conclusion that permanent ownership by the college would not adversely affect the airport's future.

Why FAA Approval Was Required

Many local observers assumed that the Airport Authority, as owner of the property, could simply decide whether to sell it.

That assumption overlooked an important principle of federal airport law.

Commercial airports that accept federal assistance agree to preserve airport property for airport purposes unless the FAA determines that specific property is no longer needed for the present or foreseeable needs of civil aviation.

The FAA's responsibility is not to decide whether another public use is worthwhile.

Its responsibility is to determine whether releasing airport property from federal obligations would be consistent with protecting the National Airport System.

That distinction proved to be decisive.

The proposed purchaser was not the issue.

The proposed disposition of airport-owned property was.

A Question of Stewardship

From my professional perspective, the proposal represented more than a routine real estate transaction.

It raised a fundamental question of airport stewardship.

For decades, the Airport Authority had preserved ownership of the property while allowing New College to use it under long-term leases.

That approach balanced the interests of both institutions.

The proposed sale would permanently change that relationship.

Once ownership passed from the Airport Authority to another entity, the airport would lose the flexibility that ownership provides.

Even if the property continued to be used by New College for educational purposes, future airport commissioners would no longer possess the ability to respond to changing airport needs through ownership of the land.

That difference between **leasing** and **selling** became one of the defining issues of the controversy.

The Documentary Record

As the proposal advanced, numerous public documents were sent to me.

Airport planning materials.

Correspondence with the FAA.

Appraisals.

Each document added another piece to the developing record.

Taken together, they reveal a controversy that was considerably more complex than many public discussions suggested.

The central issue was never whether New College served an important public purpose.

It clearly did.

The central issue was whether permanently transferring ownership of federally obligated airport property satisfied the standards required for FAA approval.

Only the FAA possessed authority to answer that question.

A Decision Approaches

Once the Airport Authority formally requested FAA approval, the controversy entered a new phase.

The discussion was no longer limited to local officials, airport commissioners, or college administrators.

The matter became a federal administrative decision governed by statutes, regulations, grant assurances, FAA policy, and the agency's responsibility to protect the long-term interests of the National Airport System.

The documentary record had been assembled.

The proposal had been submitted.

The FAA would now determine whether the Airport Authority had demonstrated that the property was no longer needed for present or foreseeable airport purposes.

Its answer would reshape the entire controversy.

My Professional Perspective

During my career in airport property management, I worked with airports in California that had little or no undeveloped land remaining.

Some airports had reached their physical limits.

Others faced aircraft operation limits, passenger capacity constraints, or surrounding urban development that made expansion extremely difficult.

At several airports, constructing a new facility required demolishing an existing one because no vacant land remained.

Those experiences permanently influenced my thinking about airport property.

Unused airport land is not necessarily surplus land.

Often it represents future flexibility—an opportunity to accommodate needs that cannot yet be predicted.

Once airport land is permanently transferred to another owner, that flexibility is usually lost forever. It means that such decisions deserve careful consideration because they may affect an airport for generations.

Chapter 6

The FAA Says No

On April 10, 2024, the Federal Aviation Administration issued the decision that fundamentally changed the course of the controversy.

The Sarasota Manatee Airport Authority had requested FAA approval to sell approximately thirty-one acres of airport-owned property leased to New College of Florida.

The FAA declined the request.

Although the determination disappointed Airport Authority officials and New College supporters, the letter itself was neither political nor confrontational.

It was a professional administrative decision applying long-established federal law, FAA policy, and the continuing obligations accepted by airport sponsors that receive federal assistance.

The significance of the letter lay not in its length but in its conclusion.

The FAA determined that the Airport Authority had not demonstrated that the property was no longer needed for present or foreseeable airport purposes.

Without that finding, the agency could not authorize the permanent release of the property from its federal obligations.

The proposed sale therefore could not proceed.

A National Perspective

Many local observers viewed the controversy primarily through the lens of Sarasota and New College.

The FAA viewed it differently.

Its responsibility extended far beyond a single airport or a single state.

The agency's obligation was to protect the long-term interests of the National Airport System and to apply federal standards consistently among thousands of federally obligated airports.

Whether the proposed purchaser was a college, a municipality, a private business, or another governmental entity was not the controlling issue.

The question before the FAA was much narrower:

Had the Airport Authority demonstrated that the property was no longer needed for present or foreseeable airport purposes?

The agency concluded that it had not.

What the Letter Did Not Say

The April 10 determination did **not** criticize New College.

It did **not** question the educational value of the college.

It did **not** oppose the State of Florida's plans for the institution.

Nor did it suggest that airports should never dispose of airport property.

Instead, the FAA addressed one specific issue:

Whether the Airport Authority had satisfied the federal requirements necessary to permanently release the property from airport obligations.

That distinction is important.

The FAA's role was not to evaluate educational policy.

Its role was to evaluate airport stewardship under federal law.

A Different Standard

Throughout the controversy, I often encountered the same question:

"If the land is already being used by New College, why shouldn't the college own it?"

From a local perspective, that question appears reasonable.

From the FAA's perspective, however, ownership and use are not the same.

The property was already serving the college's educational mission under a long-term lease.

The proposed sale would permanently transfer ownership and remove future airport flexibility.

The FAA evaluated the consequences of that permanent change rather than the day-to-day activities already occurring on the property.

That distinction explains much of the apparent disagreement between local expectations and the federal decision.

Consistency Rather Than Politics

One of the most important conclusions I reached while studying the FAA's response was that the agency approached this matter as it approaches airport property decisions across the country.

The FAA did not invent new federal standards for Sarasota.

It applied existing federal standards to Sarasota.

That consistency is essential to maintaining confidence in a national regulatory system.

If federal standards varied according to local political priorities, airport sponsors throughout the United States would have little certainty regarding their continuing obligations.

Consistency therefore became one of the strongest characteristics of the FAA's response.

The Decision's Immediate Effect

The FAA's determination ended the proposed sale.

It did not end the controversy.

Airport officials, New College representatives, and state officials continued exploring alternatives that might achieve many of the same objectives without requiring approval of the original proposal.

Attention gradually shifted from permanent ownership to the possibility of substantially extending the existing lease.

Although that approach differed legally from the proposed sale, it raised many of the same stewardship questions regarding long-term control of airport-owned property.

The controversy therefore entered a new phase rather than reaching its conclusion.

The Broader Lesson

The April 10, 2024 determination illustrates an important principle of airport governance.

Airport authorities make decisions regarding the management of their airports.

The FAA ensures that those decisions remain consistent with federal obligations voluntarily accepted by airport sponsors when they accept federal funding.

Most of the time, those responsibilities complement one another.

Occasionally, they diverge.

When they do, the FAA serves as the final administrative authority regarding compliance with federal airport requirements.

That is precisely what occurred in this case.

The FAA did not decide whether expanding New College was desirable.

It decided whether the proposed disposition of federally obligated airport property satisfied federal requirements.

Those are fundamentally different questions.

My Professional Perspective

One observation remained constant throughout this controversy.

The FAA professionals responsible for reviewing the Airport Authority's request approached the matter with remarkable consistency.

Their correspondence reflected neither political advocacy nor institutional rivalry.

Instead, it demonstrated careful adherence to federal requirements governing airport property.

Whether one agrees with the ultimate decision or not, the professionalism displayed by the FAA staff deserves recognition.

Throughout the controversy, they remained focused on the same question:

What best protects the long-term interests of the National Airport System?

That consistency is why I dedicated this book to the career FAA professionals who handled this matter.

Chapter 7

Documented Examples

Overview

The previous chapters described how the SRQ–New College controversy developed. This chapter presents seven documented examples drawn from the public record. Together they explain the principal decisions, FAA responses, and institutional choices that shaped the controversy before concluding with my proposed framework for resolving it.

<u>Documented Example 1</u>

The 1957 and 1966 Leases

"The original lease document was only five pages long and lacked common provisions normally found in long-term commercial ground leases."

Background

The controversy surrounding the proposed sale of airport land to New College of Florida did not begin in 2023. Its origins can be traced to two lease agreements executed more than six decades earlier.

In October 1957, the Sarasota Manatee Airport Authority entered into a 99-year ground lease covering approximately eighteen acres of airport property. The lease was originally intended to support construction of a commercial shopping center, a project that was never built. In 1962, the leasehold interest was assigned to the newly established New College of Florida.

Four years later, in 1966, the Airport Authority entered into a second lease covering approximately 13.5 additional acres immediately adjacent to the original leasehold. Together, the two leases ultimately encompassed approximately thirty-two acres of airport-owned land that became New College's East Campus.

For decades, the arrangement attracted relatively little public attention. The college occupied the property, the airport continued operating and expanding around it, and the leases generated modest revenue. What appeared to be a stable relationship eventually became the foundation of a controversy.

Documentary Record

The 1957 lease consisted of only five pages. The lease omitted many provisions that today are commonly found in long-term commercial airport ground leases. Among the protections that were absent or underdeveloped were detailed maintenance obligations, periodic rent adjustments, approval procedures for future improvements, and other provisions designed to protect the landlord during a lease extending nearly a century.

When the Airport Authority negotiated the second lease in 1966, it used a considerably more sophisticated document. The 1966 agreement incorporated provisions that better protected the Airport Authority, including periodic rent adjustments, approval rights over future improvements, clearer maintenance obligations, reversionary rights for buildings and improvements at the end of the lease, and an avigation easement.

Instead of replacing the original lease with a single modern agreement covering the entire property, however, the Airport Authority chose to maintain two separate leases that expired on the same date and governed contiguous parcels occupied by the same tenant. The documentary record does not explain why this approach was selected but it now appears to be a mistake.

The FAA's later review of the New College lease history also noted several opportunities over the decades—including lease revisions around 1988—when the Airport Authority could have renegotiated or modernized portions of the lease relationship but did not.

Departure from Normal Landlord Practice

Based upon my career managing airport property, a prudent airport landlord would ordinarily seek to simplify—not complicate—its lease administration by consolidating contiguous properties occupied by the same tenant into a single modern lease whenever the opportunity arose.

The documentary record I reviewed does not explain why the Airport Authority chose to maintain two separate leases instead of replacing them with a single comprehensive agreement. Regardless of the reason, maintaining two leases governing adjacent parcels occupied by the same tenant differed from the approach I would normally expect of a prudent airport landlord. Consolidating the leases would have extended the stronger protections contained in the 1966 lease to the entire leasehold and simplified long-term lease administration.

Why It Matters / Stewardship Question

These leases deserve attention because they shaped every important decision that followed. When the State of Florida sought to expand New College decades later, both the Airport Authority and the FAA were constrained by a legal framework created in the 1950s and 1960s. The controversy over selling airport land therefore cannot be understood without first understanding how these leases were structured.

Long-term public leases often outlive the people who negotiate them, leaving future officials to work within agreements created for circumstances that no longer exist. Whether the Airport Authority should have modernized and consolidated these leases when opportunities arose is a question readers may answer differently. My purpose is to explain why, in my professional judgment, these two leases established the legal and contractual framework that shaped every significant decision examined in the chapters that follow.

Documented Example 2

Failure to Fully Exercise the Airport Authority's Existing Lease Rights

"The Airport Authority already possessed substantial contractual rights under its existing leases before seeking to sell airport-owned land."

Background

Long before the Sarasota Manatee Airport Authority sought FAA approval to sell airport-owned land to New College of Florida, it already possessed significant contractual rights under the existing 1957 and 1966 lease agreements. Those rights had accumulated through the original leases and subsequent amendments, providing the Airport Authority with numerous tools for managing its relationship with its tenant.

As owner of the property, the Airport Authority was not limited to choosing between maintaining the status quo and selling the land. Between those alternatives lay a wide range of contractual rights that could have been exercised through lease enforcement, negotiation, or amendment.

Understanding those existing rights is important because they shaped the options available to the Airport Authority before it pursued the extraordinary step of requesting FAA approval to permanently dispose of federally obligated airport property.

Documentary Record

By 2023, New College had publicly acknowledged tens of millions of dollars in deferred maintenance affecting buildings located on airport-owned land. The deterioration of the Pei Dormitories, which were ultimately closed because of mold-related conditions, illustrated the growing maintenance problems associated with the aging campus.

The leases, however, required the tenant to maintain the premises in good condition. These maintenance obligations were not merely housekeeping provisions. They protected the Airport Authority's long-term reversionary interest in the buildings and other improvements that would eventually revert to Airport Authority ownership when the leases expired. The Airport Authority had accepted relatively low rental payments for decades in part because the improvements were expected to be returned in usable condition at the end of the lease term.

The FAA has since recognized that extremely long non-aeronautical leases can create situations in which buildings deteriorate, maintenance becomes economically irrational, and airport land remains committed to non-aeronautical use long after the original public purpose has changed. The FAA's later refusal to approve the proposed land sale reflected its continuing concern that federally obligated airport property remain available for future aviation purposes rather than becoming permanently committed to non-aeronautical use.

In addition to its maintenance rights, the Airport Authority possessed several other forms of contractual leverage. These included the ability to issue notices of default for failure to maintain the premises, negotiate increased rent, negotiate an accelerated lease termination, insist upon execution of the already negotiated avigation easement, and pursue lease amendments that preserved public ownership while addressing New College's evolving needs. The parties' later effort to draft a consolidated lease amendment demonstrates that meaningful lease negotiations remained possible without transferring ownership of airport land.

Departure from Normal Landlord Practice

In my experience managing airport property, a prudent airport landlord ordinarily seeks to make full use of the contractual rights already available before pursuing extraordinary alternatives such as selling publicly owned airport land.

The Airport Authority possessed significant negotiating leverage, including:

- enforcement of tenant maintenance obligations;
- issuance of notices of default and, if necessary, lease termination procedures;
- demands for specific corrective actions;
- negotiation of increased rental payments;
- negotiation of an accelerated lease termination date;
- execution of the already negotiated avigation easement; and
- negotiation of other lease amendments that preserved airport ownership while accommodating New College's legitimate long-term needs.

The documentary record I reviewed does not indicate that these contractual rights were fully employed before the Airport Authority sought FAA approval to sell airport-owned land. In my professional judgment, exercising these rights first would have strengthened the Airport Authority's negotiating position while preserving public ownership of the property. Those existing contractual rights should have formed the foundation for serious negotiations years before the proposed land sale.

Why It Matters / Stewardship Question

The significance of this example extends beyond the dispute between the Airport Authority and New College.

Public agencies frequently negotiate with long-term tenants occupying publicly owned property. Effective stewardship generally begins by making full use of the legal rights and responsibilities that already exist before pursuing extraordinary remedies such as permanently disposing of public assets.

Whether the Airport Authority should have relied more extensively upon its existing contractual rights before requesting FAA approval to sell airport-owned land is a question readers may answer differently. In my professional judgment, those rights provided substantial negotiating leverage that was never fully explored. The documentary record suggests that meaningful negotiations could have occurred while preserving public ownership of the property.

Documented Example 3

Attempt to Sell Airport Property Before Obtaining FAA Approval

"The Airport Authority negotiated and approved a Purchase and Sale Agreement before obtaining the Federal Aviation Administration's approval to release the airport land from its federal obligations."

Background

For decades, the Airport Authority administered New College's occupancy of approximately thirty-two acres of airport-owned land under long-term lease agreements. That relationship changed dramatically in 2023 after the State of Florida announced an ambitious plan to expand New College of Florida.

Rather than relying solely upon its existing contractual relationship with New College, the Airport Authority began pursuing a fundamentally different objective: the permanent transfer of ownership of airport land to the State of Florida. Because the property was part of a federally obligated airport, that objective could not be accomplished without prior approval from the Federal Aviation Administration.

The decision to pursue a land sale represented a significant departure from the Airport Authority's long-standing role as steward of publicly owned airport property.

Documentary Record

During 2023, the Airport Authority and representatives of the New College negotiated a Purchase and Sale Agreement covering approximately thirty-one acres of airport-owned land leased to New College. The agreement established proposed terms and conditions for transferring ownership of the property, subject to approval by the Airport Authority, the State of Florida, and the Federal Aviation Administration.

The Airport Authority Board approved the Purchase and Sale Agreement before receiving the FAA's decision on whether the property could be released from the federal obligations that applied to federally assisted airport land. The proposed transaction therefore remained contingent upon FAA approval before it could become effective.

As part of the proposed transaction, the Airport Authority obtained appraisals intended to establish the fair market value of the land and associated property interests. Those appraisals formed the basis for the negotiated purchase price presented to the Airport Authority Board and later submitted to the FAA as part of the request for approval of the proposed land release.

Appraisal and Sale Price Issues

As I reviewed the appraisal reports, the Purchase and Sale Agreement, and related transaction documents, I concluded that several important valuation questions remained unresolved. Among them were whether the appraisals adequately reflected the Airport Authority's future ownership interest in the buildings and other leasehold improvements that would revert to the Airport Authority when the leases expired, whether all property rights associated with the transaction had been properly identified and valued, and whether portions of the proposed Purchase and Sale

Agreement remained sufficiently incomplete that the appraisal could not fully evaluate every element of the transaction. I documented these concerns in written analyses and correspondence submitted during the FAA's review of the proposed sale, where they became part of the broader record considered during the federal evaluation.

The FAA's subsequent correspondence indicates that appraisal methodology became one of the subjects reviewed during the federal evaluation. In later guidance concerning future proposals affecting the New College leasehold, the FAA advised that a new certified Review Appraisal would be required, prepared in accordance with current FAA appraisal standards, before an appropriate lease rate or sale price could be established.

The FAA subsequently reviewed the Airport Authority's request together with the supporting documentation and issued its determination on April 10, 2024. That determination is discussed in the next documented example.

Departure from Normal Landlord Practice

Based upon my career managing airport property, permanently disposing of airport-owned land is one of the most consequential decisions an airport governing board can make. Airport property is a finite public resource held in trust for both current and future aviation needs. Once sold, it generally cannot be recovered.

Because federally obligated airport land is subject to extensive federal oversight, a prudent airport sponsor ordinarily seeks to understand whether the FAA is likely to approve a proposed release before investing substantial time and resources in negotiating a detailed Purchase and Sale Agreement. Doing otherwise risks creating expectations among the parties that may never be realized if federal approval is denied.

A prudent airport sponsor also seeks confidence that every significant property interest has been identified and appropriately valued before negotiating a final purchase price. When airport land is subject to long-term leases containing future reversionary interests, easements, and other contractual rights, those interests deserve careful consideration as part of the overall transaction.

The documentary record reflects that the Airport Authority negotiated and approved a comprehensive Purchase and Sale Agreement before receiving the FAA's decision. Whether that sequence represented the most prudent approach is a question readers may answer differently. In my professional judgment, obtaining greater assurance regarding FAA approval and resolving significant valuation questions before finalizing the proposed transaction would have been a better process.

Why It Matters / Stewardship Question

The decision to pursue the sale of airport-owned land marked a turning point in the relationship between the Airport Authority and New College. The proposed transaction sought to permanently transfer ownership of airport property that had long remained within the airport system.

The appraisal process illustrates that disposing of federally obligated airport property involves more than agreeing on a purchase price. It also requires confidence that all property interests have been properly identified and valued before public ownership is permanently relinquished. The questions documented during the FAA's review demonstrate how valuation issues can become central to determining whether a proposed disposal of airport property satisfies federal stewardship obligations.

Whether negotiating a Purchase and Sale Agreement before receiving FAA approval reflected prudent stewardship of federally obligated airport property is a question readers may answer differently. Regardless of the answer, the proposal required the FAA to determine whether the requested release was consistent with the Airport Authority's continuing obligations as the sponsor of a federally obligated airport.

Documented Example 4

FAA Rejection and Airport Authority Appeal

"On April 10, 2024, the Federal Aviation Administration concluded that the Sarasota Manatee Airport Authority had not demonstrated that the proposed sale of airport-owned land to New College of Florida satisfied the federal standards governing the release of federally obligated airport property."

Background

By early 2024, the Sarasota Manatee Airport Authority had negotiated and approved a Purchase and Sale Agreement with the State of Florida for approximately thirty-one acres of airport-owned land leased to New College. Because the property remained subject to federal obligations associated with Sarasota Bradenton International Airport, the proposed sale could not proceed without approval from the Federal Aviation Administration.

The Airport Authority submitted its request together with appraisals, planning documents, and supporting materials explaining why it believed the proposed sale would benefit the airport. After reviewing those materials, the FAA issued its written determination on April 10, 2024.

That determination became the defining event in the controversy.

Documentary Record

Rather than identifying one fatal defect, the FAA organized its determination around several independent concerns. Together, they explain why the FAA declined to approve the proposed release of airport property.

1. Benefit to Aviation

The FAA concluded:

"The FAA does not believe the proposal demonstrates a benefit to civil aviation or the national airspace system..."

The Airport Authority emphasized the financial benefits of selling the property, including immediate sale proceeds and reduced borrowing costs for future airport improvements. The FAA applied a different standard. Its responsibility was to determine whether permanently disposing of federally obligated airport property would benefit civil aviation and the national airport system. The agency concluded that the Airport Authority had not demonstrated that benefit.

2. Compatible Land Use

The FAA stated:

"The FAA does not find New College to be a compatible land use with SRQ."

The determination distinguished educational institutions that include an aeronautical component from the existing New College campus. The FAA noted that the leased property contained student housing which is an undesirable use on an airport. The leased property also included recreational facilities, water retention areas that attract birds, and other non-aeronautical uses.

The agency concluded that these uses were incompatible with the long-term federal obligations applicable to airport property.

3. Lease Term

The FAA observed:

"The 99-year nonaeronautical lease term of the New College lease exceeds the 25-year limit suggested in FAA Order 5190.6B..."

The FAA explained that exceptionally long lease terms substantially reduce an airport sponsor's future control over airport property. It further noted that leases extending beyond fifty years are generally viewed as the equivalent of disposing of airport property because they limit opportunities for future aeronautical development. The agency also questioned whether the Airport Authority's Master Plan and Airport Layout Plan were sufficiently current to conclude that the property would never again be needed for aviation purposes.

4. Lease Rate

The FAA expressed concern that the existing lease itself raised federal compliance issues.

