

**Sebring Airport Authority
Board Meeting Agenda
January 18, 2024**

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>
02/15/2024	1:30pm	SAA/CRA Board Meeting	Hendricks Field Center

2. CONSENT AGENDA

- a) Approve December 2023 Minutes and Invoices

3. MISCELLANEOUS

4. ACTION ITEMS

- a) Rexair Lease

CONTINGENT ACTION ITEMS

- b) ITB 23-09 Sebring Airport Stormwater Drainage Improvements – Recommendation of Award & Contract

5. EXECUTIVE DIRECTORS' REPOT

FBO Report – Andrew Bennett

6. BOARD OF DIRECTORS' BUSINESS

7. CONCERNS OF THE PUBLIC

8. ADJOURNMENT

If a person decides to appeal any decision made by the Board at any meeting or hearing, he will need a verbatim record of the proceedings. The record must include the testimony and evidence upon which the appeal is to be based. Sebring Airport Authority also gives notice that the Chairman is authorized to cancel or postpone any scheduled meeting or hearing by directing the Executive Director to so inform all Board members and any other interested parties and the press. Sebring Airport Authority does not discriminate upon the basis of any individual's disability status. This non-discriminatory policy involves every aspect of the Board's functions,

**SEBRING AIRPORT AUTHORITY
BOARD MEETING
December 14, 2023**

The Sebring Airport Authority Board of Directors held a scheduled Board Meeting on December 14, 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
D. Craig Johnson	-	Assistant Secretary
Carl Cool	-	Board Member

Also

Mike Willingham	-	Executive Director
Andrew Bennett	-	Deputy Director
Beverly Glarner	-	Executive Assistant
Jami Olive	-	Executive Assistant
Colleen Plonsky	-	Director of Finance
Bob Swaine	-	Swaine and Harris
Tim Rolland	-	SpringLake HOA Board Member
Jack Thompson	-	Avcon
Joann Gaskins	-	CareerSource Highlands
Craig Sucich	-	RS&H
Kevin McCauley	-	AtkinsRealis
Jason Clemen	-	AtkinsRealis

1. OPENING ITEMS

- A. Meeting was called to order at 1:33 p.m.
- B. Bob Swaine led the Invocation and Pete McDevitt led the Pledge.
- C. **Roll Call**
Mark Andrews, Carl Cool, D, Craig Johnson and Pete McDevitt were present for the meeting. Brent Ferns, Terrill Morris and Stanley Wells were absent.
- D. **Announcements**
Mark Andrews announced that the offices will be closed from December 22nd through December 26th for the Christmas holiday. The offices will also be closed January 1st for New Year's holiday. The next board meeting will be held Thursday, January 18th at 1:30pm.

2. CONSENT AGENDA

Approve the Consent Agenda:

There was a motion by Pete McDevitt to approve the Consent Agenda with a second by Carl Cool. The motion was passed with aye votes by Andrews, Cool, Johnson and McDevitt.

3. MISCELLANEOUS

4. ACTION ITEMS

A. RFP 23-10 Apron Rehab Phase II Construction Services – Award and Contract – E.O. Koch – AtkinsRealis USA Inc.

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

B. World Fuel – First Amendment to Fuel Supply 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 Andrews, McDevitt, Cool, and Johnson.

C. Resolution 23-15 – Spring Lake Improvement District

This item was presented by Bob Swaine. 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 McDevitt, Andrews, Cool, and Johnson.

D. Resolution 23-16 – Approving Budget Amendment S23-09

This item was presented by Colleen Plonsky. 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 McDevitt, Andrews, Cool, and Johnson

5. DIRECTOR REPORT


Deputy Director Andrew Bennett updated the Board on FBO and Range activities.

6. DIRECTOR'S BUSINESS

7. CONCERNS OF THE PUBLIC

8. ADJOURNMENT

Chairman adjourned meeting at 1:42pm.



