

**Sebring Airport Authority  
Board Meeting Agenda  
June 15, 2023**

1:30 p.m.

**Hendricks Field  
Sebring Airside Center**

**1. OPENING ITEMS**

- a) **Call to Order**
- b) **Pledge of Allegiance and Invocation**
- c) **Roll Call**
- d) **Announcements**

**Upcoming Meetings & Events**

<u>Date</u>	<u>Time</u>	<u>Meeting/Event</u>	<u>Location</u>
7/03-04/2023		4 <sup>th</sup> of July – Offices will be closed	
7/20/2023	1:30pm	SAA/CRA Board Meeting	Hendricks Field Center

**2. CONSENT AGENDA**

- a) Approve May 2023 Minutes and Invoices

**3. MISCELLANEOUS**

**4. ACTION ITEMS**

- a) FDOT Grant & Resolution– Airport Terminal Apron High Mast Lighting
- b) RFP #23-06 – Hurricane IAN Multi Bldg Repairs Award
- c) Resolution 23-06 Approving Budget Amendment S23-04

**CONTINGENT ACTION ITEMS**

- d) Florida Health Sciences Center, Inc. Leases – Bldg 22 Hangar B and West side Apartment

**5. EXECUTIVE DIRECTORS' REPORT**

**6. BOARD OF DIRECTORS' BUSINESS**

Change December Board Meeting to 12-14-23

**7. CONCERNS OF THE PUBLIC**

**8. EMERGENCY BUSINESS**

**9. 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 come in after the agenda deadline.

**SEBRING AIRPORT AUTHORITY  
BOARD MEETING  
May 18, 2023**

The Sebring Airport Authority Board of Directors held a scheduled Board Meeting on May 18, 2023, at 1:30 p.m. in person and by telephone-technology conference call. A quorum was met with the following in attendance:

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

Also

Mike Willingham	-	Executive Director
Beverly Glarner	-	Executive Assistant
Colleen Plonsky	-	Director of Finance
Bob Swaine	-	Swaine and Harris
Joann Gaskins	-	Career Source Heartland
Craig Sucich	-	Avcon
Vincent Alison	-	Avcon
Tim Rolland	-	SpringLake HOA Board Member
Eric Menger	-	Hanson, Inc.
George Klopfer	-	Rexair
Keith West	-	Rexair
Jeff King	-	HCED
Chris Campbell	-	HCBOCC

**1. OPENING ITEMS**

- A. Meeting was called to order at 1:30 p.m.
- B. The Invocation and Pledge were led by Bob Swaine.
- C. **Roll Call**  
Pete McDevitt, Carl Cool, Terrill Morris, Craig Johnson, Mark Andrews, and Stanley Wells were present for the meeting. Brent Ferns was absent.

**D. Election of Officers**

Chairman opened the floor for nominations of officers. Stanley Wells, made a motion to nominated Mark Andrews as Chairman, Pete McDevitt as Vice Chairman, and Craig

Johnson as Asst. Secretary, with a second to the motion by Pete McDevitt. The motion was passed with aye votes by Cool, Wells, Johnson, Andrews, McDevitt and Morris. Pete McDevitt made a motion to nominate Stanley Wells as Secretary with a second to the motion by Mark Andrews. The motion was passed with aye votes by Cool, Wells, Johnson, Andrews, McDevitt and Morris.

#### **E. Announcements**

### **2. CONSENT AGENDA**

#### **Approve the Consent Agenda:**

There was a motion by Craig Johnson to approve the Consent Agenda with a second by Stanley Wells. The motion was passed with aye votes by Cool, Wells, Johnson, Andrews, McDevitt and Morris.

### **3. MISCELLANEOUS**

### **4. ACTION ITEMS**

#### **A, B, C, D RFP's 23-01- 23-04 Disaster Debris Removal, Debris Monitoring, Financial Grant, Temporary Emergency Repair -Award and Contracts**

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

#### **E. Sebring Airport Authority – Board Minutes 11.17.22 Amendment**

This item was presented by Bob Swaine. There was a motion by Carl Cool to approve the item with a second by Stanley Wells. The motion was passed with aye votes by Cool, Wells, McDevitt, Johnson, Andrews, and Morris.

#### **F. Resolution 23-05 Approving Budget Amendment S23-03**

This item was presented by Colleen Plonsky. There was a motion by Craig Johnson to approve the item with a second by Carl Cool. The motion was passed with aye votes by Cool, Wells, McDevitt, Johnson, Andrews, and Morris.

#### **G. ARFF Truck Agreement**

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

### **5. DIRECTOR REPORT**

Executive Director Mike Willingham gave his report and Jason Ali updated the Board on Range activities.

Presentation by George Klopfer and Keith West with Rexair which is looking at the Airport for a Flight School and residential housing for its students.

**6. DIRECTOR'S BUSINESS**

**7. CONCERNS OF THE PUBLIC**

**8. ADJOURNMENT**

Chairman adjourned meeting at 2:30pm.



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Mike Willingham, Executive Director

6-15-23

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Approved by Board

## Invoices Paid in May 2023 Presented in June 2023 Board Meeting

DATE	SAA/FBO - PAID INVOICES	AMOUNT	DESCRIPTION
05/02/23	Coastal MRO	\$101.00	FBO: Pre-Employment Screening - M. Wahle & K. Cabrera
05/02/23	CrawfordTech Government Solutions	\$696.00	SAA: Document Remediation for 03.09.23 Special Board Meeting & 2022 SAA Final Report & Financial Statements
05/02/23	Leaf Capital Funding, LLC.	\$457.26	SAA/FBO: Lease of Copy Machines
05/02/23	Pitney Bowes Global Financial	\$100.00	SAA: Postage
05/02/23	TechHouse: Intergrated	\$357.50	SAA: General IT; Setting Up New Computers for Executive Assistant & Director of Finance
05/09/23	APTIM Environmental & Infrastructure	\$1,470.00	SAA: Professional Services for Disaster Recovery & Grant - Hurricane IAN
05/09/23	Bella Villa 31	\$2,384.00	SAA/FBO: May 2023 Cleaning of Terminal Bldg.
05/09/23	C&C Plumbing	\$321.30	SAA: Install a New Faucet and Disposal - Provided by Areomed
05/09/23	Cintas	\$118.00	SAA/FBO: Monthly Agreement for AED System
05/09/23	JDI Data	\$3,100.00	SAA: CTrax Software Annual Renewal - Tracking of Insurance Certificates
05/09/23	Petty Cash Reimbursement	\$419.30	SAA: Petty Cash Reimbursement 05.03.23
05/09/23	SWK Technologies, Inc.	\$2,500.00	SAA: SWK Support Plan for Sage 100 - Remote Technical Assistance - 06.08.23 - 06.06.24
05/16/23	Air & Electrical Services, Inc.	\$198.04	SAA: Svc Call for Aeromed Apt; A/C Not Cooling, Cleaned Evaporator Coil, Replaced Air Filter
05/16/23	Big Messages, LLC.	\$164.39	SAA/FBO: After Hours Telephone Answering Service
05/16/23	C&C Plumbing	\$315.39	SAA: Repairs to Bldg. 22 - Hangar B (Lockwood)
05/16/23	Copy Life	\$185.51	SAA/FBO: April 2023 Copies
05/16/23	Federal Express Corporation	\$114.84	SAA: Postage
05/16/23	Paul Valladares dba Paul's Plantscapes	\$270.00	SAA: April 2023 Plant Services
05/16/23	TechHouse: Intergrated	\$462.50	SAA: General IT Support; Public Records Request
05/18/23	Dustin Dennis dba DDMax	\$595.00	SAA: Detailing of Airport Vehicles
05/23/23	Griffin's Trees, Inc.	\$750.00	SAA: Fertilize Magnolias, Roebellinis and Large Sylvester's; Sprayed all Pains with Fungicide, 2 Applications 2 Weeks Apart
05/23/23	Robbins Nursery, Inc.	\$2,335.00	SAA: Remove & Replace 3 Grape Myrtles in Terminal Bldg. Parking Lot
05/23/23	RW Summers Railroad	\$882.00	SAA: Q1 2023 Track Inspection at Sebring
05/23/23	The News Sun	\$63.25	SAA: Legal AD post - Special Joint Meeting w/ HCBC & SCC on 05/09/2023
05/30/23	Aroma	\$593.04	SAA/FBO: Restroom Supplies Replenishment
05/30/23	Atkins	\$9,195.00	SAA: April 2023 Building 22 Re-Roof - RPR
05/30/23	Atkins	\$4,090.00	SAA: April 2023 Inter-local Agreement
05/30/23	Atkins	\$43,161.25	SAA: April 2023 General On-Call Service
05/30/23	Bella Villa 31	\$2,384.00	SAA/FBO: May 2023 Cleaning of Terminal Bldg.
05/30/23	Clifton Larson Allen	\$670.84	SAA: Professional Services - Lease Software Maintenance Fee GASB - March & April 2023
05/30/23	Department of Management Services	\$306.57	SAA/FBO: April 2023 Audio, Long Distance & Local Service

## Invoices Paid in May 2023 Presented in June 2023 Board Meeting

DATE	SAA/FBO - PAID INVOICES	AMOUNT	DESCRIPTION
05/30/23	Eric T. Zwyer Tax Collector	\$46.10	SAA: Registration Renewal For 2018 Chevrolet Tahoe
05/30/23	Eric T. Zwyer Tax Collector	\$46.10	SAA: Registration Renewal For 2014 Chevrolet Tahoe
05/30/23	Eric T. Zwyer Tax Collector	\$46.10	SAA: Registration Renewal For 2017 F-350
05/30/23	TechHouse: Intergrated	\$1,121.42	SAA/FBO: Recurring Monthly Fee for Software
05/30/23	TechHouse: Intergrated	\$32.50	SAA: General IT Support; Printer Problems

