

**Sebring Airport Authority
Board Meeting Agenda
April 15, 2021**

1:00 p.m.

**Hendricks Field
Sebring Airside Center**

1. OPENING ITEMS

- a) **Call to Order**
- b) **Invocation**
- c) **Roll Call**
- d) **Announcements**

Upcoming Meetings & Events

<u>Date</u>	<u>Time</u>	<u>Meeting/Event</u>	<u>Location</u>
05/20/2021	1:00pm	SAA/CRA Board Meeting	Hendricks Field Center

Interested persons may attend that meeting by calling 754-837-9893 and entering the following conference code 148-135-115#.

2. CONSENT AGENDA

- a) Approve March 2021 Minutes
- b) Approve March 2021 Invoices

3. MISCELLANEOUS

4. ACTION ITEMS

- A. FLG Lease Renewal
- B. Bobby Ore Motorsports Lease Renewal
- C. Resolution 21-04 Approving Budget Amendment S21-03

CONTINGENT ACTION ITEMS

- D.. Amhurst Consulting Company, LLC Assignment Agreement to Hanson Professional Services, Inc.

5. EXECUTIVE DIRECTOR MONTHLY SUMMARY

- TDC Presentation
- FBO Report – Jason Ali

6. BOARD OF DIRECTORS' BUSINESS

Ethics Training

7. CONCERNS OF THE PUBLIC

8. ADJOURNMENT

If a person decides to appeal any decision made by the Board at any meeting or hearing, he will need a verbatim record of the proceedings. The record must include the testimony and evidence upon which the appeal is to be based. Sebring Airport Authority also gives notice that the Chairman is authorized to cancel or postpone any scheduled meeting or hearing by directing the Executive Director to so inform all Board members and any other interested parties and the press. Sebring Airport Authority does not discriminate upon the basis of any individual's disability status. This non-discriminatory policy involves every aspect of the Board's functions, including one's access to, participation in, employment of, or treatment in its programs or activities. Anyone requiring reasonable accommodations as provided for in the Americans with Disabilities Act should contact Beverly K. Glarner, Sebring Airport Authority at 863-314-1301.

Note: Additional staff items may be interested if the come in after the agenda deadline.

**SEBRING AIRPORT AUTHORITY
BOARD MEETING
March 18, 2021**

The Sebring Airport Authority Board of Directors held a scheduled Board Meeting on March 18, 2021 at 1:05 p.m. in person and by telephone-technology conference call. A quorum was met with the following in attendance:

Craig Johnson	-	Chairman
Pete McDevitt	-	Vice Chairman
Mark Andrews	-	Secretary
Carl Cool	-	Asst Secretary
Stanley Wells	-	Board Member

Also

Mike Willingham	-	Executive Director
Beverly Glarner	-	Executive Assistant
Colleen Polonsky	-	Director of Finance
Bob Swaine	-	Swaine and Harris
Jason Ali	-	Sebring Airport Authority
Eldy Gall	-	Spring Lake Improvement Assoc
Craig Sucich	-	Avcon
Sarah Timmons	-	CliftonLarsonAllen
Julie Fowler	-	CliftonLarsonAllen

1. OPENING ITEMS

- A. Meeting was called to order at 1:05 p.m.
- B. The Invocation and Pledge were led by Bob Swaine.
- C. **Roll Call**
Craig Johnson, Mark Andrews, Pete McDevitt, Carl Cool and Stanley Wells were in person no board members were telephonically present for the meeting.
Chairman asked if anyone wanted to be identified as a caller.
- D. **Announcements**
Interested person may attend SAA/CRA Board Meeting by calling 754-837-9893 and entering conference code 148-135-115#.

2. CONSENT AGENDA

Approve the Consent Agenda:

Mark Andrews asked that item C be pulled from the Consent Agenda. There was a motion by Pete McDevitt to approve the amended Consent Agenda and a second by Carl

Cool. The motion was passed with aye votes by Wells, McDevitt, Cool, and Andrews. Johnson abstained.

3. MISCELLANEOUS

4. ACTION ITEMS

A. Approve the Audited 2019-2020 Financial Statement

Julie Fowler from CliftonLarsonAllen presented this item. There was a motion by Pete McDevitt to approve and a second by Stanley Wells. The motion was passed with aye votes by Johnson, Wells, McDevitt, Cool, and Andrews.

B. Interlocal Agreement Webster Turn Project – Highlands County

Mike Willingham presented this item. There was a motion by Pete McDevitt to approve and a second by Carl Cool. The motion was passed with aye votes by Johnson, Wells, McDevitt, Cool, and Andrews.

C. Resolution SAA 21-03 – Approve Budget Amendment S21-02 to the 2020-2021 Budget.

Colleen Plonsky presented this item. There was a motion by Stanley Wells to approve and a second by Pete McDevitt. The motion was passed with aye votes by Johnson, Wells, McDevitt, Cool, and Andrews.

5. DIRECTOR REPORT

Executive Director Mike Willingham gave his report and Jason Ali spoke about the Range/FBO activities.

6. BOARD OF DIRECTOR'S BUSINESS

Chairman asked for nominations from the Board for the expiring seat currently held by Carl Cool.

Stanley Wells nominated Carl Cool

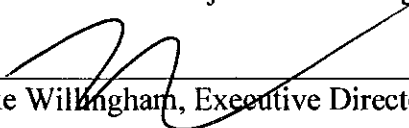
Pete McDevitt nominated Gary Germaine

There was a motion to close the nominations by Pete McDevitt and a second by Mark Andrews. The motion was passed with aye votes by Johnson, Wells, McDevitt, Cool and Andrews.

7. CONCERNS OF THE PUBLIC

8. ADJOURNMENT

Chairman adjourned meeting at 1:37pm.



Mike Willingham, Executive Director

4.15.21

Approved by Board

Invoices Paid In March 2021 Presented In April 2021 Board Meeting

DATE	SAA/FBO - PAID INVOICES	AMOUNT	DESCRIPTION
03/02/21	Air & Electrical Services, Inc	\$5,227.00	SAA: Installed Underground Electric Service in Grass Field Behind EAA Building; 200amp, 6-50amp RV Outlets and 6-20amp GFCI Outlets
03/02/21	A & L Lock & Safe Co. Craig D. Curtis	\$1,834.00	SAA: Install Magnetic Lock System on Employee Entrance Door in Terminal Building
03/02/21	A & L Lock & Safe Co. Craig D. Curtis	\$403.00	SAA: Installed New Locks on Exterior Doors of Engineering Rooms by Administration Front Entrance & Restaurant
03/02/21	A & L Lock & Safe Co. Craig D. Curtis	\$80.00	SAA: Rekey T-Hangar #41
03/02/21	AeroCloud Systems	\$150.00	SAA: AeroCloud Systems ADS-B Tracking System for Airport Operations Tracking
03/02/21	Coastal MRO	\$47.00	FBO: Pre-Employment Screening for K. Corsello FBO Employee
03/02/21	Copy Life Inc	\$175.72	SAA/FBO: February 2021 Copies
03/02/21	Diversified Fabrication & Accessories, LLC	\$250.00	SAA: Repairs to Gate 13
03/02/21	Department of Management Services	\$297.75	SAA/FBO: January 2021 Audio, Long Distance & Local Service
03/02/21	TechHouse: Intergrated	\$440.00	SAA: SafetyPlus Essentials Desktop Monitoring - 4 additional
03/02/21	TWC Services	\$311.96	SAA: Annual Maintenance on Ice Machine in Terminal Building
03/02/21	Luis A. Pratts	\$285.60	FBO: Travel Reimbursement for Mileage to APBR
03/02/21	Sebring Airport Authority	\$11,472.42	FBO: November 2020 FBO Expenses Due December
03/02/21	Sebring Airport Authority	\$12,264.52	FBO: December 2020 FBO Expenses Due January
03/08/21	Advanced Roofing, Inc.	\$3,500.00	SAA: Terminal Bldg Roof Inspection, Repairs & Maintenance Performed Per Contract
03/08/21	Agilitech Solutions LLC	\$273.60	SAA: Document Remediation - Nov 2020 SAA/CRA Board Packet & Dec 2020 SAA/CRA Board Packet ADA Compliance
03/08/21	Agilitech Solutions LLC	\$62.40	SAA: Document Remediation - Dec 2020 SAA Special Meeting Package ADA Compliance
03/08/21	Agilitech Solutions LLC	\$364.20	SAA: Document Remediation - Jan 2021 SAA/CRA Board Packet, 21 CRA Budget Amendment, 20 SAA Budget Amendment ADA Compliance
03/08/21	Atkins	\$5,300.00	SAA: Jan 2021 Star Farms - Grant Reimbursed
03/08/21	Cintas	\$86.46	SAA/FBO: Weekly Air Freshener Services; Weekly FBO Uniforms
03/08/21	Jason Ali	\$100.80	FBO: Travel Reimbursement for Mileage to APBR
03/08/21	Pauls Landscapes - Paul Valladares Jr.	\$275.00	SAA/FBO: March 2021 Plant Service
03/08/21	Rapid Systems	\$495.00	SAA/FBO: Monthly Internet Service
03/08/21	RW Summers Railroad Contractor	\$406.00	SAA: February 2021 Monthly Track Inspection
03/08/21	Mark Tindall	\$200.00	SAA: Refund of Security Deposit for Hangar 26-99
03/08/21	Fraser Auto Repair, Inc dba Big John's Garage	\$758.35	FBO: Replace & Repair Timing Belt & Carburetor on Yellow Tug
03/08/21	Sebring Airport Authority	\$12,543.01	FBO: January 2021 Expenses Due February
03/16/21	Big Messages LLC	\$152.00	SAA: After Hours Telephone Answering Service
03/16/21	Carrier Corporation	\$1,315.00	SAA: HVAC Checked Unit and Made Recommendations. Reset all alarms to T-stat 2 Stage
03/23/21	All About Lawns, Inc.	\$1,250.00	SAA: Pressure Wash the T-Hangar Bldgs
03/23/21	TechHouse: Intergrated	\$14.30	SAA: Shipping Charges for Microsoft Wireless Adapter for Boardroom
03/23/21	TechHouse: Intergrated	\$33.50	SAA: Shipping Charges for USB Microphone for Boardroom
03/23/21	TechHouse: Intergrated	\$310.50	SAA/FBO: March 2021 Recurring Monthly Software Fees
03/23/21	TechHouse: Intergrated	\$263.00	SAA/FBO: April 2021 Recurring Monthly Software Fees
03/23/21	TechHouse: Intergrated	\$186.25	SAA: General IT Support, Issues with Teams, Email, Parallels, OneDrive
03/30/21	Air & Electrical Services, Inc	\$632.66	SAA: Service Call Bldg 22 - Garage Roll Up Door Not Working - Bad Circuit Breaker, Ordered & Replaced
03/30/21	Bryant Miller Olive, P.A.	\$8,160.81	SAA: Feb 2021 Legal Services RE: Regarding Stormwater Treatment
03/30/21	Bugs Bee-Ware Exterminating, Inc.	\$275.00	SAA: Plant & Shrub Care - Terminal Building, 103 and 104
03/30/21	Commercial Energy Solutions, LLC	\$2,220.00	SAA: Annual Roof Maintenance on Bldg 60
03/30/21	Flyboys Enterprises Kevin Marovich	\$248.36	SAA: Security Deposit and March Refund for T-Hangar #41
03/30/21	Frank Russell Loveland	\$146.25	SAA: Shuttle Driver for the 12 Hours of Sebring
03/30/21	Leaf Capital Funding, LLC	\$464.52	SAA/FBO: Lease of Copy Machines
03/30/21	The News Sun	\$398.48	SAA: Notice of Request for Proposals RFP#21-01 - Security Guard Service
03/30/21	TechHouse: Intergrated	\$528.75	SAA: General IT Support, Issues with Microsoft, Outlook, Proof of Concept