Mike Willingham, Executive Director

1-18-24

Approved by Board

Invoices Paid in December 2023 Presented in January 2024 Board Meeting

DATE	SAA/FBO - PAID INVOICES	AMOUNT	DESCRIPTION
12/1/2023	Sage Payment Solutions	\$3,674.62	SAA: Credit Card Processing Fees- November 2023
12/6/2023	Air & Electrical Services, Inc	\$4,945.68	SAA: Bldg. 103 - Provide & Install AC Control on New AC System
12/6/2023	BOS of Florida, Inc.	\$12,260.88	SAA: Balance Due for Furniture - Galleria (300), Lobby (356), Waiting Areas (319 & 322) in Terminal Building
12/6/2023	Cintas	\$773.59	SAA/FBO: Bi-Weekly Service; Aircare, Soap/GermX, Mats, & FBO Uniforms
12/6/2023	Cintas	\$118.00	SAA/FBO: Monthly Agreement for AED System
12/6/2023	Coastal MRO	\$50.50	FBO: Pre-Employment Drug Screening New Hire
12/6/2023	Copy Life Inc	\$254.50	SAA/FBO: Lease of Copy Machines - December 2023
12/6/2023	CrawfordTech Government Solutions LLC	\$163.20	SAA/CRA: November 2023 Board Packets & Resolution ADA Transcription
12/6/2023	George E. Cline dba ATC Tower Pros	\$5,000.00	SAA: 2024 Air Traffic Controllers for Twelve Hours of Sebring Race - Deposit
12/6/2023	Leaf Capital Funding, LLC	\$350.00	SAA/FBO: Lease of Copy Machines
12/6/2023	Leedy Electric West	\$1,738.90	SAA: Minor Maintenance on 300kW Generac Generator 25kW Tradewinds Generator
12/6/2023	Long's Air Conditioning, Inc.	\$487.00	SAA: Service Call - A/C at Café; Evaporator Coil Frozen; Low on Charge; Recharged & Checked the Following Week
12/6/2023	RW Summers Railroad Contr.,Inc	\$2,049.74	SAA: Repair Call; Repairs to Switch#7; Check & Adjust all Rail Switches
12/6/2023	SWK Technologies, Inc.	\$450.00	SAA: Monthly Fee for Sage 100 Secure Cloud Services
12/6/2023	USDA - APHIS - Wildlife Services	\$1,000.00	SAA/FBO: Trained Airport Staff in Safe Practices for Pyrotechnics to Disperse Avian Fauna from Active Airfields
12/13/2023	Allen Enterprises, Inc.	\$1,008.18	SAA: Runway Lights
12/13/2023	Beverly Glarner	\$140.99	SAA: December 2023 Internet Service; Executive Assistant Home Office
12/13/2023	Cintas	\$408.67	SAA/FBO: Weekly Service; Mats, Aircare, Soap/Germx & FBO Uniforms
12/13/2023	Griffin's Carpet Mart, Inc	\$26,359.00	SAA: Terminal Bldg. Remodel - Admin Area - Carpet Replacement
12/13/2023	Hanson Professional Services Inc	\$220.00	SAA: SEF - Planning Assistance
12/13/2023	Johnson Controls, Inc.	\$2,428.71	SAA: Installation of Control Wiring for New Air Flow Measuring Station in Terminal Bldg
12/13/2023	Paul C Valladares Jr	\$270.00	SAA/FBO: Plant Service December 2023
12/13/2023	Pitney Bowes Global Financial	\$192.75	SAA: Quarterly Lease Of Postage Machine
12/13/2023	TechHouse:Intergrated	\$227.50	SAA: General IT Support; Vault Password Setup, Sharing of Folder with Outside Contact
12/13/2023	The News Sun	\$414.50	SAA: BID 23-08 Notice to Bid - Storm Water Improvements - Perimeter Canal Cleaning Phase II
12/21/2023	All About Lawns, Inc.	\$2,435.00	SAA: Repair to Irrigation to Flagpole - Includes Parts and Labor; PGP Rotors, Spray Heads, MP Rotators, Pressure Relief Valve
12/21/2023	Aroma Coffee	\$355.00	SAA/FBO: Coffee Station Replenishment
12/21/2023	Bella Villa 31	\$2,384.00	SAA/FBO: November 2023 Cleaning of Terminal Building
12/21/2023	BEVO Security Solutions	\$620.00	SAA: Service Call for Gate 17 Slide Gate - Changed Out Board and Programmed
12/21/2023	Cintas	\$538.16	SAA/FBO: Bi-Weekly Service; Aircare, Soap/GermX, Mats, & FBO Uniforms
12/21/2023	Dustin Dennis	\$450.00	SAA/FBO: Detailing of Airport Vehicles
12/21/2023	Long's Air Conditioning, Inc.	\$285.00	SAA: Cafe A/C Froze Up; Drained all Lines and Cleaned Aux Pan
12/21/2023	TechHouse:Intergrated	\$1,477.16	SAA/FBO: Monthly Recurring Fee for Software
12/21/2023	The News Sun	\$827.00	SAA: Notice to Bidders/ Invitation to Bid 23-08 Stormwater Improvements

Invoices Paid in December 2023 Presented in January 2024 Board Meeting

DATE	SAA/FBO - PAID INVOICES	AMOUNT	DESCRIPTION
12/27/2023	Air & Electrical Services, Inc	\$7,178.89	SAA: Terminal Bldg. Admin Area; Move Fax Line, Demo and Relocate Data boxes and outlets from Floor locations to Wall locations, Fill Floor boxes with Concrete, Drop data line and outlets in Walls and create Outlets; Installed New Data and Outlet boxes Behind New TV in Galleria Area; Includes Parts and Labor
12/27/2023	Air & Electrical Services, Inc	\$1,583.38	SAA/FBO: Fuel Farm - Rewired Controllers & Installed New Board
12/27/2023	Air & Electrical Services, Inc	\$188.04	SAA: Service Call to Bldg. 104 C-2; AC Leaking, Units Coils Clogged, Cleaned Coils; System Running Sufficiently
12/27/2023	Big Messages	\$164.39	SAA/FBO: After Hours Telephone Answering Services
12/27/2023	Bryant Miller Olive P.A.	\$1,210.00	SAA: November 2023 Legal Services re: Spring Lake
12/27/2023	Cintas	\$209.39	SAA/FBO: Weekly Service; Mats, Aircare, Soap/Germx & FBO Uniforms
12/27/2023	CivilSurv Design Group, Inc.	\$3,715.00	SAA: Professional Svcs for Webster Turn Drive Reconstruction
12/27/2023	Coastal MRO	\$202.00	SAA/FBO: Random Drug Screening & New Hire Drug Screening
12/27/2023	Department of Management Svcs.	\$293.28	SAA/FBO: November 2023 Audio, Long Distance & Local Service
12/27/2023	GreaterSebring Chamber of Comm	\$299.00	SAA: 2024 Membership Dues
12/27/2023	Heacock Insurance Group, Inc.	\$2,326.03	SAA: Pollution Liability Renewal Policy
12/27/2023	Sunny South Exterminators, Inc.	\$860.00	SAA: Annual Pest Control at TGH Aeromed & Tecnam
12/28/2023	Aaron's Carts Plus Inc.	\$10,005.50	SAA: Purchase of 2020 Express S4 Gas Golf Cart
12/28/2023	Eric T. Zwayer Tax Collector	\$355,531.84	SAA: Annual Ad Valorem Taxes for Land & Industrial Hangars 2023
12/28/2023	Eric T. Zwayer Tax Collector	\$42,123.84	SAA: Annual Ad Valorem Taxes for T-Hangar Buildings for 2023