The determination stated:

"The current New College lease rate appears to place the airport in conflict with federal grant assurances..."

The FAA noted that the lease did not provide for periodic reappraisal or adequate rent escalation and therefore might not produce fair market value over time. The agency also observed that the lease failed to require adequate maintenance of improvements that would ultimately revert to Airport Authority ownership. According to the FAA, these conditions could constitute unlawful airport revenue diversion under the Airport Authority's federal obligations.

This finding extended beyond the proposed land sale itself. The FAA questioned whether the underlying lease relationship already complied with federal airport revenue requirements.

5. Appraisal

The FAA concluded:

"The appraisal appears to be out of scope and missing certain information..."

The FAA determination identified numerous appraisal deficiencies. These included the acreage analyzed, uncertainty regarding rental valuation, the absence of a review appraisal, the selection of comparable sales that did not appear consistent with the property's highest and best use, and reliance upon an abbreviated lease assignment rather than the complete lease documents. The FAA concluded that these issues prevented the appraisal from adequately supporting the proposed transaction.

6. Proposed Resolution

The FAA also evaluated the Airport Authority's reasons for requesting approval.

The Airport Authority argued that selling the property would eliminate an unfavorable lease, generate immediate capital for airport improvements, avoid future litigation with New College, and obtain needed avigation easements.

The FAA remained unpersuaded.

The agency concluded that retaining ownership while leasing the property at fair market value could provide substantially greater long-term financial benefit than selling it. It also questioned why the Airport Authority could not lawfully reclaim the property when the lease expired and observed that avigation easements should already have been protected through airport zoning and other existing legal mechanisms rather than through the sale of airport property.

Final Determination

After evaluating each of these issues and several more, the FAA reached its conclusion:

"The FAA declines to approve the request to release the subject property from federal obligations."

Without FAA approval, the proposed sale could not proceed, so the Purchase and Sale Agreement could not become effective.

The Airport Authority responded by appealing the determination within the FAA, maintaining its position that the proposed transaction satisfied applicable federal requirements.

Departure from Normal Landlord Practice

Airport sponsors occasionally disagree with the FAA regarding compliance issues. What distinguished this matter was the breadth of the FAA's concerns. The determination addressed planning, land use compatibility, lease administration, airport revenue, appraisal methodology, and long-term stewardship of federally obligated property. In my professional judgment, the FAA decision illustrates the substantial burden an airport sponsor bears when requesting permission to permanently dispose of public airport land.

Why It Matters / Stewardship Question

The FAA's April 10, 2024 determination fundamentally changed the course of the controversy. Until that point, discussions had centered largely on negotiations among the Airport Authority, New College, and the State of Florida. The FAA reframed the issue by evaluating the proposal through the broader lens of federal airport policy and the Airport Authority's continuing obligations as the steward of federally obligated airport property.

Whether the FAA correctly applied those standards is a question readers may answer differently. What cannot be disputed is that the determination established the framework within which every subsequent proposal concerning the New College property would be evaluated.

Documented Example 5

The Airport Authority's Appeal and Withdrawal

"Following the FAA's April 10, 2024 determination, the Airport Authority sought administrative review of the decision. After several months of discussions with FAA officials, the Airport Authority withdrew its appeal before the FAA issued a second written determination. The FAA's April 10, 2024 determination therefore remained the agency's final written decision regarding the proposed land sale."

Background

The FAA's April 10, 2024 determination denied the Sarasota Manatee Airport Authority's request to release approximately thirty-one acres of federally obligated airport property for sale to New College of Florida. The decision represented a significant setback because the proposed transaction had been negotiated over many months and had received the formal approval of both the Airport Authority and the New College Board of Trustees.

Rather than immediately accepting the FAA's decision, the Airport Authority exercised its administrative right to seek further review within the FAA. The Authority believed that the agency had reached the wrong conclusion and hoped that a higher level of review would reverse or modify the April 10 determination.

The controversy therefore entered a new phase. The issue was no longer whether the Airport Authority wished to sell the land. The issue became whether the FAA could be persuaded to change its decision.

Documentary Record

On May 8, 2024, the Airport Authority formally appealed the FAA's April 10 determination. During the following months, the appeal progressed through increasingly higher levels of FAA management, beginning with the Orlando Airports District Office, continuing through the FAA Southern Region in Atlanta, and ultimately reaching the Regional Administrator. During each stage of the review, additional information and arguments were presented to the FAA in support of the proposed land sale.

Throughout the appeal process, Airport Authority representatives remained in communication with FAA officials regarding the issues identified in the April 10 determination. Those discussions provided additional insight into the FAA's position and clarified that the agency's concerns extended well beyond any single issue. Instead, the FAA continued to view the proposed sale through the broader framework of federal airport stewardship, compatible land use, airport revenue protection, appraisal methodology, and long-term airport planning.

By August 20, 2024, following further discussions with FAA officials, the Airport Authority concluded that the appeal was unlikely to result in a reversal of the FAA's determination. Rather than continue pursuing administrative review, the Airport Authority withdrew its request before the FAA issued a second written determination. As a result, the FAA's April 10, 2024 determination remained the agency's final written decision concerning the proposed land release.

Following withdrawal of the appeal, the Airport Authority issued a public statement explaining its decision to withdraw its appeal. The statement emphasized uncertainty associated with emerging electric vertical takeoff and landing (eVTOL) aircraft and unmanned aircraft systems as factors affecting future airport planning. While those technologies may become increasingly important in future airport development, they were not among the reasons identified in the FAA's April 10, 2024 determination denying the proposed land sale.

Departure from Normal Landlord Practice

Requesting administrative review of an FAA determination is an appropriate procedure. Airport sponsors frequently seek reconsideration when they believe the FAA has misunderstood the facts or misapplied its policies. The FAA reconsideration apparently cleared that up.

The more interesting event in this case was the Airport Authority's decision to withdraw the appeal before the FAA completed its review.

That decision reflected a recognition that the issues identified in the FAA's April 10 determination were comprehensive and unlikely to be resolved through further administrative argument alone. The FAA had questioned not only the proposed sale price but also the underlying lease relationship, airport planning assumptions, compatible land use, appraisal methodology, and the Airport Authority's continuing stewardship responsibilities. Under those circumstances, pursuing a different strategy became a more practical course of action.

Why It Matters / Stewardship Question

The withdrawal of the appeal marked the end of one strategy but not the end of the controversy.

The Airport Authority had spent many months attempting to obtain federal approval for the permanent sale of airport property. When that effort ended without success, the central question changed.

Instead of asking:

Can the Airport Authority sell the land?

the more productive question became:

Can New College's long-term objectives be achieved without permanently transferring ownership of federally obligated airport property?

That shift in thinking fundamentally changed the direction of the controversy. Rather than attempting to persuade the FAA to approve the original proposal, attention gradually turned toward restructuring the existing lease relationship in a manner that could satisfy both the Airport Authority's federal obligations and New College's long-term campus needs.

Documented Example 6

The FAA Resolves the Part 13 Complaint and Establishes the Rules for Future Lease Changes

"On February 12, 2025, the Federal Aviation Administration closed my 14 CFR Part 13 Informal Complaint and simultaneously issued a detailed Review Report to the Sarasota Manatee Airport Authority. Together, these two documents resolved the immediate complaint while establishing the framework that would govern any future changes to the New College lease."

Background

Independent of the Airport Authority's request to sell airport land, I submitted an Informal Complaint to the Federal Aviation Administration under **14 CFR Part 13**. My complaint raised questions concerning whether the Airport Authority's administration of the New College lease complied with its continuing federal obligations as the sponsor of a federally obligated airport.

The FAA investigated those concerns while the Airport Authority was pursuing approval to sell approximately thirty-one acres of airport property to the State of Florida for New College's expansion. After the Airport Authority withdrew its appeal of the FAA's April 10, 2024 determination denying the land sale, the FAA completed its review of my complaint.

On **February 12, 2025**, the FAA issued two related documents. One was addressed to me as the complainant, notifying me of the disposition of my Part 13 complaint. The second, a detailed **Part 13 Review Report**, was sent to the Sarasota Manatee Airport Authority explaining the FAA's findings and identifying the standards that would apply to any future lease modifications.

Together, these documents closed one chapter of the controversy while establishing the framework for the next.

Documentary Record

In its letter to me, the FAA explained that it had completed its review of the issues raised in my Informal Complaint. The agency dismissed the complaint to close their investigation; they did not reject the concerns presented. The FAA explained that it had independently reviewed the Airport Authority's lease with New College and had provided the Airport Authority with detailed written guidance concerning future compliance with federal airport requirements.

The accompanying **Part 13 Review Report** became one of the most significant documents in the controversy because it explained how the FAA expected future lease modifications to be evaluated.

The FAA first recognized that much of the existing New College lease reflected agreements negotiated decades earlier under policies that differed from those in effect today. Accordingly, the agency did not require the Airport Authority to renegotiate the existing lease solely because FAA policy had evolved since the last major amendment in 1988. In practical terms, the FAA treated the existing lease as **grandfathered** unless and until significant future changes were proposed.

The FAA then explained that this grandfathered status would not extend to future lease amendments or substantial changes. If the Airport Authority proposed extending the lease term, expanding the leased premises, changing permitted uses, allowing the lessee to make improvements or expansions to existing facilities, or otherwise materially modifying the relationship, those changes would be evaluated under **current** FAA policy rather than under the standards that existed decades earlier.

The Review Report further identified several specific requirements the FAA expected before considering future lease modifications. Depending upon the nature of the proposal, the Airport Authority could be required to provide updated airport planning documents, current surveys, redevelopment plans, a certified Fair Market Value Review Appraisal prepared in accordance with current FAA appraisal standards, and draft lease documents for FAA review before execution.

Finally, the FAA advised the Airport Authority to coordinate proposed lease modifications with the Orlando Airports District Office before executing revised agreements in order to avoid future compliance issues.

Departure from Normal Landlord Practice

From the perspective of airport property management, I consider the February 12, 2025 Review Report to be the most constructive document issued during the entire controversy.

The FAA did not merely resolve my Part 13 complaint.

It explained how future changes on the leased airport land could be evaluated under current federal airport policy.

Rather than focusing on past disagreements, the Review Report established a roadmap for future negotiations. From my professional perspective, that guidance significantly reduced uncertainty because it identified the principal planning documents, appraisals, lease provisions, and construction coordination the FAA expected before the tenant could further develop SRQ airport land.

Why It Matters / Stewardship Question

The February 12, 2025 FAA correspondence fundamentally changed my understanding of the controversy.

Until then, much of the discussion had centered on whether the Airport Authority should have been allowed to sell airport property.

The Review Reports suggested a different question.

The issue was no longer simply whether airport land could be sold. The issue became how the Airport Authority and New College might work together within the framework established by the FAA to accomplish legitimate long-term objectives while preserving compliance with federal airport obligations.

That realization ultimately influenced my recent proposal for a comprehensive lease amendment. Rather than attempting to revive the rejected land sale, I concluded that a more productive approach would be to develop a lease amendment specifically designed to satisfy the standards the FAA had identified in its February 12, 2025 guidance.

<u>Documented Example 7</u>

The Proposed 20-Year Lease Extension

"After the FAA established the standards that would govern future lease modifications, the Airport Authority responded by proposing a twenty-year extension of New College's lease, increasing the remaining lease term from approximately thirty-one years to approximately fifty-one years. Although presented as part of a consolidated lease agreement, the proposed term extension became the most significant issue in the FAA's review."

Background

The FAA's February 12, 2025 Review Report established the standards the Airport Authority would be expected to satisfy before making significant changes to the New College lease.

Rather than proposing only administrative revisions to modernize the existing lease documents, the Airport Authority submitted a comprehensive amended lease that combined the 1957 and 1966 leases into a single agreement.

Embedded within that proposal was one particularly significant change.

The Airport Authority proposed extending the lease expiration date by **twenty years**, from **2056 to 2076**.

Although ownership of the land would remain with the Airport Authority, the proposal would have committed approximately thirty-one acres of federally obligated airport property to non-aeronautical use for an additional generation.

That proposed extension became the central issue in the FAA's review.

Comparison of Three Approaches to the New College Lease

Proposal	Lease Expiration	Effect on Airport Control	Stewardship Effect
Existing Lease	**2056**	Airport Authority regains unrestricted control in 2056	Existing long-term encumbrance remains unchanged.
Airport Authority Proposed Lease extension (2025)	**2076**	Delays Airport Authority's recovery of the property by **20 additional years**	Extends the long-term non-aeronautical encumbrance of federally obligated airport land.
Author's Proposed Lease Amendment (June 2026)	**Approximately 2041** *(subject to negotiation)*	Returns airport control approximately **15 years earlier** than the existing lease	Accelerates recovery of airport land while preserving public ownership and improving long-term FAA compliance.

This comparison illustrates why the proposed twenty-year extension became the defining issue in the FAA's review. While many provisions of the proposed consolidated lease modernized administrative language, the extension would have substantially delayed the Airport Authority's ability to recover unrestricted control of federally obligated airport property.

Documentary Record

The proposed amended lease contained numerous revisions, including administrative updates, consolidation of earlier lease documents, revised lease language, and other modernization provisions.

Standing alone, most of those revisions appeared reasonable.

The proposed **twenty-year extension**, however, fundamentally changed the character of the agreement.

Instead of allowing the existing lease to expire in 2056, the proposal would have postponed the Airport Authority's opportunity to recover unrestricted possession of the property until **2076**.

Only one year earlier, the FAA had explained in both its April 10, 2024 Determination and its February 12, 2025 Review Reports that unusually long lease commitments reduce an airport sponsor's future flexibility and therefore require careful federal review. The proposed extension directly implicated those concerns.

During discussions with the Airport Authority, the FAA advised that the proposed lease extension would not satisfy current FAA requirements.

Former authority president Rick Piccolo wrote to FAA Airports Division Manager Melissa Rivera-Davis's on August 20, 2025- "In our call on Friday, I was urged to go back to a sale of the land process and that the lease adjustments I was seeking feedback on from the FAA…were not acceptable to the FAA." Mr. Piccolo acknowledged that the FAA had informed him that the proposed amended lease—including its twenty-year extension—would not be approved.

FAA's Melissa Rivera-Davis's replied to Mr. Piccolo on August 22, 2025. "Additionally, as mentioned during the meeting, the FAA has no preference regarding the property's future, provided all FAA requirements are met." Ms. Rivera-Davis is correcting Mr. Piccolo's statement that the FAA urged him to try the land sale plan again. She added that the FAA has no preference on what the SMAA might propose next, if anything. She is not letting Mr. Piccolo contend that making another proposal to sell airport land to New College is the FAA's idea.

That sentence is significant.

The FAA was not opposing New College.

It was not advocating any particular redevelopment plan.

Nor was it insisting that the existing lease remain unchanged.

Instead, the FAA made clear that any proposal—whether a land sale, a lease revision, or another arrangement—would be judged according to the Airport Authority's continuing federal obligations.

Departure from Normal Landlord Practice

In my experience managing airport property, lease extensions are common.

Extending a lease by **twenty years after an existing ninety-nine-year commitment**, however, is anything but routine.

Airport sponsors are expected to preserve flexibility for future aviation needs, changing technology, and evolving transportation demands. Every additional year during which airport property is committed to long-term non-aeronautical use limits the sponsor's future options.

From my professional perspective, the proposed extension represented the most consequential provision of the amended lease because it further postponed the Airport Authority's ability to determine whether the property should remain in non-aeronautical use or be returned to aviation purposes.

The proposal therefore raised many of the same stewardship concerns that had led the FAA to reject the earlier land-sale proposal.

Why It Matters / Stewardship Question

This airport authority proposal fundamentally changed my own thinking about the controversy.

The Airport Authority had shifted from seeking permanent ownership by New College to seeking a substantially longer lease.

From the standpoint of long-term airport stewardship, however, the practical result was remarkably similar.

In both cases, the Airport Authority would substantially delay its ability to reconsider whether this airport property should someday serve future aviation needs.

That realization led me to an entirely different conclusion.

If the FAA considered **longer commitments** to be inconsistent with sound airport stewardship, perhaps the better solution was exactly the opposite.

Instead of extending the lease beyond 2056, perhaps the Airport Authority and New College should negotiate a mutually beneficial agreement that would allow the lease to end **earlier**, while providing New College with greater certainty and fairness during the remaining term.

That idea ultimately became the foundation for my proposed comprehensive lease amendment presented later in this book.

Transition to Next Section

The controversy had evolved through three distinct approaches: first, selling the airport land; second, extending the lease another twenty years; and finally, exploring whether an earlier, negotiated lease termination could better satisfy both the Airport Authority's stewardship responsibilities and New College's long-term interests.

The next section presents **A Path to Resolving the SRQ–New College Land Impasse**, my proposed comprehensive lease amendment developed after the State of Florida approved the transfer of the former USF Sarasota-Manatee campus to New College. Rather than extending New College's occupancy of airport property, this proposal seeks to preserve public ownership, accelerate the eventual return of the land to airport control, and address the principal concerns identified by the FAA throughout its review of the controversy.

The Author's Proposed Resolution

A Path to Resolving the SRQ–New College Land Impasse

"By June 2026, after nearly three years of studying the controversy, reviewing hundreds of public records, analyzing FAA policies, and evaluating the Airport Authority's proposals, I concluded that the controversy no longer required choosing between two unsatisfactory alternatives. The solution was neither selling the airport land nor extending the lease another twenty years. The better solution was to preserve public ownership while negotiating an earlier transition that addressed both the Airport Authority's federal obligations and New College's legitimate long-term interests."

Background

The State of Florida's approval in June 2026 of the transfer of the former University of South Florida Sarasota-Manatee (USF-SM) campus to New College fundamentally changed the circumstances surrounding the controversy.

For the first time since the FAA rejected the proposed sale of airport land, New College possessed a realistic opportunity to expand onto nearby state-owned property rather than relying indefinitely upon airport land.

The significance of this transfer cannot be overstated.

The former USF-SM campus contains approximately 32 acres of land, almost the same land area as the approximately 31 acres leased from the Sarasota Manatee Airport Authority. Unlike the airport property, however, the USF-SM campus already includes modern educational facilities, including classroom buildings, administrative offices, and a large student residence hall. These buildings are several decades newer than the structures located on the leased airport property.

For the first time, New College possessed an adjacent campus of comparable size already designed for higher education and capable of supporting future academic expansion.

The transfer of the former USF-SM campus also creates a logical long-term expansion corridor for New College. Between the existing New College Main Campus and the former USF-SM campus lies the Uplands Neighborhood. Over time, voluntary acquisition and redevelopment of that area could physically unite the two campuses into a single, continuous university campus. While that possibility is independent of this proposal, it further reduces the long-term need for New College to continue occupying airport land and provides an additional reason to pursue an orderly transition rather than indefinite occupancy.

By June 2026, the controversy had reached a genuine deadlock.

The FAA had refused to approve both the proposed sale of airport land and the Airport Authority's subsequent proposal to extend the lease another twenty years. New College still needed room for future expansion, while the Airport Authority remained responsible for preserving federally obligated airport property. Neither side had identified a practical path forward.

The transfer of the former USF-SM campus changed that equation by creating, for the first time, a realistic opportunity to negotiate an orderly transition rather than continue an increasingly unproductive stalemate.

That development caused me to reconsider the entire controversy.

Earlier in my research, I concentrated primarily on explaining why the proposed land sale failed.

After the State approved the transfer of the former USF-SM campus, however, the more important question became:

If New College now possessed a nearby 32-acre campus with modern academic buildings, was it still necessary to retain airport land until 2056—or could the Airport Authority and New College negotiate an earlier transition?

That question became the foundation for the proposal presented in this chapter.

Airport Authority Leverage

Before developing this proposal, I carefully reconsidered the Airport Authority's existing contractual position.

The Airport Authority possessed substantially greater contractual leverage. The existing leases provided mechanisms for enforcing maintenance obligations, addressing defaults, requiring execution of the previously negotiated avigation easement, and ultimately recovering possession of the property.

Rather than using those rights solely as enforcement tools, I concluded they could become the basis for a negotiated settlement that benefits both institutions.

The proposal that follows is therefore not based upon surrendering the Airport Authority's contractual rights. Instead, it recommends using those contractual rights to negotiate a comprehensive settlement that advances the long-term interests of both the Airport Authority and New College while satisfying the stewardship responsibilities identified by the Federal Aviation Administration.

BOUNDARY MAP

SOURCE: SARASOTA AND MANATEE COUNTY GIS

Proposed Settlement Framework

The proposal presented in this book is based upon one fundamental principle:

Airport land should remain airport land.

Rather than transferring ownership of federally obligated airport property—or extending New College's occupancy for another twenty years—the Sarasota Manatee Airport Authority and New College should negotiate a comprehensive settlement that **shortens**, rather than extends, the period during which airport land is committed to non-aeronautical use.

The Airport Authority's proposal sought to extend New College's occupancy of airport property for another twenty years. **My proposal does the opposite.** It shortens the remaining lease term by approximately fifteen years. That distinction is fundamental because it reduces, rather than increases, the long-term encumbrance of federally obligated airport property.

The proposal is **intended to satisfy each of the FAA's principal concerns** while providing New College with a realistic, orderly, and predictable transition to its new campus.

Rather than asking either party to abandon its legitimate interests, the proposal seeks a negotiated exchange of benefits in which both institutions achieve objectives that have proven unattainable through continued disagreement.

Principal Provisions

The proposed settlement framework includes the following principal provisions.

1. Airport Ownership Is Permanently Preserved

The Sarasota Manatee Airport Authority retains ownership of all airport property.

The proposal preserves the Airport Authority's long-term ability to determine the highest and best aviation use of the property after New College vacates the premises.

2. The Lease Is Shortened Rather Than Extended

The existing lease expires in **2056**.

The Airport Authority's proposed amended lease would have extended that expiration date to **2076**.

This proposal instead establishes an amended lease expiration of **2041**, approximately fifteen years after execution of the amended agreement.

The shortened lease term is the foundation upon which the remainder of the proposal is built.