**TOTAL PAID INVOICES:    \$80,053.20**

## May 2023 P-Cards

Purchase Date	Vendor Name	Amount	Description
5/1/2023	RESIDENCE INN SEBRING	\$536.00	SAA: Hotel Room for RPR -Taxiway 4A Project
5/4/2023	WAWA 5370	\$69.00	SAA: Fuel for Executive Director's Ford Explorer
5/4/2023	RACEWAY 994 53609947	\$93.00	SAA: Fuel for Maintenance Truck
5/5/2023	DISH NETWORK-ONE TIME	\$132.50	FBO: Monthly Satellite Service for Pilot's Lounge - May 2023
5/5/2023	APEX OFFICE PRODUCTS INC	\$217.38	SAA: (2) 4" Binders, (2) Cases Banker Boxes for Accounting
5/6/2023	Amazon.com 2M7CW1J13	\$42.69	SAA: (3) 12pk of 5x8 Note Pads for Executive Office Meetings
5/6/2023	AMZN Mktp US EQ0VS1DT3	\$76.45	SAA: Mouse Pads (2), Desk Organizers (2) for Accounting
5/6/2023	AMZN Mktp US MG3WO0OB3	\$47.98	SAA: 50 Report Covers For Executive Office Meetings
5/8/2023	WING AERO PRODUCTS	\$125.26	FBO: Products for Resale to FBO Customers
5/8/2023	RESIDENCE INN SEBRING	\$636.00	SAA: Hotel Room for RPR - Taxiway 4A Project
5/8/2023	SUNPASS ACC120972849	\$7.77	SAA: Out-of-Town Tolls Paid
5/8/2023	WCI SEBRING HAULING	\$747.93	SAA/FBO: Monthly Waste Collection - May 2023
5/8/2023	ALLEN ENTERPRISES INC	\$1,187.50	SAA: Airfield Lighting Parts
5/8/2023	IN EBRIDGE, INC	\$175.00	SAA: Monthly Fee for Record Retention
5/9/2023	ADOBE ACROPRO SUBS	\$215.91	SAA: Monthly Subscriptions - All Staff
5/11/2023	APEX OFFICE PRODUCTS INC	\$55.55	FBO: 60 Gallon Trash Bags
5/12/2023	COWPOKESS WATERING HOLE	\$53.31	SAA: Ex. Director Lunch with Prospect
5/12/2023	VERIZONWRLSS RTCCR VB	\$1,522.54	SAA/FBO: Monthly Cell Service April 2023
5/13/2023	TRTAX&ACTGPROFESSIONAL	\$176.40	SAA: Monthly Subscription Fixed Asset Software
5/15/2023	WING AERO PRODUCTS	\$6.75	FBO: Products for Resale to FBO Customers
5/15/2023	SUNPASS ACC121158406	\$5.68	SAA: Out-of-Town Tolls Paid
5/16/2023	CIRCLE K 07515	\$52.00	FBO: Fuel for 2023 Courtesy Car - Ford Explorer
5/17/2023	WAWA 5370	\$22.00	FBO: Fuel for 2014 Chevy Tahoe
5/17/2023	WAWA 5370	\$28.00	FBO: Fuel For FBO Courtesy Vehicle
5/17/2023	AARONS CARTS PLUS IN	\$59.85	FBO: Three Starter Generator Belts for FBO Golf Carts
5/18/2023	WAWA 5370	\$51.00	FBO: Fuel for 2014 Chevy Tahoe
5/18/2023	AARONS CARTS PLUS IN	\$239.83	FBO: Front Spring Replacement on Golf Cart #3
5/18/2023	RESIDENCE INN SEBRING	\$159.00	SAA: Hotel Room for RPR - Taxiway 4A Project
5/19/2023	AVIATION LABORATORIES IN	\$75.00	FBO: FSII for Jet - A Fuel Sales
5/19/2023	AVIATION LABORATORIES IN	\$835.00	FBO: FSII for Jet - A Fuel Sales
5/19/2023	AMZN Mktp US I412K85G3	\$25.26	FBO: Sunscreen and Cooling Towels for FBO Linemen
5/19/2023	RESIDENCE INN SEBRING	\$477.00	SAA: Hotel Room for RPR - Taxiway 4A Project
5/19/2023	AMZN MKTP US VP4XC4CY3 AM	\$124.94	FBO: New FBO Uniforms Items (Shirts & Cardigans)
5/21/2023	AMZN MKTP US I19QN8FG3 AM	\$31.99	FBO: New FBO Uniforms Items (Cardigans)
5/22/2023	RESIDENCE INN SEBRING	\$636.00	SAA: Hotel Room for RPR - Taxiway 4A Project
5/22/2023	LOOPNET INC	\$128.50	SAA: Online SAA Realty Listing Company
5/22/2023	SAGE SOFTWARE INC	\$3,942.00	SAA: Annual Renewal Accounting Software Service Agreement



## May 2023 P-Cards

Purchase Date	Vendor Name	Amount	Description
5/23/2023	WAL-MART #0666	\$39.39	FBO: Mason Jars for Fuel Quality Assurance; Water Dispenser and Stand for Refreshment Area
5/23/2023	WAWA 5370	\$76.50	SAA: Fuel for Maintenance Truck
5/23/2023	ALAN JAY FORD LINCOLN	\$76.24	SAA: Oil Change and Tire Rotation on Executive Director Ford Explorer
5/24/2023	THE HOME DEPOT #6340	\$74.94	FBO: Paper Towel - Terminal Building
5/24/2023	WAL-MART #0666	\$84.68	FBO: Gatorade Powder Mix for Customers and Staff
5/25/2023	AMZN MKTP US BG8UI2PG3 AM	\$31.99	FBO: New FBO Uniforms Items (Cardigans)
5/26/2023	AMZN MKTP US A05ZP0WB3 AM	\$31.99	FBO: New FBO Uniforms Items (Cardigans)
5/26/2023	NAPA AUTO PARTS SEBRING	\$87.41	FBO: Replacement Air Filter, Regulator, and Lubricator for Jet-A Fuel Truck
5/28/2023	AMZN Mktp US NE4NJ4KE3	\$156.93	FBO: New FBO Uniforms Shirts for CSRs; Drying Mats for Refreshment Area
5/30/2023	ALLEN ENTERPRISES INC	\$365.20	SAA: Reil Lights for Runway
5/31/2023	WAWA 5370	\$84.00	SAA: Fuel for Maintenance Truck
5/31/2023	APEX OFFICE PRODUCTS INC	\$144.96	SAA: Copy Paper (3) Cases, Correction Tape
6/1/2023	AMZN Mktp US	(\$18.99)	FBO: Return of Drying Mats for Refreshment Area
6/1/2023	AMZN MKTP US AMZN.COM/BIL	(\$110.95)	FBO: Return of New FBO Uniforms Items (Shirts & Cardigans)
6/1/2023	NIC FDEP PAYMENT SYS	\$125.00	FBO: Storage Tank Placards Purchased for KSEF & APBR
6/1/2023	WWW.NATA.AERO	\$600.00	FBO: Training for Lead CSR - FBO Success and Management Registration
<b>Total Due:</b>		<b>\$14,847.26</b>	

**Accounts Payable Aged Invoice Report**  
**Open Invoices - Aged by Invoice Date - As of 6/7/2023**  
**Sebring Airport Authority (SAA)**

Vendor Number/ Invoice Number	Invoice Date	Due Date	Invoice Balance	Current	30 Days	60 Days	90 Days	120 Days	
A&ESERV Air & Electrical Services, Inc									
1592-540399	5/31/2023	6/30/2023	183.17	183.17	0.00	0.00	0.00	0.00	SAA: Terminal Bldg. Irrigation Pump Surge Protector Replaced
<b>Vendor A&amp;ESERV Totals:</b>			<b>183.17</b>	<b>183.17</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	
ALLIED Universal Protection Service, LLC									
14349570	5/31/2023	6/30/2023	13,278.85	13,278.85	0.00	0.00	0.00	0.00	SAA: May 2023 Security Service
<b>Vendor ALLIED Totals:</b>			<b>13,278.85</b>	<b>13,278.85</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	
APTIM APTIM Environmental & Infrastructure, LLC									
595538	5/28/2023	6/27/2023	2,035.00	2,035.00	0.00	0.00	0.00	0.00	SAA: Professional Services For Disaster Recovery & Grant - Hurricane IAN
<b>Vendor APTIM Totals:</b>			<b>2,035.00</b>	<b>2,035.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	
ATKINS Atkins North America, Inc.									
1995731	5/31/2023	6/30/2023	16,122.49	16,122.49	0.00	0.00	0.00	0.00	SAA: May 2023 General On-Call Services
1995731-ADI	5/31/2023	6/30/2023	16,856.25	16,856.25	0.00	0.00	0.00	0.00	SAA: May 2023 Land Acq 2 - Grant Reimbursement (Airfield Drainage)
1995731-BR	5/31/2023	6/30/2023	6,175.00	6,175.00	0.00	0.00	0.00	0.00	SAA: May 2023 Building 22 Re-Roof
1995731-CC	5/31/2023	6/30/2023	7,795.00	7,795.00	0.00	0.00	0.00	0.00	SAA: May 2023 Land Acq 2 - Grant Reimbursement (Canal Clearing)
1995731-HT	5/31/2023	6/30/2023	955.00	955.00	0.00	0.00	0.00	0.00	SAA: May 2023 Haywood Taylor Rehabilitation Project
<b>Vendor ATKINS Totals:</b>			<b>47,903.74</b>	<b>47,903.74</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	
AVCON Avcon, Inc.									
124807	5/31/2023	6/30/2023	9,800.50	9,800.50	0.00	0.00	0.00	0.00	SAA: May 2023 General On-Call Services
124809 TAXIWAY	5/31/2023	6/30/2023	79,489.97	79,489.97	0.00	0.00	0.00	0.00	SAA: April 2023 - May 2023 SEF Taxiway A4 Construction - Grant Reimbursed
<b>Vendor AVCON Totals:</b>			<b>89,290.47</b>	<b>89,290.47</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	
BECKER Becker & Poliakoff, P.A.									
5076854	5/31/2023	6/30/2023	90.00	90.00	0.00	0.00	0.00	0.00	SAA: General Construction Issues; Haywood Taylor Reconstruction
<b>Vendor BECKER Totals:</b>			<b>90.00</b>	<b>90.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	
CINTAS Cintas									
4157291399	6/1/2023	7/1/2023	546.77	546.77	0.00	0.00	0.00	0.00	SAA/FBO: Bi - Weekly Svc; Mats, Air Fresheners, Soap/GermX, and Uniforms for the FBO
<b>Vendor CINTAS Totals:</b>			<b>546.77</b>	<b>546.77</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	
JACKS Jack's Lawn Service									
2276 JUNE 2023	6/1/2023	7/1/2023	8,325.00	8,325.00	0.00	0.00	0.00	0.00	SAA: June 2023 Lawn & Landscape Care
<b>Vendor JACKS Totals:</b>			<b>8,325.00</b>	<b>8,325.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	
SHUTTS Shutts & Bowen, LLP									
1773314	5/31/2023	6/30/2023	1,350.00	1,350.00	0.00	0.00	0.00	0.00	SAA: May 2023 Haywood Taylor Rehabilitation
<b>Vendor SWAINE Totals:</b>			<b>1,350.00</b>	<b>1,350.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	
SWAINE Swaine, Harris & Wohl, P.A.									
10234	5/31/2023	6/30/2023	8,118.00	8,118.00	0.00	0.00	0.00	0.00	SAA: May 2023 General On-Call Services