Total: \$500,248.81

December 2023 P-Cards

Purchase Date	Vendor Name	Amount	Description
12/4/2023	AMZN Mktp US 7A3GQ5GM3	\$49.40	SAA/FBO: Supplies for Coffee Station Replenishment
12/4/2023	HoneyBaked Ham and Cafe 1	\$1,273.87	SAA: Employee Christmas Gift from SAA
12/4/2023	SEBRING AIRPORT AUTHORITY	\$47.20	SAA/FBO: Fuel for Maintenance Truck
12/4/2023	SEVEN SEBRING RACEWAY HOT	\$537.09	SAA: Hotel Room -Terminal Apron Rehab Phase 2 - Resident Project Representative(RPR)
12/5/2023	NAPA AUTO PARTS SEBRING	\$181.44	SAA: Oil and Battery for Maintenance Truck
12/5/2023	WAWA 5370	\$50.59	SAA: Fuel for Operations Vehicle
12/5/2023	WING AERO PRODUCTS	\$71.03	FBO: Products for Resale to FBO Customers
12/5/2023	YARBROUGH TIRE & SERVICE	\$609.90	SAA: Golf Cart Tires
12/7/2023	IN EBRIDGE, INC	\$175.00	SAA: Monthly Fee for Record Retention
12/7/2023	NIC - FDLE CCHINET	\$25.00	FBO: Pre-Employment Background Check for New Hire
12/7/2023	ULINE SHIP SUPPLIES	\$212.81	SAA: Purchase of New Mail Sorter
12/7/2023	WWW.SENTRYLINK.COM	\$19.95	FBO: Pre-Employment Background Check for New Hire
12/8/2023	CIRCLE K 07515	\$78.00	SAA/FBO: Fuel for Maintenance Truck
12/9/2023	AMZN MKTP US 2A34V1QJ3	\$76.32	SAA/FBO: Coffee Station Supplies
12/10/2023	ADOBE ACROPRO SUBS	\$215.91	SAA: Monthly Subscriptions
12/10/2023	CIRCLE K 07515	\$44.27	FBO: Fuel Purchased for Courtesy Vehicle
12/10/2023	WAWA 5373	\$49.28	SAA: Fuel for Operations Vehicle
12/11/2023	HoneyBaked Ham and Cafe 1	\$97.37	SAA: Employee Christmas Gift from SAA
12/11/2023	SEVEN SEBRING RACEWAY HOT	\$414.76	SAA: Hotel Room -Terminal Apron Rehab Phase 2 - Resident Project Representative(RPR)
12/12/2023	W & W LMB LAKE PLACID	\$74.54	SAA: Toilet Repairs for T Hangar Bathroom
12/13/2023	CIRCLE K 07515	\$31.30	FBO: Fuel Purchased for Courtesy Vehicle
12/13/2023	COWPOKESS WATERING HOLE	\$67.46	SAA: Luncheon with Project Consultants
12/13/2023	TRTAX&ACTGPROFESSIONAL	\$294.00	SAA: Fixed Asset Software Monthly Subscription
12/14/2023	CIRCLE K 07515	\$52.30	FBO: Fuel Purchased for Courtesy Vehicle
12/14/2023	CIRCLE K 07515	\$59.00	SAA/FBO: Fuel for Maintenance Truck
12/14/2023	HARBOR FREIGHT TOOLS 538	\$419.98	SAA: Jump Box for FBO
12/14/2023	WAL-MART #0666	\$48.28	FBO: Gatorade Mix and Water
12/15/2023	FLYING J 1096	\$41.15	SAA: Fuel for Operations Vehicle
12/15/2023	USPS PO 1184910873	\$17.60	SAA: Certified Mailing of Notice of Initiation of Conflict Resolution Procedures
12/18/2023	AMZN Mktp US 4R33F5ZR3	\$9.99	FBO: Mouse Pads for FBO Staff