3. The Previously Negotiated Avigation Easement Is Executed

As part of the settlement, the parties execute the avigation easement that had previously been negotiated during discussions concerning the proposed land sale.

Execution of the easement provides the Airport Authority with important operational protections while eliminating the need to obtain those protections through transfer of airport property.

4. Rental Payments Are Increased

The amended lease incorporates the increased rental amount previously negotiated between the two parties in their failed lease amendment.

Although that rental amount is below current Fair Market Value, the FAA is asked to recognize that the substantially shortened lease term represents significant value to the Airport Authority.

Viewed as a whole, the negotiated settlement provides greater overall public benefit than continuing the controversy for another thirty years.

5. Remaining Maintenance Obligations Are Resolved

Under the existing leases, New College has continuing responsibilities for maintaining and restoring all the buildings and other improvements on the leased property.

Rather than requiring extensive expenditures on facilities that would soon be vacated, the Airport Authority agrees to waive remaining maintenance, restoration, replacement, and end-of-lease obligations.

In exchange, New College agrees to vacate the airport property approximately fifteen years earlier than required under the current lease.

This exchange of obligations benefits both parties.

6. No Further Lease Extensions

The amended lease establishes a final expiration date.

No extensions are contemplated.

Fixing the expiration date provides certainty for both institutions and assures the FAA that the long-term encumbrance of airport property will not continue indefinitely through successive lease extensions.

The lease expiration date should also remain fixed so that delays reduce the remaining lease term rather than postponing the Airport Authority's recovery of the land.

7. Orderly Transition to the Expanded Campus

During the remaining lease term, New College continues relocating academic, administrative, residential, athletic, and student-support functions to the former USF Sarasota-Manatee campus or elsewhere.

The shortened lease provides sufficient time for thoughtful long-range planning while encouraging steady progress toward consolidation of the College's principal facilities west of U.S. Highway 41.

The proposal recognizes that successful institutional transitions require adequate planning time rather than abrupt relocation.

8. Limited Interim Improvements

During the transition period, New College may continue developing facilities needed to support its educational mission, including the proposed baseball field, athletic facilities, and other campus improvements.

Both parties understand, however, that these improvements occur within a defined transition period leading to eventual return of the airport property to Airport Authority control.

The Airport Authority would coordinate proposed interim improvements with the FAA to obtain any required federal review or concurrence before construction proceeds.

9. Future Disposition of a Small Portion of the Property

Following completion of New College's transition, the parties may consider an FAA-approved disposition of approximately **two to three acres** associated with the baseball outfield. The Airport Authority would seek FAA release of that land so that it may be sold to the state for New College.

Unlike the previously proposed sale of approximately thirty-one acres, any future land disposition would involve only a small portion of the property most distant from the airport terminal building and would occur after the Airport Authority has recovered the leased premises.

10. Consistency with FAA Guidance

Unlike previous proposals, this settlement framework does not attempt to overturn or politically circumvent the FAA's earlier determinations.

Instead, it accepts those determinations as the governing framework for future negotiations.

Rather than increasing the long-term encumbrance on federally obligated airport property, the proposal reduces that encumbrance while preserving public ownership and respecting the Airport Authority's continuing federal obligations.

For that reason, I believe this proposal represents the first realistic opportunity to align the long-term interests of the Airport Authority, New College, the Federal Aviation Administration, and the citizens of the Sarasota-Manatee region.

Comparison of Four Approaches

Approach	Airport Ownership	Lease Ends	Stewardship Outcome
Existing Lease	Airport Authority retains ownership	2056	Long-term non-aeronautical use continues until lease expiration.
Proposed Land Sale	Airport ownership transferred to New College	Permanent	Rejected by the FAA because it failed to satisfy federal airport requirements.
Airport Authority's Proposed 20-Year Lease Extension	Airport Authority retains ownership	2076	Rejected by FAA because it extends the long-term encumbrance of airport property by another twenty years.
Author's Proposed Settlement Framework	Airport Authority retains ownership	**Approximately 2041***(subject to negotiation)*	Preserves public ownership while returning airport property approximately fifteen years earlier and providing New College with an orderly transition to its expanded campus.

Benefits to Both Parties

The proposed settlement framework is intentionally structured so that neither party "wins" at the expense of the other. Instead, each institution gives up something of value while receiving benefits that better serve its long-term interests.

Benefits to the Airport Authority	Benefits to New College
Earlier recovery of approximately 31 acres of airport land	Predictable transition schedule through approximately 2041
Improved FAA compliance posture	Sufficient time to relocate operations to the former USF-SM campus
Increased rental income during the remaining lease term	Reduced long-term uncertainty for campus planning
Execution of the previously negotiated avigation easement	Relief from significant remaining maintenance and restoration obligations
Recovery of long-term flexibility for aviation development	Opportunity to complete campus consolidation west of U.S. Highway 41

Departure from Previous Approaches

During my years managing airport property, I often found that difficult negotiations were resolved only after the parties stopped defending their original positions and instead focused on their underlying interests.

I believe that principle applies here.

The Airport Authority's principal responsibility is preserving federally obligated airport property for present and future aviation needs while complying with its continuing federal obligations.

The FAA's responsibility is ensuring that federally obligated airport property remains available to serve aviation while requiring airport sponsors to exercise sound long-term stewardship.

New College's responsibility is providing stable educational facilities while planning confidently for future growth.

Those objectives need not conflict.

Once New College acquired an nearby campus of nearly identical size—with newer classrooms, administrative offices, and student housing—the opportunity arose for both institutions to negotiate a solution that previously had not existed.

The Uplands Neighborhood may provide an opportunity to expand and consolidate the campus land holdings west of US Highway 41 and provide approximately 62 acres for new development.

Unlike earlier proposals, this settlement framework asks **both parties** to compromise.

The Airport Authority gives up the ability to insist upon full compliance with every remaining lease obligation.

New College gives up approximately fifteen years of remaining occupancy on airport land.

In return, both institutions receive something they have sought for many years:

certainty.

New College gains sufficient time to complete its transition to an expanded, consolidated and modern campus.

The Airport Authority gains a predictable date for recovering an irreplaceable public asset while preserving the flexibility needed to respond to future aviation demand.

Why It Matters / Stewardship Question

Throughout this book, I have carefully distinguished between documented facts and my professional opinions.

Everything presented in the previous documented examples is supported by public records, lease documents, FAA correspondence, statutes, board minutes, and other governmental records.

This proposal is different.

It represents my professional recommendation after studying the controversy for nearly three years.

Reasonable people may disagree with the precise transition date, rental provisions, financial terms, or implementation schedule.

The broader principle, however, remains unchanged.

The controversy should no longer be viewed as a choice between selling airport land or maintaining the status quo.

A third alternative now exists.

Preserve public ownership.

Respect the FAA's stewardship responsibilities.

Recognize New College's legitimate educational mission.

Use the transfer of the former USF Sarasota-Manatee campus as an opportunity to negotiate an orderly transition that benefits both institutions.

In my perspective, this proposal offers the best opportunity to resolve a controversy that has divided the Sarasota-Manatee community for years.

Concluding Observation

When I began researching this controversy, I believed the central question was whether the Sarasota Manatee Airport Authority should sell airport land to New College.

Years later, I reached a different conclusion.

The real question is whether public officials are willing to negotiate solutions that protect long-term public interests while fairly accommodating the legitimate needs of neighboring public institutions without political overreach.

I believe they can.

The documentary record presented throughout this chapter demonstrates that circumstances changed significantly after the State of Florida approved the transfer of the former USF Sarasota-Manatee campus to New College. That change created an opportunity that had not previously existed.

History will ultimately judge this controversy not by whether airport land was sold or whether a lease was extended, but by whether public leaders recognized that changed circumstances made a mutually beneficial settlement possible and they acted on that opportunity.

I believe the proposal presented in this chapter provides such an opportunity.

It preserves an irreplaceable public airport asset.

It allows New College to build its future on land already owned by the people of Florida.

And it preserves federally obligated airport property for future generations of aviation users and the public they serve.

Transition to Chapter 8

The eight documented examples presented in this chapter establish the factual foundation of the SRQ–New College controversy.

They explain how the controversy developed, why the FAA rejected successive proposals, how the Airport Authority responded, and why a different approach became possible after June 2026.

The remaining chapters examine the broader lessons that emerge from this documentary record, including public stewardship, governance of independent special districts, transparency in public decision-making, and the election and governance reforms that I believe can help reduce the likelihood of similar controversies in the future.

CHAPTER 8

Documentary Case Studies

The FAA's April 10, 2024 determination did not occur in isolation. The following documentary examples illustrate the planning, legal, operational, and public stewardship issues that surrounded the proposed land sale and help explain why the FAA's decision represented more than a simple rejection of one transaction. It also provides more of the documented examples I used in the Part 13 Informal Complaint I filed with the FAA.

Supporting Documentary Example 8-1

Airport Zoning Authority Already Existed

"The FAA's April 10, 2024 determination contained one sentence that may have been more important than anyone realized at the time. It suggested that the operational protections the Airport Authority sought through a land sale should already have existed through local airport zoning."

Background

One of the least understood issues in the SRQ-New College controversy is that Florida law already provided airport sponsors with legal tools to protect airport operations from incompatible surrounding land uses.

Airports are not expected to purchase every parcel of land that could someday affect aviation.

Instead, airport protection normally relies upon a combination of:

- airport zoning,
- compatible land-use planning,
- height restrictions,
- obstruction controls,
- lighting regulations,
- vegetation management,
- and avigation easements where necessary.

Those tools exist because airports serve the public for many generations. Selling public airport land is generally viewed as the last—not the first—method of protecting airport operations.

Documentary Record

In her April 10, 2024 determination rejecting the proposed sale of airport land, FAA Assistant Manager Rebecca Henry acknowledged that the proposed avigation easements would improve safety near Runway 4.

She then made an observation that deserves careful attention:

"The avigation easements...will enhance the Runway Protection Zone safety for Runway 4. However, the Agency believes the airport should already have local zoning protections in place to assure this."

That statement reflects a fundamental FAA principle.

Airport sponsors should normally protect airport operations through appropriate airport zoning and land-use compatibility regulations rather than by permanently disposing of airport property.

The Airport Authority's response came from its General Counsel, who pointed out that educational facilities are exempt from portions of Florida Statutes Chapter 333.

That explanation answered **why** the Airport Authority believed existing zoning protections were incomplete.

It did **not** answer a different question:

If airport zoning should already exist, why was the Airport Authority attempting to purchase those protections by transferring public airport land?

Historical Context

The Sarasota Manatee Airport Authority in its state enabling legislation originally possessed broad statutory authority regarding airport zoning and land-use compatibility.

According to my research and recollection from my years with the Airport Authority, the Authority had the power to establish an airport board of adjustment to resolve off-airport land-use compatibility issues.

Instead, those responsibilities were delegated by interlocal agreements to surrounding local governments.

That decision may have simplified the work of airport commissioners by them not needing to reject proposals from local real estate developers.

It also reduced the Airport Authority's direct ability to administer airport compatibility regulations.

Ironically, the Airport Authority later found itself filing litigation against the City of Sarasota over incompatible residential development near the end of the primary runway.

Had the Authority retained greater direct zoning authority, it might have occupied a stronger position when dealing with later land-use issues involving New College and the State of Florida.

Why It Matters

This issue changes the way the controversy should be viewed.

The Airport Authority was not simply seeking additional operational protection.

It was attempting to acquire protections that the FAA believed should already exist through airport zoning.

If existing airport zoning authority could have been more fully utilized—or strengthened through cooperation among the Airport Authority, local governments, and the State—then zoning issues could not have been used as a negotiating tool by New College.

That single observation does not prove the proposed sale was improper.

It does suggest that less permanent alternatives deserved greater consideration before the Airport Authority pursued sale of a valuable public airport asset.

Stewardship Question

Should a public airport sponsor permanently transfer public airport land in order to obtain operational protections that the FAA believes should already exist through airport zoning?

That question leads directly to the next documentary example.

<u>Supporting Documentary Example 8-2</u>

The Chapter 333 Educational Exemption

"The SRQ-New College controversy exposed an unusual situation in which the State of Florida relied upon an exemption contained in its own airport zoning statute while simultaneously seeking to acquire airport land from another public institution."

Background

Florida Statutes Chapter 333 establishes statewide airport zoning and land-use compatibility requirements.

Its purpose is straightforward.

Compatible development should protect both airport operations and neighboring property owners by reducing aviation hazards before conflicts occur.

Section 333.03 generally requires political subdivisions to adopt and enforce airport compatibility zoning regulations.

However, subsection (4) creates an important exception.

Educational facilities existing on **July 1, 1993** are protected from requirements that would interfere with their continued use or adjacent expansion. SRQ airport staff may have been involved in getting that exception.

That exception became highly significant because New College occupied airport property that qualified as an existing educational institution.

Documentary Record

Following the FAA's April 10, 2024 determination, the Airport Authority explained that educational facilities were exempt from portions of Florida Statute Chapter 333.

That explanation accurately described the statute.

It also raised an important public-policy question.

The neighboring property owner was not a private landowner.

It was **the State of Florida itself.**

The State had created the educational exemption to FS 333.

The State also owned New College.

The State then negotiated with the Airport Authority to obtain ownership of airport land while offering an avigation easement as part of the compensation. That easement would not be needed if not for the existing educational exception to FS 333.

Viewed together, those facts create an unusual circumstance.

The State relied upon an exemption contained in its own Florida Statutes 333 while simultaneously negotiating to obtain airport property by offering an avigation easement to accomplish the same purpose that Florida Statues 333 would have accomplished.

A Public Policy Question

The Florida State Legislature may have adopted the exemption for reasons it considered appropriate at the time. It may or may not have been done for airports in Daytona Beach and Sarasota Bradenton.

Could the State have voluntarily agreed to comply with the same airport compatibility protections expected of other nearby property owners?

Doing so would have cost the State nothing.

That could have provided the operational protection sought by the Airport Authority without requiring permanent transfer of airport land to get it.

Instead, the proposed avigation easement became part of the state's contribution supporting the proposed land purchase.

From my perspective, that sequence of events deserves careful public examination.

Why It Matters

This issue is larger than the SRQ airport controversy.

Government should ordinarily model the standards it expects others to follow.

When one public institution asks another public institution to transfer valuable public land, voluntary cooperation should generally be explored before permanent public assets are exchanged.

The FAA's April 10, 2024 determination suggests that appropriate airport zoning protections could already have existed, but for the airport authority's decision to delegate airport zoning to the local political jurisdictions and the state's decision to exempt educational institutions existing on July 1, 1993 from complying with state airport zoning and land use compatibility regulations.

The Florida Statutes Chapter 333 exemption and avigation easement was used make the land purchase seem more reasonable.

Stewardship Question

Should the State of Florida voluntarily provide airport-compatible land-use protections when it owns property adjacent to a public airport, or should it rely upon statutory exemptions while negotiating to acquire additional airport land?

That question reaches beyond Sarasota.

It concerns how public institutions should treat one another when each holds property in trust for the people of Florida.

<u>Supporting Documentary Example 8-3</u>

The Airport and College Master Plans: Conflicting Assumptions About the Future of Airport Land

"Master plans are intended to guide the future. But when two neighboring public institutions prepare long-range master plans based upon fundamentally different assumptions about the same land, those assumptions eventually collide."

Background

Master plans are among the most important planning documents prepared by public institutions.

They are intended to guide future development, identify capital improvements, coordinate long-term investments, and communicate an institution's vision for decades into the future.

They are also based upon assumptions.

When those assumptions change, responsible stewardship requires the plans to change as well.

The SRQ–New College controversy illustrates how two neighboring public institutions developed master plans that assumed very different futures for the same airport land.

Documentary Record

As of June 2026, the Sarasota Manatee Airport Authority had not yet completed an updated Airport Master Plan.

The Airport Authority's existing Master Plan continued to treat the approximately 31 acres leased to New College as unavailable for aviation development until expiration of the existing lease in **2056**.

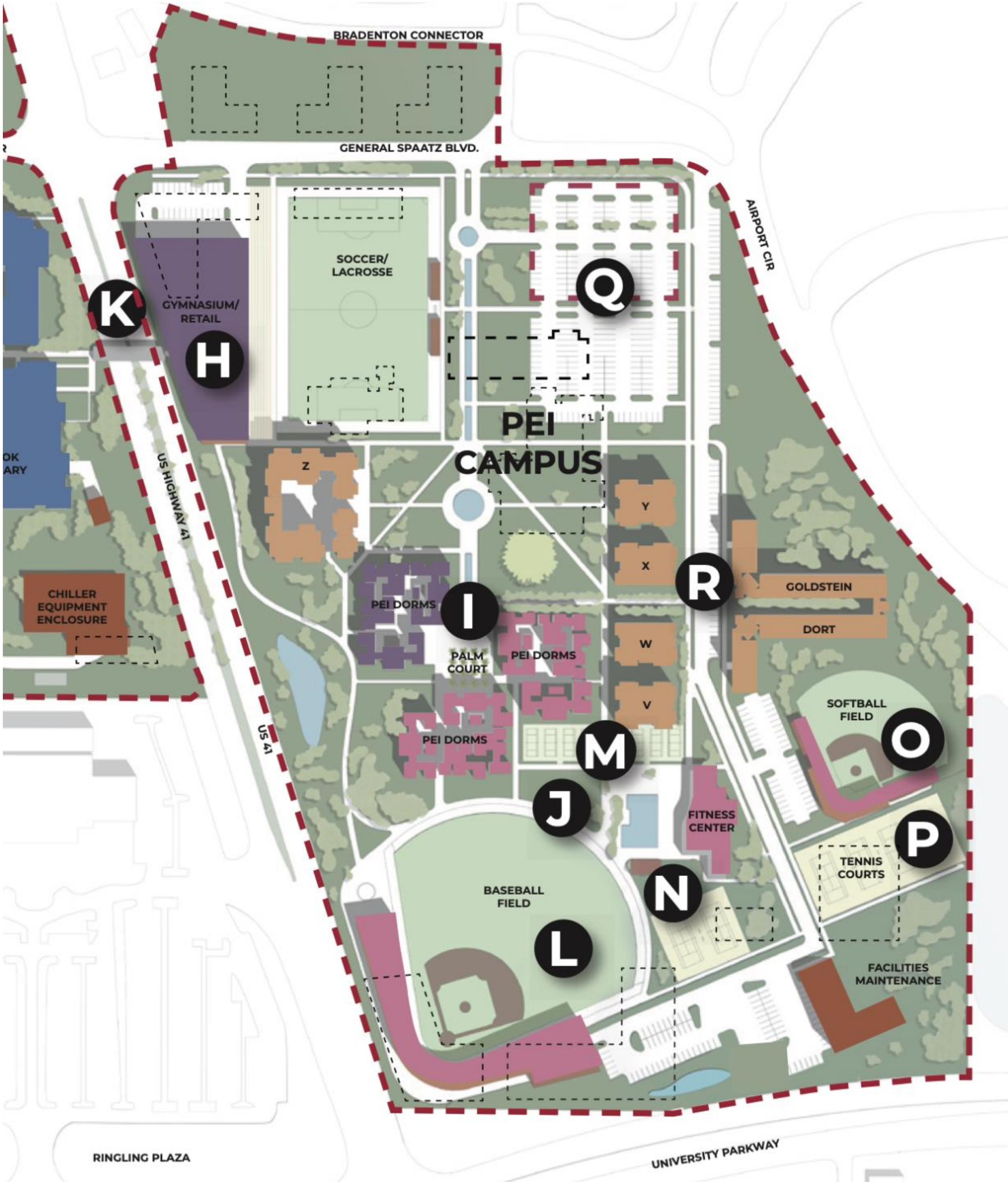
Accordingly, the Airport Master Plan identified no future aeronautical use for that land during the remaining thirty years of the lease.

From a planning perspective, the airport had effectively removed those acres from consideration for future aviation development throughout the planning horizon.

At the same time, New College's Campus Master Plan likewise assumed continued availability of the leased airport property as an integral part of the College's long-term campus.

The East Campus remained incorporated into future plans for academic facilities, athletic facilities, parking, circulation, student services, and other campus improvements extending indefinitely into the future.

Thus, although approaching the issue from different institutional perspectives, **both public agencies planned as though the existing lease arrangement would continue essentially unchanged until at least 2056, and perhaps thereafter.**



A Missed Planning Opportunity

During New College's 2025 Campus Master Plan update process, the Sarasota Manatee Airport Authority had an opportunity to comment publicly on the proposed plan.

To my knowledge, the Airport Authority submitted **no public comments** expressing concern that the Master Plan assumed continued long-term use of airport property.

Nor did the Airport Authority publicly recommend that New College incorporate alternative planning scenarios recognizing the possibility that airport land could become unavailable before 2056.

Likewise, the Airport Authority's own Master Plan had not yet been revised to evaluate future aviation uses that might become possible if the airport eventually recovered the land leased to New College earlier than expected.

As a result, both planning documents continued to reinforce the status quo.

Neither plan seriously examined the possibility that circumstances might change.

Changed Circumstances

Those circumstances changed dramatically in **June 2026**.

The State of Florida approved transfer of the approximately **32-acre former University of South Florida Sarasota-Manatee campus** to New College.

For the first time, New College acquired a nearby campus almost equal in size to the airport property already occupied under lease.

Unlike the airport property, the former USF-SM campus already contained modern classrooms, administrative offices, and a substantial residence hall.

This acquisition significantly reduced New College's long-term dependence upon airport land.

It also created the first realistic opportunity for both institutions to revisit planning assumptions that previously appeared fixed.

Planning Assumptions Should Not Become Permanent Policy

Master plans are not contracts.

They are planning documents.

They should evolve as conditions evolve.

Before June 2026, both institutions understandably planned around the existing lease.

After June 2026, however, continuing to assume that airport land would remain unavailable until 2056 became increasingly questionable.

The Airport Authority should reconsider whether recovering the property earlier would better serve future aviation needs.

New College should reconsider whether long-term campus consolidation can now occur primarily on state-owned land rather than leased airport property.