Invoices Paid In March 2021 Presented In April 2021 Board Meeting

DATE	SAA/FBO - PAID INVOICES	AMOUNT	DESCRIPTION

TOTAL PAID INVOICES: \$74,203.16

March 2021 P-Cards

Purchase Date	Vendor Name	Amount	Description
3/3/2021	SHELL OIL 57542517701	\$70.00	SAA: Fuel for Maintenance Truck
3/5/2021	COLE AUTO SUPPLY INC	\$66.46	FBO: Low Beam Headlight Bulb for Lincoln Town Car, Regulator for AvGas Truck, Front Wipers Blades for Tahoe
3/5/2021	GG III SAVE A LOT #	\$39.84	FBO: Water Bottles Purchased for FBO Customers
3/5/2021	SHELL OIL 57542517701	\$12.90	FBO: Fuel for Courtesy Town Car
3/5/2021	SHELL OIL 57542517701	\$52.78	FBO: Fuel for Courtesy Chevy Tahoe
3/7/2021	AMZN Mktp US TM1Z74TP3	\$146.19	SAA: Flood Lights for T Hangars; Temperature Gun for Air Conditioners
3/8/2021	APEX OFFICE PRODUCTS INC	\$24.32	FBO: Command Hanging Hooks
3/8/2021	APEX OFFICE PRODUCTS INC	\$147.18	SAA/FBO: Correction Tape, 1/3 Cut File Folders, 3x3 Popup Notes, File Pocket Folders, Scissors, 3-4" Binders
3/8/2021	DISH NETWORK-ONE TIME	\$121.32	FBO: Monthly Satellite Service for Pilot's Lounge - March 2021
3/8/2021	IN EBRIDGE, INC	\$175.00	SAA: Monthly Fee for Record Retention
3/8/2021	REPUBLIC SERVICES TRASH	\$208.12	SAA/FBO: Monthly Recycling Service - March 2021
3/8/2021	SWK TECHNOLOGIES INC	\$308.00	SAA: Monthly Fee for Mas90 Online Services March 2021
3/8/2021	WCI SEBRING HAULING	\$470.00	SAA/FBO: Monthly Waste Collection - March 2021
3/10/2021	ADOBE ACROPRO SUBS	\$152.91	SAA: Monthly Subscriptions
3/11/2021	RACEWAY 994 53609947	\$72.00	SAA: Fuel for Maintenance Truck
3/11/2021	USPS PO 1149800850	\$23.85	SAA: Registered Mailing of Letter to Tenant
3/11/2021	W & W LMB LAKE PLACID	\$16.99	SAA: Asphalt Patch for Carter Aviation Ramp
3/12/2021	OFFICE DEPOT #2362	\$17.97	FBO: Two Clipboard for Fuel Trucks; Protection Sheets for CSR's
3/12/2021	PP ARCHERSART	\$515.00	SAA: Art Work For Director of Finance 's Office
3/12/2021	THE HOME DEPOT #6340	\$59.10	FBO: Paper Towels & Clorox Bleach for Airport Staff Use
3/12/2021	VERIZONWRLSS RTCCR VB	\$877.31	SAA/FBO: Monthly Mobile Service February 2021
3/13/2021	TRTAX&ACTGPROFESSIONAL	\$260.00	SAA: Monthly Subscription Fixed Asset Software
3/13/2021	WSJ CONFERENCES	\$25.00	SAA: Executive Director Registration Fee for Webinar
3/14/2021	OFFICE DEPOT #2362	\$167.98	SAA: Laser Ink Cartridges
3/16/2021	APEX OFFICE PRODUCTS INC	\$126.41	SAA: Copy Paper, 2 Boxes of AA Batteries
3/16/2021	SHELL OIL 57542517701	\$29.73	FBO: Fuel for Courtesy Town Car
3/16/2021	SHELL OIL 57542517701	\$46.07	FBO: Fuel for Courtesy Chevy Tahoe
3/19/2021	SHELL OIL 57542517701	\$69.00	SAA: Fuel for Maintenance Truck
3/19/2021	WPY Floridians for Better	\$400.00	SAA: Annual Membership Dues Floridians for Better Transportation
3/20/2021	EXXONMOBIL 98809494	\$45.04	SAA: Executive Director Vehicle - Fuel
3/21/2021	CONFERENCE & EVENT SERVI	\$99.00	SAA: Executive Director Registration Fee Wall Street Journal Online Event
3/21/2021	WM SUPERCENTER #666	\$38.34	SAA/FBO: Dish Soap, Sponges, T-Towels, Disposable Plastic Tupperware
3/22/2021	LOOPNET INC	\$104.00	SAA: Online SAA Realty Listing Company
3/22/2021	USPS PO 1149800850	\$31.80	SAA: Postage for Mailing Audit Books

March 2021 P-Cards

Purchase Date	Vendor Name	Amount	Description
3/23/2021	FBO-STORE	\$622.31	FBO: FSII for Turbine Aircraft which Require FSII; Placards for FBO Equipment
3/25/2021	FLORIDA AIRPORTS COUNCIL	\$100.00	SAA: Annual Membership Dues
3/26/2021	APEX OFFICE PRODUCTS INC	\$23.25	SAA: Signature Approval Stamp
3/26/2021	SHELL OIL 57542517701	\$45.00	FBO: Fuel for Courtesy Chevy Tahoe
3/26/2021	SHELL OIL 57542517701	\$74.00	SAA: Fuel for Maintenance Truck
3/26/2021	TRIANGLE HARDWARE	\$11.06	FBO: Mounting Strips for FBO; Key Copies for Tenant
3/26/2021	URI MARKETING SERVICES	\$602.16	FBO: FSII for Fueling Jet Aircraft that Require FSII
3/29/2021	SHELL OIL 57542517701	\$43.52	FBO: Fuel for Courtesy Town Car
3/30/2021	AMZN Mktg US 591YV6333	\$319.99	FBO: Fuel Transfer Pump for UL94 Transfer

Total Due: \$6,860.90

Total Due:

Accounts Payable Aged Invoice Report
 Open Invoices - Aged by Invoice Date - As of 4/8/2021
 Sebring Airport Authority (SAA)

Invoice Number	Invoice Date	Due Date	Invoice Balance	Current	30 Days	60 Days	90 Days	120 Days	
ALLABOU All About Lawns, Inc.									
210033	4/1/2021	4/1/2021	630.00	630.00	0.00	0.00	0.00	0.00	SAA: Irrigation Modification to Terminal Building
Vendor ALLABOU Totals:			<u>630.00</u>	<u>630.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
AROMA Aroma Coffee									
011294238	3/30/2021	4/29/2021	625.56	625.56	0.00	0.00	0.00	0.00	SAA/FBO: Coffee Station & Cleaning Supply Replenishment
Vendor AROMA Totals:			<u>625.56</u>	<u>625.56</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
ATKINS Atkins									
1947074 WILD	3/31/2021	4/30/2021	10,149.22	10,149.22	0.00	0.00	0.00	0.00	SAA: March 2021 Wildlife Hazard Assessment - Grant Reimbursed
1947075 OC	3/31/2021	4/30/2021	6,735.28	6,735.28	0.00	0.00	0.00	0.00	SAA: March 2021 General On-Call Services
1947075 SF	3/31/2021	4/30/2021	2,700.00	2,700.00	0.00	0.00	0.00	0.00	SAA: March 2021 Star Farms - Grant Reimbursed
1947076 RAIL	3/31/2021	4/30/2021	2,573.71	2,573.71	0.00	0.00	0.00	0.00	SAA: March 2021 SEF CSX Rail Spur Phase 2 - Grant Reimbursed
Vendor ATKINS Totals:			<u>22,158.21</u>	<u>22,158.21</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
AVCON Avcon, Inc.									
119750 RAIL	3/31/2021	4/30/2021	65,229.72	65,229.72	0.00	0.00	0.00	0.00	SAA: March 2021 SEF CSX Rail Spur Phase 2 - Grant Reimbursed
119751 OC	3/31/2021	4/30/2021	2,560.00	2,560.00	0.00	0.00	0.00	0.00	SAA: March 2021 General On-Call Services
Vendor AVCON Totals:			<u>67,789.72</u>	<u>67,789.72</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
BRYANT Bryant Miller Olive P.A.									
74585	3/31/2021	4/30/2021	6,978.65	6,978.65	0.00	0.00	0.00	0.00	SAA: March 2021 General On-Call Services
Vendor BRYANT Totals:			<u>6,978.65</u>	<u>6,978.65</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
CALEUS Mathias Hutzenlaub									
396	3/31/2021	4/30/2021	8,808.70	8,808.70	0.00	0.00	0.00	0.00	SAA: March 2021 Security Service
Vendor CALEUS Totals:			<u>8,808.70</u>	<u>8,808.70</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
CINTAS Cintas									
4079414689	3/24/2021	4/23/2021	417.98	417.98	0.00	0.00	0.00	0.00	SAA/FBO: Bi-Weekly Service; Logo Mats, Scraper Mats, Air Freshener/Disp, Soap/Disp, GermX/Disp; FBO Uniforms
4080049205	3/31/2021	4/30/2021	98.58	98.58	0.00	0.00	0.00	0.00	SAA/FBO: Air Freshener Svc; Weekly FBO Uniforms
4080712707	4/7/2021	5/7/2021	394.58	394.58	0.00	0.00	0.00	0.00	SAA/FBO: Bi-Weekly Service; Logo Mats, Scraper Mats, Air Freshener/Disp, Soap/Disp, GermX/Disp; FBO
Vendor CINTAS Totals:			<u>911.14</u>	<u>911.14</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	

Accounts Payable Aged Invoice Report
 Open Invoices - Aged by Invoice Date - As of 4/8/2021
 Sebring Airport Authority (SAA)

Invoice Number	Invoice Date	Due Date	Invoice Balance	Current	30 Days	60 Days	90 Days	120 Days	
CLIFTON CliftonLarsonAllen									
2781387	3/24/2021	4/23/2021	12,450.00	12,450.00	0.00	0.00	0.00	0.00	SAA: 201-2020 Audit Charges; Final Bill; Audit & Compliance Testing for SAA & CRA
2806613	3/31/2021	4/30/2021	1,338.75	1,338.75	0.00	0.00	0.00	0.00	SAA: Grant Compliance Services; Assist with Procurement Policy
	Vendor CLIFTON Totals:		<u>13,788.75</u>	<u>13,788.75</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
DIANARI Diana Ries Designs, Inc.									
13582	3/31/2021	4/30/2021	956.50	956.50	0.00	0.00	0.00	0.00	SAA/CRA/YAZ: March 2021 Website Updates, Directors Report Misc house
	Vendor DIANARI Totals:		<u>956.50</u>	<u>956.50</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
DRAGON Dragon Drywall, Inc.									
APRIL 2021	4/7/2021	4/7/2021	1,800.00	1,800.00	0.00	0.00	0.00	0.00	SAA: Repair Drywall Around 21 Thermostats and Orange Peel, Remove Lettering from FBO Office Wall, Repair and Knock Down Texture
	Vendor DRAGON Totals:		<u>1,800.00</u>	<u>1,800.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
JACKS Jack's Lawn Service									
2185 APRIL 2021	4/1/2021	4/30/2021	7,750.00	7,750.00	0.00	0.00	0.00	0.00	SAA: April 2021 Lawn & Landscape Care
	Vendor JACKS Totals:		<u>7,750.00</u>	<u>7,750.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
LONGS Long's Air Conditioning, Inc.									
441990	3/23/2021	4/22/2021	285.00	285.00	0.00	0.00	0.00	0.00	SAA: Service Inspection Completed
	Vendor LONGS Totals:		<u>285.00</u>	<u>285.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
NEWSUN The News Sun									
00059956	3/30/2021	4/29/2021	11.44	11.44	0.00	0.00	0.00	0.00	SAA: Notice of 2019-2020 Fiscal Year-End Audit Available for Review Ad
00059957	3/30/2021	4/29/2021	22.06	22.06	0.00	0.00	0.00	0.00	CRA: SRA and CRA Annual Financial Report for 2019-2020 Fiscal Year-End Available for Review Advertisement
	Vendor NEWSUN Totals:		<u>33.50</u>	<u>33.50</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	

Accounts Payable Aged Invoice Report
 Open Invoices - Aged by Invoice Date - As of 4/8/2021
 Sebring Airport Authority (SAA)

Invoice Number	Invoice Date	Due Date	Invoice Balance	Current	30 Days	60 Days	90 Days	120 Days	
RAPID Rapid Systems									
505907	4/1/2021	4/15/2021	104.99	104.99	0.00	0.00	0.00	0.00	SAA: Monthly Internet Service Executive Assistant Home Office
Vendor RAPID Totals:			<u>104.99</u>	<u>104.99</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
SAGE100 Sage Software Inc.									
4002632261	3/16/2021	5/6/2021	3,144.00	3,144.00	0.00	0.00	0.00	0.00	SAA: Sage 100 Cloud Software Annual Agreement
Vendor SAGE100 Totals:			<u>3,144.00</u>	<u>3,144.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
SHUTTS Shutts & Bowen, LLP									
1532278 SF	3/31/2021	4/30/2021	450.00	450.00	0.00	0.00	0.00	0.00	SAA: March 2021 Star Farms - Grant Reimbursed
1532279 CITY	3/31/2021	4/30/2021	896.00	896.00	0.00	0.00	0.00	0.00	SAA: March 2021 Legal Services -Water Project
Vendor SHUTTS Totals:			<u>1,346.00</u>	<u>1,346.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
SWAINE Swaine, Harris & Wohl, P.A.									
2455 OC	3/31/2021	4/30/2021	3,042.13	3,042.13	0.00	0.00	0.00	0.00	SAA: March 2021 Legal Services - General On-Call Services
Vendor SWAINE Totals:			<u>3,042.13</u>	<u>3,042.13</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
Report Totals:			<u>140,152.85</u>	<u>140,152.85</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	

**Accounts Payable Aged Invoice Report
Open Invoices - Aged by Invoice Date - As of 4/8/2021
Sebring Airport Authority (FBO)**

Invoice Number	Invoice Date	Due Date	Invoice Balance	Current	30 Days	60 Days	90 Days	120 Days
ASCENT Ascent Aviation Group								
734197	2/24/2021	4/10/2021	14,660.57	0.00	14,660.57	0.00	0.00	0.00
735898	3/4/2021	4/18/2021	18,026.20	0.00	18,026.20	0.00	0.00	0.00
736573	3/7/2021	4/21/2021	18,016.53	0.00	18,016.53	0.00	0.00	0.00
737249	3/10/2021	4/24/2021	17,745.38	17,745.38	0.00	0.00	0.00	0.00
738632	3/20/2021	4/9/2021	18,661.17	18,661.17	0.00	0.00	0.00	0.00
738923	3/22/2021	4/11/2021	18,710.58	18,710.58	0.00	0.00	0.00	0.00
739901	3/29/2021	5/13/2021	17,982.97	17,982.97	0.00	0.00	0.00	0.00
740626	3/31/2021	4/20/2021	15,809.52	15,809.52	0.00	0.00	0.00	0.00
M250944	4/1/2021	4/11/2021	46.00	46.00	0.00	0.00	0.00	0.00
S024015	4/1/2021	4/21/2021	297.50	297.50	0.00	0.00	0.00	0.00
Vendor ASCENT Totals:			<u>139,956.42</u>	<u>89,253.12</u>	<u>50,703.30</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
LUIS Luis A. Pratts								
03.31.21	3/31/2021	3/31/2021	285.60	285.60	0.00	0.00	0.00	0.00
Vendor LUIS Totals:			<u>285.60</u>	<u>285.60</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Report Totals:			<u>140,242.02</u>	<u>89,538.72</u>	<u>50,703.30</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>

FBO: Jet-A Fuel at APBR
FBO: Jet-A Fuel at APBR
FBO: Jet-A Fuel at APBR
FBO: Jet-A Fuel at APBR
FBO: Jet-A Fuel at Sebring
FBO: Jet-A Fuel at Sebring
FBO: Jet-A Fuel at APBR
FBO: Jet-A Fuel at Sebring
FBO: April 2021 VX520 Comm Fee & Warranty
FBO: TFBO Desktop Service Fee for Software - April 2021

FBO: Travel Reimbursement for Mileage to APBR

**SEBRING AIRPORT AUTHORITY
AGENDA ITEM SUMMARY**

MEETING DATE: April 15, 2021

PRESENTER: Mike Willingham

AGENDA ITEM: *FLG Teardowns, LLC – Building 60 Lease*

BACKGROUND: FLG Teardowns, LLC Lease is expiring. The Lease terms are as follows:

- 1 Year Term
- \$5,500 monthly
- \$6,000 ramp space (yearly)
- Option to renew for 1 additional year at a mutually agreeable amount

REQUESTED MOTION: Move to approve and authorize the Executive Director to execute the same.