December 2023 P-Cards

Purchase Date	Vendor Name	Amount	Description
12/18/2023	SEVEN SEBRING RACEWAY HOT	\$414.76	SAA: Hotel Room -Terminal Apron Rehab Phase 2 - Resident Project Representative(RPR)
12/19/2023	NIC - FDLE CCHINET	\$25.00	FBO: Pre-Employment Background Check for New Hire
12/20/2023	AMZN Mktp US AF6UW2CU3	\$52.96	SAA: Item Returned-Refunded
12/20/2023	CROWN INFORMATION MANAGEM	\$462.86	SAA: Yearly Shredding of Documents for Record Retention
12/21/2023	APEX OFFICE PRODUCTS INC	\$247.14	FBO: Tri-fold Paper Towel for Restrooms
12/21/2023	DISH NETWORK-ONE TIME	\$138.08	FBO: Monthly Satellite Service for Pilot's Lounge - December
12/21/2023	SONNY'S BBQ #203	\$360.85	SAA/FBO: Christmas Luncheon for Staff
12/21/2023	SUNPASS ACC122820104	\$12.92	SAA: Out-of-town Tolls
12/21/2023	WCI WASTE CONNECTIONS	\$764.76	SAA/FBO: Monthly Waste Collection - December 2023
12/22/2023	LOOPNET INC	\$128.50	SAA: Online SAA Realty Listing Company
12/22/2023	VERIZONWRLSS RTCCR VB	\$1,497.16	SAA/FBO: Monthly Mobile Service - November 2023
12/22/2023	WAWA 5370	\$43.91	FBO: Fuel Purchased for Courtesy Vehicle
12/22/2023	WAWA 5373	\$51.67	SAA: Fuel for Operations Vehicle
12/26/2023	AMZN Mktp US XZ22D7Y33	\$31.77	SAA: Item returned-Refunded
12/27/2023	LUXEPRINTS	\$636.80	SAA: Terminal Building Art
12/28/2023	NIC - FDLE CCHINET	\$25.00	FBO: Pre-Employment Background Check for New Hire
12/28/2023	NIC - FDLE CCHINET	\$25.00	FBO: Pre-Employment Background Check for New Hire
12/28/2023	WAWA 5370	\$72.00	SAA/FBO: Fuel for Maintenance Truck
12/28/2023	WWW.SENTRYLINK.COM	\$19.95	FBO: Pre-Employment Background Check for New Hire
12/29/2023	CENTRAL FLORIDA TIRE TERM	\$619.03	FBO: APBR Fuel Truck New Tire Purchase
12/29/2023	NAPA AUTO PARTS SEBRING	\$12.94	SAA: Belt for Air Compressor
12/29/2023	WAWA 5373	\$42.53	SAA: Fuel for Operations Vehicle
12/30/2023	AMZN Mktp US DW59X8A63	\$55.99	FBO: Baby Changing Station Stationary Liners
1/2/2024	AMZN Mktp US 8F63F2ZS3	\$89.99	SAA: Ratchet Straps for Hurricane Prep
1/2/2024	NIC - FDLE CCHINET	\$25.00	SAA: Pre-Employment Background Check for New Hire
1/2/2024	SP SRQCOFFEE.COM	\$98.40	SAA/FBO: Coffee Replenishment
1/3/2024	AMZN Mktp US 211V90653	\$9.99	FBO: Stainless Steel Coffee Cleaner Brush
1/3/2024	APEX OFFICE PRODUCTS INC	\$219.53	SAA: Office Supplies (Banker Boxes, staples, stapler, copy paper
1/3/2024	CFX VES WEBSITE	\$6.24	SAA: Out-of-town Tolls

Total Due: \$11,535.52

Accounts Payable Aged Invoice Report
 Open Invoices - Aged by Invoice Date - As of 1/12/2024
 Sebring Airport Authority (SAA)

Vendor No./ Invoice No.	Invoice Date	Due Date	Invoice Balance	Current	30 Days	60 Days	90 Days	120 Days	
A&ESERV Air & Electrical Services, Inc									
3613-146281	12/31/2023	1/30/2024	1,127.85	1,127.85	0.00	0.00	0.00	0.00	SAA: Electrical Repairs Done to Bldg. 22 During Roof Repairs
Vendor A&ESERV Totals:			<u>1,127.85</u>	<u>1,127.85</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
ADVANC Advanced Roofing, Inc.									
OFG0165332	1/9/2024	2/8/2024	3,500.00	3,500.00	0.00	0.00	0.00	0.00	SAA: Annual Terminal Bldg. Inspection, Repairs, & Maintenance Performed Per Contract
Vendor ADVANC Totals:			<u>3,500.00</u>	<u>3,500.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
ALLIED Universal Protection Service, LLC									
15202244	12/31/2023	1/30/2024	14,275.75	14,275.75	0.00	0.00	0.00	0.00	SAA: December 2023 Security Service
Vendor ALLIED Totals:			<u>14,275.75</u>	<u>14,275.75</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
ATKINS Atkins North America, Inc.									
2009020 ADI	12/31/2023	1/30/2024	3,823.75	3,823.75	0.00	0.00	0.00	0.00	SAA: December 2023 Airfield Drainage Improvements
2009020 AR	12/31/2023	1/30/2024	24,359.09	24,359.09	0.00	0.00	0.00	0.00	SAA: December 2023 Apron Rehabilitation - Grant Reimbursed
2009020 BR	12/31/2023	1/30/2024	13,219.96	13,219.96	0.00	0.00	0.00	0.00	SAA: December 2023 Bldg. 22 Re-Roof
2009020 CC	12/31/2023	1/30/2024	3,540.00	3,540.00	0.00	0.00	0.00	0.00	SAA: December 2023 Land Acq. 2 - Grant Reimbursed (Canal Clearing)
2009020 FDG	12/31/2023	1/30/2024	603.75	603.75	0.00	0.00	0.00	0.00	SAA: December 2023 FAA DBE Goals
2009020 OC	12/31/2023	1/30/2024	4,635.00	4,635.00	0.00	0.00	0.00	0.00	SAA: December 2023 General On-Call Services
Vendor ATKINS Totals:			<u>50,181.55</u>	<u>50,181.55</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
AVCON Avcon, Inc.									
126507HML	12/31/2023	1/30/2024	9,004.27	9,004.27	0.00	0.00	0.00	0.00	SAA: December 2023 High Mast Lighting
Vendor AVCON Totals:			<u>9,004.27</u>	<u>9,004.27</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
BEVO BEVO Security Solutions									
1089	12/1/2023	12/31/2023	3,202.50	0.00	3,202.50	0.00	0.00	0.00	SAA: December Maintenance on Gates - Twice a year Maintenance per Contract
1092	1/9/2024	2/8/2024	5,915.00	5,915.00	0.00	0.00	0.00	0.00	SAA: Initial Site Visit to Inspect and Replace Items that are Required for the Gates to Operate Efficiently
Vendor BEVO Totals:			<u>9,117.50</u>	<u>5,915.00</u>	<u>3,202.50</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 1/12/2024
Sebring Airport Authority (SAA)