The possibility of future redevelopment of the **Uplands Neighborhood**, situated between the existing Main Campus and the former USF-SM campus, provides an additional long-range opportunity to connect the two campuses into a unified educational district. While that possibility is independent of this document, it further reduces the need to regard the airport property as a permanent component of the College's future campus.

Why It Matters

This documentary example is not intended to criticize either institution's planning process.

Both organizations prepared plans based upon information available at the time.

The more significant observation is that **both plans reinforced the same assumption**:

that the airport land would remain committed to New College for decades to come.

Neither plan seriously explored an alternative future.

My proposed lease amendment near the end of Chapter 6 represents precisely such an alternative.

It demonstrates that the controversy is no longer limited to a choice between maintaining the status quo until 2056 or permanently transferring airport land to the State.

A third alternative now exists:

an orderly transition that allows New College to expand onto newly acquired state-owned property while returning airport land to aviation use substantially earlier.

Stewardship Question

When major changes occur that affect two neighboring public institutions, should each continue implementing master plans based upon outdated assumptions, or should both organizations jointly reexamine those assumptions before committing additional public resources?

That question extends beyond the SRQ–New College controversy.

It reflects one of the fundamental principles of public stewardship:

Good planning requires not only long-range vision, but also the willingness to revise that vision when circumstances materially change.

<u>Supporting Documentary Example 8-4</u>

Airport Master Planning and the Stewardship of Future Aviation Land

"No airport executive knows exactly what aviation will require thirty years from now. Good stewardship therefore requires preserving flexibility whenever practical.

Background

Airport master plans are not construction plans.

They are strategic planning documents intended to preserve an airport's ability to respond to changing aviation demand over many decades.

Commercial airports continually evolve.

Passenger traffic changes.

Aircraft technology changes.

Security requirements change.

Ground transportation changes.

Terminal facilities expand.

Roadway systems are redesigned.

Parking demand fluctuates.

New forms of aviation emerge.

Because no one can predict those changes with certainty, airport planners generally seek to preserve flexibility rather than permanently commit strategically located airport property to non-aeronautical uses. That principle lies at the heart of airport stewardship.

Documentary Record

The Sarasota Manatee Airport Authority's Airport Master Plan in effect during 2023 through June 2026 assumed that the approximately 31 acres leased to New College would remain unavailable for aviation use until expiration of the lease in **2056**.

Accordingly, the Master Plan identified **no future aeronautical use** for that land during the planning period.

The Airport Authority therefore planned future terminal expansion, parking, roadway improvements, and other airport facilities around the continued absence of this strategically located property.

That planning assumption reflected the existing lease.

It did not necessarily represent the airport's preferred long-term land-use strategy.

Meanwhile, airport activity changed dramatically.

Passenger traffic tripled between 2018 and 2026, beyond the assumptions used in the existing Master Plan.

In its April 10, 2024 determination rejecting the proposed land sale, the FAA specifically observed that **the Airport Master Plan was out of date because of the airport's significant growth** and indicated that future decisions regarding the leased property should be evaluated only after completion of an updated Master Plan.

The FAA reinforced that position in its February 12, 2025 Review Report.

The Agency advised that before the Airport Authority could:

- extend or change the New College lease term,
- modify the leasehold area,
- permit significant facility improvements,
- enter into a new agreement,
- or dispose of any portion of the leasehold,

the proposal must first be reviewed to ensure that **it aligns with the pending Airport Master Plan**. Only after satisfying that planning requirement would current FAA law, policy, appraisal standards, and compliance requirements be applied.

In other words, the FAA made future airport planning—not historical practice—the starting point for evaluating any proposed changes affecting the New College leasehold.

Why Planning Flexibility Matters

Airport property professionals often describe this principle as **protecting future options**.

The objective is not to predict the future perfectly.

The objective is to ensure that future airport managers retain the ability to respond when conditions inevitably change.

The SRQ controversy illustrates that principle.

For decades, Sarasota Bradenton International Airport successfully expanded while accommodating the New College lease.

As passenger traffic accelerated after 2018, however, the airport increasingly located parking facilities, roadway improvements, and other passenger-support infrastructure farther from the terminal because the terminal-area property leased to New College was unavailable for aviation development. The airport adapted—but at the cost of reduced planning flexibility.

By 2023, two public institutions were looking toward the same strategically located property to satisfy very different future needs.

The Airport Authority should view the land as a potential future aviation resource.

New College viewed it as a permanent component of its expanding campus.

That conflict was not created by the Master Plan.

It was revealed by it.

Changed Circumstances

The State of Florida's transfer of the former **University of South Florida Sarasota-Manatee** campus to New College in June 2026 changed the planning landscape once again.

For the first time, New College acquired an adjacent campus of approximately the same size as the leased airport property, already containing classrooms, administrative offices, and student housing.

That acquisition created an opportunity for both institutions to reconsider planning assumptions that had guided them for many years.

It also strengthened the argument that the Airport Authority's next Master Plan should evaluate alternative aviation uses for the leased property rather than simply assuming it will remain unavailable until 2056.

Likewise, New College's next Campus Master Plan should evaluate phased consolidation onto state-owned land rather than assuming indefinite reliance on leased airport property, even of only as a Plan B.

Why It Matters

The controversy over airport land was never simply about one lease.

It was also about how public institutions plan for uncertain futures.

The FAA's response demonstrates that planning documents are not static.

When significant circumstances change, responsible public stewardship requires those plans to be reconsidered before major commitments are made.

The Airport Authority's existing Master Plan reflected historical assumptions.

The New College Campus Master Plan reflected institutional aspirations.

The transfer of the former USF Sarasota-Manatee campus created an opportunity—and arguably an obligation—for both institutions to revisit those assumptions through updated planning processes.

Stewardship Question

Should a growing commercial airport permanently dispose of strategically located airport land before completing an updated Airport Master Plan that reflects current aviation demand and evaluates the long-term value of recovering that land for future aeronautical use?

The FAA's answer appears clear.

Future planning should come first.

Only then should decisions be made regarding long-term disposition, redevelopment, or continued non-aeronautical use of federally obligated airport property.

Supporting Documentary Example 8-5

Airport Parking and Changing Airport Needs

"One of the clearest demonstrations of why airports preserve flexibility is parking. Few people think of parking lots as aviation infrastructure—until passenger growth overwhelms facilities that once appeared more than adequate."

Background

Airport master plans are prepared with the understanding that aviation demand changes over time.

Passenger traffic grows.

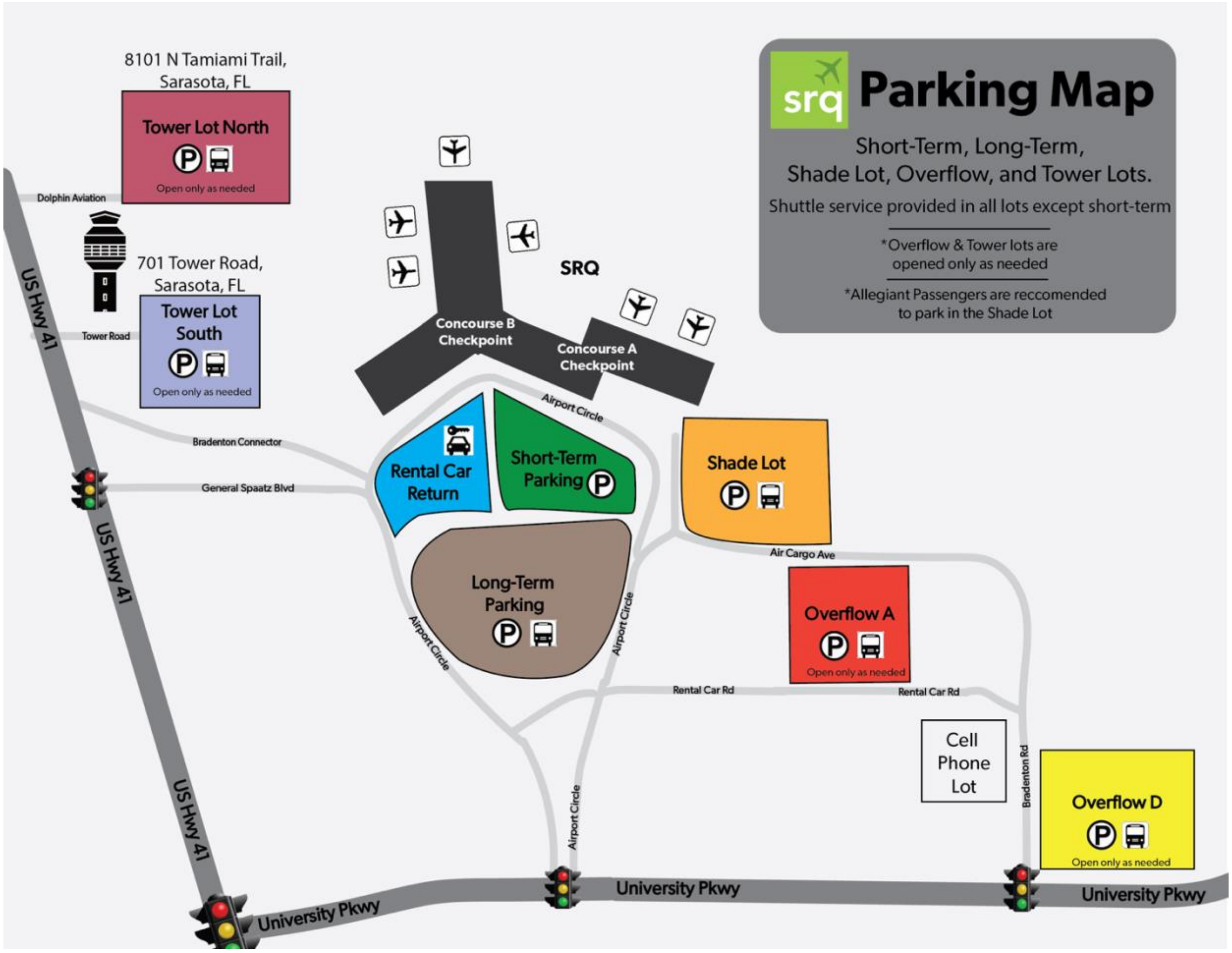
Terminal facilities expand.

Ground transportation systems change.

Parking demand increases.

Because these changes cannot be predicted decades in advance, airport planners seek to preserve flexibility rather than permanently commit strategically located airport property to non-aeronautical uses.

The SRQ–New College controversy provides an excellent illustration of that principle.



Documentary Record

When the original New College leases were negotiated in **1957** and **1966**, Sarasota Bradenton International Airport served a relatively small commercial aviation market.

Few people could have anticipated the extraordinary passenger growth that followed.

Beginning around **2018**, passenger traffic increased dramatically, growing by approximately **300 percent** over the next several years. As passenger traffic grew, parking demand also increased substantially.

Airport Authority was forced to solve expanding parking needs on progressively less desirable sites because the terminal-area property leased to New College remained unavailable.

The Airport Authority responded by constructing a series of increasingly remote parking facilities, including the Manatee Lot, the Pelican Lot, the Dolphin Lot, the **Tower Road North** and **Tower Road South Lots**, **and the Stingray** Lot. Unlike the original terminal parking areas, these remote lots require shuttle buses to transport passengers to and from the terminal.

The parking maps reproduced in my research illustrates an important relationship.

The approximately **31 acres leased to New College lie immediately adjacent to the passenger terminal**, while many of the airport's newer parking facilities are located considerably farther away. According to my analysis, the Tower Road shuttle route requires buses to travel approximately ten to twelve minutes to reach the terminal because of roadway configuration and traffic controls.

This is not simply a parking issue.

It demonstrates how long-term land-use decisions influence airport operations many decades later.

The Existing Airport Master Plan

As of **June 2026**, the Sarasota Manatee Airport Authority had not yet completed an updated Airport Master Plan.

The existing Master Plan continued to assume that the approximately **31 acres leased to New College would remain unavailable for airport use until expiration of the lease in 2056.**

Accordingly, the Master Plan identified **no future aeronautical use** for that property during the planning period.

Future terminal expansion, roadway improvements, parking facilities, and other airport development were therefore planned without considering that strategically located land as available for aviation purposes.

That assumption reflected the existing lease.

It did not necessarily represent the airport's long-term operational interests.

Parking Became a Strategic Issue

As passenger traffic continued increasing, parking evolved from a routine operational matter into a strategic planning issue.

The documentary record also illustrates another consequence.

Some of the newer remote parking facilities occupy airport land with direct airfield access that could someday support aviation development. In other words, airport planners were using potentially valuable aviation use property for remote parking while another large airport-owned tract immediately adjacent to the terminal remained unavailable because of the existing lease.

This observation illustrates the difficult tradeoffs airport managers must make when flexibility has been reduced by long-term land commitments.

The Purchase and Sale Agreement Reveals Another Planning Assumption

One of the more revealing documents I reviewed was the Airport Authority's revised Purchase and Sale Agreement prepared during 2025.

That agreement proposed selling substantially all of the airport land south of General Spaatz Boulevard to New College.

At the same time, however, it also proposed an **Air Rights Agreement** under which the Airport Authority could someday construct an **airport parking structure** above New College's principal surface parking lot after the land had been sold. The proposal contemplated shared use of that structure by both the Airport Authority and New College.

The accompanying site plans identify the proposed parking structure location and show how the arrangement would operate through retained air rights over land no longer owned by the Airport Authority.

Whether that concept ultimately proved practical is not the important point.

The more significant observation is that the Airport Authority itself was actively exploring future airport parking facilities associated with property it was simultaneously proposing to remove from airport ownership.

That planning concept appears difficult to reconcile with earlier representations that the airport would never need that land for future airport purposes.

Changed Circumstances

By June 2026, circumstances had changed significantly.

The Airport Authority was preparing an updated Airport Master Plan in response to unprecedented passenger growth. The plan would be completed in 2027. **No one yet knows what the highest and best aeronautical use of the leased land will ultimately be, but both New College and the airport authority appear to assume it should be sold.**

The updated Airport Master Plan could objectively evaluate whether the leased land should ultimately support structured parking, terminal expansion, ground transportation facilities, aviation support services, or other future aeronautical purposes. Or be sold to New College.

That determination should result from the Airport Master Plan—not assumptions made in 2023.

Why It Matters

Throughout the controversy, discussion often centered on whether the airport **currently** needed the leased land.

That is not the proper stewardship question.

Airport master planning is designed to preserve options for future generations.

Parking simply demonstrates that operational needs evolve.

Yesterday's excess parking capacity became today's shortage.

Tomorrow's operational priorities may be different still.

If the Airport Authority retains ownership of strategically located airport property, future airport boards retain the flexibility to determine its highest and best aeronautical use.

If the land is permanently sold, those future options are substantially reduced.

Stewardship Question

When a growing public airport is simultaneously updating its Airport Master Plan, experiencing record passenger growth, and evaluating future parking needs, should it permanently dispose of strategically located terminal-area land before determining that property's highest and best future aeronautical use?

The documentary record presented here suggests that preserving flexibility until updated planning is completed is consistent with sound airport stewardship.

Supporting Documentary Example 8-6

The Proposed Baseball Stadium: How Permanent Improvements Can Create Permanent Expectations

"One of the most effective ways to determine whether public land may someday be needed is to ask a simple question: What permanent investments are being made today that could influence public decisions thirty years from now?"

Background

Throughout this manuscript, one recurring theme has emerged.

Long-term leases often evolve into expectations of permanent occupancy.

This evolution rarely occurs through a single decision.

Instead, it develops gradually as permanent buildings, infrastructure, utilities, roads, and other improvements are added to leased property.

Each new investment increases the practical and political difficulty of returning the property to its owner when the lease expires.

The proposed New College baseball stadium illustrates this principle particularly well.

Documentary Record

The **2024 New College Campus Master Plan** depicts a major new baseball stadium and baseball field on the southwest portion of the East Campus.

The accompanying plans show that the proposed facility extends beyond land owned by New College.

According to the Master Plan, the baseball stadium itself is located primarily on New College-owned land, but approximately 2-3 acres of the **outfield extends onto airport property owned by the Sarasota Manatee Airport Authority and leased to New College.**

The annotated site plan included with my research makes this relationship especially clear.

It identifies:

- the passenger terminal north of General Spaatz Boulevard;
- airport parking adjacent to the terminal;
- General Spaatz Boulevard providing the only practical roadway access to the proposed baseball stadium;
- Auto parking relying on airport owned land;
- and the portion of the playing field extending onto airport-owned land.

Viewed together, these plans demonstrate that the baseball complex would function as a single integrated facility even though portions would occupy land under different ownership.

Dependence Upon Airport Property

The planning documents reveal another important characteristic of the proposal.

New College's privately owned land does not contain sufficient land to accommodate a complete collegiate baseball facility without relying upon Airport Authority land for essential components of the project.

These include:

- a substantial portion of the baseball outfield;
- access across Airport Authority property via General Spaatz Boulevard;
- and auto parking located on or dependent upon Airport Authority-controlled property.

Consequently, the stadium is not merely adjacent to airport property.

Its long-term functionality depends upon continued availability of leased airport land.

Why This Matters

Nothing in this discussion should be interpreted as criticism of New College's athletic program or its desire to improve campus facilities.

Universities routinely invest in new athletic facilities.

The stewardship issue is different.

It concerns the long-term consequences of locating expensive permanent improvements so that they depend upon continued use of leased public airport property.

If the Airport Authority eventually determines that recovering its property would better serve future aviation needs, removal of the leased airport land from the baseball complex would **prevent the facility from functioning as designed because much of the outfield would no longer be available for play.**

As a practical matter, future Airport Authority boards would face significant pressure to continue allowing non-aeronautical use of the leased property regardless of changing airport needs.

In that way, a temporary lease can gradually become an expectation of permanent occupancy.

Changed Circumstances

When the **2024 Campus Master Plan** was prepared, New College did not yet own the nearby former **University of South Florida Sarasota-Manatee campus**.

That changed in **June 2026**.

The State of Florida approved transfer of approximately **32 acres** containing modern classrooms, administrative offices, and a substantial residence hall to New College.

That acquisition significantly expanded the College's long-term planning opportunities.

Future Campus Master Plan updates can now evaluate whether athletic facilities, academic buildings, student housing, and other improvements can gradually be consolidated on land owned by the State rather than continuing to depend upon leased airport property.

This new opportunity did not exist when the baseball stadium concept was first developed.

My proposed settlement plan provides an opportunity for New College to acquire the 2-3 acres of airport land that is needed for the baseball field.

Public Stewardship and Governance

My research also documents another circumstance that deserves public consideration.

After the FAA rejected the proposed sale of airport land in April 2024, Airport Authority Commissioner Carlos Beruff announced a personal $1 million contribution toward construction of the proposed New College baseball stadium.

That contribution was entirely separate from Airport Authority finances.

Nevertheless, it illustrates an important governance issue.

When a member of the governing board responsible for protecting airport property publicly supports construction of a major permanent facility that depends upon continued use of leased airport land, members of the public may reasonably ask whether such actions reinforce expectations that the airport property will eventually remain committed to that non-aeronautical use.

I believe public stewardship requires careful attention to how such actions may influence future public decisions and public confidence.

Why It Matters

The proposed baseball stadium demonstrates a broader principle of airport land stewardship.

Permanent improvements create permanent expectations. Over time, those expectations can evolve into political pressure to convert temporary occupancy into permanent ownership.

Once expensive public facilities are constructed, future governing boards inherit practical, financial, and political pressures that did not previously exist.

Those pressures may influence decisions long after the individuals who approved the original project have left office.

Responsible stewardship therefore requires evaluating not only the immediate benefits of a proposed project but also the long-term consequences it may create for future public officials.

Stewardship Question

Should permanent public facilities be designed so that they depend upon continued use of leased airport property, or should public institutions seek designs that preserve long-term flexibility for both the airport and the university?

The documentary evidence presented here suggests that preserving flexibility better protects the long-term interests of both institutions.

Supporting Documentary Example 8-7

Fair Market Value, Appraisal Assignments, and the Stewardship of Public Assets

"When public property is sold, the critical question is not simply what the land is worth. The more fundamental question is whether all of the public's property interests have been identified and properly valued before those interests are permanently transferred."

Background

One of the fundamental responsibilities of every public agency is protecting the financial interests of the public it serves.

When government proposes to sell publicly owned land, especially land subject to continuing federal obligations, the selling agency must establish that the public is receiving fair market value.

For federally obligated airports, this requirement serves two purposes.

First, it protects airport revenue from unlawful diversion.

Second, it ensures that valuable airport assets are not transferred for less than their true economic value.

For these reasons, the FAA places considerable emphasis on appraisal methodology whenever airport land is proposed for sale or when long-term lease changes significantly affect property value.

Documentary Record

The proposed sale of approximately 31 acres of airport land to the State of Florida relied upon appraisal reports commissioned by the Sarasota Manatee Airport Authority and New College.

Those appraisal reports became one of the principal subjects reviewed by the FAA during its evaluation of the proposed land sale.

Rather than accepting the appraisals at face value, the FAA concluded that the appraisal supporting the proposed transaction appeared to be **"out of scope and missing certain information."** The Agency identified numerous concerns involving acreage, valuation methodology, comparable sales, lease documentation, and other elements necessary to support disposition of federally obligated airport property.

The FAA therefore declined to rely upon the appraisals as submitted.

Appraisal Assignments Matter

One important lesson emerged from my review of the appraisal process.

Appraisers do not independently decide every assumption used in an appraisal.

Professional appraisal practice ordinarily begins with the client defining the assignment.

The client identifies the property interests to be valued, establishes the scope of work, and specifies important assumptions.

The appraiser then develops an independent opinion of value within those assignment conditions.

According to the appraisal instructions and related transaction documents that I reviewed, the Airport Authority instructed its appraisers to determine the value of the land proposed for sale.

The appraisal assignment did **not** evaluate several other significant property interests that the Airport Authority owned as landlord.

Among the assumptions reflected in the assignment were:

- valuing the underlying land rather than the Airport Authority's complete bundle of ownership rights;
- not assigning value to the Airport Authority's future ownership interest in buildings and other leasehold improvements that would revert to Airport Authority ownership when the lease expired.

Those assumptions substantially influenced what the appraisers were asked to value.