**Accounts Payable Aged Invoice Report**  
**Open Invoices - Aged by Invoice Date - As of 6/7/2023**  
**Sebring Airport Authority (SAA)**

Vendor Number/ Invoice Number	Invoice Date	Due Date	Invoice Balance	Current	30 Days	60 Days	90 Days	120 Days	
10236	5/31/2023	6/30/2023	578.75	578.75	0.00	0.00	0.00	0.00	SAA: Eviction Legal Services - Deersky, LLC.
<b>Vendor SWAINE Totals:</b>			<u>8,696.75</u>	<u>8,696.75</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
TWCSEV TWC Services									
7039647-1	5/26/2023	6/25/2023	411.50	411.50	0.00	0.00	0.00	0.00	SAA: Service Call for Ice Machine
<b>Vendor TWCSEV Totals:</b>			<u>411.50</u>	<u>411.50</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
<b>Report Totals:</b>			<u>172,111.25</u>	<u>172,111.25</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 6/07/2023**  
**Sebring Airport Authority (FBO)**

<b>Vendor/ Invoice Number</b>	<b>Invoice Date</b>	<b>Due Date</b>	<b>Invoice Balance</b>	<b>Current</b>	<b>30 Days</b>	<b>60 Days</b>	<b>90 Days</b>	<b>120 Days</b>	
ASCENT Ascent Aviation Group									
930932	5/2/2023	6/16/2023	23,551.88	0.00	23,551.88	0.00	0.00	0.00	FBO: Jet - A Fuel at KSEF
930935	5/5/2023	6/19/2023	18,074.39	0.00	18,074.39	0.00	0.00	0.00	FBO: Jet - A Fuel at APBR
936007	5/31/2023	6/12/2023	23,009.84	23,009.84	0.00	0.00	0.00	0.00	FBO: Jet - A Fuel at KSEF
S040499	6/1/2023	6/21/2023	297.50	297.50	0.00	0.00	0.00	0.00	FBO: TFBO Software - 5 Users
M290560	6/1/2023	6/11/2023	46.00	46.00	0.00	0.00	0.00	0.00	FBO: Ingenico Desk 3500 W/ Pin Pad; CC Warranty & Communications Fee
<b>Vendor ASCENT Totals:</b>			<u>64,979.61</u>	<u>23,353.34</u>	<u>41,626.27</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
<b>Report Totals:</b>			<u>64,979.61</u>	<u>23,353.34</u>	<u>41,626.27</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	

**SEBRING AIRPORT AUTHORITY  
AGENDA ITEM SUMMARY**

**MEETING DATE:** June 15, 2023

**PRESENTER:** Mike Willingham

**AGENDA ITEM:** Apron High Mast Lighting – Grant \$300,000

**BACKGROUND:** There is currently very little area lighting on the SEF Terminal Apron. Flood lights on some of the airside buildings provide a limited amount of coverage. To improve the security and safety on the apron, and along the adjacent AOA fence and gates, SEF is proposing the installation of high mast lighting along the western edge of the Terminal Apron.

The project will entail the design, bidding, and construction of High Mast Lighting, which will include 50’ tall poles with LED lighting fixtures, electrical service, and associated infrastructure.

The current estimated construction cost for the project scope, design assumptions, and limits of work described above is \$250,000.

Staff recommends execution of FDOT Grant for this project.

**REQUESTED MOTION:** Move to approve grant as presented and authorize the Chairman or Vice Chairman and Secretary or Assistant Secretary to execute the same.

**Board Action:**

Approved	X
Denied	_____
Tabled	_____



High Mast Light Assembly  
(50' Pole)

Electrical Service -  
Transformer yard



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Financial Project Number(s): (item-segment-phase-sequence) 453087-1-94-01	Fund(s): Work Activity Code/Function: 215 Federal Number/Federal Award Identification Number (FAIN) – Transit only: N/A Federal Award Date: N/A Agency SAM/UEI Number:	DPTO	FLAIR Category: 088719 Object Code: 751000 Org. Code: 55012020129 Vendor Number: VF591173009002
Contract Number:			
CFDA Number: N/A			
CFDA Title: N/A			
CSFA Number: 55.004			
CSFA Title: Aviation Grant Program			

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into \_\_\_\_\_, by and between the State of Florida, Department of Transportation, ("Department"), and Sebring Airport Authority, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.
- 2. Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in SEBRING REGIONAL AIRPORT TERMINAL APRON HIGH MAST LIGHTING, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
- 3. Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- Aviation**
- Seaports**
- Transit**
- Intermodal**
- Rail Crossing Closure**
- Match to Direct Federal Funding (Aviation or Transit)**
- (Note: Section 15 and Exhibit G do not apply to federally matched funding)
- Other**

- 4. Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

- Exhibit A: Project Description and Responsibilities
- Exhibit B: Schedule of Financial Assistance
  - \*Exhibit B1: Deferred Reimbursement Financial Provisions
  - \*Exhibit B2: Advance Payment Financial Provisions
  - \*Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
- \*Exhibit C: Terms and Conditions of Construction
- Exhibit D: Agency Resolution
- Exhibit E: Program Specific Terms and Conditions
- Exhibit F: Contract Payment Requirements
- \*Exhibit G: Audit Requirements for Awards of State Financial Assistance

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- \*Exhibit H: Audit Requirements for Awards of Federal Financial Assistance  
 \*Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor  
 \*Additional Exhibit(s):

\*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. **Time.** Unless specified otherwise, all references to “days” within this Agreement refer to calendar days.
6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through June 30, 2025. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.
- a.  If this box is checked the following provision applies:
- Unless terminated earlier, work on the Project shall commence no later than the  day of , or within  days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.
7. **Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.
8. **Termination or Suspension of Project.** The Department may, by written notice to the Agency, suspend any or all of the Department’s obligations under this Agreement for the Agency’s failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.
- a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department’s maximum financial assistance. If any portion of the Project is located on the Department’s right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
- d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.



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**9. Project Cost:**

- a. The estimated total cost of the Project is \$300,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$300,000 and, the Department's participation in the Project shall not exceed 100.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

**10. Compensation and Payment:**

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:
  - Travel expenses are NOT eligible for reimbursement under this Agreement.
  - Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061,

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Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

- f. Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.
- g. Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.
- If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
- A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
- h. Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- j. Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department

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may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

- k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. **Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:
- "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."
- o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for

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not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities**.

11. **General Requirements.** The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.
- a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.
  - b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
  - c. **Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:
    - i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or
    - ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
  - d.  If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
  - e.  If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
    - i.  Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
    - ii.  Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
    - iii.  Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
  - f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

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- g. Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

**12. Contracts of the Agency:**

- a. Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

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**13. Maintenance Obligations.** In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

**14. Sale, Transfer, or Disposal of Department-funded Property:**

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
  - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
  - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
  - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
  - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
  - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
  - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

**15. Single Audit.** The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

**Federal Funded:**

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided

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through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
- i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “H”, Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
  - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
  - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).
  - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/taoweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
  - v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and

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management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
  2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
  3. Wholly or partly suspend or terminate the Federal award;
  4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
  5. Withhold further Federal awards for the Project or program;
  6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24  
 605 Suwannee Street  
 Tallahassee, Florida 32399-0450  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

**State Funded:**

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:
  - i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and



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Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation  
 Office of Comptroller, MS 24  
 605 Suwannee Street  
 Tallahassee, Florida 32399-0405  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

And

State of Florida Auditor General  
 Local Government Audits/342  
 111 West Madison Street, Room 401  
 Tallahassee, FL 32399-1450  
 Email: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or

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10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

**16. Notices and Approvals.** Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

**17. Restrictions, Prohibitions, Controls and Labor Provisions:**

- a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

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- d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency shall:
  - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
  - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. **Executive Order 20-44.** Pursuant to Governor's Executive Order 20-44, if the Agency is required by the Internal Revenue Code to file IRS Form 990 and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Recipient shall submit an Annual Report to the Department, including the most recent IRS Form 990, detailing the total compensation for each member of the Agency executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Agency shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Agency. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at [fdotsingleaudit@dot.state.fl.us](mailto:fdotsingleaudit@dot.state.fl.us) within 180 days following the end of each tax year of the Agency receiving Department funding.
- i. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

**18. Indemnification and Insurance:**

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any

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subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the

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coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

**19. Miscellaneous:**

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

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- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).
- i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY Sebring Airport Authority

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: [Signature]

By: \_\_\_\_\_

Name: Mike Willingham

Name: John M. Kubler, P.E.

Title: Executive Director

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION  
Legal Review:

Don Conway, Senior Attorney (as to legality and form)

DS  
[Signature]

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**EXHIBIT A**

**Project Description and Responsibilities**

**A. Project Description** (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): **SEBRING REGIONAL AIRPORT TERMINAL APRON HIGH MAST LIGHTING**

**B. Project Location** (limits, city, county, map): Sebring Regional Airport/Sebring, FL/Highlands

**C. Project Scope** (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, survey costs, construction inspection and material testing costs, mobilization and demobilization, maintenance of traffic, demolition, trenching and backfilling, high-mast lights, cables, conduits, lightning protection, structural concrete, required vault equipment modifications, pavement repairs, fencing relocation, and sodding, including all materials, equipment, labor, and incidentals required to complete the work. The Sponsor will comply with Aviation Program Assurances.

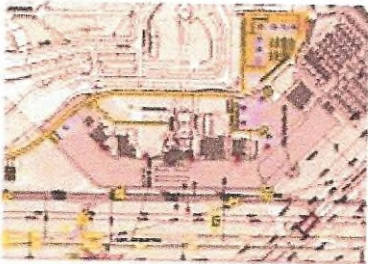
**D. Deliverable(s)**: Sebring Regional Airport Terminal Apron High Mast Lighting

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

**E. Unallowable Costs** (including but not limited to):

**F. Transit Operating Grant Requirements (Transit Only):**

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.