BOARD ACTION:

APPROVED
 DENIED
 DEFERRED
 OTHER

**SEBRING AIRPORT AUTHORITY
COMMERCIAL LEASE
FLG TEARDOWNS, INC.**

THIS LEASE AGREEMENT is made and entered into this 15th day of April, 2021, by and between the **SEBRING AIRPORT AUTHORITY**, a body politic and corporate of the State of Florida (herein called "LANDLORD") and **FLG TEARDOWNS, INC.**, a Florida corporation (herein called "TENANT").

WITNESSETH:

WHEREAS, LANDLORD is the owner of certain real property located at Sebring Regional Airport and Industrial Park in the County of Highlands, State of Florida; and,

WHEREAS, LANDLORD has agreed to lease a portion of the property to TENANT, subject to certain terms and conditions; and,

WHEREAS, TENANT wishes to lease said property from LANDLORD,

NOW THEREFORE, in consideration of the premises and the covenants, terms and conditions to be performed as set forth hereinafter, the parties agree as follows:

1. **TERM.** The term of this Lease Agreement shall be for one (1) year commencing on June 1, 2021, and ending on May 31, 2022, unless extended or sooner terminated as herein provided.

2. **PROPERTY.** The property subject to this Agreement is Building No. "60" located at 425 Haywood Taylor Blvd., Sebring, Florida at the Sebring Regional Airport and Industrial Park and the ramp space as shown on Exhibit "A" attached hereto (herein called the "Premises").

3. **USE.** The Premises are to be used by TENANT for the purpose of commercial aviation uses. TENANT will make no unlawful, improper, or offensive use of the Premises.

4. **RENT.** TENANT agrees to pay annual rent of \$66,000.00 in monthly payments of \$5,500.00 each to LANDLORD, and \$6,000.00 in monthly payments of \$500.00 each for ramp space together with a 5% fire/security charge and any sales or use taxes thereon, in advance, in monthly payments on or before the first day of each month. TENANT has paid to LANDLORD a security deposit in the amount of \$5,625.00 upon the execution of this lease, which deposit shall not bear interest but shall be returned to TENANT upon termination of this lease so long as there is no rent left unpaid and no damage to the Premises. Each lost key shall incur a \$50.00 re-key fee. Each lost security fencing access card shall incur a \$25.00 replacement fee.

5. **LATE PAYMENTS.** Rental payments remaining due and unpaid for a period of ten (10) days after the date due shall accrue a service charge equal to 1.5% of the amount of the delinquent payment, or \$100.00, whichever is greater, per month, from the date due until paid.

6. **WORTHLESS PAYMENTS.** Any rental payments returned as worthless or as insufficient funds shall accrue a service charge equal to 5% of the amount of the returned payment, or \$35.00, whichever is greater.

7. **EMERGENCY CONTACT.** TENANT shall provide LANDLORD with the name and telephone number of a contact person who shall be on call at all times to respond in case of any emergency.

8. **OPTION TO RENEW.** LANDLORD hereby grants to TENANT an option to renew this Lease for an additional two (2) one (1) year terms upon an amount mutually agreed by tenant and LANDLORD.

9. **RELOCATION.** LANDLORD shall have the right to relocate TENANT, at LANDLORD'S expense, to a mutually agreeable location within Sebring Regional Airport and Industrial Park if the Premises are needed by LANDLORD. LANDLORD shall give TENANT at least eight (8) months notice of a proposed relocation, unless the parties agree in writing to a shorter term. Said relocation shall be evidenced by a written addendum to this Lease Agreement, executed by the parties. Should the parties not be able to agree on a new location, LANDLORD may terminate this lease thereafter upon eight (8) months notice or upon the expiration of the lease term, whichever occurs earlier.

10. **HOLD HARMLESS.** TENANT agrees to hold LANDLORD harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, arising out of this contract unless such claims are a result of the LANDLORD'S sole negligence. TENANT agrees to pay on behalf of LANDLORD, and to pay the cost of LANDLORD'S legal defense, as may be selected by LANDLORD, for all claims described in this paragraph. Such payment on behalf of LANDLORD shall be in addition to any and all other legal remedies available to LANDLORD and shall not be considered to be LANDLORD'S exclusive remedy.

11. **INSURANCE AND INDEMNITY.** TENANT, at each authorized location, will at its own expense and at all times during the term of this Agreement, provide and maintain in effect those insurance policies and minimum limits of coverage as designed below, with companies licensed to do business in the state or country in which the Agreement is to be performed. Insurance will be written with carrier/carriers with a minimum rating of "A-, X" by A.M. Best Rating agency or equivalent agency. These minimum insurance requirements shall not be interpreted to in any way limit TENANT's defense and indemnity obligations:

- A. Specifically recognize and insure the contractual liability assumed by TENANT under this Agreement;
- B. Provide that TENANT's insurance shall be primary to and non-contributory with any and all insurance maintained by or afforded to LANDLORD and its affiliated and subsidiary companies, and their respective officers, directors, shareholders, employees and agents;
- C. Provide that no cancellation or non-renewal will become effective except upon thirty (30) days prior written notice to LANDLORD except for non-payment of premium;
- D. Specifically waive insurers' rights of subrogation against LANDLORD; and
- E. Should TENANT's policies provide a limit of liability in excess of such Amounts, LANDLORD shall have the right of the benefit to the full extent of the coverage available.

PROPERTY COVERAGE. TENANT shall procure and maintain for the life of the lease, All Risk/Special Form, coverage including sinkhole and wind storm insurance coverage (or its equivalent), to cover loss resulting from damage to or destruction of the building or any improvements. The policy shall cover a minimum of 100% replacement cost, and it is preferred that it include an agreed value endorsement to waive coinsurance. TENANT shall be solely responsible, at its expense, for any insurance coverage for its personal property, including removable trade fixtures and TENANT's leasehold improvements.

LIABILITY INSURANCE. TENANT shall, at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the operations conducted on the leased Premises with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by LANDLORD, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. LANDLORD shall be listed as an additional insured on TENANT's policy or policies of comprehensive general liability insurance and TENANT shall provide LANDLORD with current Certificates of Insurance evidencing TENANT's compliance with this paragraph.

CERTIFICATE OF INSURANCE. Upon execution of this Agreement, TENANT must furnish a Certificate of Insurance to LANDLORD evidencing the insurance required herein, written or translated in English. From thereon, TENANT will furnish a valid Certificate of Insurance to LANDLORD annually at the address in the "Notices" clause of this Agreement.

TENANT'S LIABILITY NOT LIMITED. NOTWITHSTANDING THE PROVISIONS HEREIN, FOR PURPOSES OF THIS LEASE, TENANT ACKNOWLEDGES THAT ITS POTENTIAL LIABILITY IS NOT LIMITED TO THE AMOUNT OF LIABILITY INSURANCE COVERAGE IT MAINTAINS NOR TO THE LIMITS REQUIRED HEREIN.

INVALIDATION OR CONFLICT WITH EXISTING INSURANCE POLICIES: TENANT shall not do, permit or suffer to be done any act, matter, thing or failure to act in respect to the Premises that will a) invalidate or be in conflict with any insurance policies covering the Premises or any part thereof; or b) increase the rate of insurance on the Premises or any property located therein. If by reason of the failure of TENANT to comply with the provisions of this Lease, the insurance rate shall at any time be higher than it otherwise would be, then TENANT shall reimburse LANDLORD and any other tenants, on demand, for that part of all premiums for any insurance coverage that shall have been charged because of such actions by TENANT.

TENANT'S NEGLIGENCE. If the leased Premises or any other part of the building is damaged by fire or other casualty resulting from any act or negligence of TENANT or any of TENANT's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and TENANT shall be responsible for the costs of repair not covered by insurance.

INDEMNIFICATION. TENANT shall indemnify LANDLORD and hold LANDLORD harmless for any and all liability, claims, damages, expenses (including attorney's fees and costs for trial or appeal), proceedings and causes of action of every kind and nature arising out of or connected with the use, maintenance, operation or control of the Premises by TENANT, except as may arise out of conditions

occurring or present prior to the commencement of this lease or caused by the misconduct or gross negligence of LANDLORD.

ADDITIONAL INSURANCE. If checked below, LANDLORD requires the following additional types of insurance.

Aircraft Liability Coverage. Aircraft liability coverage, including Bodily Injury and Property Damage with liability limits of \$1,000,000 per occurrence and a \$100,000 per passenger sublimit.

Pollution/Environmental Impairment Liability Coverage. Pollution/environmental impairment liability insurance is to be purchased to cover pollution and/or environmental impairment which may arise from this agreement or contract.

Business Auto Liability Coverage. Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles. Limit: \$1,000,000 combined single limit for Bodily Injury and Property Damage.

12. ASSIGNMENT. TENANT shall not assign this lease or sublet the Premises, directly or indirectly, without the written consent of LANDLORD, which consent will not be unreasonably withheld.

13. REMOVAL OF PERSONAL PROPERTY UPON TERMINATION. Upon termination of this Agreement, provided all monies due LANDLORD have been paid, TENANT shall have the right and responsibility to remove all of its personal property, including machinery and equipment, which it has installed or placed on the Premises, which removal shall be accomplished no later than the termination date. Electrical and plumbing facilities, air conditioners and other permanently installed fixtures shall not be considered personal property. TENANT agrees to repair any damage occasioned by reason of such removal or damage caused by TENANT's occupancy. In the event TENANT fails to remove its personal property or to repair any damage done to the Premises by the termination date, LANDLORD reserves the right to remove and store all such personal property left, at the risk and expense of TENANT, and to make repairs necessary to restore the Premises, with the cost of such repairs to be paid by TENANT.

14. ABANDONMENT OF PREMISES BY TENANT. In case TENANT shall abandon said Premises, or any part thereof, during the term of this Agreement, LANDLORD may, at its option, without notice, relet said Premises, or any part thereof, on such terms and for such rent as it may deem expedient or proper. Such reletting shall not operate as a waiver of any right whatsoever which LANDLORD would otherwise have to hold TENANT responsible for the rent. In case said Premises, or any part thereof, shall be relet, LANDLORD shall collect that rent and, after paying the expense of such reletting and collections, apply the remainder toward the rent due or to become due from TENANT.

15. ALTERATIONS. TENANT at sole discretion shall renovate the office space and install a commercial air conditioner in compliance with the Florida Building Code, Life Safety Code and all other applicable ordinances, laws and standards, all at TENANT's expense. TENANT shall make no other material additions or alterations in or to the Premises without the written consent of LANDLORD. TENANT shall be responsible for the cost of any additions or alterations made by TENANT and shall protect and reimburse LANDLORD against possible mechanics', laborers' and materialmen's liens upon the Premises.

16. NO LIENS CREATED. TENANT has no power to incur any indebtedness giving a right to a lien of any kind or character upon the Premises. No third person shall be entitled to any lien against the Premises or any structure thereon, derived through or under TENANT. All persons contracting with TENANT, or furnishing materials or labor to TENANT, shall be bound by this provision. Should any such lien be filed, TENANT shall have the same discharged within sixty (60) days thereafter by paying the same or by filing a bond, or otherwise as permitted by law. TENANT is not the agent of LANDLORD and cannot confer upon a laborer upon the Premises, or upon a materialman who furnishes material incorporated in the construction of improvements upon the Premises, a construction lien upon LANDLORD's property under the provision of Chapter 713, Florida Statutes, or any subsequent revisions of that law.

17. PLEDGE OF LEASEHOLD INTEREST. TENANT may, from time to time, pledge its leasehold interest as security for a bona fide loan or loans from reputable established lenders or lending institutions. LANDLORD shall not subordinate its interest in the Premises to any such security holder under any circumstances whatsoever.

18. SUBORDINATION. This Lease Agreement shall be subordinate to the provisions of any existing or future agreement between LANDLORD and the United States of America relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for development of Sebring Regional Airport. This lease and all

provisions hereof are also subject and subordinate to the terms and conditions of the instruments and documents under which the LANDLORD acquired the subject property from the City of Sebring and shall be given only such effect as will not conflict or be inconsistent with the term and conditions contained in the lease of said lands from the LANDLORD, and any existing or subsequent amendments thereto, and are subject to any rules or regulations which have been, or may hereafter be adopted by the LANDLORD pertaining to the Sebring Regional Airport. Except to the extent required for the performance of the obligations of TENANT in this Lease Agreement, nothing contained in this Lease Agreement shall grant TENANT any rights whatsoever in the airspace above the Premises, other than those rights which are subject to Federal Aviation Administration orders, regulations or advisory circulars currently or subsequently effective.