My concern has never been that the appraisers failed to perform the assignment they were given.

Rather, it is whether the appraisal assignment itself identified all of the property interests that should have been evaluated before determining an appropriate purchase price for federally obligated airport property.

The Property Rights Being Sold

One of the questions I raised during the FAA review was whether the proposed transaction involved substantially more than vacant land.

The Airport Authority owned numerous valuable property interests associated with the New College lease, including:

- ownership of the underlying land;
- the landlord's contractual rights under the existing leases;
- future rental income;
- the right to enforce lease obligations;
- the Airport Authority's future ownership interest in leasehold improvements upon expiration of the lease;
- and other contractual rights associated with the leasehold estate.

Whether those other interests should have been reflected in determining fair market value became one of the significant questions raised during the FAA's review.

Although the FAA did not attempt to calculate an alternative value, it concluded that the appraisal supporting the proposed transaction did not adequately support approval of the requested land release.

The FAA's Continuing Position

The FAA's February 12, 2025 Review Report reinforced the importance of appraisal methodology.

Although the Agency determined that the historic lease would remain in effect as a "grandfathered" agreement, it established a very different standard for any future modifications.

Before any future proposal involving lease amendments, redevelopment, lease extensions, land disposal, or significant changes in land use could proceed, the FAA directed that:

- the Airport Authority complete a professional land survey;
- New College prepare a written redevelopment plan;
- the proposal be reviewed for consistency with the Airport Master Plan;

- and a new certified Fair Market Value Review Appraisal be commissioned using the updated survey, revised lease terms, and redevelopment plan.

The FAA further directed that the review appraisal conform to Compliance Guidance Letter 2018-3, Appraisal Standards for the Sale and Disposal of Federally Obligated Airport Property, demonstrating that future valuation would be conducted under current FAA appraisal policy rather than historical local practice.

An Unusual Transaction

Most real estate transactions involve opposing financial interests.

Ordinarily, sellers seek the highest reasonable value while buyers seek the lowest reasonable price. That may not have happened in this case.

The documentary record establishes that both the Airport Authority and the State of Florida supported the negotiated transaction and jointly sought FAA approval for the proposed transfer.

Whether the appraisal assumptions adopted for that transaction reflected the interests of one party, or both parties, is a question readers may consider after reviewing the documentary record.

The more significant point is that public stewardship requires valuation methods that protect the public interest regardless of the preferences of the parties negotiating the transaction.

Changed Circumstances

The State's acquisition of the former University of South Florida Sarasota-Manatee campus in June 2026 changed the valuation context.

Before that acquisition, New College viewed ownership of the airport land as central to its long-term expansion.

After acquiring approximately 32 acres of adjacent state-owned property containing modern academic buildings, administrative offices, and student housing, the strategic necessity of purchasing airport land became substantially less compelling.

At the same time, continuing passenger growth increased the potential long-term value of preserving strategically located airport property for future aviation purposes.

Those changed circumstances reinforce the FAA's conclusion that any future valuation should be based upon current planning, current redevelopment proposals, and current FAA appraisal standards rather than assumptions developed several years earlier.

Why It Matters

The appraisal controversy was never simply about dollars.

It was about stewardship.

Public officials hold airport property in trust for future generations.

When considering permanent disposition of that property, they have a responsibility to ensure that every significant property interest has been identified and appropriately valued.

The FAA's insistence upon updated surveys, redevelopment plans, Airport Master Plan consistency, and certified Review Appraisals reflects that stewardship principle.

Rather than viewing those requirements as procedural obstacles, they should be understood as safeguards intended to protect both the airport and the public interest.

Stewardship Question

When a public landlord proposes selling leased public property, should the appraisal value only the underlying land, or should it also evaluate the landlord's complete bundle of contractual property rights—including future ownership interests that will revert to the public at lease expiration?

The FAA's review suggests that this broader question deserves careful consideration before federally obligated airport property is permanently transferred.

Supporting Documentary Example 8-8

The FAA's Grandfathering Principle: Respecting Existing Leases While Applying Current Standards to Future Changes

"One of the most important legal principles established during the SRQ–New College controversy was the FAA's distinction between preserving existing contractual rights and evaluating future lease amendments under current federal standards.

Background

Long-term airport ground leases often remain in effect for decades.

During that time, federal regulations evolve.

Airport planning standards are updated.

Appraisal requirements become more sophisticated.

Airport sponsors therefore face an important question.

Should existing leases be required to comply immediately with every new FAA policy?

Or should existing leases be respected while requiring **future modifications** to comply with current standards?

The FAA answered that question directly during its review of the SRQ–New College controversy.

Documentary Record

Throughout the controversy, one concern repeatedly surfaced.

The New College leases originated in **1957** and **1966**, long before many of today's FAA policies and airport compliance standards existed.

Those leases therefore reflected a very different regulatory environment.

In its February 12, 2025 Review Report, the FAA recognized this historical reality.

The Agency concluded that the existing leases could continue as grandfathered agreements.

The FAA did **not** require the Airport Authority or New College to renegotiate the original leases simply because federal policies had changed during the preceding seventy years.

That conclusion respected the contractual rights that both parties had acquired under the historic leases.

The FAA then established an equally important principle.

While the existing leases could continue unchanged, **future amendments would not automatically receive the same grandfathered treatment.**

Instead, any proposal involving:

- extension of the lease term,
- modification of lease boundaries,
- redevelopment of the property,
- significant new facility improvements,
- revised rental terms,
- or other material changes

would be reviewed under **current FAA statutes, regulations, policies, Airport Master Plan requirements, appraisal standards, and federal grant assurances.**

Why the Distinction Matters

This distinction became one of the most important outcomes of the FAA's Part 13 review.

The Agency did not attempt to rewrite history.

Neither did it permit historical agreements to become automatic justification for future amendments.

Instead, the FAA adopted a balanced approach.

It respected existing contractual rights.

It also protected future public interests.

That balance recognizes an important reality.

Long-term leases create legitimate expectations for tenants.

At the same time, public officials have continuing responsibilities to manage federally obligated airport property according to the standards that exist **when future decisions are made**, not merely the standards that existed generations earlier.

Relationship to the Proposed Lease Extension

This principle became particularly significant when the Airport Authority later proposed extending the New College lease from **2056 to 2076**.

Although presented as an amendment to an existing lease, the proposal represented a substantial new public commitment involving:

- an additional twenty years of occupancy;
- revised financial terms;
- redevelopment opportunities;
- and continued long-term commitment of federally obligated airport property.

Under the framework established by the FAA's February 12, 2025 Review Report, such changes were no longer governed solely by the historical leases.

They required evaluation under contemporary FAA policies.

That distinction explains why the proposed lease extension became a fundamentally different issue from simply allowing the historic leases to continue unchanged.

Changed Circumstances

The transfer of the former University of South Florida Sarasota-Manatee campus to New College in June 2026 further reinforced the importance of applying current standards to future decisions.

The acquisition created opportunities that had not existed when the original leases were negotiated in 1957 or 1966.

It also created opportunities that did not exist when the Airport Authority proposed selling the airport land several years earlier.

The FAA's framework allows those changed circumstances to be considered.

Rather than locking public officials into assumptions made decades ago, it requires future decisions to reflect current planning, current airport needs, current appraisal standards, and current public interests

Why It Matters

One of the broader lessons emerging from the SRQ–New College controversy is that good public stewardship requires balancing continuity with adaptability.

Contracts should be honored.

Historical agreements should be respected.

At the same time, significant new public commitments should not escape contemporary review simply because they are described as amendments to older agreements.

The FAA's grandfathering principle achieves that balance.

It protects legitimate contractual expectations while ensuring that future decisions satisfy modern standards of airport stewardship.

Stewardship Question

When long-term public leases are amended decades after they were originally negotiated, should those amendments be evaluated according to historical standards, or according to the laws, policies, and public responsibilities that exist when the amendments are proposed?

The FAA answered that question by distinguishing between preserving existing contractual rights and reviewing future amendments under current standards.

That distinction may become one of the most enduring lessons of the SRQ–New College controversy.

<u>Supporting Documentary Example 8-9</u>

A Pattern of Administrative Exceptions

"Major public controversies are not always defined by one dramatic decision. Sometimes they emerge from a series of comparatively small administrative decisions that, viewed together, suggest a consistent pattern."

Background

Most airport sponsors occasionally grant tenants exceptions to standard policies.

Individual exceptions are not necessarily improper.

Circumstances sometimes justify departures from normal practice.

The stewardship question is whether repeated exceptions consistently favor one tenant without a clearly documented public justification.

During my research, I identified several comparatively small administrative decisions involving New College that, standing alone, might appear insignificant.

Viewed collectively, however, they raise a broader question regarding consistency in the Airport Authority's administration of its landlord responsibilities.

Example One — Modular Dormitories on Airport Land

New College was permitted to install **132 student beds in twelve modular residential buildings** on airport property after the aging Pei Dormitories were removed from service. During my employment by the Sarasota Manatee Airport Authority, they historically prohibited residential modular buildings on airport property, making this approval unusual.

The decision also had long-term lease implications.

Unlike permanent buildings that ordinarily become part of the Airport Authority's remainder interest when the lease expires, the modular dormitories were intended to be temporary structures that would later be removed and sold by New College. That reduced the Airport Authority's future ownership interest in improvements located on the leased property.

The project ultimately proved unsuccessful. According to my research, students occupied the modular dormitories only a few weeks before water intrusion and hurricane-related problems led to their abandonment and eventual demolition approximately one year later.

Example Two — Reconstruction of General Spaatz Boulevard

Another recurring example concerns **General Spaatz Boulevard**, the Airport Authority roadway providing the only access to the leased New College property.

As documented elsewhere in this manuscript, Airport Authority staff and New College discussed reconstructing portions of General Spaatz Boulevard and related campus roadways before completion of the proposed land sale.

Ordinarily, landlords are cautious about making major capital investments in infrastructure when ownership or long-term control of the property may change.

Here, however, roadway reconstruction was being actively considered after negotiations concerning sale of the airport property had been completed

As another accommodation to New College, these discussions reflected an assumption that the College's long-term occupancy of the leased property would continue.

Example Three — Tall Palms Near the Runway Protection Zone

My research also documents New College's construction of the Pat and Charlene Neal Green Park adjacent to the Runway Protection Zone for Runway 4.

According to internal Airport Authority correspondence, New College planted numerous Royal Palms without first submitting the FAA Form 7460 normally required for construction or alterations that may affect protected airport airspace near the end of a runway. Airport staff advised senior management that the project should have been submitted because the mature height of the palms could eventually affect the protected approach surface for Runway 4.

The palms were planted. Whether the palms ultimately become an obstruction is not the principal issue.

The more significant point is that Airport Authority staff themselves documented that the normal FAA review process had not been followed.

Example Four — Airport Fill Dirt Used Off Airport

My research also documents an incident in which soil excavated from airport property after removal of the modular dormitories was transported to New College's bayfront campus for use in a separate construction project.

According to my investigation, Airport Authority policy ordinarily requires excess fill material to remain on airport property for future airport construction projects or storage in an airport borrow area. Yet truckloads of fill dirt were observed leaving the leased airport property and being deposited on New College's bayfront campus, where the New College Master Plan identifies a future parking structure.

I was unable to determine whether New College removed the soil without requesting permission or whether the Airport Authority approved an exception to its normal policy.

Either possibility raises legitimate stewardship questions.

If permission was not requested, airport property was removed without authorization.

If permission was granted, another policy exception appears to have been made for this tenant.

Looking at the Pattern

None of these four examples, standing alone, determines the outcome of the SRQ–New College controversy.

Each involves a comparatively modest administrative decision.

Collectively, however, they help explain why questions arose regarding consistency in the Airport Authority's administration of its landlord responsibilities.

The larger issue is not whether every individual decision was correct or incorrect.

Rather, it is whether repeated administrative exceptions affecting the same tenant created a public perception that New College received treatment different from that ordinarily afforded to other airport tenants.

Public confidence depends not only upon fair decisions but also upon the appearance that similarly situated tenants are administered according to consistent standards

Stewardship Question

When a public landlord repeatedly grants exceptions benefiting the same tenant, should those exceptions be evaluated individually, or should public officials also consider whether their cumulative effect creates a perception of preferential treatment?

Taken together, these documentary examples reveal that the controversy extended well beyond a proposed land sale. They raise broader questions about stewardship of federally obligated airport property, the responsibilities of public officials, and the long-term governance of public assets. Those broader issues are the subject of the next chapter.

Chapter 9

Consistency, Not Change

One of the most revealing aspects of the SRQ Airport–New College controversy was not the FAA's initial decision.

It was the consistency of the agency's position throughout the events that followed.

Public controversies often evolve.

Participants modify proposals.

Officials change.

Political priorities shift.

In this case, however, the FAA's underlying principles remained essentially unchanged.

Whether responding to the proposed sale, subsequent correspondence, or later lease-related issues, the agency consistently returned to the same fundamental responsibility:

Protecting the long-term interests of the National Airport System.

The National Airport System

It is easy to view the controversy entirely through a local perspective.

The FAA could not.

Its responsibility extended to more than 3,000 public-use airports that have accepted federal obligations.

Many decisions involving airport property have implications beyond the immediate transaction.

Airport sponsors throughout the country rely upon consistent application of federal policy.

Communities invest billions of dollars in airport infrastructure based upon the expectation that airport property will remain available to meet future aviation needs.

The FAA therefore evaluates individual requests within the context of the entire National Airport System rather than the unique political or economic circumstances of a single community.

That broader perspective explains why the agency repeatedly emphasized airport stewardship rather than local policy objectives.

Consistent Principles

As additional correspondence was exchanged, several themes repeatedly appeared.

Airport property should remain available for present and foreseeable aviation needs.

Airport sponsors retain continuing obligations after accepting federal grants.

Long-term planning requires preserving future options whenever practical.

Requests to dispose of airport property must satisfy established federal standards.

These principles were not unique to Sarasota.

They reflected long-standing FAA policy applied throughout the United States.

That consistency became one of the most important characteristics of the agency's involvement.

Different Questions

Throughout the controversy I observed that many participants were answering different questions.

New College asked:

"How can the college obtain long-term certainty for its campus?"

State officials asked:

"How can New College be strengthened and expanded?"

Airport officials asked:

"How can the Airport Authority accommodate another important local public institution?"

The FAA asked a different question:

"How will this decision affect the long-term interests of the National Airport System?"

Each question was legitimate.

Each reflected the responsibilities of a different institution.

The controversy developed because the answers did not always point toward the same outcome.

The Value of Institutional Independence

The FAA's consistency illustrates one of the strengths of independent professional administration.

Political priorities change over time.

Public officials and political party affiliations change.

Professional agencies, however, are expected to apply established standards consistently regardless of changing political circumstances.

That expectation helps maintain public confidence that similar situations will be treated similarly.

Whether one agrees with every FAA decision is less important than confidence that decisions are made according to consistent principles rather than shifting political pressures.

In my judgment, that consistency served both the airport and the public interest.

Looking Beyond Sarasota

The controversy at Sarasota Bradenton International Airport was unusual.

The underlying issues were not.

Airport authorities face decisions involving competing public interests.

Colleges expand.

Roadways require relocation.

Private development creates new opportunities.

Local governments pursue economic development.

Airport commissioners must evaluate each proposal while remembering that their primary fiduciary responsibility remains with the airport itself.

That responsibility does not prevent cooperation.

It does require that cooperation remain consistent with long-term airport stewardship.

A Lesson for Future Commissioners

Public service often requires saying "yes."

Occasionally it requires saying "not now."

Sometimes it requires saying "no."

Those decisions are rarely easy.

Airport commissioners frequently face requests from respected public institutions pursuing worthwhile objectives.

The difficulty lies not in recognizing the value of those objectives.

The difficulty lies in determining whether granting a particular request remains consistent with the public trust entrusted to the airport authority.

That responsibility belongs to the airport authority regardless of how worthy another institution's objectives may be.

My Professional Perspective

During my career in airport property management, I learned that the most difficult property decisions rarely involve obviously good or obviously bad proposals.

The difficult decisions involve proposals that offer genuine public benefits while also creating long-term risks.

Responsible airport property management requires looking beyond today's advantages to tomorrow's consequences.

That perspective sometimes leads to unpopular decisions.

It also explains why preserving future flexibility is often more valuable than solving today's immediate problem.

Stewardship requires thinking in generations rather than election cycles.

Chapter 10

Lessons in Public Stewardship

One of the most important lessons of the SRQ–New College controversy is that public stewardship differs fundamentally from public ownership. Governments own many kinds of property, but they do not all hold that property for the same purpose. Airport land, state college campuses, public parks, highways, and conservation lands each exist to serve different public responsibilities. The challenge facing public officials is not simply deciding what is best today but preserving enough flexibility for future generations to make decisions based upon the circumstances they will face.

Throughout this controversy, I came to believe that the central issue was never whether New College deserved to expand. It did. Nor was the issue whether Sarasota Bradenton International Airport should cooperate with another public institution. Cooperation between neighboring public agencies is both common and desirable.

The real question is this: **How should one public institution respond when helping another institution requires permanently limiting its own ability to fulfill the mission entrusted to it?**

That question lies at the heart of public stewardship.

Stewardship Requires Thinking Beyond the Present

Airport commissioners serve for limited terms. College trustees change. Governors, legislators, and local elected officials eventually leave office. Airports, however, remain in service for generations.

For that reason, airport decisions often require a planning horizon measured not in election cycles but in decades. Runways often remain in service for generations. Terminal buildings are expanded repeatedly over time. Land that appears unnecessary today may become indispensable tomorrow.

Once strategically located airport land is permanently sold, those future options disappear.

One of the most important responsibilities of public stewardship is preserving choices for the people who will inherit those responsibilities after today's decision-makers are gone.

Cooperation Has Limits

Nothing in this book should be interpreted as suggesting that airports should refuse to cooperate with neighboring public institutions.

Quite the opposite.

Airports work successfully with colleges, municipalities, counties, school districts, businesses, and community organizations. Such cooperation often benefits everyone involved.

Cooperation, however, should not become abandonment of fiduciary responsibility.

An airport authority exists for one primary purpose: preserving and developing the airport entrusted to its care. Helping another public institution should never require sacrificing that fundamental responsibility.

The FAA's decisions throughout this controversy consistently reflected that principle.

Changed Circumstances Can Create Better Solutions

For nearly three years the public debate focused almost entirely on two alternatives:

- Sell the airport land; or
- Continue the existing lease.

Eventually I realized those were not the only choices.

The State of Florida's June 2026 transfer of the former University of South Florida Sarasota-Manatee campus fundamentally changed the discussion. For the first time, New College acquired approximately thirty-two acres of nearby state-owned land containing modern classrooms, administrative offices, and a large residence hall—almost the same land area as the airport property it leased.

That single event created opportunities that had not previously existed. Good stewardship requires recognizing when changed circumstances justify reconsidering earlier assumptions. Public officials should not become prisoners of decisions made under different conditions decades earlier.

Public Institutions Should Respect One Another's Missions

Another lesson emerging from this controversy is that disagreement among public institutions is not evidence that one institution has failed.

The Governor of Florida, the Legislature, New College, the Sarasota Manatee Airport Authority, and the Federal Aviation Administration all had legitimate responsibilities.

Those responsibilities were simply different.

The Governor sought to expand a public college.

New College sought long-term certainty for its campus.

The Airport Authority was responsible for preserving airport assets.

The FAA was responsible for protecting the National Airport System.

Understanding those different missions makes the controversy easier to understand.

The institutions were not necessarily asking the same question, so it is unsurprising that they often reached different answers.

Stewardship Means Preserving Future Options

Perhaps the most important lesson I learned is remarkably simple.

Good public stewardship rarely depends upon predicting the future correctly.

Instead, it depends upon preserving the flexibility needed to respond when the future turns out differently than expected.

No one anticipated the dramatic growth of Sarasota Bradenton International Airport when the original leases were signed in the 1950s and 1960s.

No one anticipated the State of Florida's transformation of New College.

No one anticipated that the former University of South Florida Sarasota-Manatee campus would become available to New College in 2026.

Public stewardship does not require perfect foresight.

It requires preserving enough flexibility so that future leaders retain meaningful choices.

Good stewardship does not require opposing change. It requires ensuring that change strengthens, rather than diminishes, the long-term public interest.

A Broader Lesson

The SRQ–New College controversy will eventually come to an end.

The principles illustrated by this controversy will not.

Throughout the United States, public officials routinely face decisions involving competing public interests, changing circumstances, and assets held in trust for future generations.

Those decisions deserve careful stewardship rather than short-term political calculation.

The controversy described in this book reminds us that public institutions are strongest when each remains faithful to the responsibilities entrusted to it while respecting the equally legitimate responsibilities of others.

That, ultimately, is the lesson I hope readers remember long after the details of this particular controversy have faded.

Chapter 11

Government and Independent Special Districts

Introduction

The SRQ–New College controversy demonstrates that public institutions often serve different public purposes. The Airport Authority, New College of Florida, the Governor, the Florida Legislature, local governments, and the Federal Aviation Administration each approached the controversy from legitimate—but different—institutional perspectives.

Understanding those differing responsibilities helps explain why disagreements arose. It also illustrates why Florida has chosen to assign certain governmental responsibilities to independent special districts rather than to counties, municipalities, or state agencies.

Why Independent Special Districts Exist

Florida relies extensively on independent special districts to manage public functions requiring continuity, technical expertise, and long-term planning.

Airports, seaports, water management districts, hospital districts, and similar entities are expected to make decisions whose consequences extend well beyond the terms of elected or appointed officials.

An airport runway may remain in service for generations.

Airport land acquired today may not be needed until decades later.

Long-term leases routinely extend beyond the careers of the public officials who approve them.

For those reasons, airport governance benefits from institutions designed to focus on long-term stewardship rather than short-term political priorities.

Independence Does Not Mean Isolation

Independent special districts are not independent because they are unaccountable.

They remain accountable to the public through sunshine laws, public meetings, financial audits, ethics laws, public records requirements, and appointment processes established by state law.

Their independence serves a different purpose.