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**EXHIBIT B**

**Schedule of Financial Assistance**

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

**A. Fund Type and Fiscal Year:**

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
453087-1-94-01	DPTO	088719	2023	751000	55.004	Aviation Grant Program	\$300,000.00
<b>Total Financial Assistance</b>							\$300,000.00

**B. Estimate of Project Costs by Grant Phase:**

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$300,000.00	\$0.00	\$0.00	\$300,000.00	100.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
<b>Totals</b>	<b>\$300,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$300,000.00</b>			

\*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

Scope Code and/or Activity Line Item (ALI) (Transit Only)

**BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:**

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Dawn Gallon, CPM, FCCM

Department, Grant Manager Name

*Dawn Gallon*

05/26/2023 | 8:21 AM EDT

Signature

Date

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**EXHIBIT C**

**TERMS AND CONDITIONS OF CONSTRUCTION**

**1. Design and Construction Standards and Required Approvals.**

- a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.
- b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Dawn Gallon, CPM, FCCM (email: dawn.gallon@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.
- c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.
- d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).
- e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.
- f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

**2. Construction on the Department's Right of Way.** If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:

- a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.

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- b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.
- c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRF Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.
- d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is \_\_\_.
- e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

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estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

- i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.
- k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.
- m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense,

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without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

- q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.
- r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation):
- u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contact info:

**Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)**

- 3. **Engineer's Certification of Compliance.** The Agency shall complete and submit and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

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**ENGINEER'S CERTIFICATION OF COMPLIANCE**

PUBLIC TRANSPORTATION GRANT AGREEMENT  
BETWEEN  
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION  
and \_\_\_\_\_

PROJECT DESCRIPTION: \_\_\_\_\_

DEPARTMENT CONTRACT NO.: \_\_\_\_\_

FINANCIAL MANAGEMENT NO.: \_\_\_\_\_

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans for construction on the Department's Right of Way certified by the Engineer of Record/CEI.

By: \_\_\_\_\_, P.E.

SEAL:

Name: \_\_\_\_\_

Date: \_\_\_\_\_

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**EXHIBIT D**

**AGENCY RESOLUTION**

***PLEASE SEE ATTACHED***

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**EXHIBIT E**

**PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION  
AVIATION PROGRAM ASSURANCES**

**A. General.**

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.
2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit "A", Project Description and Responsibilities**, and **Exhibit "B", Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.
3. The Agency shall comply with the assurances as specified in this Agreement.
4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.
5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.
6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.
7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.
8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.
9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.
10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

**B. Agency Compliance Certification.**

1. **General Certification.** The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):
  - a. **Florida Statutes (F.S.)**
    - Chapter 163, F.S., Intergovernmental Programs
    - Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
    - Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
    - Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
    - Chapter 332, F.S., Airports and Other Air Navigation Facilities
    - Chapter 333, F.S., Airport Zoning



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- b. Florida Administrative Code (FAC)**
- Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
  - Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
  - Section 62-256.300, FAC, Open Burning, Prohibitions
  - Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety
- c. Local Government Requirements**
- Airport Zoning Ordinance
  - Local Comprehensive Plan
- d. Department Requirements**
- Eight Steps of Building a New Airport
  - Florida Airport Revenue Use Guide
  - Florida Aviation Project Handbook
  - Guidebook for Airport Master Planning
  - Airport Compatible Land Use Guidebook
- 2. Construction Certification.** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:
- a. Federal Requirements**
- FAA AC 70/7460-1, Obstruction Marking and Lighting
  - FAA AC 150/5300-13, Airport Design
  - FAA AC 150/5370-2, Operational Safety on Airports During Construction
  - FAA AC 150/5370-10, Standards for Specifying Construction of Airports
- b. Local Government Requirements**
- Local Building Codes
  - Local Zoning Codes
- c. Department Requirements**
- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
  - Manual on Uniform Traffic Control Devices
  - Section 14-60.007, FAC, Airfield Standards for Licensed Airports
  - Standard Specifications for Construction of General Aviation Airports
  - Design Guidelines & Minimum Standard Requirements for T-Hangar Projects
- 3. Land Acquisition Certification.** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:
- a. Federal Requirements**
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
  - National Environmental Policy of 1969
  - FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
  - FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects
- b. Florida Requirements**
- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
  - Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
  - Section 286.23, F.S., Public Business: Miscellaneous Provisions

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**C. Agency Authority.**

1. **Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.
2. **Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

**D. Agency Responsibilities.** The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

**1. Accounting System.**

- a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.
- b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.
- c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

**2. Good Title.**

- a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.
- b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

**3. Preserving Rights and Powers.**

- a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
- b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

**4. Hazard Removal and Mitigation.**

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- a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
- b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

**5. Airport Compatible Land Use.**

- a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.
- b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.
- c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

**6. Consistency with Local Government Plans.**

- a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.
- b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.
- c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

**7. Consistency with Airport Master Plan and Airport Layout Plan.**

- a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.
- b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:
  - 1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
  - 2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
  - 3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

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- c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.
- d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

**8. Airport Financial Plan.**

- a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:
  - 1) The Airport financial plan will be a part of the Airport Master Plan.
  - 2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
  - 3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.
- b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

- 9. Airport Revenue.** The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

**10. Fee and Rental Structure.**

- a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.
- b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

**11. Public-Private Partnership for Aeronautical Uses.**

- a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.
- b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

**12. Economic Nondiscrimination.**

- a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.
  - 1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

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2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

**13. Air and Water Quality Standards.** The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

**14. Operations and Maintenance.**

a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.

1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.

2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.

3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.

b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

**15. Federal Funding Eligibility.**

a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.

b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

**16. Project Implementation.**

a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.

b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.

c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

**17. Exclusive Rights.** The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

**18. Airfield Access.**

a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency

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equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

- b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

**19. Retention of Rights and Interests.** The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or avigation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

**20. Consultant, Contractor, Scope, and Costs.**

- a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.
- b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

**21. Planning Projects.** For all planning projects or other aviation studies, the Agency assures that it will:

- a. Execute the project per the approved project narrative or with approved modifications.
- b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.
- c. Make such project materials available for public review, unless exempt from public disclosure.
  - 1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
  - 2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.
- d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.
- e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:
  - 1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
  - 2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
  - 3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

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- f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.
- g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

**22. Land Acquisition Projects.** For the purchase of real property, the Agency assures that it will:

- a. **Laws.** Acquire the land in accordance with federal and/or state laws governing such action.
- b. **Administration.** Maintain direct control of Project administration, including:
  - 1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
  - 2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
  - 3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
  - 4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
  - 5) Establish a Project account for the purchase of the land.
  - 6) Collect and disburse federal, state, and local project funds.
- c. **Reimbursable Funds.** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:
  - 1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
  - 2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
  - 3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
  - 4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.
- d. **New Airport.** If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:
  - 1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
  - 2) Complete an Airport Master Plan within two years of land purchase.
  - 3) Complete airport construction for basic operation within 10 years of land purchase.
- e. **Use of Land.** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.
- f. **Disposal of Land.** For the disposal of real property the Agency assures that it will comply with the following:
  - 1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION**  
**GRANT AGREEMENT EXHIBITS**

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STRATEGIC  
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OGC 4/25/2023

- 2) Land will be considered to be needed for airport purposes under this assurance if:
  - a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
  - b) Revenue from uses of such land contributes to airport financial self-sufficiency.
- 3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
- 4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

**23. Construction Projects.** The Agency assures that it will:

**a. Project Certifications.** Certify Project compliances, including:

- 1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
- 2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
- 3) Completed construction complies with all applicable local building codes.
- 4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

**b. Design Development.** For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:

- 1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
- 2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
- 3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
- 4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

**c. Inspection and Approval.** The Agency assures that:

- 1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
- 2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
- 3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

**d. Pavement Preventive Maintenance.** The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
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**24. Noise Mitigation Projects.** The Agency assures that it will:

- a. **Government Agreements.** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.
  - 1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
  - 2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.
  
- b. **Private Agreements.** For noise compatibility projects on privately owned property:
  - 1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
  - 2) The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

**- End of Exhibit E -**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION**  
**GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
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**EXHIBIT F**

**Contract Payment Requirements**  
**Florida Department of Financial Services, Reference Guide for State Expenditures**  
***Cost Reimbursement Contracts***

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

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**EXHIBIT G**

**AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE**

**THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:-~**

**Awarding Agency:** Florida Department of Transportation  
**State Project Title:** Aviation Grant Program  
**CSFA Number:** 55.004  
**\*Award Amount:** \$300,000

\*The award amount may change with amendments

Specific project information for CSFA Number 55.004 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:**

State Project Compliance Requirements for CSFA Number 55.004 are provided at:  
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

**SEBRING AIRPORT AUTHORITY  
AGENDA ITEM SUMMARY**

**MEETING DATE:** June 15, 2023

**PRESENTER:** Mike Willingham

**AGENDA ITEM:** RFP #23-05 Hurricane IAN Award

**BACKGROUND:** Staff advertised RFP 23-05 Hurricane IAN Multi Bldg Repair on April 4, 2023. Four (4) proposals were received and all proposers fulfilled the RFP requirements. Avcon evaluated the proposals and deemed Clyde Johnson Contracting and Roofing to be the most responsive and responsible low proposer. Staff recommends selecting Clyde Johnson Contracting and Roofing's base bid and additive alternate 1 and directing staff to prepare contract.

**REQUESTED MOTION:** Move to approve award as presented.

**Board Action:**

Approved	X _____
Denied	_____
Tabled	_____



June 1, 2023

Mr. Mike Willingham, Executive Director  
Sebring Regional Airport  
128 Authority Lane  
Sebring, FL 33870

**Re: Recommendation to Award  
Sebring Regional Airport (SEF)  
Hurricane Ian Multi-Building Repair  
Bid No. 23-05**

Dear Mr. Willingham:

The bid opening for the SEF Taxiway A4 Realignment project was conducted on May 18, 2023, at 2:00pm. A total of four (4) bids were received, which reflects good contractor interest in the project. The bids received were as follows:

	<b>Base Bid</b>	<b>Add Alt 1</b>	<b>Total Bid</b> (Base Bid – Pay Item 4 + AA1)
Clyde Johnson Contracting and Roofing	\$499,725.00	\$330,275.00	\$830,000.00
L Cobb Construction, Inc.	\$652,647.13	\$424,151.62	\$1,021,008.91
E. O. Koch Construction Co.	\$1,003,086.00	\$280,824.00	\$1,249,750.00
Close Construction Services	\$885,000.00	\$620,000.00	\$1,465,000.00
Engineer's Estimate	\$550,000.00	\$300,000.00	\$770,000.00

The apparent low bidder is Clyde Johnson Contracting and Roofing (Clyde) with a Total Bid amount of \$830,000 which is 7.2% higher than the Engineer's Estimate. A complete listing of all quantities and unit prices is provided in the attached Bid Tabulation.