19. NON-DISCRIMINATION. TENANT for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that:

A. No person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities;

B. That in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination;

C. That Tenant shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 and Title VIII of the Civil Rights Act of 1968, and as said Regulations may be amended.

That in the event of a breach of any of the above nondiscrimination covenants, LANDLORD shall have the right to terminate the lease. This provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights.

20. MAINTENANCE AND REPAIRS. TENANT has been advised and understands that the doors require opening with a forklift. TENANT will be responsible to repair any damage that is caused to the Premises. Reasonable repairs to include only repairs necessary to repair damage caused by TENANT or TENANT'S employees or invitees or by neglect and shall be made in a timely manner and if TENANT refuses or neglects to make those repairs, to the reasonable satisfaction of LANDLORD within a reasonable period of time after receipt of written notice of need for such repair from LANDLORD, LANDLORD may make such repairs without liability to TENANT for any loss or damage that may occur to TENANT'S property or business and TENANT shall pay LANDLORD'S costs for making such repairs, including LANDLORD'S reasonable administrative costs. Such costs for repairs shall bear interest at the rate of 18% per annum from the tenth day after billing therefor until paid and shall constitute additional rent. LANDLORD reserves the right to enter on the Premises at all reasonable times to make such repairs.

21. COMMON AREA MAINTENANCE. There is currently no common area maintenance charge imposed by LANDLORD. Should LANDLORD subsequently impose a uniform charge to maintain the common areas of the Airport, TENANT shall pay those charges attributable to the Premises.

22. EXCLUSIVE USE. This Agreement shall in no way convey the exclusive use of any part of the Airport, except the Premises, and shall not be construed as providing any special privilege for any public portion of the Airport. LANDLORD reserves the right to lease to other parties any other portion of the Airport property for any purpose deemed suitable for the Airport by LANDLORD. LANDLORD agrees that it will not grant a future party an exclusive right to provide the services described in this Lease Agreement.

23. FUTURE AGREEMENTS OF THE AIRPORT. The terms and conditions hereof shall not be construed to prevent LANDLORD from making commitments to the Federal Government or to the State of Florida to qualify for the expenditure of State or Federal funds upon the Airport.

24. NOTICES. Whenever any notice is required or permitted by this Agreement to be given, such notice shall be by certified mail, overnight delivery or facsimile addressed to:

Michael Elkaim
FLG Teardowns, Inc.
2701 SW 145th Ave., Suite 200
Miramar, FL 33027
Michael.elkaim@flgtechnics.com

Executive Director
Sebring Airport Authority
128 Authority Lane
Sebring, FL 33870

Notice shall be considered given when deposited with the U.S. Postal Service or commercial carrier, postage prepaid, or when received by the other party if by facsimile. Each party will be responsible for notifying the other of any change in their address.

25. WAIVER OF BREACH. The waiver by LANDLORD or TENANT of any breach of the terms, covenants, or conditions herein contained shall not be deemed a waiver of any subsequent breach.

26. SEVERABILITY. It is the intention of both of the parties hereto that the provisions of this Lease Agreement shall be severable in respect to a declaration of invalidity of any provisions hereof.

27. ASSIGNS AND SUCCESSORS. Except as otherwise provided, the covenants and conditions herein shall be binding upon and inure to the benefit of the assigns and successors of the parties hereto.

28. LEASE RESTRICTIONS. TENANT hereby agrees to abide by all elements of the Sebring Airport Authority Code of Regulations, the Revised Code for Industrial Wastes and the Minimum Standards for Fixed-Base Operators as the same may be reasonably amended from time to time. Copies of these documents are posted on LANDLORD's website and the full text of each document shall be considered as a part of this lease as if fully stated herein and/or attached hereto.

29. CLEANLINESS AND SAFETY. TENANT agrees to keep the Premises in a clean, safe and sanitary condition, and to abide by all reasonable safety and fire regulations prescribed by LANDLORD, which are communicated to TENANT in writing. TENANT shall at all times keep and maintain an adequate number of operating charged fire extinguishers in or on the Premises. The Premises shall be subject to inspection annually, or more frequently, by LANDLORD's life safety officer. TENANT will contract with a franchised solid waste hauler to dispose of solid waste, if notified to do so by LANDLORD.

30. DANGEROUS ACTIVITIES PROHIBITED. TENANT agrees not to do or allow anything to be done on the Premises which may injure or endanger persons on or about or adjacent to the Premises. TENANT hereby indemnifies and holds LANDLORD harmless from any claims because of injury to life, person or property by reason or anything done or permitted by TENANT, its agents, employees, guests, or invitees on or about or adjacent to the Premises.

31. AIRPORT FACILITIES. The parties understand and agree that the LANDLORD shall continue to maintain, develop, improve, and control all of the areas and facilities of the Airport and Industrial Park as may be from time to time determined by the LANDLORD in its sole discretion. TENANT agrees not to use the Premises in any manner which may interfere with, or become a hazard to aircraft operations. TENANT agrees not to use and to prohibit its employees, guests and invitees from using the Airport aprons, ramps, taxiways, runways or related structures for any non-aviation purpose, including pedestrian and vehicular traffic, without LANDLORD's written instructions.

32. AIRPORT PRIORITY. This lease is subject and subordinate to the present and future restrictions and regulations imposed by any governmental body or agency applicable to the Sebring Regional Airport, and further subordinate to existing or future agreements between the LANDLORD and any branch or agency of the Government of the United States of America, or the State of Florida relative to development, operation, and maintenance of the Sebring Regional Airport or Industrial Park, (including Federal Aviation grant requirements).

33. RACES AND EVENTS. Airplane and motor vehicle competitions and events, and the training, practice and preparation therefor, and the testing of trucks, automobiles and all related items comprise a significant and growing industry at the Sebring International Raceway located at the Sebring Regional Airport and Commerce Park. This industry has in the past and will in the future result in occasional denial to the TENANT and others of unrestricted access to certain portions of the Sebring Regional Airport and Commerce Park, and may therefore inconvenience TENANT. TENANT will have access to the Premises, just not completely unrestricted access. LANDLORD will render its best efforts to limit adverse impacts on the TENANT from these activities. Such inconveniences shall not be a default under this Lease. TENANT also acknowledges that the tests, races, events, preparation, clean-up and other track use will produce significant noise which will not be a default under this Lease. TENANT also acknowledges that the tarmac portion of the Premises are located within the area in which the U.S. Sport Aviation Expo is held. Tenant shall agree to make the space required for the event available for up to two weeks prior through up to ten days following each annual Expo and LANDLORD shall repair all damage caused to the

Premises by LANDLORD's negligence during that time period. LANDLORD reserves the right to designate the access road or roads to be used by TENANT during these events.

34. AIRPORT PROTECTION. The following shall be conditions of this lease:

A. LANDLORD reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Property, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing or taking off from or operating on the airport.

B. TENANT expressly agrees for itself, its successors and assigns, to restrict the height of objects or natural growth and other obstructions on the Property to such a height so as to comply with Federal Aviation Regulations, Part 77.

C. TENANT expressly agrees for itself, its successor and assigns, to prevent any use of the Premises which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.

35. STATE AND FEDERAL GOVERNMENT. The parties specifically understand and agree that some of the improvements within the Sebring Regional Airport are funded in whole or in part by grants from the USDA Rural Development, and other agencies of the State and Federal Government. TENANT agrees to comply with all state and federal laws and rules upon which the grants are conditioned, particularly those pertaining to employment.

36. ENVIRONMENTAL MATTERS. TENANT covenants and agrees to discharge only domestic waste into LANDLORD's sewer system. TENANT shall contract with LANDLORD approved licensed vendors for hazardous waste removal. TENANT will not allow any hazardous substances including without limitation, any and all pollutants, wastes, flammables, explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances and all other materials defined by or regulated under any Environmental Law, including those defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. § 9604 (14), pollutants or contaminants as defined in CERCLA, 42 U.S.C. § 9604 (A) (2), or hazardous waste as defined in the Resources Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6903 (5), or other similar applicable Federal or State Laws or regulations, to be generated, released, stored, or deposited over, beneath, or on the Premises or on any structures located on the Premises from any source whatsoever. TENANT further covenants to hold LANDLORD harmless from all claims, demands, damages, fines, costs, cleanup, attorney's fees, and court costs arising from TENANT'S discharge (either intentional or accidental) of such matters to the soil, air, water, or waste water treatment facility. TENANT shall have in place, with a copy filed with LANDLORD, a hazard materials plan. LANDLORD hereby agrees to hold TENANT harmless from all claims, demands, damages, fines, costs, cleanup, attorney's fees, and court costs arising from any discharge of such matters occurring prior to the term of this Lease.

37. RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. Pursuant to §404.056(5), Florida Statutes.

38. STORM WATER POLLUTION PREVENTION PLAN. Tenant hereby agrees to abide by all rules and regulations established by Landlord or any state, county, or federal agency in regard to storm water pollution prevention. The stormwater pollution prevention plan is a major mechanism to comply with the National Pollution Discharge Elimination System (NPDES) Multi-Sector Generic Permit (MSGP) for stormwater discharge associated with industrial activities. The NPDES MSGP is administered by Florida Department of Environmental Protection (FDEP) and is defined in rule 62-621.100 *et seq.*, F.A.C.

39. DEFAULT. The occurrence of one or more of the following shall be an event of default by TENANT:

A. Failure of TENANT to make any payment required by this Lease when due, and the failure continues for three (3) days after written Notice of Default from LANDLORD to TENANT;

B. An initial failure of TENANT to comply with any obligation imposed upon TENANT by this Lease, other than the obligation to pay money, within thirty (30) days after written Notice of Default from LANDLORD to TENANT. Should the obligation be such that it cannot reasonably be corrected within thirty (30) days, TENANT shall not be in default so long as TENANT is diligently proceeding to comply and the noncompliance does not continue for over ninety (90) days after Notice of Default. A subsequent

failure of TENANT to comply with the same obligation shall be a default without any grace period;

C. Proceedings under the Bankruptcy Act for bankruptcy filed by or against TENANT or any guarantor of TENANT's performance hereunder and not dismissed within thirty (30) days after the filing;

D. An assignment of TENANT's property for the benefit of creditors;

E. A receiver, conservator, or similar officer is appointed by a court of competent jurisdiction to take charge of all or a substantial part of TENANT's or any guarantor's property, and the officer is not discharged and possession of the property is not restored within thirty (30) days;

F. TENANT's interest in the Premises or under this Lease is the subject of a taking or levy under execution, attachment, or other process of law and the action is not canceled or discharged within thirty (30) days after its occurrence;

G. TENANT defaults under any other lease or agreement with LANDLORD.

40. LANDLORD'S REMEDIES. If any event of default occurs and has not been cured within the time period provided in this Lease, LANDLORD may immediately or at any time thereafter do one or more of the following:

A. Remove any of TENANT's personal property from the Premises and store the same elsewhere at TENANT's expense without relieving TENANT from any liability or obligation;

B. Make the Premises available to another party without liability to TENANT and without relieving TENANT from any liability or obligation to LANDLORD;

C. Bring an action then or thereafter against TENANT to recover the amount of any payment owing by TENANT to LANDLORD as the same is due, becomes due, or accumulates;

D. Accelerate the rental to be paid over the entire term of this Lease and bring then or thereafter an action for said rental and all other amounts due and owing by TENANT to LANDLORD;

E. Terminate this Lease by giving TENANT written notice thereof, without relieving TENANT from any obligation or liability for payments theretofore or thereafter becoming due or any other present or prospective damages or sums due or provided by law or this Lease and resulting from TENANT's default;

F. Terminate this Lease, relieving TENANT of any liability or obligation for any payments then or thereafter becoming due;

G. Exercise any combination of the above or any other remedy provided by law.

41. ATTORNEYS' FEES AND COSTS. In any action brought by either party for the interpretation or enforcement of the obligations of the other party including LANDLORD's right to indemnification, the prevailing party shall be entitled to recover from the losing party all reasonable attorney's fees, paralegal fees, court and other costs, whether incurred before or during litigation, on appeal, in bankruptcy or in post judgment collections.

42. AMENDMENT. No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by each party.

43. TAXES. Any taxes (including, without limitation, Highlands County ad valorem real property taxes and Florida sales or use taxes) on this Lease, the lease payments or the Premises shall be the obligation of TENANT. TENANT shall make monthly deposits with LANDLORD, in a non-interest bearing account, of a sum equal to one-twelfth of the annual taxes and assessments which may be levied against the leased Premises. The amount of such taxes, when unknown, shall be estimated by LANDLORD. Such deposits shall be used by LANDLORD to pay such taxes when due. Any insufficiency of such account to pay such charges when due shall be paid by TENANT to LANDLORD on demand. Should said taxes not be paid by TENANT, they shall be considered unpaid additional rent and failure to pay said taxes shall be considered a default hereunder.

44. UTILITIES AND SERVICES. LANDLORD will not be obligated to pay any charges for any telephone service, gas, electricity or other utility service or commodity procured or consumed by TENANT except for reasonable water usage. TENANT shall be solely responsible for such charges and, if LANDLORD shall pay those on behalf of TENANT, the amount of such charges shall be considered additional rent hereunder.

45. SUITABILITY OF PREMISES. TENANT acknowledges having examined the Premises thoroughly before entering into this Lease and acknowledges the suitability of the Premises for TENANT's proposed use. TENANT does not rely upon any representations by the LANDLORD as to the Premises' suitability for the TENANT's purposes.