It allows decisions requiring technical judgment and long-term planning to be made with some separation from immediate political pressures.

The SRQ controversy demonstrates how that independence can fail.

Airport commissioners had to consider the future needs of a growing commercial airport and also the needs of a local college.

The FAA likewise evaluated the proposal from the perspective of the National Airport System rather than local political priorities.

Different Institutions, Different Missions

One lesson reinforced throughout this controversy is that disagreement among public institutions does not necessarily indicate failure.

Different institutions are expected to reach different conclusions because they answer different questions.

The Governor and Legislature sought to expand New College.

New College sought greater certainty for future campus planning.

The Airport Authority's responsibility was to preserve assets needed for aviation.

The FAA sought to ensure compliance with federal obligations applicable to all federally obligated airports.

Each institution has a responsibility to fulfill its own mission.

The challenge arose because those missions occasionally intersected.

Recognizing those differing responsibilities helps explain why compromise often proves more productive than expecting one institution to adopt another's priorities.

Institutional Independence Requires Institutional Discipline

Independence carries responsibilities as well as authority.

Airport authorities must demonstrate that decisions are based upon documented planning, sound professional judgment, and consistent application of policy.

Public confidence depends upon transparency, careful documentation, and adherence to established procedures.

Throughout this manuscript, I have emphasized that those principles strengthen both public trust and institutional credibility.

The Value of Independent Review

One of the strengths of the American system of government is that important public decisions are often reviewed by another institution with different responsibilities.

Local governments generally exercise limited authority over state-owned colleges located on state-owned land, while the FAA exercises independent oversight over federally obligated airport property.

Those reviews should not be viewed as obstacles.

They provide assurance that some public decisions receive examination from multiple perspectives before becoming permanent while some do not.

The FAA's review of the proposed SRQ land sale best illustrates this principle.

Whether one agrees with the FAA's determination or not, the review process demonstrated the value of an independent institution applying nationally consistent standards to an issue with long-term public consequences.

Lessons Beyond Airports

The principles discussed in this chapter extend well beyond airport governance.

Independent special districts exist because some public responsibilities require continuity, expertise, and long-term planning that cannot be achieved as well through traditional political institutions alone.

Public universities, airports, water management districts, and similar organizations frequently work together while remaining accountable to different constituencies and different legal responsibilities.

Successful cooperation depends upon recognizing—not eliminating—those differences.

Conclusion

The SRQ–New College controversy illustrates why independent institutions remain an important part of American government.

Their purpose is not to prevent change.

Nor is it to frustrate the goals of other public agencies.

Their purpose is to protect long-term public interests while working cooperatively with other institutions pursuing equally legitimate public objectives when appropriate.

When each institution understands both its own responsibilities and the responsibilities of others, disagreements become easier to resolve.

Chapter 12

Political Competition, Checks and Balances, and Representative Government

Introduction

The SRQ–New College controversy began as a disagreement over approximately thirty-one acres of airport land. As I researched the controversy and reviewed hundreds of public documents, however, I gradually reached a different conclusion.

The controversy was not simply about airport land.

It became a case study in representative government.

The documentary record convinced me that the controversy developed within a broader political environment in which meaningful institutional checks and balances had become ineffective. While the immediate issue involved an airport and a public college, the underlying governance questions extend well beyond Sarasota and well beyond Florida.

They affect representative government throughout the United States.

Political Competition Matters

Healthy representative government depends upon more than honest public officials.

It also depends upon meaningful political competition.

Competitive elections encourage public debate, expose competing ideas, and provide voters with realistic opportunities to change governmental direction when they believe change is needed.

When one political organization dominates state government for an extended period, that competitive process can gradually weaken.

Public officials appointed by the same political leadership may sincerely believe they are acting independently and in the public interest. Nevertheless, institutions whose responsibilities are intended to balance one another may gradually begin pursuing similar objectives with fewer independent challenges.

The issue is not political ideology.

The issue is the concentration of political influence.

Political Polarization and Government Trifectas

Political polarization has contributed to this problem.

Across much of the United States, voters increasingly identify with one of two major political parties, while fewer elections remain genuinely competitive.

As a result, many states are now governed under what political scientists describe as **government trifectas**—situations in which one political party controls the governor's office and both chambers of the state legislature.

Government trifectas are not inherently improper.

They are the product of our election process.

However, when they persist over many years, they reduce the institutional diversity that naturally develops when different branches of government answer to different political constituencies.

The result can be fewer practical checks and balances within state government, regardless of which political party holds power.

The SRQ–New College Case Study

In my opinion, the SRQ–New College controversy illustrates how this broader governance problem can influence public decision-making.

The Governor sought to expand New College.

The State Legislature generally supported that objective.

State agencies worked to implement it.

New College pursued opportunities that advanced its institutional mission.

The Sarasota Manatee Airport Authority Board increasingly aligned itself with those same objectives, even when doing so required proposing actions that the FAA ultimately determined were inconsistent with federal airport obligations.

Whether that alignment resulted from shared policy priorities, appointment authority, or other institutional influences, the practical effect was that relatively few governmental bodies questioned the underlying objective of transferring SRQ airport property to New College and later transferring the USF-SM campus to New College.

The principal independent institutional review of the airport land transfer came from outside the state's political structure.

It came from the Federal Aviation Administration. The FAA evaluated the proposal under a different legal framework and reached a different conclusion.

There was no independent institutional review of the USF-SM campus transfer to New College from outside the state's political structure, so nothing stopped it.

For me, that became one of the most important lessons of this controversy.

Independent institutions matter and should be protected from political control.

Why Electoral Competition Matters

Representative government functions best when voters have meaningful choices.

Meaningful electoral competition encourages independent thinking within government because public officials know that alternative viewpoints have a realistic opportunity to prevail.

Without competitive elections, institutional independence can gradually weaken.

Boards appointed by the same political leadership may become less inclined to challenge one another's assumptions.

Public agencies pursuing different statutory missions may nevertheless begin moving in the same policy direction.

That possibility is not unique to Florida.

It can occur wherever long-term political dominance reduces effective electoral competition.

Reforming Representative Government

The lessons I draw from this controversy extend beyond airport governance.

They have strengthened my support for election reforms that would encourage broader political competition and improve representative government.

Among the reforms deserving serious public discussion are:

- Nonpartisan, open primary elections.
- Multi-member legislative districts, Proportional representation
- Ranked-choice voting, instant runoff elections
- Independent redistricting commissions following each decennial census.

Each proposal has advantages and disadvantages.

Reasonable people will disagree about which reforms should ultimately be adopted and in what priority.

My purpose is not to advocate one particular electoral system.

Rather, it is to encourage reforms that increase meaningful voter choice, strengthen governmental accountability, and reduce the concentration of political power within any one political organization over long periods of time.

The Goal Is Better Representation

Election reform should not be viewed as benefiting one political party at the expense of another.

Its purpose should be to improve representative government itself.

Healthy democratic systems require vigorous public debate that **a viable opposition party helps provide**.

They benefit from competing ideas.

They function best when public officials know that voters have genuine alternatives.

Political competition encourages institutional independence.

Institutional independence strengthens checks and balances.

Checks and balances protect the public interest regardless of which political party holds power.

Conclusion

The SRQ–New College controversy convinced me that one political party is currently responsible for governmental overreach in Florida and some other states. The other major political party is responsible for governmental overreach in some other states. Only a few states currently enjoy competitive government.

More importantly, it convinced me of something broader.

Whenever political competition becomes weak, the risk of governmental overreach increases because the normal checks and balances within representative government become less effective.

That lesson applies equally to every political party.

The controversy described throughout this book is therefore more than the story of one airport and one college.

It is one example of a larger national challenge facing representative government in an era of increasing political polarization and long-term one-party political dominance in most states.

For that reason, I believe election reform deserves serious national consideration—not because it would change the outcome of one controversy, but because it would strengthen representative government itself by restoring meaningful political competition, reinforcing institutional independence, and improving the checks and balances upon which our constitutional system depends.

Chapter 13

An Opportunity- Lost or Deferred?

Introduction

When I began researching the proposed sale of airport land to New College of Florida, I expected the story to end with a relatively simple question:

Would the Federal Aviation Administration approve the sale?

The FAA answered that question on April 10, 2024.

It said no.

At the time, I believed the controversy might simply continue under the existing leases until they expired in 2057.

Instead, events over the next two years fundamentally changed the circumstances surrounding the dispute.

Those changes created an opportunity that had never existed before.

Unfortunately, that opportunity has not yet been pursued.

The Circumstances Changed

The most significant development occurred in June 2026 when the State of Florida formally approved the transfer of the University of South Florida Sarasota-Manatee campus to New College of Florida, effective July 1, 2026.

That transfer had been under consideration for more than a year before receiving final approval.

It fundamentally changed the relationship between New College and Sarasota Bradenton International Airport.

New College acquired approximately thirty-two acres of nearby state-owned land together with modern classroom buildings, administrative offices, and a large residence hall.

The acreage is approximately equal to the airport land New College leases from the Sarasota Manatee Airport Authority.

The buildings are decades newer than those located on the leased airport property.

For the first time, New College possessed sufficient adjacent land to consolidate much of its academic campus without permanently acquiring airport land.

Looking farther into the future, another opportunity may eventually emerge.

The Uplands Neighborhood, located between the current New College campus and the former University of South Florida Sarasota-Manatee campus, encompasses approximately sixty-two acres.

Someday it may become available for redevelopment or public acquisition if future state policymakers determine that additional campus expansion is desirable.

Whether or when that might occur is unknown.

Its importance is that New College's long-term future need not depend exclusively upon acquiring airport land.

The Baseball Stadium Moves Forward

Despite these changed circumstances, New College announced during its June 30, 2026 Board of Trustees meeting that construction of its new baseball field had begun and was expected to be completed by September 2026.

On July 5, 2026, I submitted a public records request asking the Sarasota Manatee Airport Authority to provide the authorization allowing New College to proceed with construction on leased airport property.

The Airport Authority responded by providing a Tenant Construction Permit signed by former Airport President Rick Piccolo on April 8, 2025.

That permit authorized construction on airport property.

The Authority explained that it does not issue a separate notice to proceed after approving a Tenant Construction Permit. Construction may begin once the tenant obtains all remaining governmental approvals.

The final significant federal approval—the FAA's determination under FAA Form 7460—has now been issued.

Accordingly, New College may proceed with completion of the baseball facility.

The significance extends well beyond construction of an athletic field.

The outfield and related improvements occupy leased airport land.

Once those improvements become permanent, recovering that land for future aeronautical purposes may become substantially more difficult, both politically and practically.

That concern has been a recurring theme throughout this manuscript.

The Airport Authority's response did not address that issue.

My Proposed Settlement

In March 2026, before the transfer of the former University of South Florida Sarasota-Manatee campus received final approval, I met with the new President of the Sarasota Manatee Airport Authority and several members of his executive staff.

During that meeting, I presented the negotiated settlement described earlier in this book and provided a written proposal explaining how New College could eventually vacate the leased airport property through mutual agreement after acquiring the former University of South Florida Sarasota-Manatee campus.

The President advised me that my proposal would receive serious consideration.

On July 5, 2026, I submitted a public records request seeking any communications concerning my proposed settlement.

The Airport Authority responded:

"There have been no proposed settlement discussions. The Airport is continuing the course outlined to Mr. Schussler during our meeting earlier this year. We will be moving forward with updating our Master Plan, and once that process is complete, the Airport will determine what actions are in its best interest."

Based on that response, I conclude that my proposed settlement never advanced beyond the Airport Authority's executive staff.

It was not presented to members of the Airport Authority Board.

It was not discussed with representatives of New College.

It was not presented to members of the New College Board of Trustees.

I was disappointed by that outcome because the transfer of the former University of South Florida Sarasota-Manatee campus created, in my opinion, the best opportunity in decades to resolve this controversy through negotiation rather than continued conflict.

I hope that opportunity has not been lost.

I prefer to believe it has only been deferred.

The Next Phase

The Airport Authority's response makes clear that it intends to complete its Airport Master Plan update before determining what actions are in its best interest.

That means no final decision has yet been announced regarding the future of the leased airport land, including whether it will eventually be sold or remain under lease to New College.

The Master Plan update therefore becomes the next critical stage of this controversy.

The assumptions airport management provides to the master planning consultants may significantly influence the alternatives ultimately presented to the airport authority staff and board.

If the consultants are instructed simply to assume that the New College lease will continue through 2057, they may identify alternative locations for future aeronautical development while treating the leased property as permanently unavailable.

If, instead, they are instructed to assume the possibility that the lease could end before 2057 and that some or all of the land could be returned to airport use, different planning alternatives may emerge.

Those planning assumptions can be provided verbally and have not been disclosed. In other words, the planning assumptions presented to the consultants may determine if future aeronautical development of that land is shown on the master plan update.

As a result, we may never know whether the FAA's and my concerns regarding future development on leased airport land were fully considered during the master planning process.

A Deferred or Lost Opportunity

The transfer of the former University of South Florida Sarasota-Manatee campus fundamentally changed the facts that gave rise to this controversy.

For the first time, New College possessed nearby state-owned property capable of accommodating much of its future growth.

In my judgment, that development created an extraordinary opportunity for the Airport Authority and New College to negotiate a long-term transition away from airport land.

Instead, construction of a baseball field on leased airport property continues while New College seeks state funding to purchase the land.

Additional athletic facilities will likely follow.

The Airport Authority has confirmed that my proposed negotiated settlement was never discussed beyond the executive staff level.

Whether that reflects institutional priorities, political considerations, or simply a decision to postpone a major land-use decision until completion of the Airport Master Plan, I cannot determine from the present public record.

What I can conclude is that the opportunity to pursue an arm's-length negotiated settlement was not pursued.

Conclusion

This book began as an effort to understand one proposed airport land sale.

It became a documentary history of how that proposal developed, why the FAA rejected it, and how changing circumstances created an opportunity for a different solution.

Today, that opportunity has been lost—or perhaps only deferred.

The Airport Authority has chosen to postpone its long-term decisions until completion of its Airport Master Plan in 2027.

Meanwhile, New College continues constructing facilities on leased airport property while continuing to pursue permanent ownership of that property.

The controversy has therefore entered a new phase.

Its outcome will depend not only on future decisions by the Airport Authority, New College, the FAA, and state officials, but also on informed citizens willing to ask difficult questions, examine the public record, and participate in the stewardship of public institutions.

The final chapter of this story has not yet been written.

Appendix A

Timeline of Major Events

Introduction

This appendix summarizes the principal events described throughout this book in chronological order. The timeline illustrates how a series of public decisions made over more than eighty years gradually produced the SRQ–New College controversy.

Viewed individually, many of these events appeared routine or unrelated. Viewed together, they reveal how changing institutional priorities, evolving federal airport policy, and changing circumstances ultimately created both the controversy and, later, an opportunity to resolve it.

The timeline is intended as a convenient reference for readers and should be read together with the more detailed discussion contained in the chapters of this book.

Timeline of Major Events

Date	Event	Why It Matters
1942	The United States acquires land for the Sarasota Army Airfield during World War II.	Establishes the federal ownership that later results in the airport being conveyed to local ownership subject to continuing federal obligations.
1947	The airport is conveyed to local ownership following World War II.	Creates the federally obligated public airport that exists today and establishes the long-term federal interest in protecting airport property.
1957	Sarasota Manatee Airport Authority executes a long-term lease for airport land with a private shopping center developer.	Creates the lease that later becomes the foundation for New College's occupancy of airport property.
1962	The lease is assigned to New College of Florida.	New College becomes the airport tenant, beginning a relationship that continues for decades.
1966	The leased premises are substantially expanded.	Establishes the airport land now occupied by New College.
2018-2021	Airline passenger traffic triples when Allegiant and Southwest Airlines arrive	Airport facility needs suddenly increase. New parking and terminal.
2023	The SMAA approves a proposal to sell approximately thirty-one acres of airport land leased by New College and requests FAA approval.	Begins the controversy that is the subject of this book.
April 10, 2024	The Federal Aviation Administration denies approval of the proposed airport land sale.	The FAA concludes that the proposed sale is not justified under applicable federal law and airport policy.

Date	Event	Why It Matters
2024	The Airport Authority requests reconsideration of the FAA's decision and later withdraws its appeal.	Leaves the FAA's April 10, 2024 determination in effect.
February 12, 2025	The FAA resolves the author’s Part 13 complaint and explains how future amendments to the New College lease would be evaluated.	Establishes an important distinction between the existing lease, which is grandfathered, and proposed tenant changes, which must satisfy current FAA standards.
March 2026	The author meets with the President of the Sarasota Manatee Airport Authority and members of the executive staff to present a proposed negotiated settlement.	Introduces an alternative approach intended to resolve the controversy without selling airport land.
June 2026	The State of Florida completes the transfer of the former University of South Florida Sarasota-Manatee campus to New College of Florida.	Fundamentally changes the circumstances by providing New College with approximately thirty-two acres of adjacent state-owned land, modern academic buildings, and student housing.
June 30, 2026	New College announces that construction of its baseball stadium has begun, including portions located on leased airport land, and approves a Legislative Budget Request seeking $15 million from the state to purchase the leased airport land.	Demonstrates that New College continues to pursue ownership of airport property despite the acquisition of the former USF Sarasota-Manatee campus.
Future	The assumptions Airport management provides to the master planning consultants may significantly influence the alternatives ultimately presented to the Airport Authority staff and Board.	The issues discussed throughout this book remain active. The opportunity for a negotiated resolution still exists.

Appendix B

Principal FAA Documents

Introduction

The controversy described in this book ultimately turned on three principal FAA documents.

The first was the FAA's April 10, 2024 determination rejecting the proposed sale of airport land to New College of Florida.

The second and third were both dated February 12, 2025. One was addressed to Sarasota Manatee Airport Authority President Rick Piccolo and provided the FAA's detailed review of the New College lease and requirements before making changes. The other was addressed to me as the Part 13 complainant and explained the FAA's disposition of my complaint and development conditions placed upon the Airport Authority.

Together, these three documents establish the federal framework governing the proposed land sale, the existing lease, and any future changes affecting the New College leasehold.

Each document is reproduced without alteration except for formatting necessary for publication.

Document 1

FAA Determination Rejecting the Proposed Sale of Airport Land

April 10, 2024

Purpose

This letter is the FAA's formal determination rejecting the Sarasota Manatee Airport Authority's request to sell approximately thirty-one acres of federally obligated airport land leased by New College of Florida.

Significance

This document is the central federal decision in the controversy. The FAA concluded that the Airport Authority had not demonstrated that the land was no longer needed for present or foreseeable airport purposes and declined to release the property from federal obligations.

U.S. Department
of Transportation
**Federal Aviation
Administration**

Orlando Airports District Office
8427 SouthPark Circle, Ste 524
Orlando, FL 32819
Phone: (407) 487-7720
Fax: (407) 487-7135

April 10, 2024

Mr. Fredrick J. Piccolo, AAE
President, Chief Executive Officer
Sarasota Bradenton International Airport
6000 Airport Circle
Sarasota, FL 34241

Dear Mr. Piccolo:

RE: Request to Release Surplus Property
New College Parcel

This letter responds to your submittal, received January 12, 2024, requesting the Federal Aviation Administration (FAA) release certain surplus properties from their federal obligations at the Sarasota Bradenton International Airport (SRQ). The following summarizes of our understanding of the proposal.

A. Property History and Current Use

The subject property was transferred from the United States of America under the authority of the Surplus Property Act of 1944. The deed of transfer is dated December 16, 1947. The proposed release is for 30.94(+-) acres of this obligated surplus property. The land currently is under a long-term lease with a post-secondary institution known as, *New College*, which was privately founded on October 11, 1960. The lease (of 20.436(+-) acres originally) was initiated in 1957 and has a 99-year total term, but the lease was initially proposed for retail development. The retail development never occurred. Instead, the lease was later assigned to New College and expanded to the current acreage on June 26, 1962. No documentation was found to indicate the FAA or its predecessor federal agencies approved the non-aeronautical land use. Currently, it appears that about 34.82(+-) acres of the college campus is on SRQ property. The Authority's release proposal indicates the Authority seeks to reclaim 3.88(+-) acres of the subject land in the proposed purchase/sale agreement. The sponsor states this will allow the airport to regain control of right-of-way and avigation easement areas crucial to airport needs.

The portion of the campus on airport property contains 15 facilities, constructed between 1965 and 2007, with a combined 300,000(+-) square feet of space. Those improvements provide for residential student and/or staff dormitories, meeting rooms, student lounges/activity centers, utility housing, paved vehicle and pedestrian traffic surfaces, recreational game fields, aesthetic and recreational greenspace, water features/retention areas, a swimming pool, and other structures. On or about April 3,1975, the college was sold to the State of Florida (State) and absorbed by its public university system; however, it later regained independence during a State legislative process circa 2001. On April 28, 1988, the Authority reclaimed 3.723 acres of land from the college via a lease addendum, in order to provide for terminal area facilities. That land was exchanged for 3.861 acres of right of way and parking lot property areas. The total annual lease rate for New College is $108,072 per annum, and the agreement is scheduled to end on November 30, 2056.

Based on information reviewed by the Agency, it appears the land leased to New College was converted from aeronautical use to nonaeronautical educational/residential use without FAA consent. The highest and best use of the property has been identified by the sponsor-commissioned appraisals as "office space for speculation/development." The area has been zoned as property for *Medical, Charitable and Institutional* development, which could include office space and meeting space, but residential and recreational use is not necessarily specified. It should be noted that FAA guidance requires all airport properties to be zoned Airport/Light Industrial, consistent with federal grant assurances.

B. Project Purpose and Benefit to Aviation or Airport

The sponsor requests the FAA allow for a retroactive release of the property's aeronautical use provision, allowing for them to dispose of the property so it may remain as a college. The college contains elements that likely are incompatible with airport operations, such as residential, educational, recreational, and water retention areas that could attract wildlife, which may pose a risk to aviation safety.