Clyde's proposal included acknowledgement of Addendums 1-3, a cashier's check for the 5% bid bond, as well as the other required documentation. One discrepancy was found related to their Bid Form (Section B1-5). It was noted that Clyde allocated \$0.00 for Bid Form Item #4 "Building 727 Repairs." Since Additive Alternate 1 (AA-1) is intended to completely replace Base Bid Pay Item #4, this discrepancy can be waived provided that Add Alternate 1 is awarded.

Mr. Mike Willingham  
Sebring Regional Airport  
Recommendation to Award  
Sebring Regional Airport (SEF) - Hurricane Ian Multi-Building Repair  
May 24, 2023  
Page 2 of 2

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Notwithstanding the Authority's Legal Counsel review, AVCON recommends award of the contract to **Clyde Johnson Contracting and Roofing** for the Base Bid (after removing Pay Item 4) and Add Alternate 1 in the amount of **\$830,000.00 (Eight Hundred Thirty Thousand Dollars and 00/100)**, subject to the availability of funding.

We stand ready to assist the Authority in the implementation of this project. Should you have any questions or require additional information, please do not hesitate to call.

Sincerely,

**AVCON, INC.**

A handwritten signature in purple ink, appearing to read "Craig Sucich".

Craig Sucich, PE  
Vice President – Aviation

Enclosure: Bid Tabulation



**SEBRING AVIATION AUTHORITY**  
**SEBRING REGIONAL AIRPORT**  
**HURRICANE IAN MULTI-BUILDING REPAIR**  
**CONTRACT #23-05**  
**BID TABULATION**

BASE BID					ENGINEER'S ESTIMATE		CLYDE JOHNSON CONTRACTING & ROOFING		L COBB CONSTRUCTION, INC.		EO KOCH CONSTRUCTION CO.		CLOSE CONSTRUCTION SERVICES	
INDEX	PAY ITEM	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	1	Buildings 99-103 & 105-108 (T-Hanger) Repairs	LS	1	\$80,000.00	\$80,000.00	\$37,800.00	\$37,800.00	\$136,381.44	\$136,381.44	\$560,707.00	\$560,707.00	\$100,000.00	\$100,000.00
2	2	Building 80 Repairs	LS	1	\$20,000.00	\$20,000.00	\$18,200.00	\$18,200.00	\$26,398.74	\$26,398.74	\$27,600.00	\$27,600.00	\$35,000.00	\$35,000.00
3	3	Building 917-918 Repairs	LS	1	\$40,000.00	\$40,000.00	\$48,888.00	\$48,888.00	\$58,326.52	\$58,326.52	\$59,375.00	\$59,375.00	\$55,000.00	\$55,000.00
4	4	Building 727 Repairs	LS	1	\$80,000.00	\$80,000.00		\$0.00	\$55,789.84	\$55,789.84	\$34,160.00	\$34,160.00	\$40,000.00	\$40,000.00
5	5	Building 735 Roof Replacement	LS	1	\$330,000.00	\$330,000.00	\$394,837.00	\$394,837.00	\$375,750.59	\$375,750.59	\$321,244.00	\$321,244.00	\$855,000.00	\$855,000.00
<b>TOTAL BASED BID</b>					<b>\$550,000.00</b>			<b>\$499,725.00</b>		<b>\$652,647.13</b>		<b>\$1,003,086.00</b>		<b>\$885,000.00</b>

ADDITIVE ALTERNATE 1					ENGINEER'S ESTIMATE		CLYDE JOHNSON CONTRACTING & ROOFING		L COBB CONSTRUCTION, INC.		EO KOCH CONSTRUCTION CO.		CLOSE CONSTRUCTION SERVICES	
INDEX	PAY ITEM	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
AA-1	AA-1	Building 727 Roof Replacement	LS	1	\$300,000.00	\$300,000.00	\$330,275.00	\$330,275.00	\$424,151.62	\$424,151.62	\$280,824.00	\$280,824.00	\$620,000.00	\$620,000.00
					<b>\$300,000.00</b>		<b>\$330,275.00</b>		<b>\$424,151.62</b>		<b>\$280,824.00</b>		<b>\$620,000.00</b>	

<b>TOTAL BID (BASE BID - Pay Item 4 + AA1)</b>					<b>\$770,000.00</b>		<b>\$830,000.00</b>		<b>\$1,021,008.91</b>		<b>\$1,249,750.00</b>		<b>\$1,465,000.00</b>	
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**RESOLUTION SAA 23-06**

**A RESOLUTION OF THE SEBRING AIRPORT  
AUTHORITY TO APPROVE AMENDMENT S23-04 TO  
THE 2022-2023 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 2022-2023 Budget Amendment S23-04 as presented.

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

**PASSED AND ADOPTED** this 15th day of June 2023.



**SEBRING AIRPORT AUTHORITY**

By: \_\_\_\_\_

Mike Willingham, Ex. Director



**SEBRING AIRPORT AUTHORITY**  
**BUDGET AMENDMENT# S23-04**  
**EFFECTIVE ACCOUNTING PERIOD: April 2023**

6/15/2023

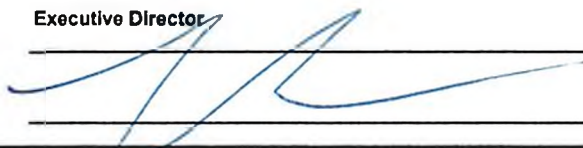
SUBMITTED BY: Colleen Plonsky  
 SIGNED BY:

REVENUE CENTER	ACCOUNT	ACCOUNT NAME	PRIOR BUDGET AS OF 10/01/2022	INCREASE	DECREASE	REVISED BUDGET	Reason:
SAA	361-190-SAA	INTEREST INCOME SAA	\$ 500.00	\$ 500.00	\$ -	\$ 1,000.00	BUDGET UNDERSTATED
SAA	366-999-SAA	CONTRIBUTIONS	\$ -	\$ 27,956.00	\$ -	\$ 27,956.00	FROM US SPORT AVIATION NOT BUDGETED
			\$ -	\$ -	\$ -	\$ -	
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<b>Total Revenue Increase/Decrease</b>			\$ 500.00	\$ 28,456.00		\$ 28,956.00	
<b>COST CENTER (expenses)</b>							
SAA	512-050-SAA	SAA LICENSES AND PERMITS	\$ 1,000.00	\$ 2,000.00		\$ 3,000.00	BUDGET UNDERSTATED
			\$ -	\$ -		\$ -	BUDGET UNDERSTATED
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<b>Total Expenses Increase/Decrease</b>			\$ 1,000.00	\$ 2,000.00		\$ 3,000.00	
<b>Capital Expenditures Adjustments</b>							
			Prior Month Budgeted Operating Reserve	Current Month Revenue - Inc/(Dec)	Current Month Expense - Inc/(Dec)	Revised Budgeted Operating Reserve	
			\$548,338.00	\$ 28,456.00	\$ 2,000.00	\$574,794.00	

REQUEST #: S23-04

BOARD APPROVAL:

TRANSFER TYPE:  
 ITEM TO ITEM  
 OPERATING RESERVE  
 BY RESOLUTION # SAA 23-06

Executive Director  


**SEBRING AIRPORT AUTHORITY  
AGENDA ITEM SUMMARY**

**MEETING DATE:** June 15, 2023

**PRESENTER:** Mike Willingham

**AGENDA ITEM:** Florida Health Sciences Center, Inc.

**BACKGROUND:** Both of Tampa General Hospital's leases are due. The West Apartment and Hangar B for AeroMed maintenance operations.

Term: 1 year -- July 1, 2023, to June 30. 2024

Rent: Apartment - \$3225 per month Hangar B - \$3225 per month

Options: Two additional 1-year terms with CPI or 3%

**REQUESTED MOTION:** Move to approve leases as presented and authorize the Chairman or Vice Chairman and Secretary or Assistant Secretary to execute the same.

**Board Action:**

Approved \_\_\_\_\_  
Denied \_\_\_\_\_  
Tabled   X  \_\_\_\_\_

**SEBRING AIRPORT AUTHORITY**  
**BUSINESS BUILDING LEASE**  
(West Side Apartments)

**THIS BUSINESS BUILDING** (this "Lease") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2023, by and between the **SEBRING AIRPORT AUTHORITY**, a body politic and corporate of the State of Florida (herein called "LANDLORD") and **FLORIDA HEALTH SCIENCES CENTER, INC. d/b/a Tampa General Hospital**, a Florida not for profit corporation (herein called "TENANT").

**WITNESSETH:**

**WHEREAS**, LANDLORD operates the Sebring Regional Airport and is the owner of Building 22 (the "Building") located at the Sebring Regional Airport and Industrial Park (the "Airport") in the County of Highlands, State of Florida; and,

**WHEREAS**, LANDLORD has agreed to lease space in the Building to TENANT and to occasionally provide hanger space to TENANT for its medical helicopter, subject to certain terms and conditions; and,

**WHEREAS**, TENANT wishes to lease said space from LANDLORD,

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

1. **TERM**. The term of this Lease shall be for one (1) year (the "Initial Term"), commencing on July 1, 2023 (the "Commencement Date"), and ending on June 30, 2024, unless sooner renewed or terminated in accordance with this Lease. The Initial Term and any applicable Renewal Term (defined below) are collectively herein referred to as the "Term."

2. **PROPERTY**. The property subject to this Lease is the apartments on the west portion of the second story of Building 22 located at 29536 Flying Fortress Lane #2, Sebring, Florida at the Airport, consisting of approximately 2,500 square feet and containing 3 bedrooms, 2 bathrooms, a laundry/utility room, a central living room and kitchen area (herein called the "Premises"). The Lease includes the right of TENANT's employees and invitees to utilize all common walks and drives around the Building at all times during the Term. LANDLORD reserves the right to designate where TENANT's employees shall park, provided that parking shall be available at all times during the Term to the extent reasonably necessary for TENANT's use of the Premises. Such parking shall be without additional charge and on a first come, first served basis. No animals shall be allowed access to the Premises.