46. SIGNAGE. All signage on the property must be approved by LANDLORD as to style, location, content and construction before installation, which approval will not be unreasonably withheld. In the event that LANDLORD installs a master sign showing the location of LANDLORD's tenants, TENANT will

pay TENANT's prorata share of the cost of construction and maintenance of that sign, based on TENANT's leased area at the Airport and Industrial Park.

47. **PROVISIONS OF LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this document shall be deemed to be inserted herein and the lease shall be read and enforced as though it were included, and if, through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon application of either party, the lease shall forthwith be physically amended to make such insertion or correction.

48. **GOVERNING LAW.** This agreement will be governed by and construed in accordance with the laws of the State of Florida and the parties agree to submit to the jurisdiction of the Tenth Judicial Circuit, in and for Highlands County, Florida.

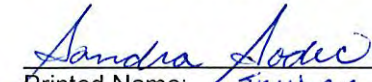
49. **TIME.** Time is of the essence of this agreement.

50. **MULTIPLE ORIGINALS.** This agreement is executed in multiple copies, each copy of which shall be deemed an original. Recording is strictly prohibited and shall be an event of default.

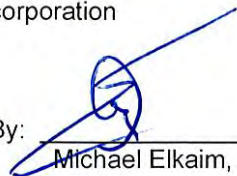
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.

WITNESSES:


Printed Name: Ruben Carralero


Printed Name: Sandra Sodic


TENANT: FLG TEARDOWNS, INC., a Florida corporation

By: 
Michael Elkaim, as its President

(Corporate Seal)

LANDLORD: SEBRING AIRPORT AUTHORITY,
a body politic and corporate of the State of Florida


Printed Name: Beverly K. Garner


Printed Name: Jami Olive

By: 
 Mike Willingham, Executive Director

(Corporate Seal)

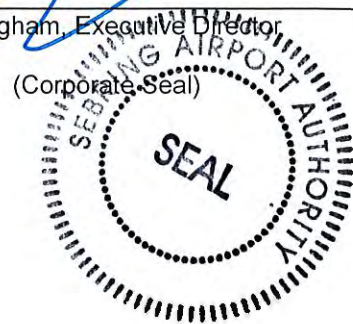
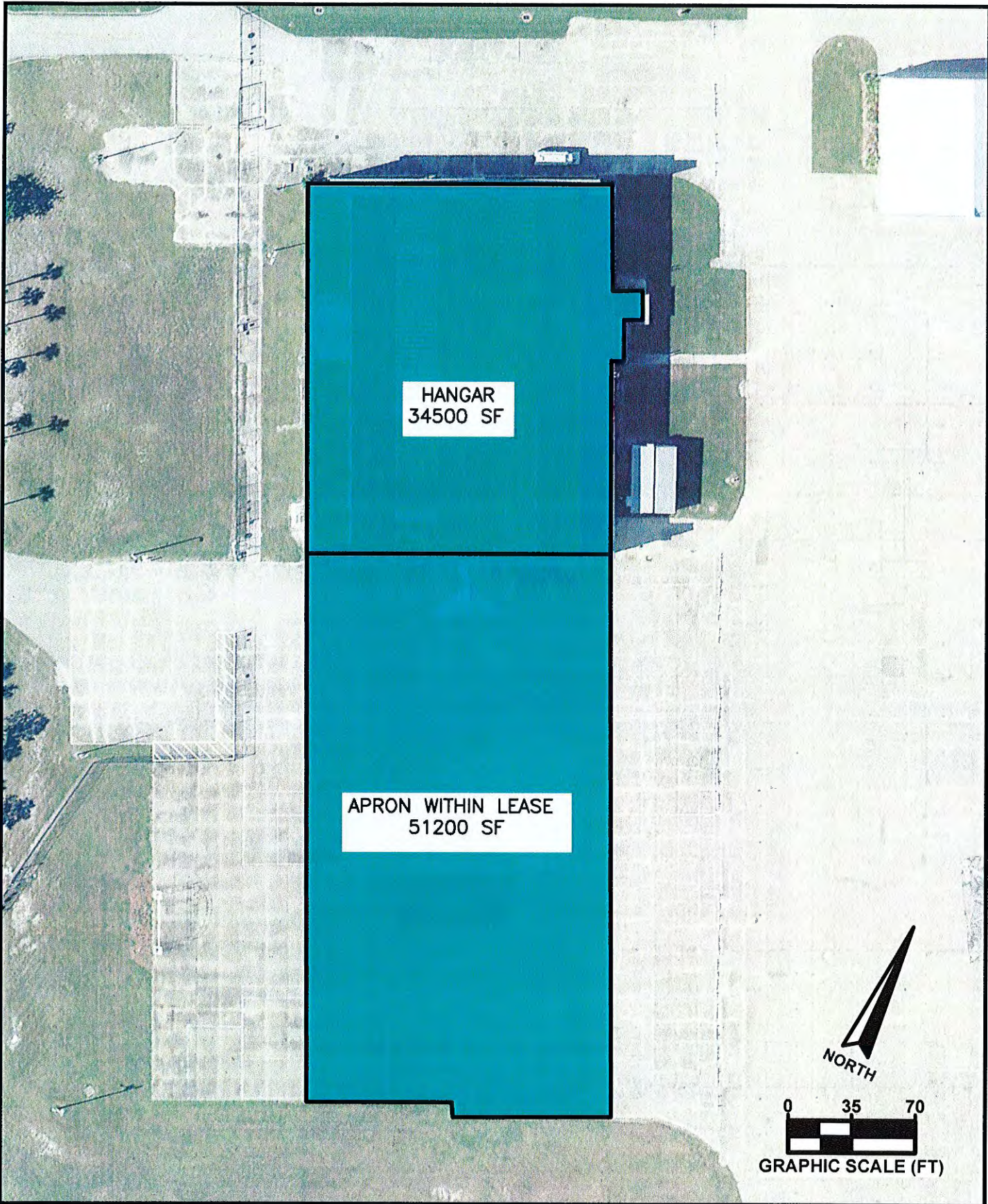


Exhibit Attached:

- A. Map/Real Property Description



2020.152.01 - 2020.152.01.dwg 4/23/2021 3:05 PM
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ENGINEERS & PLANNERS

6555 E. MICHIGAN ST., SUITE 200
 ORLANDO, FL. 32822-2779
 OFFICE: (407) 699-1122
 FAX: (407) 699-1133

BUILDING 60 FLOOR PLAN
SEBRING REGIONAL AIRPORT

EX-1

DRAWING NO.

DATE: APRIL 2021

CADD NO.: 2020.152.01

**SEBRING AIRPORT AUTHORITY
AGENDA ITEM SUMMARY**

MEETING DATE: April 15, 2021

PRESENTER: Mike Willingham

AGENDA ITEM: Bobby Ore Motorsports, LLC

BACKGROUND: Bobby Ore Motorsports lease expires April 30, 2021. They are wishing to renew the lease with the following terms:

Lease Amount: \$2317.50 per month

Term: One year, with two (2) one (1) year options to renew. Rent will increase by \$200 per month on each renewal.

Staff recommends approval.

REQUESTED MOTION: Move to approve and authorize the Executive Director to execute the same.

BOARD ACTION:

APPROVED
 DENIED
 DEFERRED
 OTHER

**SEBRING AIRPORT AUTHORITY
COMMERCIAL LEASE
BOBBY ORE MOTORSPORTS, LLC**

THIS LEASE AGREEMENT is made and entered into this 15th day of April, 2021, by and between the **SEBRING AIRPORT AUTHORITY**, a body politic and corporate of the State of Florida (herein called "LANDLORD") and **BOBBY ORE MOTORSPORTS, LLC**, a Florida limited liability company (herein called "TENANT").

WITNESSETH:

WHEREAS, LANDLORD is the owner of certain real property located at Sebring Regional Airport and Industrial Park in the County of Highlands, State of Florida; and,

WHEREAS, LANDLORD has agreed to lease a portion of the property to TENANT, subject to certain terms and conditions; and,

WHEREAS, TENANT wishes to lease said property from LANDLORD,

NOW THEREFORE, in consideration of the premises and the covenants, terms and conditions to be performed as set forth hereinafter, the parties agree as follows:

1. **TERM.** The term of this Lease Agreement shall be for one (1) year commencing on May 1, 2021, and ending on April 30, 2022, unless extended or sooner terminated as herein provided.
2. **PROPERTY.** The property subject to this Agreement is a portion of closed runway 22 and certain associated closed taxiways at Sebring Regional Airport and Industrial Park as shown on Exhibit "A" attached hereto (herein called the "Premises"), subject to the common use of the hatch marked area depicted on Exhibit "A" together with Hancor, Inc. TENANT is permitted to use Carroll Shelby Road for vehicular and pedestrian ingress and egress to the Premises, however, TENANT agrees that Carroll Shelby Road will only be maintained in a passable condition and will not be paved or otherwise improved by LANDLORD. TENANT shall be provided with a separate lock and key to the gate on Carroll Shelby Road.
3. **USE.** The Premises are to be used by TENANT for the purpose of a driving school for motion picture stunt driving, defensive driving (self-protection), anti-terrorist driving, drift driving, motor cross driving and dignitary protection. TENANT will make no unlawful, improper, or offensive use of the Premises.
4. **RENT.** TENANT hereby agrees to pay rent to LANDLORD of \$2,317.50 per month, together with any sales or use taxes thereon, in advance, on or before the 1st day of each month during the initial term of the Lease. TENANT has paid to LANDLORD a security deposit in the amount of \$2,000.00 upon the execution of this lease, which deposit shall not bear interest but shall be returned to TENANT upon termination of this Lease so long as there is no rent left unpaid and no damage to the Premises.
5. **LATE PAYMENTS.** Rental payments remaining due and unpaid for a period of ten (10) days after the date due shall accrue a service charge equal to 1.5% of the amount of the delinquent payment, or \$100.00, whichever is greater, per month, from the date due until paid.
6. **WORTHLESS PAYMENTS.** Any rental payments returned as worthless or as insufficient funds shall accrue a service charge equal to 5% of the amount of the returned payment, or \$35.00, whichever is greater.
7. **EMERGENCY CONTACT.** TENANT shall provide LANDLORD with the name and telephone number of a contact person who shall be on call at all times to respond in case of any emergency.
8. **OPTION TO RENEW.** LANDLORD hereby grants to TENANT an option to renew this Lease for an additional two (2) one (1) year, terms with an increase of \$200 per month upon

each renewal. At no time will the rent decrease. Said option shall be exercised by TENANT's delivery of notice thereof to LANDLORD, in writing, not less than three (3) months prior to the end of each preceding term, if at all, and shall be effective only if TENANT is not in default under this Lease.

9. **RELOCATION**. LANDLORD shall have the right to relocate TENANT, at LANDLORD'S expense, to a mutually agreeable location within Sebring Regional Airport and Industrial Park if the Premises are needed by LANDLORD.

LANDLORD shall give TENANT at least three (3) months notice of a proposed relocation, unless the parties agree in writing to a shorter term. Said relocation shall be evidenced by a written addendum to this Lease Agreement, executed by the parties. Should the parties not be able to agree on a new location, LANDLORD may terminate this lease thereafter upon three (3) months notice.

10. **HOLD HARMLESS**. TENANT agrees to hold LANDLORD harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, arising out of this contract unless such claims are a result of the LANDLORD's sole negligence. TENANT agrees to pay on behalf of LANDLORD, and to pay the cost of LANDLORD's legal defense, as may be selected by LANDLORD, for all claims described in this paragraph. Such payment on behalf of LANDLORD shall be in addition to any and all other legal remedies available to LANDLORD and shall not be considered to be LANDLORD's exclusive remedy.

11. **INSURANCE AND INDEMNITY**. TENANT, at each authorized location, will at its own expense and at all times during the term of this Agreement, provide and maintain in effect those insurance policies and minimum limits of coverage as designed below, with companies licensed to do business in the state or country in which the Agreement is to be performed. Insurance will be written with carrier/carriers with a minimum rating of "A-, X" by A.M. Best Rating agency or equivalent agency. These minimum insurance requirements shall not be interpreted to in any way limit TENANT's defense and indemnity obligations:

- A. Specifically recognize and insure the contractual liability assumed by TENANT under this Agreement;
- B. Provide that TENANT's insurance shall be primary to and non-contributory with any and all insurance maintained by or afforded to LANDLORD and its affiliated and subsidiary companies, and their respective officers, directors, shareholders, employees and agents;
- C. Provide that no cancellation or non-renewal will become effective except upon thirty (30) days prior written notice to LANDLORD except for non-payment of premium;
- D. Specifically waive insurers' rights of subrogation against LANDLORD; and
- E. Should TENANT's policies provide a limit of liability in excess of such Amounts, LANDLORD shall have the right of the benefit to the full extent of the coverage available.

PROPERTY COVERAGE. TENANT shall procure and maintain for the life of the lease, All Risk/Special Form, coverage including sinkhole and wind storm insurance coverage (or its equivalent), to cover loss resulting from damage to or destruction of any improvements. The policy shall cover a minimum of 100% replacement cost, and it is preferred that it include an agreed value endorsement to waive coinsurance. TENANT shall be solely responsible, at its expense, for any insurance coverage for its personal property, including removable trade fixtures and TENANT's leasehold improvements.

LIABILITY INSURANCE. TENANT shall, at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the operations conducted on the leased Premises with the premiums thereon fully paid on or before due date, issued by

and binding upon some insurance company approved by LANDLORD, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. LANDLORD shall be listed as an additional insured on TENANT's policy or policies of commercial general liability insurance and TENANT shall provide LANDLORD with current Certificates of Insurance evidencing TENANT's compliance with this paragraph.