Vendor No./ Invoice No.	Invoice Date	Due Date	Invoice Balance	Current	30 Days	60 Days	90 Days	120 Days	
BRYANT Bryant Miller Olive P.A.									
82486	12/31/2023	1/30/2024	4,194.61	4,194.61	0.00	0.00	0.00	0.00	SAA: December 2023 Legal Services Re: Stormwater
Vendor BRYANT Totals:			<u>4,194.61</u>	<u>4,194.61</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
CINTAS Cintas									
4178423768	12/28/2023	1/27/2024	515.39	515.39	0.00	0.00	0.00	0.00	SAA/FBO: Bi-Weekly Svc; Mats, Air Fresheners, Soap/GermX, and Uniforms
4179134674	1/4/2024	2/3/2024	207.68	207.68	0.00	0.00	0.00	0.00	SAA/FBO: Weekly Svc; Mats, Air Fresheners and Uniforms
Vendor CINTAS Totals:			<u>723.07</u>	<u>723.07</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
CIVILSU CivilSurv Design Group, Inc.									
442-001001-19	12/31/2023	1/30/2024	3,715.00	3,715.00	0.00	0.00	0.00	0.00	SAA: Professional Svcs. for Webster Turn Drive Reconstruction
Vendor CIVILSU Totals:			<u>3,715.00</u>	<u>3,715.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
CLIFTON CliftonLarsonAllen									
L241005039	1/1/2024	1/31/2024	180.60	180.60	0.00	0.00	0.00	0.00	SAA: GASB 87 & 96 Consulting Svcs
L241005237	1/1/2024	1/31/2024	15,225.00	15,225.00	0.00	0.00	0.00	0.00	SAA: Progress Billing for SAA 2022-2023 Audit
Vendor CLIFTON Totals:			<u>15,405.60</u>	<u>15,405.60</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
COMENER CES Commercial Roofing, LLC									
1002	12/29/2023	1/28/2024	4,440.00	4,440.00	0.00	0.00	0.00	0.00	SAA: Annual Roof Maintenance on Bldg. 60
861	12/18/2023	1/17/2024	4,256.00	4,256.00	0.00	0.00	0.00	0.00	SAA: Repairs to Bldg. 60 - Gutters and Downspouts; Includes Labor and Parts
Vendor COMENER Totals:			<u>8,696.00</u>	<u>8,696.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
DIANARI Diana Ries Designs, Inc.									
14418 DEC 2023	12/31/2023	1/30/2024	758.00	758.00	0.00	0.00	0.00	0.00	SAA: December 2023 Website Updates
Vendor DIANARI Totals:			<u>758.00</u>	<u>758.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
JACKS Jack's Lawn Service									
2354 JAN 2024	1/1/2024	1/31/2024	8,325.00	8,325.00	0.00	0.00	0.00	0.00	SAA: January 2024 Lawn & Landscape Care
Vendor JACKS Totals:			<u>8,325.00</u>	<u>8,325.00</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 1/12/2024
Sebring Airport Authority (SAA)

Vendor No./ Invoice No.	Invoice Date	Due Date	Invoice Balance	Current	30 Days	60 Days	90 Days	120 Days	
NEWSUN The News Sun 00146120	1/4/2024	2/3/2024	120.30	120.30	0.00	0.00	0.00	0.00	SAA: Notice of Special Mtg - Public Notice of Conflict Assessment Meeting
300240079	12/31/2023	1/30/2024	600.00	600.00	0.00	0.00	0.00	0.00	SAA: Full Page Color Ad in 2024 Directory
Vendor NEWSUN Totals:			<u>720.30</u>	<u>720.30</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
PEACE Peace River Electric Co-Op JAN 2024 #3001	1/1/2024	1/31/2024	200.00	200.00	0.00	0.00	0.00	0.00	SAA: Electricity at the Avon Park Bombing Range
Vendor PEACE Totals:			<u>200.00</u>	<u>200.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
SECAAA SoutheastChapter Amer Asso Air 2024 DUES	1/1/2024	1/1/2024	35.00	35.00	0.00	0.00	0.00	0.00	SAA: 2024 Membership Dues for American Assoc. Airports
Vendor SECAAA Totals:			<u>35.00</u>	<u>35.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
SHUTTS Shutts & Bowen, LLP 1850817ESTONE	12/31/2023	1/30/2024	3,998.00	3,998.00	0.00	0.00	0.00	0.00	SAA: Dec 2023 Legal Svc; E-Stone Creditor's Rights
Vendor SHUTTS Totals:			<u>3,998.00</u>	<u>3,998.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
SWK SWK Technologies, Inc. JANUARY 2024	1/9/2024	1/9/2024	475.00	475.00	0.00	0.00	0.00	0.00	SAA: Monthly Fee for Sage 100 Secure Cloud Services
Vendor SWK Totals:			<u>475.00</u>	<u>475.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
TECHHOU TechHouse:Intergrated TEO-105-1059394-220	1/8/2024	1/15/2024	236.25	236.25	0.00	0.00	0.00	0.00	SAA/FBO: General IT Support; issues with Adobe, Printers, Move FBO Files, Setup New Employee
Vendor TECHHOU Totals:			<u>236.25</u>	<u>236.25</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
TUTTLE Tuttle-Armfield-Wagner Appraisal & Research, Inc. CM23-0907	12/31/2023	1/31/2024	1,500.00	1,500.00	0.00	0.00	0.00	0.00	SAA: Professional Services; Insurance Appraisal for Reconstruction Cost of EAA Hangar Bldg.
Vendor TUTTLE Totals:			<u>1,500.00</u>	<u>1,500.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
Report Totals:			<u>136,188.75</u>	<u>132,986.25</u>	<u>3,202.50</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	