3. **USE**. The Premises are to be used by the TENANT for the sole purpose of on-duty housing for its helicopter crew members. TENANT will make no unlawful, improper, or offensive use of the Premises.

4. **RENT.** Commencing on the Commencement Date, and continuing throughout the Term, TENANT hereby agrees to pay rent to LANDLORD in the amount of \$3225.00 per month, together with a 5% fire/security charge and any sales or use taxes thereon, if applicable, in advance, on or before the first day of each month during the Term of the Lease. If TENANT properly exercises the option in paragraph 5 below, on each anniversary of the Commencement Date, rent shall be adjusted upward in accordance with the following provision. LANDLORD shall compute the percentage of increase, if any, of the cost of living (based on the Consumer Price Index, "All Items", for all urban consumers published by the Bureau of Labor Statistics of the United States Department of Labor) during the preceding twelve (12) month period and the rent shall then be increased by that percentage or 3%, whichever is greater, to establish the rent for the succeeding twelve (12) months. In the event of a partial calendar month, a prorated installment of rent shall be calculated and payable at the rates then applicable under this Lease.

5. **OPTION TO RENEW.** LANDLORD hereby grants to TENANT an option to renew this Lease for two (2) additional one (1) year terms (each a "Renewal Term") upon the same terms and conditions. Said options 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 the then-current Term, as the same may be renewed from time to time, if at all, and shall be effective only if TENANT is not in default under this Lease. Failure to exercise any option shall serve to cancel all remaining options hereunder.

6. **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.

7. **KEYS.** Upon the expiration or termination of the Lease, TENANT shall return all copies of the key to the Premises. Each lost key shall incur a \$50.00 re-key fee.

8. **UTILITIES.** LANDLORD shall make available, at TENANT's expense, the utilities necessary for the Premises, including electricity, water, sewer and septic, and all associated maintenance. TENANT hereby agrees to pay LANDLORD \$750.00 per month, in addition to rent, for utility services.

9. **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.

10. **LATE PAYMENTS.** Rent 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.

11. **WORTHLESS PAYMENTS.** Any Rent 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.

12. **SERVICES.** TENANT will provide and pay for its own telephone and internet services, including all handsets, at its expense.

13. **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 Lease unless such claims are a result of the gross negligence or willful misconduct of LANDLORD. TENANT agrees to pay on behalf of LANDLORD the reasonable 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.

14. **INSURANCE AND INDEMNITY.** TENANT will at its own expense and at all times during the Term of this Lease, 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 of Florida. 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 Lease; and

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;

**CONTENTS COVERAGE.** 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 Lease, TENANT must furnish a Certificate of Insurance to LANDLORD evidencing the insurance required herein, written or translated in English. Thereafter, TENANT will furnish a valid Certificate of Insurance to LANDLORD annually at the address in the "Notices" clause of this Lease.

**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, but only to the extent such damage is caused by an act or the negligence of TENANT or any of TENANT's agents, employees, or invitees.

**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.

**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 Lease.

**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.

15. **MAINTENANCE AND CLEANING.** LANDLORD will be responsible for the maintenance of the Building envelope, all common areas, and the grounds, at LANDLORD's expense. TENANT shall be responsible for interior of leased space and cleaning of the Premises, at TENANT's expense.

16. **ASSIGNMENT.** TENANT shall not assign this Lease or sublet the Premises, directly or indirectly, without the written consent of LANDLORD, which shall not be unreasonably withheld, conditioned, or delayed.

17. **REMOVAL OF PERSONAL PROPERTY UPON TERMINATION.** Upon termination of this Lease, provided all monies due LANDLORD have been paid, TENANT shall have the right and responsibility to remove all of its personal property, including furnishings and fixtures, which it has installed or placed on the Premises, which removal shall be accomplished no later than the termination date. 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. TENANT shall not be liable for any costs or repairs caused by normal wear and tear.

18. **ABANDONMENT OF PREMISES BY TENANT.** In case TENANT shall abandon the Premises for a period of thirty (30) days or more during the Term of this Lease, LANDLORD may, at its option, without notice, relet the 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.

19. **ALTERATIONS.** TENANT shall make no additions or alterations in or to the Premises without the written consent of LANDLORD and TENANT shall reimburse LANDLORD for all costs of reviewing such proposals. 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.

20. **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 so as to confer upon a laborer bestowing labor upon the leased property, or upon a materialman who furnishes material incorporated in the construction of improvements upon the leased property, a construction lien upon LANDLORD'S estate under the provision of Chapter 713, Florida Statutes, or any subsequent revisions of that law.

21. **PLEDGE OF LEASEHOLD INTEREST.** TENANT may not pledge its leasehold interest as security for a loan.

22. **SUBORDINATION.** This Lease 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 the 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 United States of America and 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 ordinances, rules or regulations which have been, or may hereafter be adopted by the LANDLORD pertaining to the Airport. Except to the extent required for the performance of the obligations of TENANT in this Lease, nothing contained in this Lease 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.

23. **EMPLOYEES.** TENANT will require that a criminal background check be made on all employees of TENANT prior to their having access to the Premises and the background check must reveal no record of felony convictions.

24. **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. 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. 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.

In the event of a breach of any of the above nondiscrimination covenants, LANDLORD shall have the right to terminate the Lease and to re-enter the Premises as if said Lease had never been made or issued. 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.

**25. EXCLUSIVE USE.** This Lease shall in no way convey the exclusive use of any part of the Building (other than 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 Building (other than Premises) for any purpose deemed suitable by LANDLORD.

**26. 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 and this Lease shall be subordinate to such future agreements.

**27. NOTICES.** Whenever any notice is required or permitted by this Lease to be given, such notice shall be by certified mail or overnight delivery addressed to:

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

Florida Health Sciences Center, Inc.  
Attention: Jeremy Sutherland  
P.O. Box 1289  
Tampa, Florida 33601  
813-844-7211 [jsutherland@tgh.org](mailto:jsutherland@tgh.org)

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

**28. 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.

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

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

**31. 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.

32. **DANGEROUS ACTIVITIES PROHIBITED.** TENANT agrees not to do or allow anything to be done 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.

33. **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 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.

34. **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 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 Airport, including Federal Aviation grant requirements.

35. **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 Airport. 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 Airport, and may therefore inconvenience TENANT, but will not prevent TENANT's access to or use of the Premises. 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.

36. **AIRPORT PROTECTION.** It shall be conditions of this Lease that:

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 Premises and the Building, 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. LANDLORD expressly reserves unto itself, its successor and assigns, the right to prevent any use of the Premises or the Building which would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute an Airport hazard.

**37. STATE AND FEDERAL GOVERNMENT.** The parties specifically understand and agree that some of the improvements within the Airport are funded in whole or in part by grants from 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, if applicable to TENANT, particularly those pertaining to employment.

**38. 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. § 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 the Building from any source whatsoever, except for bio-medical (Red Bag), which will be properly handled and disposed of as required by law. 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.

**39. 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.

**40. DEFAULT.** The occurrence of one or more of the following is 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 ten (10) 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 are 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 same 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 ninety (90) days after its occurrence;

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

**41. 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, though any amounts due will be offset by any rent paid for the Premises by any other party;

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 Rent to be paid over the entire Term of this Lease and bring then or thereafter an action for said Rent 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.

**42. ATTORNEYS' FEES AND COSTS.** Subject to the limitations of Sec. 768.28, Fla. Stat., 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.

**43. 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.

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

**45. SIGNAGE.** TENANT shall have the right to install any interior or exterior signage in or on the Building, provided that all signage of TENANT on display in or on the Building will be at TENANT's expense, must be of the same style and type as other signage located in or on the Building and must be approved by LANDLORD, in writing, prior to installation. In the event that LANDLORD installs a master sign showing the location of LANDLORD's tenants, including TENANT's location, then TENANT will pay TENANT's prorata share of the cost of maintenance of that sign, based on TENANT's leased area at the Building.

**46. TAXES.**

A. 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 will pay its pro rata share of the taxes, based on the square footage leased. 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.

B. Sales Tax. TENANT has advised LANDLORD that TENANT is a 501(c)(3) organization exempt from the payment of sales taxes on Rent and, notwithstanding the provisions of Section 46(A) above or any other provision or implication in this Lease, for so long as such exemption is maintained, any taxes chargeable to TENANT shall exclude sales taxes on rent.

C. Ad Valorem Real Property Taxes. TENANT has advised LANDLORD that, as a 501(c)(3) organization, TENANT may not be required to pay ad valorem real property taxes with respect to the Premises. TENANT may apply for, obtain, and maintain an exemption from ad valorem real property taxes with respect to the Premises and, to the extent TENANT obtains and maintains such an exemption, TENANT shall not be required to pay any ad valorem real property taxes with respect to which TENANT is exempt. Until such exemption has been obtained by TENANT, TENANT will make monthly deposits as set forth above.

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. FIRE AND CASUALTY. If fire or other casualty renders the Premises untenable, this Lease shall remain in full effect, but the Rent shall be abated until the Premises are repaired. The Rent abatement provided in this paragraph shall not apply if the cause of the casualty or destruction was due in whole or in part to the negligent or willful acts of TENANT, or of TENANT's employees, agents, or guests.

49. GOVERNING LAW. This Lease 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.

50. LAWS AND REGULATIONS. TENANT shall comply with all laws, ordinances, rules, orders and regulations relating to TENANT's performance under this Lease and TENANT's use of the Premises.

51. TIME. Time is of the essence of this Lease.

52. MULTIPLE ORIGINALS. This Lease 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.



53. **WAIVER OF LANDLORD'S LIEN.** LANDLORD hereby expressly waives any right which it may have to impose any lien or exercise any rights of distress upon or with respect to any of TENANT's business and trade fixtures, equipment, movable partitions, furniture, merchandise, inventory, records, patient information, and other documentation owned by TENANT and/or generated in the conduct of TENANT's business and other personal property within the Premises (collectively, "TENANT's Property"), presently or hereafter situated on or about the Premises following a default by TENANT under this Lease. This Lease does not grant a contractual lien or any other security interest to LANDLORD or in favor of LANDLORD with respect to TENANT's Property.