CERTIFICATE OF INSURANCE. Upon execution of this Agreement, TENANT must furnish a Certificate of Insurance to LANDLORD evidencing the insurance required herein, written or translated in English. From thereon, TENANT will furnish a valid Certificate of Insurance to LANDLORD annually at the address in the "Notices" clause of this Agreement.

TENANT'S LIABILITY NOT LIMITED. NOTWITHSTANDING THE PROVISIONS HEREIN, FOR PURPOSES OF THIS LEASE, TENANT ACKNOWLEDGES THAT ITS POTENTIAL LIABILITY IS NOT LIMITED TO THE AMOUNT OF LIABILITY INSURANCE COVERAGE IT MAINTAINS NOR TO THE LIMITS REQUIRED HEREIN.

INVALIDATION OR CONFLICT WITH EXISTING INSURANCE POLICIES: TENANT shall not do, permit or suffer to be done any act, matter, thing or failure to act in respect to the Premises that will a) invalidate or be in conflict with any insurance policies covering the Premises or any part thereof; or b) increase the rate of insurance on the Premises or any property located therein. If by reason of the failure of TENANT to comply with the provisions of this Lease, the insurance rate shall at any time be higher than it otherwise would be, then TENANT shall reimburse LANDLORD and any other tenants, on demand, for that part of all premiums for any insurance coverage that shall have been charged because of such actions by TENANT.

TENANT'S NEGLIGENCE. If the leased Premises or any other part of the building is damaged by fire or other casualty resulting from any act or negligence of TENANT or any of TENANT's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and TENANT shall be responsible for the costs of repair not covered by insurance.

INDEMNIFICATION. TENANT shall indemnify LANDLORD and hold LANDLORD harmless for any and all liability, claims, damages, expenses (including attorney's fees and costs for trial or appeal), proceedings and causes of action of every kind and nature arising out of or connected with the use, maintenance, operation or control of the Premises by TENANT, except as may arise out of conditions occurring or present prior to the commencement of this lease or caused by the misconduct or gross negligence of LANDLORD.

ADDITIONAL INSURANCE. If checked below, LANDLORD requires the following additional types of insurance.

Aircraft Liability Coverage. Aircraft liability coverage, including Bodily Injury and Property Damage with liability limits of \$1,000,000 per occurrence and a \$100,000 per passenger sublimit.

Pollution/Environmental Impairment Liability Coverage. Pollution/environmental impairment liability insurance is to be purchased to cover pollution and/or environmental impairment which may arise from this agreement or contract.

Business Auto Liability Coverage. Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles. Limit: \$1,000,000 combined single limit for Bodily Injury and Property Damage.

12. **ASSIGNMENT.** TENANT shall not assign this lease or sublet the Premises, directly or indirectly, without the written consent of LANDLORD, which consent will not be unreasonably withheld.

13. **REMOVAL OF PERSONAL PROPERTY UPON TERMINATION.** Upon termination of

this Agreement, provided all monies due LANDLORD have been paid, TENANT shall have the right and responsibility to remove all of its personal property, including machinery and equipment, which it has installed or placed on the Premises, which removal shall be accomplished no later than the termination date. Electrical and plumbing facilities, air conditioners and other permanently installed fixtures shall not be considered personal property. TENANT agrees to repair any damage occasioned by reason of such removal or damage caused by TENANT's occupancy. In the event TENANT fails to remove its personal property or to repair any damage done to the Premises by the termination date, LANDLORD reserves the right to remove and store all such personal property left, at the risk and expense of TENANT, and to make repairs necessary to restore the Premises, with the cost of such repairs to be paid by TENANT.

14. **ABANDONMENT OF PREMISES BY TENANT.** In case TENANT shall abandon said Premises, or any part thereof, during the term of this Agreement, LANDLORD may, at its option, without notice, relet said Premises, or any part thereof, on such terms and for such rent as it may deem expedient or proper. Such reletting shall not operate as a waiver of any right whatsoever which LANDLORD would otherwise have to hold TENANT responsible for the rent. In case said Premises, or any part thereof, shall be relet, LANDLORD shall collect that rent and, after paying the expense of such reletting and collections, apply the remainder toward the rent due or to become due from TENANT.

15. **ALTERATIONS.** TENANT shall make no material additions or alterations in or to the Premises without the written consent of LANDLORD. TENANT shall be responsible for the cost of any additions or alterations made by TENANT and shall protect and reimburse LANDLORD against possible mechanics', laborers' and materialmen's liens upon the Premises.

16. **NO LIENS CREATED.** TENANT has no power to incur any indebtedness giving a right to a lien of any kind or character upon the Premises. No third person shall be entitled to any lien against the Premises or any structure thereon, derived through or under TENANT. All persons contracting with TENANT, or furnishing materials or labor to TENANT, shall be bound by this provision. Should any such lien be filed, TENANT shall have the same discharged within sixty (60) days thereafter by paying the same or by filing a bond, or otherwise as permitted by law. TENANT is not the agent of LANDLORD and cannot confer upon a laborer upon the Premises, or upon a materialman who furnishes material incorporated in the construction of improvements upon the Premises, a construction lien upon LANDLORD's property under the provision of Chapter 713, Florida Statutes, or any subsequent revisions of that law.

17. **INTENTIONALLY BLANK.**

18. **SUBORDINATION.** This Lease Agreement shall be subordinate to the provisions of any existing or future agreement between LANDLORD and the United States of America relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for development of Sebring Regional Airport. This lease and all provisions hereof are also subject and subordinate to the terms and conditions of the instruments and documents under which the LANDLORD acquired the subject property from the City of Sebring and shall be given only such effect as will not conflict or be inconsistent with the term and conditions contained in the lease of said lands from the LANDLORD, and any existing or subsequent amendments thereto, and are subject to any rules or regulations which have been, or may hereafter be adopted by the LANDLORD pertaining to the Sebring Regional Airport. Except to the extent required for the performance of the obligations of TENANT in this Lease Agreement, nothing contained in this Lease Agreement shall grant TENANT any rights whatsoever in the airspace above the Premises, other than those rights which are subject to Federal Aviation Administration orders, regulations or advisory circulars currently or subsequently effective.

19. **NON-DISCRIMINATION.** TENANT for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that:

A. No person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities;

B. That in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination;

C. That Tenant shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 and Title VIII of the Civil Rights Act of 1968, and as said Regulations may be amended.

That in the event of a breach of any of the above nondiscrimination covenants, LANDLORD shall have the right to terminate the lease. This provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights.

20. MAINTENANCE AND REPAIRS. TENANT will be responsible for the maintenance, repair, and upkeep of the Premises and shall keep the Premises, including the landscaping, in good order and repair. Reasonable repairs shall be made in a timely manner and if TENANT refuses or neglects to make any repairs, to the reasonable satisfaction of LANDLORD within a reasonable period of time after receipt of written notice of need for such repair from LANDLORD, LANDLORD may make such repairs without liability to TENANT for any loss or damage that may occur to TENANT'S property or business and TENANT shall pay LANDLORD'S costs for making such repairs, including LANDLORD'S reasonable administrative costs. Such costs for repairs shall bear interest at the rate of 18% per annum from the tenth day after billing therefor until paid and shall constitute additional rent. LANDLORD reserves the right to enter on the Premises at all reasonable times to make such repairs.

21. COMMON AREA MAINTENANCE. There is currently no common area maintenance charge imposed by LANDLORD. Should LANDLORD subsequently impose a uniform charge to maintain the common areas of the Airport, TENANT shall pay those charges attributable to the Premises.

22. EXCLUSIVE USE. This Agreement shall in no way convey the exclusive use of any part of the Airport, except the Premises, and shall not be construed as providing any special privilege for any public portion of the Airport. LANDLORD reserves the right to lease to other parties any other portion of the Airport property for any purpose deemed suitable for the Airport by LANDLORD. LANDLORD agrees that it will not grant a future party an exclusive right to provide the services described in this Lease Agreement.

23. FUTURE AGREEMENTS OF THE AIRPORT. The terms and conditions hereof shall not be construed to prevent LANDLORD from making commitments to the Federal Government or to the State of Florida to qualify for the expenditure of State or Federal funds upon the Airport.

24. NOTICES. Whenever any notice is required or permitted by this Agreement to be given, such notice shall be by certified mail, overnight delivery or facsimile addressed to:

Bobby Ore, Managing Member
Bobby Ore Motorsports, LLC
3774 Enchanted Oaks Lane
Sebring, FL 33875

Executive Director
Sebring Airport Authority
128 Authority Lane
Sebring, FL 33870

Notice shall be considered given when deposited with the U.S. Postal Service or commercial carrier, postage prepaid, or when received by the other party if by facsimile. Each party will be responsible for notifying the other of any change in their address.

25. **WAIVER OF BREACH.** The waiver by LANDLORD or TENANT of any breach of the terms, covenants, or conditions herein contained shall not be deemed a waiver of any subsequent breach.

26. **SEVERABILITY.** It is the intention of both of the parties hereto that the provisions of this Lease Agreement shall be severable in respect to a declaration of invalidity of any provisions hereof.

27. **ASSIGNS AND SUCCESSORS.** Except as otherwise provided, the covenants and conditions herein shall be binding upon and inure to the benefit of the assigns and successors of the parties hereto.

28. **LEASE RESTRICTIONS.** TENANT hereby agrees to abide by all elements of the Sebring Airport Authority Code of Regulations, the Revised Code for Industrial Wastes and the Minimum Standards for Fixed-Base Operators as the same may be reasonably amended from time to time. Copies of these documents are posted on LANDLORD's website and the full text of each document shall be considered as a part of this lease as if fully stated herein and/or attached hereto.

29. **CLEANLINESS AND SAFETY.** TENANT agrees to keep the Premises in a clean, safe and sanitary condition, and to abide by all reasonable safety and fire regulations prescribed by LANDLORD, which are communicated to TENANT in writing. TENANT shall at all times keep and maintain an adequate number of operating charged fire extinguishers in or on the Premises. TENANT will contract with a franchised solid waste hauler to dispose of solid waste, if notified to do so by LANDLORD.

30. **DANGEROUS ACTIVITIES PROHIBITED.** TENANT agrees not to do or allow anything to be done on the Premises which may injure or endanger persons on or about or adjacent to the Premises. TENANT hereby indemnifies and holds LANDLORD harmless from any claims because of injury to life, person or property by reason or anything done or permitted by TENANT, its agents, employees, guests, or invitees on or about or adjacent to the Premises.

31. **AIRPORT FACILITIES.** The parties understand and agree that the LANDLORD shall continue to maintain, develop, improve, and control all of the areas and facilities of the Airport and Industrial Park as may be from time to time determined by the LANDLORD in its sole discretion. TENANT agrees not to use the Premises in any manner which may interfere with, or become a hazard to aircraft operations. TENANT agrees not to use and to prohibit its employees, guests and invitees from using the Airport aprons, ramps, taxiways, runways or related structures for any non-aviation purpose, including pedestrian and vehicular traffic, without LANDLORD's written instructions.

32. **AIRPORT PRIORITY.** This lease is subject and subordinate to the present and future restrictions and regulations imposed by any governmental body or agency applicable to the Sebring Regional Airport, and further subordinate to existing or future agreements between the LANDLORD and any branch or agency of the Government of the United States of America, or the State of Florida relative to development, operation, and maintenance of the Sebring Regional Airport or Industrial Park, (including Federal Aviation grant requirements).

33. **RACES AND EVENTS.** Airplane and motor vehicle competitions and events, and the training, practice and preparation therefor, and the testing of trucks, automobiles and all related items comprise a significant and growing industry at the Sebring International Raceway located at the Sebring Regional Airport and Commerce Park. This industry has in the past and will in the future result in occasional denial to the TENANT and others of unrestricted access to certain portions of the Sebring Regional Airport and Commerce Park, and may therefore inconvenience TENANT. LANDLORD will render its best efforts to limit adverse impacts on the TENANT from these activities. Such inconveniences shall not be a default under this Lease. TENANT also acknowledges that the tests, races, events, preparation, clean-up and other track use will produce significant noise which will not be a default under this Lease. LANDLORD reserves the right to designate the access road or roads to be used by TENANT during these events.

34. **AIRPORT PROTECTION.** The following shall be conditions of this lease:

A. LANDLORD reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Property, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing or taking off from or operating on the airport.

B. TENANT expressly agrees for itself, its successors and assigns, to restrict the height of objects or natural growth and other obstructions on the Property to such a height so as to comply with Federal Aviation Regulations, Part 77.

C. TENANT expressly agrees for itself, its successor and assigns, to prevent any use of the Premises which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.

35. **STATE AND FEDERAL GOVERNMENT.** The parties specifically understand and agree that some of the improvements within the Sebring Regional Airport are funded in whole or in part by grants from the USDA Rural Development, and other agencies of the State and Federal Government. TENANT agrees to comply with all state and federal laws and rules upon which the grants are conditioned, particularly those pertaining to employment.

36. **ENVIRONMENTAL MATTERS.** TENANT covenants and agrees to discharge only domestic waste into LANDLORD's sewer system. TENANT will not allow any hazardous substances including without limitation, any and all pollutants, wastes, flammables, explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances and all other materials defined by or regulated under any Environmental Law, including those defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. § 9604 (14), pollutants or contaminants as defined in CERCLA, 42 U.S.C. § 9604 (A) (2), or hazardous waste as defined in the Resources Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 8903 (5), or other similar applicable Federal or State Laws or regulations, to be generated, released, stored, or deposited over, beneath, or on the Premises or on any structures located on the Premises from any source whatsoever. TENANT further covenants to hold the LANDLORD harmless from all claims, demands, damages, fines, costs, cleanup, attorney's fees, and court costs arising from TENANT'S discharge (either intentional or accidental) of such matters to the soil, air, water, or waste water treatment facility. LANDLORD hereby agrees to hold TENANT harmless from all claims, demands, damages, fines, costs, cleanup, attorney's fees, and court costs arising from any discharge of such matters occurring prior to the term of this Lease.