Accounts Payable Aged Invoice Report
Sorted by Vendor Number
Open Invoices - Aged by Invoice Date - As of 1/12/2024
Sebring Airport Authority (FBO)

Vendor No./ Invoice No.	Invoice Date	Due Date	Invoice Balance	Current	30 Days	60 Days	90 Days	120 Days	
ASCENT Ascent Aviation Group									
987073	12/15/2023	2/1/2024	23,858.95	23,858.95	0.00	0.00	0.00	0.00	FBO: Jet-A Fuel at APBR
988893	12/31/2023	1/15/2024	24,916.43	24,916.43	0.00	0.00	0.00	0.00	FBO: Jet - A Fuel at KSEF
S045171	1/1/2024	1/21/2024	297.50	297.50	0.00	0.00	0.00	0.00	FBO: TFBO Software for 5 Users
Vendor ASCENT Totals:			<u>49,072.88</u>	<u>49,072.88</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
Report Totals:			<u><u>49,072.88</u></u>	<u><u>49,072.88</u></u>	<u><u>0.00</u></u>	<u><u>0.00</u></u>	<u><u>0.00</u></u>	<u><u>0.00</u></u>	

Sebring Airport Authority Agenda Item Summary

Meeting Date: January 18, 2024

Presenter: Mike Willingham

Agenda Item: Rexair Aviation, LLC – Administration Space Lease Agreement

Background: Rexair Aviation, LLC desire to occupy Conference Room #341, Office #340, and approximately 2,527 square feet of open Administration Space to conduct flight training instruction activities.

Year 1: \$4,590.50 per month

Year 2: CPI or 5% whichever is greater

Year 3: CPI or 5% whichever is greater

Options: Two (2) additional one (1) year terms

Tenant To Pay:

Common Area Fee: \$100.00

Ad Valorem tax monthly

5% Fire/Security assessment monthly

Florida Sales Tax

Requested Motion: Move to approve.

Board Action:

Approved X

Denied

Tabled

**SEBRING AIRPORT AUTHORITY
ADMINISTRATION SPACE LEASE**

THIS LEASE AGREEMENT is made and entered into this 18th day of Jan, 2024, by and between the **SEBRING AIRPORT AUTHORITY**, a body politic and corporate of the State of Florida (herein called "LANDLORD") and **REXAIR AVIATION, LLC**, a Florida limited liability company (herein called "TENANT").

WITNESSETH:

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

WHEREAS, LANDLORD has agreed to lease space in the administration office in the Center to TENANT, 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 Agreement shall be for one (1) year, commencing on the 1st day of March, 2024 and ending on the 28th day of February, 2025.

2. **PROPERTY.** The property subject to this Agreement is:

(1) Conference Room #341; (2) Special Project Office #340; and (3) approximately 2,527 square feet of open space, which is composed of Open Areas 347 and 348, Admin Assit 344, Project Manager 345, and Project Admin Area 346, as depicted on Exhibit "A" attached hereto located at 128 Authority Lane at the Sebring Regional Airport (herein called the "Premises"). TENANT will provide all furniture, fixtures and equipment including internet to conduct its business. The Lease includes the right of TENANT's patrons and employees to utilize the parking, gallery and restroom facilities that are currently available to the general public. LANDLORD reserves the right to designate where TENANT's employees shall park, which currently shall be on the north side of the Center. The Lease also includes the right of TENANT's employees to utilize the break room and the right of TENANT to utilize the Center's board room with prior scheduling and authorization of LANDLORD.

3. **USE.** The Premises are to be used by the TENANT for the sole purpose of its business office. TENANT will make no unlawful, improper, or offensive use of the Premises.

4. **OPTION TO RENEW.** LANDLORD hereby grants to TENANT an option to renew this Lease for two (2) additional terms of one (1) year, upon the same terms and conditions hereunder except that each option period shall commence at the expiration of the preceding term of this Lease and the 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 5% whichever is greater, to establish the rent for the succeeding lease term. At no time will the rent decrease. Said option shall be exercised by TENANT's delivery of notice thereof to LANDLORD, in writing, not less than Three (3) months prior to the end of the preceding term, if at all, and shall be effective only if TENANT is not in default under this Lease.

5. **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.

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

7. **ADVERTISING.** TENANT may reproduce a rendering of the Center on TENANT'S advertising pieces and letterhead upon approval of such rendering and use by LANDLORD, which approval will not be unreasonably withheld.

8. **RENT.** TENANT hereby agrees to pay monthly rent of \$4,590.50 for Premises, including electricity and reasonable garbage disposal, to LANDLORD, together with a 5% fire/security charge, ad valorem tax that may be assessed by virtue of this lease, the charges set forth in paragraph 13, and any sales or use taxes thereon, in advance, on or before the first day of each month during the term of this Lease. TENANT has paid to LANDLORD a security deposit in the amount of \$4,590.50 upon the execution of this lease, which deposit shall not bear interest but shall be returned to TENANT upon termination of this lease so long as there is no rent left unpaid and no damage to the Premises and TENANT returns all copies of the keys to the Premises. Each lost key shall incur a \$50.00 re-key fee.