The Authority indicates it will directly benefit from receiving $11,500,000 in one lump sum for the sale of the land. The Authority states the funds will be used for needed aeronautical development, saving them $18,102,270 over 30 years. These savings would be realized as the airport would not being subject to a prevailing interest rate while repaying municipal bonds issued to fund the aeronautical projects. The sponsor also indicated that it is the fastest growing airport in the country with $200,000,000 of development planned. However, the actual capital improvement needs and proposed projects have not been clearly defined by the Authority. The most recent FAA approved Airport Layout Plan (ALP) is dated 2021 and is based on a Master Plan completed the same year. However, the Master Plan data is thought to be at least 6 years old and is expected to be outdated, especially in light of the sponsor's assertions they are the fastest growing airport in the country.

Considering the above facts, the FAA does not believe the proposal demonstrates a benefit to civil aviation or the national airspace system, other than providing for some operational income that may fund undisclosed aeronautical development. However, as detailed in the following sections, there are concerns with the appraisal for the land, existing lease, and the proposed fair market value (FMV) of the property.

C. Section 163 Determination

The Orlando Airports District Office (ADO) completed a Section 163 determination on the proposed release and found the Agency retains approval authority for the proposal. A copy of the Section 163 determination is attached for reference.

D. Agency Recommendation and Concerns

Compatible Land Use:

There are residential elements (student housing) in the existing New College leasehold. Neither FAA policy nor the 1947 Surplus Property deed itself allow the airport to be used for nonaeronautical purposes, particularly residential purposes, without FAA consent. FAA Order 5190.6b (Change 3), *Airport Compliance Manual*, Section 20.4(d) & 20.5(e), states the following:

> *20.4(d) The FAA will not release airport property from its federal obligations so that it can be used for residential development. Further, if the land is Surplus Property, then DOD must concur that it is not needed for aeronautical or emergency use for the foreseeable future via the normal release process and after a FRN [Federal Register Notice]. Obligated airport land may not be released unless the FAA finds that it is no longer needed for airport purposes, but the release must be restricted to ensure right of flight and prevent incompatible development—like residential.*
>
> *20.5(e). Residential development, either standing alone or collocated as part of a hangar or other aeronautical facility, is not an acceptable use of airport property under the federal grant assurances or surplus and non-surplus property federal obligations. The ADOs and regional airports divisions have the responsibility for ensuring that residential development is not approved as part of a review of a proposed ALP and that airport property is not released for residential development.*

In addition, educational institution land uses are only deemed as compatible with a federally-obligated airport when they are post-secondary schools that include an aeronautical component. The FAA does not find New College to be a compatible land use with SRQ.

Lease Term

The 99-year nonaeronautical lease term of the New College lease exceeds the 25-year limit suggested in FAA Order 5190.6b (see Section 22.33(d)). Also, the manual states that airport leases of any kind should not exceed 50 years without FAA pre-approval, because a lease beyond that equates to a disposal of airport property (see Section 12.3(b)(3)). This is because the sponsor effectively loses control of the property for an extended amount of time, limiting opportunities for needed aeronautical development. Although the sponsor's proposal claims that the land is not needed for current or future aeronautical development, the current Airport Master Plan and resulting FAA-approved ALP are dated, particularly in consideration of the recent rapid growth of SRQ. A Master Plan Update and/or ALP Update with narrative report should be completed to determine aeronautical needs for the foreseeable future.

Lease Rate

The sponsor's proposal indicates the annual lease rate for New College is $108,072, but the Authority's proposal also indicates the Fair Market Value of the property is $1,289,245 per year. The current New College lease rate appears to place the airport in conflict with federal grant assurances, specifically Grant Assurance 24 and 25. Moreover, the current lease documents do not provide for re-appraisal or rate escalation, which may constitute ongoing unlawful airport revenue diversion. The proposal also indicates that the lease agreement documents do not require maintenance of the facilities while allowing the real and financial value (as well as liabilities) to accrue to the Authority at the end of the agreement. The airport's proposal expresses concern that the structures will be transferred to them in a dilapidated state because they predict the facilities will have exceeded their usefulness, with the residual value being considered miniscule. If the lease is allowed to continue and end naturally, this could result in an unlawful airport revenue diversion if the Authority disposes of the improvements and mitigates any environmental concerns (caused by the tenant) using airport finances.

Appraisal

It appears the appraisal was conducted for only 8.85(+-) acres of airport property instead of the expected 30.94(+-) acres. The leasehold interest was valued at $2,025,000, and the land value in fee simple was established at $3,275,000. The appraisal was unclear on the rental valuation and also did not include a review appraisal as suggested by FAA guidance. Also, the comparable sales were for the following:

(1) a "self-storage" facility of 732 units 40 miles away from the subject property;
(2) an undisclosed commercial space located approximately 26 miles away;
(3) pending sale property zoned for institutional/commercial/industrial located about 8 miles away;
(4) a pending sale for property zoned as "open use rural" located about 10 miles away; and
(5) a pending sale for planned development of residential multifamily located about six miles away.

These comparable sales are not thought to be similar to the highest and best use of this property, which the sponsor states are medical/ institutional/charitable office and meeting space. Note, the highest and best use should be airport/light industrial, or possibly commercial use.

Further, the appraisal appears to be out of scope and missing certain information, and not an unrestricted appraisal as required by federal guidance. In fact, it appears the appraiser only reviewed the latest and very abbreviated lease assignment document and not the lease in its totality (rates and charges not discussed in the agreement, for example).

Proposed Resolution

Other than the proposal to divest itself of the airport property in question, it is unclear whether the airport sponsor will seek to address the concern that the existing New College lease may create unlawful airport revenue diversion and an incompatible land use. In their proposal, the sponsor has stated the following reasoning for ensuring the college stays in place:

1. The lease agreement currently does not allow for an appropriate FMV rental rate and appears to allow a continuance of unlawful airport revenue diversion in the form of extremely low rent. As stated above, the airport believes it benefits by selling the property in order to gain airport revenue in the amount of $11,500,000, saving (according to the airport) $18,102,270 in interest payments on a loan they can avoid. However, the proposal also indicates that if the land is leased for compatible nonaeronautical use at fair market value over the next 32+ years, a net benefit of $37,797,536 would be gained. Therefore, it appears a greater benefit results from retaining the property. FAA Order 5190.6b (see Section 22.17(b), second paragraph) and other policy states that Surplus Property should not be released unless there is no greater benefit from retaining the property.

2. The airport doubts the college will vacate the land at the end of the lease willingly, resisting any reclaiming of the land by the Authority. If evicted at the end of the agreement (and potentially before) the Authority fears the college will initiate costly litigation and/or eminent domain processes that could cause significant political problems. However, it is unclear why the Airport could not lawfully reclaim airport property at the end of a lease.

3. The avigation easements that are proposed to be obtained in exchange for the land sale will enhance the Runway Protection Zone safety for "Runway 4." However, the Agency believes the airport should already have local zoning protections in place to assure this.

E. Findings:
In consideration of the above facts, the FAA declines to approve the request to release the subject property from federal obligations.

Should you have any questions regarding this finding, please contact me at 407-487-7225.

Sincerely,

Rebecca R. Henry

Rebecca R. Henry
Acting Manager

CC: Melissa Rivera-Davis, Manager, FAA Southern Region ASO-620
Michael B. Price, Manager, FAA Airport Compliance Division ACO-100

Document 2

FAA Part 13 Review Report to the Sarasota Manatee Airport Authority

February 12, 2025

Purpose

This letter was addressed to Sarasota Manatee Airport Authority President Rick Piccolo. It provided the FAA's detailed review of the New College lease and explained how future proposed changes to the leasehold would be evaluated by the FAA.

Significance

This document established the FAA's forward-looking framework. The FAA treated the existing lease as a grandfathered arrangement but made clear that future amendments, expansions, lease extensions, redevelopment, changes in permitted use, or land sales would require review under current federal law, FAA policy, airport planning requirements, appraisal standards, and grant assurances.

U.S. Department
of Transportation
**Federal Aviation
Administration**

Southern Region Airports Division
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February 12, 2025

Frederick J. Piccolo, AAE
President, Chief Executive Officer
Sarasota Manatee Airport Authority
Via Email to fredrick.piccolo@flysrq.com

Dear Mr. Piccolo:

14 CFR Part 13 Review Report New College Land Lease

In December of 2023, the Federal Aviation Administration (FAA) Office of Airports, Southern Region, Safety and Standards Branch (ASO-620) received media information, concerning a nonaeronautical post-secondary institution (college) located on Sarasota/Bradenton International Airport (hereinafter referred to as "SRQ" or "Airport").[1] The article indicates that the Sarasota Manatee Airport Authority (Authority), owner and public sponsor of the airport, may not be fully compliant with its federal airport obligations, regarding SRQ. The article contained information that the college's ground lease is located on restricted Federal Surplus Property provided to the Airport via the Surplus Property Act of 1944 (Act).[2]

Land and Leasehold History

The subject Federal Surplus Property was transferred, via the Act, to the Authority on December 16, 1947. The land is currently under a long-term lease (approximately 99 years) with *New College of Florida* (hereinafter referred to as "New College"). On October 2, 1957, the Authority entered that 99-year lease with Northport Shopping Plaza, Inc. so that a commercial shopping center (grocery, retail, professional services, personal services, etc.) could be constructed on the approximately 20+- acres of Federal Surplus Property. It appears that the commercial shopping center was never developed. New College was later privately founded on October 11, 1960, and the commercial shopping center lease was assigned to New College on June 26, 1962. Subsequently, it appears New College expanded its leasehold on SRQ by about 14 acres on June 26, 1966. Airport leadership then had the opportunity to open the New College lease for re-negotiation/update circa 1988.

On or about April 28, 1988, it appears, a lease addendum reduced New College's footprint by about four acres, leaving approximately 30+- acres of land currently controlled by the New

[1] The article can be reviewed @ New College agrees to purchase 31 acres from SRQ airport | Your Observer.
[2] The Surplus Property Act of 1944 was enacted by the United States Congress on October 3, 1944 to allow the government to dispose of surplus real estate and personal property to local public agencies such as states, political subdivisions, municipalities, and tax-supported institutions.

College lease. Lastly, it appears the Authority may have quit claim to approximately 4+- acres of the Federal Surplus Property in 2007 for the purposes of allowing the land to be used for a nonaeronautical museum. Therefore, it would appear the current New College leasehold may be about 25+- acres.

Land Use Compliance Determination

The Federal Surplus Property deed restrictions require consent to enter a nonaeronautical agreement; as per the deed, this consent would need to be provided from the Civil Aeronautics Authority (CAA), which is now FAA.[3] Also, the 99-year lease granted to New College, via the lease assignment, expires in 2056. This has been a potential grant assurance compliance concern for ASO-620, regarding FAA Grant Assurance 5, *Preserving Rights and Powers*. That contractual grant assurance requires an airport owner/grant sponsor to retain sufficient control of its federally obligated airport property and the development thereon.

Leasing federally obligated airport surplus property for a period of longer than 50 years, without FAA concurrence, is considered a significant loss of control, rights, and powers that equates to an unauthorized airport land disposal, as per FAA policy. Therefore, FAA's written concurrence for both the 99-year lease and the nonaeronautical use thereof would have been required prior to the Authority allowing the New College lease to begin. Disposal and sale of the 4+- acres for the nonaeronautical museum also would have required FAA's written consent, since it is a straightforward disposal of Federal Surplus Property from the Airport Layout Plan (ALP).

Circa January 2024, ASO-620 was initially concerned that none of the historical letters about the FAA's review of the museum disposal or the college land use and lease terms in question meet FAA's current standards for allowing land use changes and disposals on Federal Surplus Property. However, supplemental information provided to FAA by airport leadership, on May 8, 2024, documented that FAA previously neither objected to New College buildings on the subject airport property nor the lengthy lease term. It appears these airport land uses/buildings may have included post-secondary education facilities such as administrative offices, classrooms, seminar rooms, and a gymnasium, but it is unclear whether FAA understood that the facilities would include more than just classroom space when it offered a "no objection" response to the lease.[4]

Also, on May 8, 2024, the Authority provided information that a letter sent by FAA on November 27, 2007 does appear to constitute an FAA release letter for the 4+-acre Federal Surplus Property sale, and a Deed of Release was attached to the letter. Therefore, it does appear that FAA previously consented to a release of the approximately four acres of the Airport's Federal Surplus Property. However, it is currently unclear whether this land may have been appropriately deleted from New College's approximately 35+- acres of current leasehold land holdings on the ALP.

Regarding lease concurrence, the initial review correspondence from FAA on these New College lease matters appears to have occurred on March 23, 1964 via a letter, from the now closed FAA

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[3] CAA was later replaced and succeeded by FAA after the Federal Aviation Act of 1958. The Airport's December 16, 1947 Federal Surplus Property deed states, "…the property transferred hereby may be successively transferred only with the approval of the CAA <u>or the successor Government agency [FAA]</u>…"
[4] These are all enclosed facilities at the time of construction.

Miami Airport District Office. It indicated that, *"This office has no objection to recognizing New College, Inc. as the legal sub-lessee of the land involved in the said lease, in view of the fact that the shopping plaza was not constructed and the lease rights were acquired by New College, In., in June 1962."*[5] The March 23rd letter clarified that an acceptable New College lease would need to be created for the FAA to consent to transfer of the agreement. Another letter from FAA dated April 27, 1966 offers comments about a draft lease apparently provided for review to FAA by the Airport in response to the March 23, 1964 FAA letter. Yet a third letter, dated July 8, 1966 and sent by the FAA to the Airport, indicated that there is no objection to the revised lease except for missing nondiscrimination provisions. The July 8th letter indicates that the permitted use within the lease was identified as "classrooms" and clarifies that the lease must comply with local zoning policy. No recreational or residential uses were identified, and local zoning policy from that era is unclear to FAA.

Notwithstanding, the fact that the New College lease is on property restricted to only aeronautical use means that the release of that deed restriction (for the land to be used for airport purposes only) would have been required to afford the New College agreement. Also, the fact that the lease equates to a disposal (because the term is beyond 50 years) also means that written release of the Federal Surplus Property Deed's National Emergency Use Provision (NEUP) would have been required from the United States Department of Defense (DOD). This would allow the land to be used for nonaeronautical purposes.[6] This is regardless of local contracting activity for the subject land or FAA's apparent consent to proposed lease terms thereof.

It is also concerning that it appears DOD did not concur in writing to the release of the NEUP in the Surplus Property Deed (for the 4+-acres of land apparently disposed via quit claim deed circa 2007), as required. FAA staff conditionally consenting to lease terms or purchase/sale agreement drafts and not objecting to related proposed land uses is not equivalent to FAA approving of a Federal Surplus Property land use change or disposal. It is also not equivalent to FAA receiving a NEUP release from DOD. In other words, draft airport lease reviews and federal airport property releases are two separate processes with different documentation requirements and approval authorities.

Regardless of the deed restrictions controlling the land use, it appears that the compliance concerns with the New College lease, initially identified by ASO-620, are based on FAA policy that was created after the date of the latest New College lease amendment of 1988. For example, the 1988 lease update was prior to guidance about airport revenue use (1996), land use compatibility (2022) and modern land use/sale release processes (2023). Since past

FAA guidance and directives from the now closed FAA Miami Airport District Office, which originally concurred with the lease, is unclear, a Corrective Action Plan is not being requested currently. This is because ASO-620 believes that the lease is essentially "grandfathered." However, if the Authority proposes to do any of the following now or in the future, it must

[5] It should be noted that this was also apparently a retroactive review where FAA was informed about the shopping center agreement and assignment to New College after-the-fact.

[6] Among several other legal covenants, the land's Federal Surplus Property Deed restrictions include requiring obtaining preapproval to change land use restrictions or dispose of the land (or a portion of the land) and approval for NEUP release from the government DOD. These covenants run with the land, but it appears the Authority may have been unclear about their meaning and impact circa the 1960s.

submit a request to the ORL-ADO to ensure the proposed plan aligns with the Airport Master Plan:

expand/change the leasehold area;

expand/change the permitted uses of the leasehold area;

ï lengthen/change the lease term;

ï allow the lessee to make improvements/expansions to existing

ï enter into a new agreement with the same lessee for the same or similar purposes;

ï enter into a new agreement with a different lessee for the same or similar purposes;

ï enter into a new agreement with the same or different lessee for any nonaeronautical purpose;

ï and/or sell any portion of the leasehold area/Federal Surplus Property

If the ORL-ADO concurs that any potential proposed changes are compatible with the pending Airport Master Plan update, current federal law and FAA policy will apply to the new/updated land use, land user, and land use agreement. If the kinds of expansions or changes listed above occur to any areas of the New College leasehold, including recreational/greenspace, research, classroom, or residential areas, FAA will also require a proposed re/development plan from New College in writing and a leasehold land area survey update by a professional, certified third party surveyor. A new Fair Market Value Review Appraisal must also be commissioned based on the new land survey, updated lease, and re/development plan.[7] FAA may also periodically review the agreement for compliance after it is executed and finalized, in order to monitor operational and financial compliance.

In addition, any current/proposed areas of New College's leasehold that have not been subjected to a 14 CFR Part 77 study of airport airspace analysis must be addressed with the FAA's Orlando Airports District Office (ORL-ADO) within 120 days of this letter. This should occur via initiation of an airspace study application that adheres to FAA policy. Finally, an update to the ALP and its property maps may be required by the ORL-ADO, based on conditionally approved plans to change/update the leasehold areas discussed herein and/or based on the pending Airport Master Plan update.

Also, please note that since no NEUP release was obtained from DOD, New College may be asked to vacate the premises, or a portion of the premises, in question by DOD or other federal agencies prior to the end of its local agreement. This could potentially occur if a declared national emergency requires use of the Federal Surplus Property or New College facilities by the federal government. If concerned about the NEUP, the Authority may potentially address this

[7] FAA Review Appraisal guidance can be found @ Compliance Guidance Letter 2018-3, Appraisal Standards for the Sale and Disposal of Federally Obligated Airport Property, 27 August 2018

issue by submitting a Land Disposal Release request (for private sale of the land, removal of the NEUP, and removal of the land area from the ALP) in writing to FAA via the ORL-ADO.

If such an application is received, release consent from FAA or approval from DOD is not guaranteed. However, ASO-620 and the FAA Office of Airport Compliance (ACO-100) will help review it thoroughly using modern federal regulations as well as policy, processes, and procedures prescribed in published in the latest versions of FAA Orders and Federal Register Notices (FRN). These FAA policy documents include, but are not limited to, the following documents published by ACO-100:

- 2014 - FRN *Policy and Procedures Concerning the Use of Airport Revenue* [Docket No. FAA-2013-0988] – Directs how an airport can collect and use airport funds.

- 2018 - Compliance Guidance Letter 2018-3, *Appraisal Standards for the Sale and Disposal of Federally Obligated Airport Property* – Includes guidance on how to conduct and review appraisals, as per FAA standards, which may be similar to but slightly different from state or national appraisal standards promulgated by industry groups such as the Uniform Standards of Professional Appraisal Practice organization.

- 2023 - FAA Order 5190.6B, *Airports Compliance Manual—Change 3* – Provides guidance and directives to FAA staff, regarding the FAA Airports Compliance Program.

- 2024 - FRN *Policy Regarding Processing Land Use Changes on Federally Acquired or Federally Conveyed Airport Land* [Docket No. FAA-2022-0432] – Simplifies procedures for making land use changes and limits use of releases to actual sale or disposal of airport property.[8]

Conclusion

Considering the foregoing, ASO-620 requests that any *draft* changes or significant revisions to the New College agreement/leasehold that may potentially occur or that have occurred since the lease was last updated (circa 1988) are shared with the ORL-ADO. This will help provide for a proactive compliance review and for coordination with ASO-620 prior to execution of the changes and agreements. Doing this well in advance of making any changes to the land area(s) or contract(s) in question may help prevent inadvertent FAA Airport Compliance Program issues or future noncompliance complaints from the public.

If the Authority has questions about how to initiate or manage any of the airport planning processes and procedures discussed herein please contact the ORL-ADO Community Planner for SRQ. These processes and procedures may include, but are not limited to, 14 CFR Part 77 applications, Master Plan/ALP updates, Land Use Change or Land Disposal Release requests, etc.

ï

[8] Also see 14 CFR Part 155 for regulations about the *Release of Airport Property From Surplus Property Disposal Restrictions.*

Thank you for your attention to this matter. If I can be of any assistance or answer any questions that you might have, please do not hesitate to contact me directly. I can be reached at Keturah.A.Clark@faa.gov.

Sincerely,

Keturah A. Clark, Airports Compliance Specialist
FAA Office of Airports, Southern Region
ASO-620

cc:

Steven E. Hicks, Director, FAA Office of Airports, Southern Region
Jasmine Evains, Deputy Director, FAA Office of Airports, Southern Region
Melissa Y. Rivera-Davis, Manager, ASO-620
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Jenny Iglesias Hamann, Airport Community Planner, ORL-ADO
Flora Colom Acosta, Airport Program Manager/Engineer, ORL-ADO

Document 3

FAA Part 13 Complaint Disposition Letter to John M. Schussler

February 12, 2025

Purpose

This letter was addressed to me as the Part 13 complainant. It explained the FAA's disposition of my informal complaint concerning the New College lease and the Airport Authority's federal obligations.

Significance

This document closed the FAA's review of my complaint while confirming that the FAA had independently reviewed the New College lease issues and provided written compliance guidance to the Airport Authority. It is important because the complaint was dismissed procedurally, but the underlying issues were not ignored; they were addressed through the related Review Report sent to the Airport Authority.

U.S. Department
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Federal Aviation
Administration

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February 12, 2025

John Schussler, AAE Emeritus
4431 Winston Ln S.
Sarasota, FL 34235-3210
Telephone: 901-212-4217
Via Email to: johnschussler@verizon.net

14 CFR Part 13, *Investigation and Reporting Procedures*
Airport Compliance Complaint Dismissal Notification

Dear Mr. Schussler:

The Federal Aviation Administration (FAA) Office of Airports, Southern Region, Safety and Standards Branch (ASO-620) has completed its review of your 14 CFR § Part 13 complaint. The complaint alleges that the Sarasota Manatee Airport Authority (SMAA), owner of Sarasota/ Bradenton International Airport (SRQ), is operating the airport in a manner inconsistent with its applicable federal obligations.