37. **RADON GAS.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. Pursuant to §404.056(8), Florida Statutes.

38. **STORM WATER POLLUTION PREVENTION PLAN.** Tenant hereby agrees to abide by all rules and regulations established by Landlord or any state, county, or federal agency in regard to storm water pollution prevention. The stormwater pollution prevention plan is a major mechanism to comply with the National Pollution Discharge Elimination System (NPDES) Multi-Sector Generic Permit (MSGP) for stormwater discharge associated with industrial activities. The NPDES MSGP is administered by Florida Department of Environmental Protection (FDEP) and is defined in rule 62-621.100 *et seq.*, F.A.C.

39. **DEFAULT.** The occurrence of one or more of the following shall be an event of default by TENANT:

A. Failure of TENANT to make any payment required by this Lease when due, and the failure continues for three (3) days after written Notice of Default from LANDLORD to TENANT;

B. An initial failure of TENANT to comply with any obligation imposed upon TENANT by this Lease, other than the obligation to pay money, within thirty (30) days after written Notice of Default from LANDLORD to TENANT. Should the obligation be such that it cannot reasonably be corrected within thirty (30) days, TENANT shall not be in default so long as TENANT is diligently proceeding to comply and the noncompliance does not continue for over ninety (90) days after Notice of Default. A subsequent failure of TENANT to comply with the same obligation shall be a default without any grace period;

C. Proceedings under the Bankruptcy Act for bankruptcy filed by or against TENANT or any guarantor of TENANT's performance hereunder and not dismissed within thirty (30) days after the filing;

D. An assignment of TENANT's property for the benefit of creditors;

E. A receiver, conservator, or similar officer is appointed by a court of competent jurisdiction to take charge of all or a substantial part of TENANT's or any guarantor's property, and the officer is not discharged and possession of the property is not restored within thirty (30) days;

F. TENANT's interest in the Premises or under this Lease is the subject of a taking or levy under execution, attachment, or other process of law and the action is not canceled or discharged within thirty (30) days after its occurrence;

G. TENANT defaults under any other lease or agreement with LANDLORD.

40. **LANDLORD'S REMEDIES.** If any event of default occurs and has not been cured within the time period provided in this Lease, LANDLORD may immediately or at any time thereafter do one or more of the following:

A. Remove any of TENANT's personal property from the Premises and store the same elsewhere at TENANT's expense without relieving TENANT from any liability or obligation;

B. Make the Premises available to another party without liability to TENANT and without relieving TENANT from any liability or obligation to LANDLORD;

C. Bring an action then or thereafter against TENANT to recover the amount of any payment owing by TENANT to LANDLORD as the same is due, becomes due, or accumulates;

D. Accelerate the rental to be paid over the entire term of this Lease and bring then or thereafter an action for said rental and all other amounts due and owing by TENANT to LANDLORD;

E. Terminate this Lease by giving TENANT written notice thereof, without relieving TENANT from any obligation or liability for payments theretofore or thereafter becoming due or any other present or prospective damages or sums due or provided by law or this Lease and resulting from TENANT's default;

F. Terminate this Lease, relieving TENANT of any liability or obligation for any payments then or thereafter becoming due;

G. Exercise any combination of the above or any other remedy provided by law.

41. **ATTORNEYS' FEES AND COSTS.** In any action brought by either party for the interpretation or enforcement of the obligations of the other party including LANDLORD's right to indemnification, the prevailing party shall be entitled to recover from the losing party all reasonable attorney's fees, paralegal fees, court and other costs, whether incurred before or during litigation, on appeal, in bankruptcy or in post judgment collections.

42. **AMENDMENT.** No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by each party.

43. **TAXES.** Any taxes (including, without limitation, Highlands County ad valorem real property taxes and Florida sales or use taxes) on this Lease, the lease payments or the Premises shall be the obligation of TENANT. TENANT shall make monthly deposits with

LANDLORD, in a non-interest bearing account, of a sum equal to one-twelfth of the annual taxes and assessments which may be levied against the leased Premises. The amount of such taxes, when unknown, shall be estimated by LANDLORD. Such deposits shall be used by LANDLORD to pay such taxes when due. Any insufficiency of such account to pay such charges when due shall be paid by TENANT to LANDLORD on demand. Should said taxes not be paid by TENANT, they shall be considered unpaid additional rent and failure to pay said taxes shall be considered a default hereunder.

44. UTILITIES AND SERVICES. LANDLORD will not be obligated to pay any charges for any telephone service, gas, electricity, water, or other utility service or commodity procured or consumed by TENANT. TENANT shall be solely responsible for such charges and, if LANDLORD shall pay those on behalf of TENANT, the amount of such charges shall be considered additional rent hereunder.

45. SUITABILITY OF PREMISES. TENANT acknowledges having examined the Premises thoroughly before entering into this Lease and acknowledges the suitability of the Premises for TENANT's proposed use. TENANT does not rely upon any representations by the LANDLORD as to the Premises' suitability for the TENANT's purposes.

46. SIGNAGE. All signage on the property must be approved by LANDLORD as to style, location, content and construction before installation, which approval will not be unreasonably withheld. In the event that LANDLORD installs a master sign showing the location of LANDLORD's tenants, TENANT will pay TENANT's prorata share of the cost of construction and maintenance of that sign, based on TENANT's leased area at the Airport and Industrial Park.

47. PROVISIONS OF LAW DEEMED INSERTED. Each and every provision of law and clause required by law to be inserted in this document shall be deemed to be inserted herein and the lease shall be read and enforced as though it were included, and if, through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon application of either party, the lease shall forthwith be physically amended to make such insertion or correction.

48. GOVERNING LAW. This agreement will be governed by and construed in accordance with the laws of the State of Florida and the parties agree to submit to the jurisdiction of the Tenth Judicial Circuit, in and for Highlands County, Florida.

49. TIME. Time is of the essence of this agreement.

50. MULTIPLE ORIGINALS. This agreement is executed in multiple copies, each copy of which shall be deemed an original. Recording is strictly prohibited and shall be an event of default.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.

WITNESSES:

Jami Olive
Jami Olive

Jason M. Ali
Printed Name: Jason M. Ali

LANDLORD: SEBRING AIRPORT
AUTHORITY, a body politic and corporate of
the State of Florida

Mike W. Wingham
Mike Wingham, Executive Director
(Corporate Seal)
SEBRING AIRPORT AUTHORITY
SEAL
TENANT: BOBBY ORE MOTORSPORTS,
LLC a Florida limited liability company

WITNESSES:

Jason M. Ali
Bobby Ore
Printed Name: Jason M. Ali

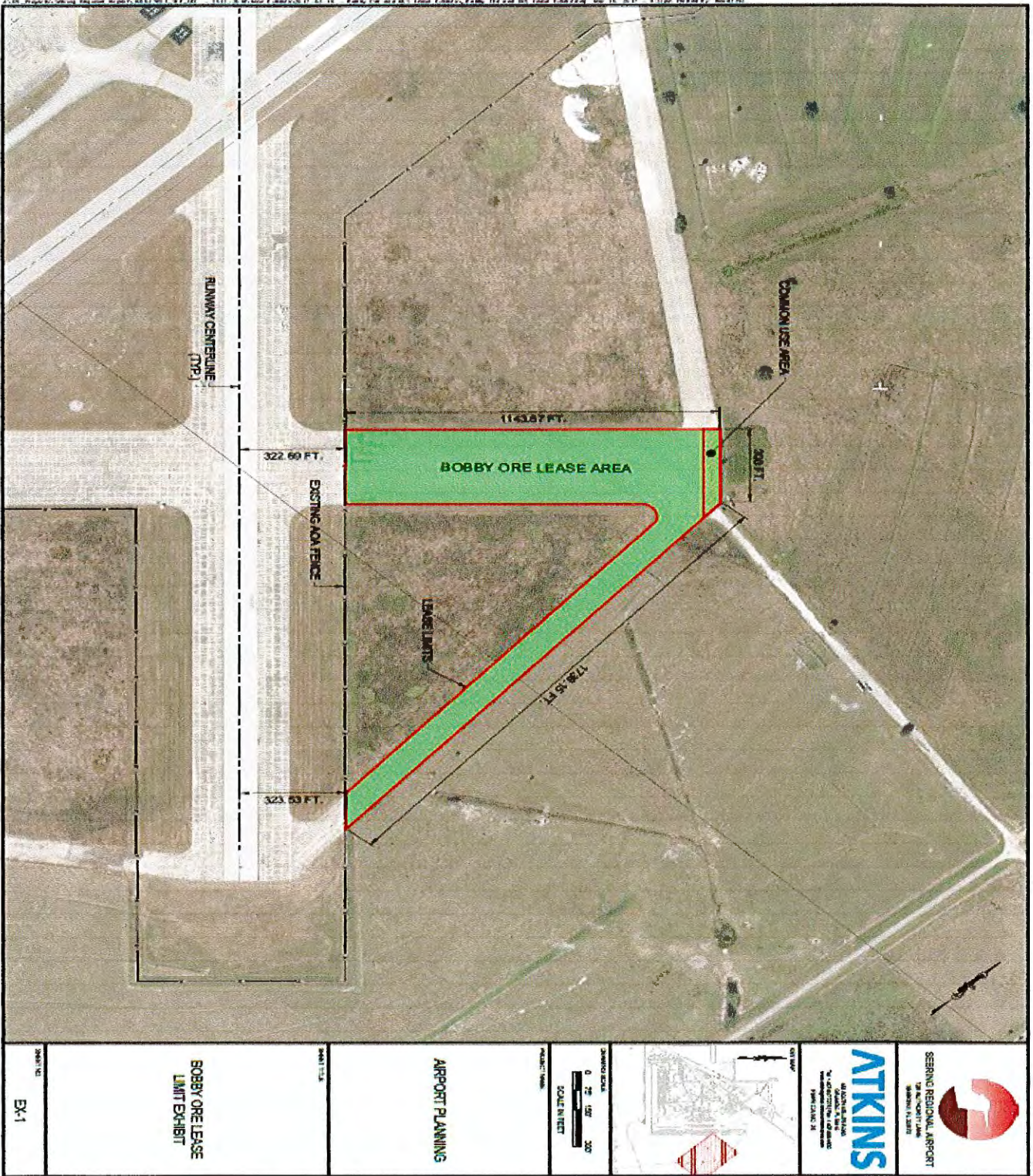
By: Bobby Ore
Bobby Ore, as its Managing Member
(Corporate Seal)

W. Wingham
Printed Name: W. Wingham

Exhibits Attached:

- A. Map/Premises Description
- B. Common Use Area

Exhibit "A"



SEBRING REGIONAL AIRPORT
 1000 W. STATE ST.
 SEBRING, FL 33875

ATKINS

ATKINS CONSULTANTS
 1000 W. STATE ST.
 SEBRING, FL 33875



AIRPORT PLANNING

BOBBY ORE LEASE
 LIMIT EXHIBIT

EX-1

RESOLUTION SAA 21-04

**A RESOLUTION OF THE SEBRING AIRPORT
AUTHORITY TO APPROVE AMENDMENT S21-023 TO
THE 2020-2021 BUDGET.**

WHEREAS, The Sebring Airport Authority is required to have an operating budget; and

WHEREAS, said budget is to be used as a tool to project revenues, expenses, and reserves; and

WHEREAS, said budget is to be used as a control of costs and expenditures; and

WHEREAS, said budget can be amended from time to time by action of the Sebring Airport Authority Board of Directors;

NOW, THEREFORE, BE IT RESOLVED BY A MAJORITY OF THE MEMBERS OF THE SEBRING AIRPORT AUTHORITY AS FOLLOWS:

SECTION 1. The Sebring Airport Authority hereby approves the 2020-2021 Budget Amendment S21-03 as presented.

SECTION 2. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 15th day of April 2021.



SEBRING AIRPORT AUTHORITY

By: _____

Mike Willingham, Ex. Director

**SEBRING AIRPORT AUTHORITY
AGENDA ITEM SUMMARY**

MEETING DATE: April 15, 2021

PRESENTER: Mike Willingham

AGENDA ITEM: Amhurst Consulting Company, LLC Assignment Agreement to Hanson Professional Services, Inc.

BACKGROUND: SAA choose Amhurst Consulting Company, LLC (ACC) as an approved consultant under RFQ 19-04. ACC has now merged with Hanson Professional Services, Inc. (HPS). Staff is recommending approving Assignment Agreement so that HPS will become an approved consultant of the Authority.

REQUESTED MOTION: Move to approve and authorize the Executive Director to execute the same.

BOARD ACTION:

APPROVED
 DENIED
 DEFERRED
 OTHER

ASSIGNMENT AGREEMENT AND CLIENT CONSENT

This Assignment Agreement ("Assignment") is made this 15th day of April 2021, between Amherst Consulting Company, LLC, a Florida Limited Liability Company ("Assignor") and Hanson Professional Services Inc., a Delaware Corporation ("Assignee") and the Sebring Airport Authority ("Client").

RECITALS:

- A. Assignor entered into certain uncompleted Contracts, incorporated herein ("Contracts") with Client.
- B. The Contracts are by their terms assignable upon the prior written consent of the Client.
- C. Assignor desires to assign the Contracts to Assignee, and Assignee is willing to perform all remaining duties and obligations under the Contracts.