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

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

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

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

A. Specifically recognize and insure the contractual liability assumed by TENANT under this Agreement;

B. Provide that TENANT'S insurance shall be primary to and non-contributory with any and all insurance maintained by or afforded to LANDLORD and its affiliated and subsidiary companies, and their respective officers, directors, shareholders, employees and agents;

C. Provide that no cancellation or non-renewal will become effective except upon thirty (30) days prior written notice to LANDLORD;

D. Specifically waive insurers' rights of subrogation against LANDLORD; and

E. Should TENANT'S policies provide a limit of liability in excess of such Amounts, LANDLORD shall have the right of the benefit to the full extent of the coverage available.

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

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

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

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

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

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

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

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

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

13. **MAINTENANCE AND CLEANING.** LANDLORD will be responsible for the maintenance of the Center and TENANT will contribute \$100.00 per month to the common area maintenance, which

amount will be paid with the rent each month. TENANT shall be responsible for cleaning of the Premises, at TENANT's expense.

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

15. **REMOVAL OF PERSONAL PROPERTY UPON TERMINATION.** Upon termination of this Agreement, provided all monies due LANDLORD have been paid, TENANT shall have the right and responsibility to remove all of its personal property, including 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.

16. **ABANDONMENT OF PREMISES BY TENANT.** In case TENANT shall abandon said Premises, or any part thereof, during the term of this Agreement, LANDLORD may, at its option, without notice, relet said Premises, or any part thereof, on such terms and for such rent as it may deem expedient or proper unless TENANT has terminated the lease pursuant to paragraph 5 above. 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.

17. **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.

18. **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.

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

20. **SUBORDINATION.** This Lease Agreement shall be subordinate to the provisions of any existing or future agreement between LANDLORD and the United States of America relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for development of Sebring Regional Airport. This lease and all provisions hereof are also subject and subordinate to the terms and conditions of the instruments and documents under which the LANDLORD acquired the subject property from the 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 Sebring Regional Airport. Except to the extent required for the performance of the obligations of TENANT in this Lease Agreement, nothing contained in this Lease Agreement shall grant TENANT any rights whatsoever in the airspace above the Premises, other than those rights which are subject to Federal Aviation Administration orders, regulations or advisory circulars currently or subsequently effective.

21. **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 arrest nor conviction of any misdemeanor and a copy of said background check shall be provided to LANDLORD.

22. **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.

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

24. **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.

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

Rexair Aviation, LLC
304 Citation Point
Naples, FL 34104
Keith West 239-649-8822
keith.west@rexair.net

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

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

26. **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.

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

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

29. **CLEANLINESS AND SAFETY.** TENANT agrees to keep the Premises in a clean, safe and sanitary condition, and to abide by all reasonable safety and fire regulations prescribed by LANDLORD, which are communicated to TENANT in writing.

30. **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, his agents, employees, guests, or invitees on or about or adjacent to the premises.

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

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

33. **RACES.** 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 at the Sebring Regional Airport and Industrial Park. This industry has in the past and will in the future result in occasional denial to the TENANT and others to unrestricted access to certain portions of the Airport and Industrial Park, and may therefore inconvenience TENANT. The LANDLORD will render its best efforts to economically alleviate any adverse impact on the TENANT of these activities. Such inconveniences shall not be a default under this Lease. TENANT also acknowledges that the tests, races, events, preparation, clean-up and other track use will produce significant noise which will not be a default under this Lease. LANDLORD reserves the right to designate the access road or roads to be used by TENANT during these events.

34. **STATE AND FEDERAL GOVERNMENT.** The parties specifically understand and agree that some of the improvements within the Sebring Regional Airport are funded in whole or in part by grants from USDA Rural Development, and other agencies of the State and Federal Government. TENANT

agrees to comply with all state and federal laws and rules upon which the grants are conditioned, particularly those pertaining to employment.

35. 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 on any structures located on the Premises from any source whatsoever. TENANT further covenants to hold the LANDLORD harmless from all claims, demands, damages, fines, costs, cleanup, attorney's fees, and court costs arising from TENANT's discharge (either intentional or accidental) of such matters to the soil, air, water, or waste water treatment facility.

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

37. 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 three (3) days after written Notice of Default from LANDLORD to TENANT;
- B.** An initial failure of TENANT to comply with any obligation imposed upon TENANT by this Lease, other than the obligation to pay money, within thirty (30) days after written Notice of Default from LANDLORD to TENANT. Should the obligation be such that it cannot reasonably be corrected within thirty (30) days, TENANT shall not be in default so long as TENANT is diligently proceeding to comply and the noncompliance does not continue for over ninety (90) days after Notice of Default. A subsequent failure of TENANT to comply with the same obligation shall be a default without any grace period;
- C.** Proceedings under the Bankruptcy Act for bankruptcy 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 officer is not discharged and possession of the property is not restored within thirty (30) days;
- F.** TENANT's interest in the Premises or under this Lease is the subject of a taking or levy under execution, attachment, or other process of law and the action is not canceled or discharged within thirty (30) days after its occurrence;
- G.** TENANT defaults under any other lease or agreement with LANDLORD.

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

- A.** Remove any of TENANT's personal property from the Premises and store the same elsewhere at TENANT's expense without relieving TENANT from any liability or obligation;
- B.** Make the Premises available to another party without liability to TENANT and without

relieving TENANT from any liability or obligation to LANDLORD;

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

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

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

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

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

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

40. **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.

41. **TAXES.** Any taxes (including, without limitation Highlands County ad valorem real property taxes and Florida sales or use taxes) on this Lease, the lease payments or the Premises shall be paid by TENANT when due. Should said taxes be billed to LANDLORD, they shall be considered unpaid additional rent if not paid when due and failure to pay said taxes shall be considered a default hereunder.

42. **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.

43. **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 surface of the Property, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing or taking off from or operating on the airport.