*[Signatures to immediately follow.]*

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

Two Witnesses as to Landlord:

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

\_\_\_\_\_  
(Printed Name)

By: \_\_\_\_\_

- Mark Andrews, as its Chair or
- Peter McDevitt, as its Vice Chair

\_\_\_\_\_  
(Printed Name)

Attest: \_\_\_\_\_

- Stanely Wells, as its Secretary or
- D. Craig Johnson, as its Asst. Secretary

(corporate seal)

Two Witnesses as to Tenant:

**TENANT: FLORIDA HEALTH SCIENCES CENTER, INC. d/b/a Tampa General Hospital**, a Florida not for profit corporation

\_\_\_\_\_  
(Printed Name)

By: \_\_\_\_\_

Name: \_\_\_\_\_

as its \_\_\_\_\_

\_\_\_\_\_  
(Printed Name)



**SEBRING AIRPORT AUTHORITY**  
**AIRCRAFT SPACE LEASE**  
(Hangar B)

**THIS AIRCRAFT SPACE LEASE** (this "Lease") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2023, by and between the **SEBRING AIRPORT AUTHORITY**, a body politic and corporate of the State of Florida (herein called "LANDLORD") and **FLORIDA HEALTH SCIENCES CENTER, INC. d/b/a Tampa General Hospital**, a Florida not for profit corporation (herein called "TENANT").

**WITNESSETH:**

**WHEREAS**, LANDLORD operates the Sebring Regional Airport and is the owner of Building 22 (the "Building") located at the Sebring Regional Airport and Industrial Park (the "Airport") in the County of Highlands, State of Florida; and,

**WHEREAS**, LANDLORD has agreed to lease space in the Building to TENANT and to occasionally provide hanger space to TENANT for its medical helicopter, subject to certain terms and conditions; and,

**WHEREAS**, TENANT wishes to lease said space from LANDLORD,

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

1. **TERM.** The term of this Lease shall be for one (1) year (the "Initial Term"), commencing on July 1, 2023 (the "Commencement Date"), and ending on June 30, 2024, unless sooner renewed or terminated in accordance with this Lease. The Initial Term and any applicable Renewal Term (defined below) are collectively herein referred to as the "Term."
2. **PROPERTY.** The property subject to this Lease is Hangar B of Building 22 located at 29536 Flying Fortress Lane #3, Sebring, Florida, at the Airport (herein called the "Premises"). The Lease includes the right of TENANT's employees and invitees to utilize all common walks and drives around the Building at all times during the Term. LANDLORD reserves the right to designate where TENANT's employees shall park, provided that parking shall be available at all times during the Term to the extent reasonably necessary for TENANT's use of the Premises. Such parking shall be without additional charge and on a first come, first served basis. No animals shall be allowed access to the Premises.
3. **USE.** The Premises are to be used by the TENANT for the sole purposes of aircraft maintenance, aircraft storage, and the storage of tools and parts. TENANT will make no unlawful, improper, or offensive use of the Premises.
4. **RENT.** Commencing on the Commencement Date, and continuing throughout the

Term, TENANT hereby agrees to pay rent to LANDLORD in the amount of \$3225.00 per month, together with a 5% fire/security charge and any sales or use taxes thereon, if applicable, in advance, on or before the first day of each month during the Term of the Lease. If TENANT properly exercises the options in paragraph 5 below, the rent shall be adjusted upward for the renewal term in accordance with the following provision. LANDLORD shall compute the percentage of increase, if any, of the cost of living (based on the Consumer Price Index, "All Items", for all urban consumers published by the Bureau of Labor Statistics of the United States Department of Labor) during the preceding twelve (12) month period and the rent shall then be increased by that percentage or 3%, whichever is greater, to establish the rent for the succeeding twelve (12) months. In the event of a partial calendar month, a prorated installment of rent shall be calculated and payable at the rates then applicable under this Lease.

5. **OPTION TO RENEW.** LANDLORD hereby grants to TENANT an option to renew this Lease for two (2) additional one (1) year terms (each a "Renewal Term") upon the same terms and conditions. Said options 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 the then-current Term, as the same may be renewed from time to time, if at all, and shall be effective only if TENANT is not in default under this Lease. Failure to exercise any option shall serve to cancel all remaining options hereunder.

6. **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.

7. **KEYS.** Upon the expiration or termination of the Lease, TENANT shall return all copies of the key to the Premises. Each lost key shall incur a \$50.00 re-key fee.

8. **UTILITIES.** LANDLORD shall make available, at TENANT's expense, the utilities necessary for the Premises, including electricity, water, sewer and septic, and all associated maintenance. TENANT hereby agrees to pay LANDLORD \$250.00 per month, in addition to rent, for utility services.

9. **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.

10. **LATE PAYMENTS.** Rent 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.

11. **WORTHLESS PAYMENTS.** Any Rent 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.

12. **SERVICES.** TENANT will provide and pay for its own telephone and internet services, including all handsets, at its expense.

13. **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 Lease unless such claims are a result of the gross negligence or willful misconduct of LANDLORD. TENANT agrees to pay on behalf of LANDLORD the reasonable 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.

14. **INSURANCE AND INDEMNITY.** TENANT will at its own expense and at all times during the Term of this Lease, 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 of Florida. 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 Lease; and

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;

**CONTENTS COVERAGE.** 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 Lease, TENANT must furnish a Certificate of Insurance to LANDLORD evidencing the insurance required herein, written or translated in English. Thereafter, TENANT will furnish a valid Certificate

of Insurance to LANDLORD annually at the address in the "Notices" clause of this Lease.

**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, but only to the extent such damage is caused by an act or the negligence of TENANT or any of TENANT's agents, employees, or invitees.

**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.

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

X     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 Lease.

X     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.

15. **MAINTENANCE AND CLEANING.** LANDLORD will be responsible for the maintenance of the Building envelope, all common areas, and the grounds, at LANDLORD's expense. TENANT shall be responsible for maintenance of the interior of leased space and cleaning of the Premises, at TENANT's expense.

16. **ASSIGNMENT.** TENANT shall not assign this Lease or sublet the Premises, directly or indirectly, without the written consent of LANDLORD, which shall not be unreasonably withheld, conditioned, or delayed.

17. **REMOVAL OF PERSONAL PROPERTY UPON TERMINATION.** Upon termination of this Lease, provided all monies due LANDLORD have been paid, TENANT shall have the right and responsibility to remove all of its personal property, including furnishings and fixtures, which it has installed or placed on the Premises, which removal shall be accomplished no later than the termination date. 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. Notwithstanding any provision or implication in this Lease, in no event shall TENANT be liable for any costs or repairs caused by normal wear and tear.

18. **ABANDONMENT OF PREMISES BY TENANT.** In case TENANT shall abandon the Premises for a period of thirty (30) days or more during the Term of this Lease, LANDLORD may, at its option, without notice, relet the 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.

19. **ALTERATIONS.** TENANT shall make no additions or alterations in or to the Premises without the written consent of LANDLORD and TENANT shall reimburse LANDLORD for all costs of reviewing such proposals. 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.

20. **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 so as

to confer upon a laborer bestowing labor upon the leased property, or upon a materialman who furnishes material incorporated in the construction of improvements upon the leased property, a construction lien upon LANDLORD'S estate under the provision of Chapter 713, Florida Statutes, or any subsequent revisions of that law.

21. **PLEDGE OF LEASEHOLD INTEREST.** TENANT may not pledge its leasehold interest as security for a loan.

22. **SUBORDINATION.** This Lease 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 the 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 United States of America and 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 ordinances, rules or regulations which have been, or may hereafter be adopted by the LANDLORD pertaining to the Airport. Except to the extent required for the performance of the obligations of TENANT in this Lease, nothing contained in this Lease 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.

23. **EMPLOYEES.** TENANT will require that a criminal background check be made on all employees of TENANT prior to their having access to the Premises and the background check must reveal no record of felony convictions.

24. **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. 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 original shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination;

C. 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.

In the event of a breach of any of the above nondiscrimination covenants, LANDLORD shall have the right to terminate the Lease and to re-enter the Premises as if said Lease had never been made or issued. 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.

25. **EXCLUSIVE USE.** This Lease shall in no way convey the exclusive use of any part of the Building (other than 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 Building (other than Premises) for any purpose deemed suitable by LANDLORD.

26. **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 and this Lease shall be subordinate to such future agreements.

27. **NOTICES.** Whenever any notice is required or permitted by this Lease to be given, such notice shall be by certified mail or overnight delivery addressed to:

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

Florida Health Sciences Center, Inc.  
Attention: Jeremy Sutherland  
P.O. Box 1289  
Tampa, Florida 33601  
813-844-7211 [jsutherland@tgh.org](mailto:jsutherland@tgh.org)

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

28. **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.

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

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

31. **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.

**32. DANGEROUS ACTIVITIES PROHIBITED.** TENANT agrees not to do or allow anything to be done 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.

**33. 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 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.

**34. 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 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 Airport, including Federal Aviation grant requirements.

**35. 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 Airport. 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 Airport, and may therefore inconvenience TENANT, but will not prevent TENANT's access to or use of the Premises. 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.

**36. AIRPORT PROTECTION.** It shall be conditions of this Lease that:

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 Premises and the Building, 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. LANDLORD expressly reserves unto itself, its successor and assigns, the right to prevent any use of the Premises or the Building which would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute an Airport hazard.

37. **STATE AND FEDERAL GOVERNMENT.** The parties specifically understand and agree that some of the improvements within the Airport are funded in whole or in part by grants from 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, if applicable to TENANT, particularly those pertaining to employment.

38. **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. § 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 the Building from any source whatsoever, except for bio-medical (Red Bag), which will be properly handled and disposed of as required by law. 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.

39. **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.

40. **DEFAULT.** The occurrence of one or more of the following is 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 ten (10) 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 are 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 same 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 ninety (90) days after its occurrence;

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

**41. 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, though any amounts due will be offset by any rent paid for the Premises by any other party;

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 Rent to be paid over the entire Term of this Lease and bring then or thereafter an action for said Rent 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.

**42. ATTORNEYS' FEES AND COSTS.** Subject to the limitations of Sec. 768.28, Fla. Stat., 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.

**43. 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.

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

**45. SIGNAGE.** TENANT shall have the right to install any interior or exterior signage in or on the Building, provided that all signage of TENANT on display in or on the Building will be at TENANT's expense, must be of the same style and type as other signage located in or on the Building and must be approved by LANDLORD, in writing, prior to installation. In the event that LANDLORD installs a master sign showing the location of LANDLORD's tenants, including TENANT's location, then TENANT will pay TENANT's prorata share of the cost of maintenance of that sign, based on TENANT's leased area at the Building.

**46. TAXES.**

A. 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 will pay its pro rata share of the taxes, based on the square footage leased. 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.