In consideration of the mutual covenants herein, Assignor and Assignee agree as follows:

- 1. Assignor grants, bargains, sells, conveys, transfers, assigns, and sets over its entire right, title, interest in and duties under the Contracts to Assignee subject to the covenants and conditions set forth herein.
- 2. Assignee assumes all obligations of Assignor under the Contracts for all work undertaken by Assignor prior to the effective date of the Assignment including but not limited to existing liabilities and subconsultant obligations, and Assignee assumes the Contracts and will perform faithfully all of the covenants, stipulations and agreements contained therein.

Assignor further recognizes and covenants that Assignor is not released by the Client from liability for work accomplished by Assignor prior to this assignment and will, together with Assignee, remain liable for all such work.

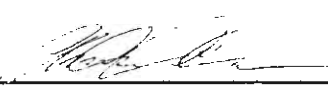
- 3. Assignor represents, and Assignee accepts, that there are no claims or demands against the Assignor arising out of or related to the performance under this Assignment prior to the effective date hereof.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment through their duly authorized officers the day and year first above written.

Assignor: Amherst Consulting Company, LLC

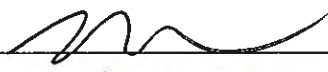
Assignee: Hanson Professional Services Inc.

By: 
Printed Name: Todd Zimmerman
Title: Owner/Principal

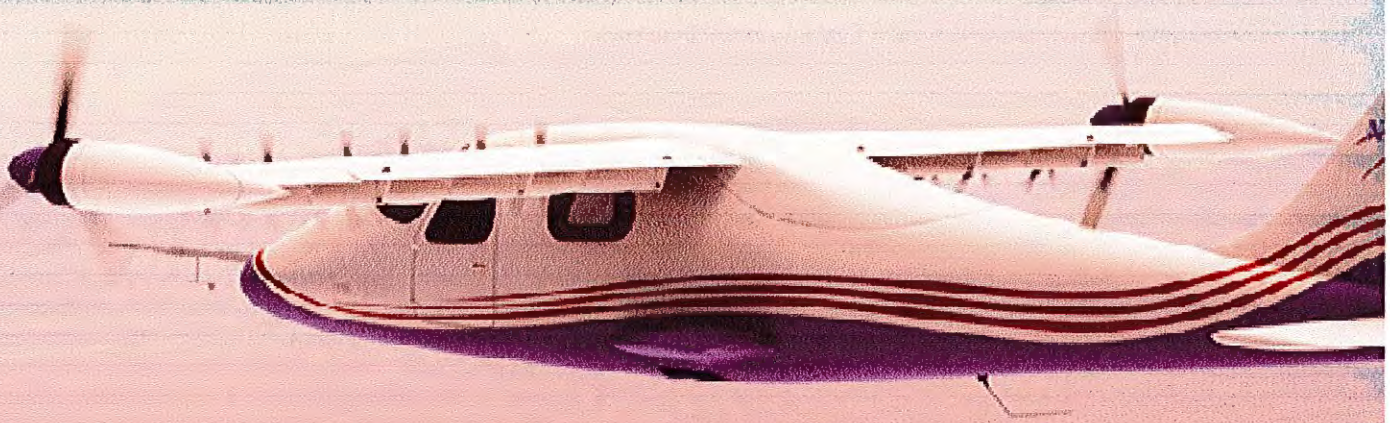
By: 
Printed Name: Charles Snowden
Title: Sr. Vice President

Client, a party to the Contracts, does hereby consent to the assignment set forth above.

Client: Sebring Airport Authority

By: 
Printed Name: Mike Williamson
Title: Executive Director
Date: _____

Executive Director's REPORT



INSIDE

- Track Reconstruction
- Recap: Mobil 1 Twelve Hours of Sebring
- Nasa's First All Electric Aircraft
- US AAM Market





TRACK RECONSTRUCTION

The Track Reconstruction project is approximately 30% complete. Tracks 3 and 4 (nearest Funder facility) have been replaced. This includes new turnouts, rail, steel cross-ties, and ballast rock. Work is currently proceeding on Tracks 1 and 5, with work still to be done on Tracks 2 and 6. The Contractor's work plan allows for one track to be open at all times for tenant and/or CSX switches, which allows for the regularly scheduled deliveries. All work is currently scheduled to be completed by June 4th.

RECAP: 2021 MOBIL 1 TWELVE HOURS OF SEBRING

REPORTING FROM
WAYNE ESTES

The 2021 Mobil 1 Twelve Hours of Sebring Presented by Advance Auto Parts proved to be a significant pandemic success, beating budget by 20 percent, while adhering to CDC, state, and local COVID protocols.

All premium offerings sold out before gates opened, and gate sales surpassed all expectations.

Budgets in 2021 reflect downsized expectations. The March Sebring event indicates those expectations may be conservative.

The race itself was one of the most exciting in history, with drama from the opening hour until the final lap. Favorites were eliminated in crashes and winners in both pro categories were huge underdogs before the event.

Pre-race activities, though limited due to COVID, were nonetheless spectacular, featuring Lee Greenwood singing both the National Anthem and his iconic God Bless The USA.

The excitement and drama of 2021 bodes well for the 2022 season when the WEC is expected to return to Sebring with new Hypercars.

And a year after that, IMSA debuts the LMDh cars from several manufacturers.

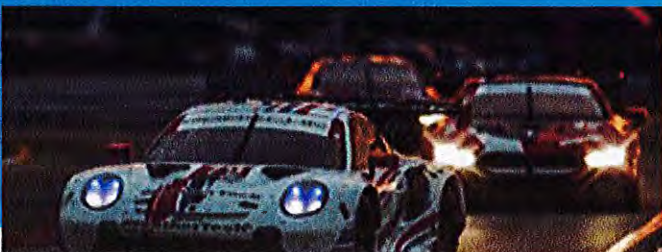
The future of sportscar racing at Sebring looks very bright!

Wildlife Assessment: 9th Round

Atkins completed 9th round of WHA (wildlife assessment) surveys at KSEF from March 23rd – 25th. Activities included setting and checking small mammal traps (done quarterly) in addition to the daily bird surveys and nighttime spotlight search. Live mammal trapping did not result in any captures this month over the course of the 2 days traps were set, although some were tripped. Factors possibly affecting presence/capture could have included the lower grass height where trap lines were established (i.e. less cover for prey movement) and/or increased predation pressures due to seasonal fluctuations in birds of prey and medium mammalian predator populations.

Additional observations included increased numbers of vultures (primarily turkey vultures) perching around, flying over, and feeding at the raceway on remaining trash not yet disposed of after the 12-Hours at Sebring race event the prior weekend. Also, sandhill cranes that recently nested in the southwest corner storm water pond of the raceway property were still present and seen each day foraging with their two chicks in and around that area north of Carol Shelby. Increased osprey movement and activity was also observed at several locations; one pair is nesting on a light pole within the racetrack (that nest has been there since this WHA was started last July), one pair appeared to be starting a nest on a light pole to the west of the terminal parking lot, and additional individuals were seen to the north around the sod farm.

The nighttime spotlight survey found 1 adult and 5 juvenile raccoons walking north near the hangars on Crosley Ln. This area will be inspected again during next months surveys to see if they are still using areas within the AOA.



NASA'S FIRST ALL-ELECTRIC AIRPLANE IS (ALMOST) READY FOR LIFTOFF

The space agency has taken one giant leap forward with the zero-emissions X-57 Maxwell.

Houston, we (nearly) have liftoff. NASA's first all-electric plane is nosing closer to completion after embarking on its next stage of rigor-

NASA created the zero-emissions aircraft to demonstrate how commuter planes could switch from traditional combustion engines to electric motors for cleaner, quieter and more sustainable air travel. To that end, the X-57 Maxwell is actually a modified Tecnam P2006T aircraft that will be fitted with 14 electric motors instead of the original two piston engines.

The two-seat vessel features a svelte, high-aspect-ratio wing—for the unversed, this simply means long and narrow—that is designed to boost efficiency by reducing drag. It sports two motors with five-foot-wide propellers on the wingtips that will be used for cruising, along with 12 high-lift motors and propellers along the leading edges of the wings to help the aircraft with take-off and landing. When not in use, this dozen folds back in to avoid additional drag.

In addition to the reduced carbon footprint, NASA anticipates that the system will be much more efficient in power consumption than traditional planes. NASA expects the X-57 will have a range of roughly 100 miles and a cruise speed of 172 mph. It will also have a maximum flight time of approximately 40 minutes.

However, NASA isn't looking to put the X-57 into production itself. Rather, it hopes that the design will inspire manufacturers to develop their own commercial versions while giving agencies like the FAA an opportunity to develop the necessary regulations for such aircraft.

This isn't NASA's first foray into the burgeoning aviation sector. In fact, the agency identified electric aircraft as the wave of the future back

in 2015 and has since rolled out an Advanced Air Mobility National Campaign to get emerging eVTOLs and urban air mobility vehicles into the national airspace system. At the same time, NASA's aeronautics researchers are currently developing new aircraft propulsion technologies to turn electric-powered flight into an everyday reality. [Read more here](#)

ous testing.

The aircraft, dubbed X-57 Maxwell after physicist James Clerk Maxwell, was first delivered to the space agency in October 2019 and recently began high-voltage functional ground testing at the Armstrong Flight Research Center in Edwards, Calif. This marks a pivotal milestone for the project as it moves from the prototype phase towards first flight.

U.S. AAM MARKET TO GENERATE \$115B ANNUALLY BY 2035

by Chad Trautvetter
March 19, 2021

A joint study from Deloitte and the Aerospace Industries Association (AIA) predicts that the U.S. advanced air mobility (AAM) market, which includes flying taxis and cargo drones, will generate sales of \$115 billion annually by 2035—equivalent to 0.5 percent of U.S. GDP. This emerging industry is

also expected to create more than 280,000 "high paying" jobs in the same time frame, accounting for approximately 8 percent of the aerospace and defense workforce, the new report adds. [Read more here](#)



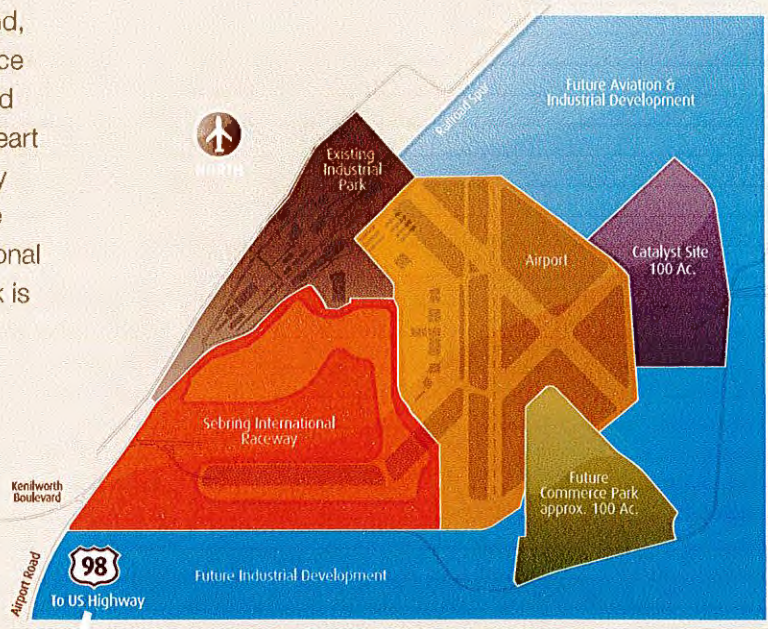


Sebring Regional Airport
 128 Authority Lane
 Sebring, Florida 33870
www.sebring-airport.com
 863.655.6444

With strategic access to major markets by land, sea and air—Sebring Regional Airport and Commerce Park offers a wide range of business advantages and incentives to support your company's future. In the heart of Central Florida, the 2,000-acre park is conveniently situated within a 150-mile radius of 85 percent of the state's population. Already home to Sebring International Raceway, a premier sports car racing facility, the park is uniquely positioned to accelerate your business.

SITE MAP

- Future Development
- Catalyst Site
- Future Commerce Park
- Existing Industrial Park
- Airport
- Sebring International Raceway



A C C E L E R A T E Y O U R B U S I N E S S ' S P O T E N T I A L

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME <i>Johnson D Craig</i>	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE <i>SAA C.R.A.</i>
MAILING ADDRESS <i>1100 Danvers Ave</i>	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:
CITY COUNTY <i>Sebring FL 33821 Highlands</i>	<input type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input checked="" type="checkbox"/> OTHER LOCAL AGENCY
DATE ON WHICH VOTE OCCURRED	NAME OF POLITICAL SUBDIVISION: <i>SAA C.R.A.</i>
	MY POSITION IS: <input type="checkbox"/> ELECTIVE <input checked="" type="checkbox"/> APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies equally to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing the reverse side and filling the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which inures to his or her special private gain or loss. Each elected or appointed local officer also is prohibited from knowingly voting on a measure which inures to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent organization or subsidiary of a corporate principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you otherwise may participate in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on other side)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Craig Johnson, hereby disclose that on April 15, 2021, 2021:

(a) A measure came or will come before my agency which (check one)

- Inured to my special private gain or loss;
- Inured to the special gain or loss of my business associate, _____;
- Inured to the special gain or loss of my relative, _____;
- Inured to the special gain or loss of _____, by whom I am retained; or
- Inured to the special gain or loss of _____, which is the parent organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

Invoices to be paid

Date Filed April 15, 2021

Signature 

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.