Complaint Summary

The complaint alleges that SMAA is allowing a current post-secondary education tenant, New College of Florida (New College), to construct a portion of a recreational facility on airport land when the land is needed for aeronautical use and/or development. The concern is that allowing the recreational construction will make it difficult for the airport to potentially recover that airport land for aeronautical purposes in the future. The complaint also alleges that SMAA leaders are proceeding with a long-term airport parking plan that avoids using airport land erroneously leased to the New College. This is despite the allegation that the subject New College lands would be best for the project. The complaint also alleges that the airport is not using contractual leverage it has regarding the New College lease agreement, such as enforcing the maintenance requirements in the lease, to help make the agreement more compliant with federal laws. Instead, SMAA allegedly allows New College to abandon facilities, such as dormitories, and replace them with $1,000,000 worth of modular buildings that the college will always own.

FAA Airport Compliance Standards

FAA Order 5190.6B, FAA Airport Compliance Manual, at ¶2.8(b), indicates that a federally obligated airport sponsor is currently meeting its federal commitments when:

a. The airport's federal obligations are fully understood;

b. A program (e.g., preventive maintenance, leasing policies, operating regulations, etc.) is in place that the FAA deems adequate to carry out the sponsor's commitments;
c. The sponsor satisfactorily demonstrates that such a program is *currently* being carried out; and
d. Past compliance issues have been adequately addressed.

The FAA's airport compliance program is designed to achieve *voluntary* compliance with federal obligations accepted by owners and/or operators of public-use airports developed with FAA-administered assistance.

FAA Complaint Processing Standards

In addressing allegations of noncompliance, FAA will determine whether an airport sponsor is currently in compliance with applicable federal obligations. Consequently, FAA will consider the successful action by an airport to mitigate potential past violation(s) of applicable federal obligations to be grounds for dismissal of such allegations. This includes evidence of the airport/sponsor actively cooperating with FAA in order to resolve potential or alleged violations. Additionally, the burden of proof concerning noncompliance allegations is borne by the complaining party as per FAA order 5190.6B, FAA Airport Compliance Manual, at ¶5.8(c), which states the following:

> *When evaluating a complaint, the investigating FAA Office must identify the facts and separate facts from unsubstantiated allegations. Only complaints supported by facts may be considered in finding an airport in noncompliance for purposes of withholding discretionary funding. The complaining party has the responsibility to provide sufficient factual information to support allegations. A supported fact is one that can be substantiated through corroborating evidence.*

To review this complaint preliminarily, my office collaborated with the Orlando Airports District Office (ORL-ADO) to determine whether SMAA is currently noncompliant with its federal requirements, under its contractual grant agreements with FAA. Informal reports of alleged noncompliance with federal law at obligated public airports are primarily addressed through the FAA's review of written submissions. Reports of alleged violations must conform to the below standards.

ï Clearly state each alleged violation;
ï Identify the specific grant assurance(s) perceived to have been violated;
ï Provide a comprehensive, detailed description of the alleged violation, including the actions and/or inactions taken by the airport sponsor which result in the alleged violation;
ï Provide issue-by-issue supporting arguments, information and documentation; and
ï Include a summary of the actions you have taken to bring the perceived violation(s) to the attention of the airport sponsor and any efforts to resolve the issues directly with the airport sponsor

Factually accurate, supporting detail is essential for FAA to effectively evaluate and determine the validity of each allegation. Allegations which do not fall within the scope of the FAA Airports Division jurisdiction, that were previously adjudicated by ASO-620 (with no new

information presented), or which lack sufficient clarity to permit evaluation, were not reviewed further. The remaining allegations were reviewed by the ASO-620 compliance team and ORL-ADO managers to determine whether further FAA action is warranted.

Compliant Review

The complaint alleges noncompliance with federal laws that impact public use airports conveyed or assisted with federal support/funds. This is because the airport land being occupied by New College is being used for nonaeronautical activities despite Federal Surplus Property deed restrictions that preserve the land for aeronautical purposes only. Only FAA may consent to a temporary *Change in Use* or *Land Disposal* release of obligations. ASO-620 was made aware of the New College agreement in December of 2023, and a 14 CFR Part 13 review was started circa January of 2024 to inquire about the New College operation. The inquiry included questions as to whether SMAA could document written FAA pre-approval/consent for the land use change; and whether the United States Department of Defense (DOD) has agreed to remove the National Emergency Use Provision (NEUP) of the Federal Surplus Property deed. This inquiry was started due to a media report about New College that was shared with ASO-620 by the FAA Office of General Counsel and the FAA Office of Airport Compliance (ASO-100) via email (both located in Washington, D.C.). Verbal reports of the article were also received from ORL-ADO staff.

A 14 CFR Part 13 review determination was written to address those issues, and it was issued on February 12, 2025. The determination, attached, addresses current airport needs assessments and master planning that may be required by ORL-ADO. It also notifies the airport's leadership that while the New College agreement itself was approved by a now closed office of FAA many decades ago, it currently appears that the actual release of deed obligations was never processed as per legal requirements and never recorded. This applies to the majority of the New College land except portions that may currently be occupied by a local museum. This may have been allowed by the closed branch staff due to FAA policy that was likely significantly different from that of today. The past FAA guidance provided to New College and SMAA is also not clear, as, again, the lease was reviewed by a now closed FAA office many decades in the past. Therefore, the lease will be allowed to expire as-is and is considered a "grandfathered" lease agreement by ASO-620. However, any additions, expansions, extensions or changes to the New College lease, leasehold area, and/or facilities will trigger ASO-620 to enforce all modern airports compliance laws, grant assurances, policies, rules, and programs.

These contractually binding assurances include, but are not limited to, Grant Assurance 23, *Exclusive Rights*, Grant Assurance 24, *Fee and Rental Structure*, Grant Assurance 25, *Airport Revenue*, and Grant Assurance 29, *Airport Layout Plan (ALP)*.[1] In addition, the airport is being asked to work with the ORL-ADO to study all current New College facilities and structures not previously studied as per 14 CFR Part 77, *SAFE, EFFICIENT USE, AND PRESERVATION OF THE NAVIGABLE AIRSPACE*, to help ensure current compliance with Grant Assurance 20, *Hazard Removal and Mitigation,* and other safety-related grant assurances.[2] The airport was also

[1] The typical modern FAA Grant Assurances can be found @Airport Improvement Program Grant Assurances for Airport Sponsors, May 2022 (editorial update 1/2025)
[2] For more on hazard mitigation study and airspace review policy, please see eCFR :: 14 CFR Part 77 -- Safe, Efficient Use, and Preservation of the Navigable Airspace (FAR Part 77)

asked to be mindful of off-airport land uses in the airport vicinity that may impact on-airport operations, including (but not limited to) recreational facilities owned by New College. ORL-ADO may also require special hazard mitigation and safety studies, and ASO-620 encourages the airport to actively lobby against construction of off-airport New College facilities that may introduce untenable hazards, as per Grant Assurance 21, *Compatible Land Use.*

Note, the attached 14 CFR Part 13 determination letter indicates that the airport may choose to submit a request to release the New College leasehold area (in whole or in part) from the ALP and/or temporarily change the use of the area on the ALP to nonaeronautical purpose. However, such an application must be processed by ORL-ADO and must be consistent with current airport forecasting and master plans. The ORL-ADO determines whether the land is likely needed for aeronautical use and development in the short-term and long-term. The ORL-ADO's airport community planners and managers will assess any future proposal of this nature and work with ASO-620 as well as ACO-100 to ensure modern FAA procedures on public airport land use changes and disposal releases are enforced.[3] As a part of this process, ASO-620 will also conduct a review of a new, certified, and professional *Review Appraisal* SMAA should rely upon to establish the new proposed lease rate and/or sale price negotiated in contractual agreements with New College.

Regarding SMAA's alleged missteps with enforcement of the maintenance requirements of the New College lease agreement and alleged failing to use those requirements as leverage to ensure compliance with federal law, tenant contract enforcement is a local legal matter for assessment in local jurisdictions. FAA is not a party to local airport-tenant agreements and therefore does not dictate how they are crafted, managed, or defended by any party or parties to the agreement. SMAA is solely responsible, as the owner of the airport, for assessing its contractual risks and making contractual decisions. This includes about how the current New College lease requirements are enforced until the lease expires. SMAA legal counsel and leaders consider local rules and laws about New College's post-secondary institution ground lease contract enforcement. FAA will, however, from time to time may choose to review local contracts to determine whether they are compliant with federal law and requirements, as ASO-620 has recently done for New College.

Your complaint also raises concerns regarding the use of modular facilities on airport property, which "are improvements that the college will always own." Permanent structures erected on public airport property by tenants may represent a property encumbrance in violation of Grant Assurance 4, *Good Title*, and Grant Assurance 5, *Preserving Rights and Powers*. However, this is normally only the case if the total residual value of tenant improvements do not revert to the airport owner at the end of the contractual agreement. These types of encumbrances could include fixed structures, such as a "brick-and-mortar" building, that require a local Certificate of Occupancy to be issued by an appropriate governing body or local public agency. It appears modular units at New College do not meet the definition of an airport structure or facility that could possibly cause an encumbrance on the land deed. This is because, by definition, modular units can be assembled and disassembled as personal property and do not appear to require local safety or fire certifications.

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[3] This policy may be found @Federal Register :: Policy Regarding Processing Land Use Changes on Federally Acquired or Federally Conveyed Airport Land.

Conclusion

Upon review of the New College lease, it is apparent that many modern FAA grant assurances and related guidance did not exist at the time it was consented to by FAA staff many decades ago. This includes rules about airport land Change in Use approval processes, airport land use compatibility determinations, public airport land Review Appraisal requirements, and Airport Revenue use standards, primarily. Therefore, no corrective action plan was requested from SMAA by ASO-620 to address any airport compliance issues. Furthermore, the attached 14 CFR Part 13 determination closes FAA's previous inquiries into matters at New College as well as your recently filed airport compliance complaint. However, the ORL-ADO will follow up with the airport to address any areas of the airport/New College leasehold (or land uses in the vicinity) that may require 14 CFR Part 77 study and to work on airport planning, forecasting, and/or land release matters. ASO-620 will provide support to the ORL-ADO on these matters, if requested.

Please be aware that his preliminary determination is <u>not</u> a final agency decision subject to judicial review. If you believe this office has erred with regard to this informal complaint dismissal, you may potentially qualify to file a formal complaint under 14 CFR Part 16, *Rules of Practice for Federally-Assisted Airport Enforcement Proceedings*.[4] If desired, you may use that process to elevate your concerns to ACO-100.[5]

Sincerely,

Keturah Clark
Airports Compliance
Specialist ASO-620

ENCLOSURE

cc:

Steven Hicks, Director, Airports Division, Southern Region (ASO-600) Jasmine Evains, Deputy Director, ASO-600
Melissa Y. Rivera-Davis, Manager, ASO-620 Juan Brown, Manager,
ORL-ADO
Rebecca Henry, Assistant Manager, ORL-ADO Krystal Ritchey, Assistant
Manager, ORL-ADO
Kyle P. Stephens, Airport Community Planner, ORL-ADO
Flora Acosta Colom, Airport Engineer and Program Manager, ORL-ADO

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[4] Please see the following link for the 14 CFR Part 16 regulations, which govern Airport Noncompliance Reports to ACO: eCFR :: 14 CFR Part 16 -- Rules of Practice for Federally-Assisted Airport Enforcement Proceedings (FAR Part 16).

[5] Please see the following link for more information on your rights and responsibilities as well as the 14 CFR Part 16 process: Airport Sponsor and Airport User Rights and Responsibilities, 2013 (faa.gov). Also see Complaints about Airport Compliance | Federal Aviation Administration (faa.gov)

Concluding Note

These three FAA documents should be read together. The April 10, 2024 determination explains why the proposed land sale was rejected. The February 12, 2025 Review Report explains how future lease changes will be evaluated. The February 12, 2025 complaint disposition letter explains how the FAA resolved the Part 13 complaint while preserving the compliance framework established in the Review Report.

References

The following references are organized by source type. Together they represent the principal sources consulted during the research and preparation of this book. Most are publicly available through the issuing agencies or organizations.

Federal Aviation Administration Documents

- FAA Determination Letter, April 10, 2024.
- FAA Review Report to the Sarasota Manatee Airport Authority, February 12, 2025.
- FAA Part 13 Complaint Disposition Letter to John M. Schussler, February 12, 2025.
- FAA Airport Compliance Manual (current edition).
- FAA Airport Sponsor Grant Assurances.
- FAA Advisory Circulars relating to airport planning, airport land use, airport property management, and disposal of airport property.
- FAA Orders relating to airport compliance, airport planning, surplus property, and the release of federally obligated airport land.
- FAA Form 7460, *Notice of Proposed Construction or Alteration*, and related determinations.

Federal Statutes and Regulations

- Airport and Airway Improvement Act.
- Federal Surplus Property Act and related federal airport property authorities.
- Title 49, United States Code.
- Title 14, Code of Federal Regulations.
- Other applicable federal statutes, regulations, and published guidance governing federally obligated airports

Sarasota Manatee Airport Authority Documents

- Airport Authority Board agendas and minutes.
- Airport Authority lease agreements and amendments.
- Airport Master Plans.
- Airport property appraisals.
- Airport zoning and land-use documents.
- Engineering and planning reports.
- Public records obtained from the Airport Authority.
- Official correspondence and related public documents.

New College of Florida Documents

- Board of Trustees agendas and minutes.
- Campus Master Plans and planning documents.
- Legislative Budget Requests.
- Public presentations.
- Official correspondence and public records.

University of South Florida Documents

- University of South Florida Sarasota-Manatee campus documents.
- State transfer documents.
- Planning documents and related public records.

Florida Statutes

- Florida Statutes, Chapter 332 — Airport Authorities.
- Florida Statutes, Chapter 333 — Airport Zoning.
- Special Acts creating and governing the Sarasota Manatee Airport Authority.
- Other applicable Florida statutes and administrative regulations.

Other Government Documents

- State of Florida publications and reports.
- Florida Department of Transportation documents.
- Florida Board of Governors documents.
- Sarasota County documents.
- Manatee County documents.
- City of Sarasota documents.
- Other governmental reports and public records

News Articles and Media Reports

- WUSF Public Media.
- The Bradenton Times.
- Suncoast Searchlight.
- Sarasota Herald-Tribune.
- Business Observer.
- Other local, regional, and national news organizations reporting on the SRQ Airport–New College controversy.

Books and Other Published Sources

- Airport planning publications.
- Airport management publications.
- Professional journals.
- Academic publications.
- Books and other published reference materials.

Personal Communications

- Meeting with Sarasota Manatee Airport Authority President and executive staff, March 2026.
- Public meetings attended.
- Public records requests and responses.
- Personal correspondence.
- Other firsthand observations identified within the text.

Continuing Developments

Introduction

The principal manuscript documents the history of the SRQ Airport–New College land controversy through completion of the major research and writing effort.

The controversy, however, did not end when the manuscript was completed. Decisions by the Sarasota Manatee Airport Authority, New College of Florida, the Federal Aviation Administration, the State of Florida, and other public officials continue to shape the future of the airport property discussed throughout this book.

Rather than revising earlier chapters whenever significant new events occur, this section documents those developments in chronological order. Each entry supplements the documentary history presented in the preceding chapters while preserving the historical integrity of the original manuscript.

Readers should regard these entries as continuing chapters in an ongoing public story.

Continuing Development No. 1

June 2026

Airport Authority Confirms Baseball Field Authorization and Defers Long-Term Land Decision

Summary

- New College announced that construction of its baseball field is underway and expected to be completed by September 2026.
- The Sarasota Manatee Airport Authority confirms that former Airport President Rick Piccolo approved a Tenant Construction Permit on April 8, 2025, authorizing construction on leased airport property.
- The Airport Authority explained that no separate notice to proceed is required once the Tenant Construction Permit is approved and all other governmental approvals have been obtained.
- The FAA issued its FAA Form 7460 determination, removing the final significant federal obstacle to construction.
- The Airport Authority confirmed that no discussions occurred concerning the author's proposed negotiated settlement.
- The Airport Authority states that it will complete its Airport Master Plan update before determining what actions are in its best interest regarding the future of the leased airport property.

- I have internal airport authority documents, received by public records requests, to support the statements above.

Significance

This development confirms that construction of the baseball field is proceeding while long-term decisions concerning the leased airport land have been deferred until completion of the Airport Master Plan. It also confirms that the author's proposed negotiated settlement did not advance beyond the Airport Authority's executive staff.

Continuing Development No. 2

July 2026

The "License" Agreement

Summary

By April 2026, the Sarasota Manatee Airport Authority (SMAA) had prepared a draft License Agreement authorizing New College of Florida to use a narrow strip of airport-owned land formerly occupied by the DeSoto Road right-of-way. The agreement authorizes New College to construct and maintain monument signs identifying its new baseball facility as the "Beruff Family Field of Dreams." New College is to pay an annual fee for use of the property until November 30, 2056, the same date the existing leases of 34 acres of airport property to New College also expire. The License Agreement does not amend or reference the existing leases, even though the monument sign serves the baseball facility being constructed on both leased airport land and adjacent state-owned land. As this manuscript is being completed in mid-July 2026, the License Agreement has not yet been fully executed, although construction of the monument sign structure is already underway.

The baseball facility will occupy three separate parcels of land. The stadium and much of the infield will be located on state-owned property used by New College. Most of the outfield will be located on airport property leased by SMAA to New College/the state. The monument sign will be located on a separate strip of airport-owned land made available through the proposed License Agreement.

The use of a License Agreement is significant because the monument sign is clearly intended to be a permanent feature of the baseball facility rather than a temporary improvement. Constructed of masonry and serving as the principal identification for the facility, the monument sign is intended to remain for as long as the baseball facility remains in operation. Nothing about the project suggests the sign is intended to exist only temporarily.

Internal SMAA communications indicate that airport staff considered various methods of authorizing New College's use of this parcel, such as a quit-claim deed, an easement and a lease. They ultimately selected a License Agreement. Those communications also discuss avoiding the need to obtain FAA approval to release the property from federal airport obligations. Under normal circumstances that may have worked.

The FAA's **February 12, 2025 "14 CFR Part 13 Review Report,"** however, established an additional requirement. Although the FAA concluded that the existing New College lease was essentially "grandfathered," it also directed SMAA to submit certain future agreements involving New College to the Orlando Airports District Office for review. Among the situations requiring FAA review were proposals to:

- **enter into a new agreement with the same lessee for the same or similar purposes;**
- **enter into a new agreement with a different lessee for the same or similar purposes;**
- **enter into a new agreement with the same or different lessee for any nonaeronautical purpose;**

If the proposed License Agreement falls within one or more of these categories, the FAA's own guidance suggests that the agreement should be submitted for FAA review regardless of whether it is called a license, a lease, an easement, or another form of agreement.

Significance

Property law has long distinguished between **temporary permission to use land** and **long-term property interests**. Licenses, leases, easements, and deeds each exist because they serve different legal purposes and reflect different expectations regarding permanence.

A license traditionally grants a personal privilege to use another person's land for a limited purpose. It generally contemplates that the permitted use is temporary. Common examples include parking permits, campground permits, hunting licenses, and admission tickets.

Permanent improvements intended to remain in place for decades have traditionally been addressed through different legal instruments. When both parties expect a land use to continue throughout the useful life of a facility, they commonly use a deed, a long-term ground lease, or a recorded easement because those instruments more accurately reflect the enduring nature of the arrangement.

That distinction is important here.

The monument sign is not a temporary improvement. It is a permanent feature identifying a long-term collegiate baseball facility. There is no indication that either SMAA or New College expects the monument sign to be removed before the baseball facility ceases operation. To the contrary, the obvious expectation is that the sign will remain for the life of the facility—likely thirty years or longer.

If that is the parties' expectation, several alternatives would appear to more accurately reflect the long-term nature of the arrangement:

- obtaining FAA approval to release the narrow parcel from federal airport obligations and selling it to New College;
- incorporating the narrow parcel into the existing long-term ground lease of 34 acres through a lease amendment; or
- granting a recorded long-term easement for the monument sign and related access.

Each of those approaches would openly recognize the permanent nature of the improvement. A License Agreement, by contrast, characterizes the arrangement as temporary even though the improvement itself is plainly intended to remain for decades.

The FAA's February 12, 2025 Review Report also raises a second question. If the proposed License Agreement falls within one or more of the categories identified by the FAA for mandatory review, then changing the legal instrument from a lease or lease amendment to a license would not eliminate the requirement to submit the agreement to the FAA. In that event, the practical benefit of using a License Agreement instead of a more traditional property instrument becomes difficult to identify.

This may also explain why the License Agreement was drafted by April 2026 but had not been executed as of mid-July 2026. I do not know why the agreement remained unsigned, and there may have been reasons unrelated to FAA review. However, if airport officials concluded that the FAA expected to review the proposed agreement regardless of its title, additional review or reconsideration would not have been surprising. Apparently, the monument sign is being constructed without the benefit of any agreement to use the airport land.

As of mid-July 2026, I have also requested construction drawings showing whether additional portions of the baseball facility—including stormwater facilities or utilities—are planned within this same licensed area. If permanent infrastructure serving the baseball facility is also constructed within the licensed area, the long-term commitment of airport property would become even more substantial than the monument sign alone suggests.

This development continues a pattern documented throughout this book. Rather than addressing long-term land use through legal instruments traditionally associated with permanent property interests, SMAA again adopted an unconventional approach that appears designed to characterize a permanent use of airport property as temporary. Whether that characterization ultimately has any significance under the FAA's February 12, 2025 Review Report depends upon whether the proposed License Agreement falls within the categories of agreements that the FAA directed SMAA to submit for review before execution. I believe it does.

Future Continuing Developments

Additional entries will be added as significant events occur, including actions by:

- Sarasota Manatee Airport Authority
- New College of Florida
- Federal Aviation Administration
- State of Florida
- Florida Legislature
- Other public agencies or officials directly affecting the issues discussed in this book

Each entry will be dated and presented in chronological order.