B. Sales Tax. TENANT has advised LANDLORD that TENANT is a 501(c)(3) organization exempt from the payment of sales taxes on Rent and, notwithstanding the provisions of Section 46(A) above or any other provision or implication in this Lease, for so long as such exemption is maintained, any taxes chargeable to TENANT shall exclude sales taxes on rent.

C. Ad Valorem Real Property Taxes. TENANT has advised LANDLORD that, as a 501(c)(3) organization, TENANT may not be required to pay ad valorem real property taxes with respect to the Premises. TENANT may apply for, obtain, and maintain an exemption from ad valorem real property taxes with respect to the Premises and, to the extent TENANT obtains and maintains such an exemption, TENANT shall not be required to pay any ad valorem real property taxes with respect to which TENANT is exempt. Until such exemption has been obtained by TENANT, TENANT will make monthly deposits as set forth above.

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. FIRE AND CASUALTY. If fire or other casualty renders the Premises untenable, this Lease shall remain in full effect, but the Rent shall be abated until the Premises are repaired. The Rent abatement provided in this paragraph shall not apply if the cause of the casualty or destruction was due in whole or in part to the negligent or willful acts of TENANT, or of TENANT's employees, agents, or guests.

49. GOVERNING LAW. This Lease 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.

50. LAWS AND REGULATIONS. TENANT shall comply with all laws, ordinances, rules, orders and regulations relating to TENANT's performance under this Lease and TENANT's use of the Premises.

51. TIME. Time is of the essence of this Lease.

52. MULTIPLE ORIGINALS. This Lease 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.

53. WAIVER OF LANDLORD'S LIEN. LANDLORD hereby expressly waives any right which it may have to impose any lien or exercise any rights of distress upon or with respect to any of TENANT's business and trade fixtures, equipment, movable partitions, furniture, merchandise, inventory, records, patient information, and other documentation

owned by TENANT and/or generated in the conduct of TENANT's business and other personal property within the Premises (collectively, "TENANT's Property"), presently or hereafter situated on or about the Premises following a default by TENANT under this Lease. This Lease does not grant a contractual lien or any other security interest to LANDLORD or in favor of LANDLORD with respect to TENANT's Property.

*[Signatures to immediately follow.]*

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

Two Witnesses as to Landlord:

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

\_\_\_\_\_  
(Printed Name)

By: \_\_\_\_\_

- Mark Andrews, as its Chair or
- Pete McDevitt, as its Vice Chair

\_\_\_\_\_  
(Printed Name)

Attest: \_\_\_\_\_

- Stanley H. Wells, as its Secretary or
- D. Craig Johnson, as its Asst. Secretary

(corporate seal)

Two Witnesses as to Tenant:

**TENANT: FLORIDA HEALTH SCIENCES CENTER, INC.** d/b/a Tampa General Hospital, a Florida not for profit corporation

\_\_\_\_\_  
(Printed Name)

By: \_\_\_\_\_

Name: \_\_\_\_\_

as its \_\_\_\_\_

\_\_\_\_\_  
(Printed Name)



# Executive Director's REPORT



## INSIDE

- EAA AirVenture Oshkosh 2023
- Sebring Airport Updates
- Sebring International Raceway Mobil 1 Twelve Hours of Sebring 2024





## Don't Delay! Savings End June 15

**Don't miss out on this incredible opportunity! With only 2 days left for discounted admission, secure your AirVenture Oshkosh 2023 tickets now and experience an unforgettable event that will leave you inspired and entertained. Act fast to take advantage of the last chance to save and create lasting memories.**

Getting your EAA AirVenture Oshkosh 2023 tickets, parking, camping, and more is fast and easy! With a few simple steps, you'll be inside the gates in no time and ready to take in AirVenture. You'll simply select weekly or daily tickets, select optional add-ons like parking, camping, and flight experiences, and pay by credit card using our secure online system.

Spend less time in admission lines and more time on the flight-line! AirVenture is bringing back the Express Arrival program this year! Get your wristbands, parking, and Camp Scholler passes mailed to you in advance when you [purchase your credentials before June 15, 2023](#).

Express Arrival is exclusively available to U.S. members who have valid EAA memberships through at least July 30, 2023. Shipping is FREE of charge.

### **Express Arrival – Wristbands**

- The member wristbands you put on your wrist will be mailed to you beginning the week of June 26, 2023, along with the tickets for all other purchases. There will be no need to print anything. Just select the delivery method “Mail (Free)” at checkout.
- If you are purchasing daily wristbands, you must select which days you are planning to attend.
- If your attendance plans change, you can visit any admission building to exchange unused wristbands for a different day.
- You must be an EAA member with a U.S. address to qualify for the mailing of your wristbands.
- Orders must be received no later than June 15, 2023, if you'd like to receive your wristbands by mail.

If you miss the mail date or prefer to pick your wristbands up at the gate, select “Print at Home” at checkout, and present your ticket at any entry point admissions building to receive your AirVenture wristband.



### Haywood Taylor Reconstruction

Final paving in the roundabout to take place on 6/16. Final completion and project closeout to be completed by the end of July.

### Apron Reconstruction Phase 2

Project is currently bidding, with bids to be received on June 27th. Approximate NTP for construction is 10/1, with a construction duration of six months.

### Highmast Apron Lighting

SAA has received an FDOT S.A.F.E. grant to design and construct area lighting for the Terminal Apron. The Terminal Apron has limited lighting and the area is extremely dark at night. The addition of area lighting would improve the security and safety on the apron. This project would include up to six (6) highmast light poles (50' tall) spaced around the Terminal Apron. AVCON will prepare the design and assist with bidding and construction administration.

### Taxiway A4 Realignment

Installation of stormwater pipe and structures, grading,

subgrade stabilization and installation of crushed concrete base course have been completed. Installation of taxiway edge light cans, conduit, and junction cans have also been completed. Runway 1-19 will be closed for two days during the week of June 18th to allow for asphalt paving and installation of taxiway edge lights. A substantial completion inspection is currently scheduled for June 23rd. Final pavement markings, final completion inspection, and project closeout are anticipated in July.

### Hurricane Ian Multi-Building Repairs

This project includes a variety of building repairs associated with Hurricane Ian damage. Repairs include a full roof replacement for Buildings 727 (Global Star) and 735 (Sebring Custom Tanning), door and roof repairs to the T-hangar buildings, and repairs to Building 60. The bid opening for the Hurricane Repairs project was conducted on May 18th. Four bids were received, with Clyde Johnson Contracting and Roofing being the low bidder. AVCON is recommending award of the Base Bid and Add Alternate 1 in the amount of \$830,000.00.

*FAA just announced Wildlife Management Plan grant for Sebring Regional Airport. We should have the Grant Agreement on the July agenda.*





## SEBRING INTERNATIONAL RACEWAY TO FEATURE A LARGER SCHEDULE IN 2024

The 72nd running of the Mobil 1 Twelve Hours of Sebring will be March 16, 2024, and as always, the days leading up to the great race will feature multiple races, and a new series on track beginning March 13.

The GTP-winning Whelen Cadillac will return to defend its title as the first hybrid-electrified GTP car to win the 12-Hour classic. Pipo Derani, who drove the car to victory, will also return in pursuit of his fifth Sebring 12-Hour title, further establishing the Brazilian driver as one of Sebring's all-time most successful.

His win earlier this year matched the four of Allan McNish and Frank Biela. He trails only Rinaldo Capella (5) and Tom Kristensen (6). At only 30 years old when the next Mobil 1 Twelve Hours of Sebring takes place, Derani will attempt to move one step closer to Kristensen's once-seemingly untouchable record. Derani has won four of his first eight Sebring 12-Hour starts – 2018, 2019, 2020 and 2023.

Joining the IMSA WeatherTech SportsCar Championship (Mobil 1 Twelve Hours) will be the Alan Jay Automotive Network 120 for the IMSA Michelin

Pilot Challenge. That event will move back to its previous Friday afternoon position, with three other sports car series joining the weekend schedule. As many as eight races will take place during the fabled four-day sports car weekend. The 2023 schedule featured five races.

Lamborghini confirmed plans to enter the top class of prototypes in the IMSA WeatherTech SportsCar Championship beginning in 2024, increasing the number of GTP entries at Sebring to at least 10. In addition, the LMP2, GTD Pro and GTD classes will return, bringing

with them another huge field for one of the world's greatest sports car races.

Live evening concerts, drink specials and an assortment of food options will again be featured in the fan zone, as will driver autograph sessions in the competitor paddock. As always, every ticket provides access to the competitor paddock for an up-close view of teams, drivers and cars throughout the week.

The schedule of events for Sebring will be announced in the fall, following the release of each series' 2024 schedules.



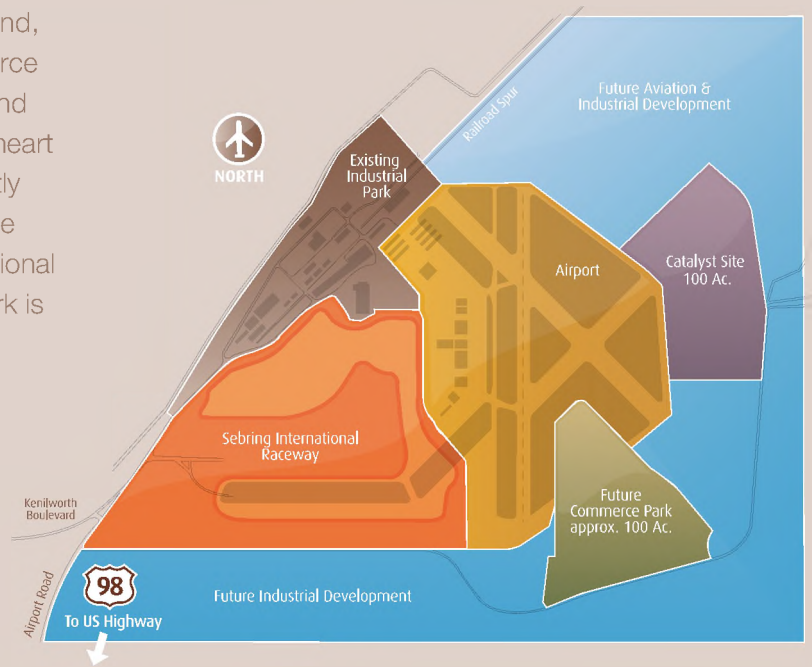


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**SITE MAP**

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



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