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

44. **SIGNAGE.** All signage of TENANT on display in the Center will be at TENANT's expense, must be of the same style and type as other signage located in the Center 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, TENANT will pay TENANT's prorata share of the cost of maintenance of that sign, based on TENANT's leased area at the Center.

45. **KEYS.** Should TENANT be provided with keys to the exterior doors of the Center, TENANT will control and protect the keys and will be responsible for the cost of re-keying the building if any key provided to TENANT is lost.


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

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


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

WITNESSES:

TENANT: REXAIR AVIATION, LLC, a Florida limited liability company



Printed Name: Jami Olive

By: 
REXAIR AVIATION, LLC
(Corporate Seal)


Printed Name: Colleen Plonsky

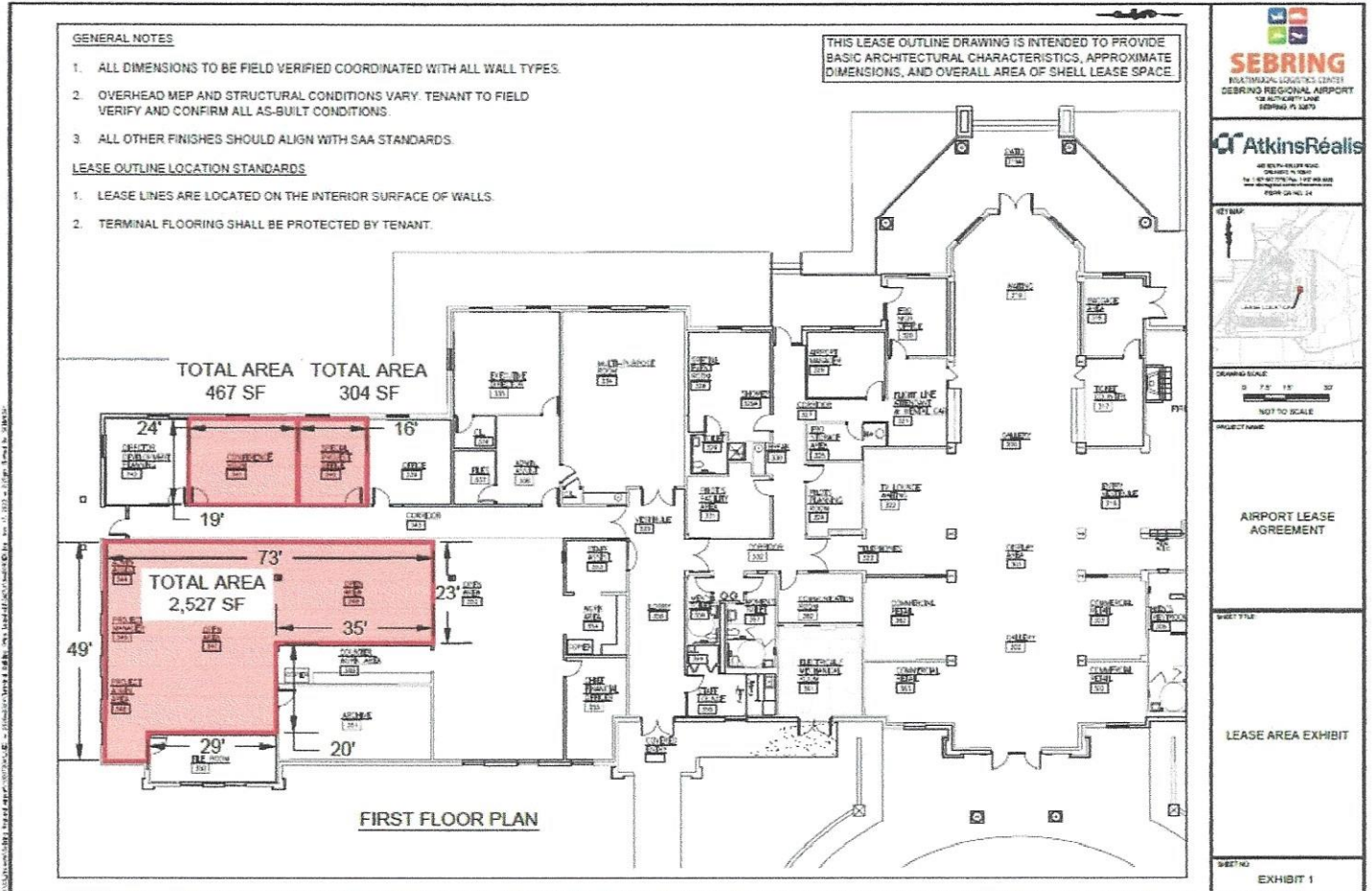
LANDLORD: SEBRING AIRPORT AUTHORITY, a body politic and corporate of the State of Florida


Printed Name: Jami Olive

By: 
 Mike Willingham, Executive Director
 Andrew Bennett, Deputy Director
 Beverly Glarner, Exec. Assistant
(Corporate Seal)


Printed Name: Colleen Plonsky

EXHIBIT "A"



SEBRING
FLORIDA'S AIRPORT AUTHORITY
SEBRING REGIONAL AIRPORT
100 AIRPORT BLVD
SEBRING, FL 32979

AtkinsRéalis
400 BULLOCK ROAD
SUITE 100
SEBRING, FL 32979
PH: 888.888.8888
WWW.ATKINSREALIS.COM

KEYMAP

GRAPHIC SCALE

NOT TO SCALE

PROJECT NAME

AIRPORT LEASE AGREEMENT

SHEET TITLE

LEASE AREA EXHIBIT

SHEET NO.

EXHIBIT 1