

**Sebring Airport Authority
Board Meeting Agenda
October 17, 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>
11/21/2024	1:30pm	SAA/CRA Board Meeting	Hendricks Field Center

2. CONSENT AGENDA

- a) Approve September 2024 Minutes and Invoices

3. MISCELLANEOUS

4. ACTION ITEMS

- a) Lockwood Aircraft Corporation – Building 33 Lease
- b) ATC Tower Pros Contract – 2025 ATC Services Sebring Race
- c) Resolution 24-11 Approving Budget Amendment S24-08
- d) Avcon, Inc – Additional Design and Construction Administration Services for the Terminal High Mast Lighting Project
- e) Bristell Aircraft, LLC Lease – Galleria Spaces #317 and #318

CONTINGENT ACTION ITEMS

- a) Advanced Drainage Systems – Amendment to Lease – Additional Storage Space (month to month)

5. EXECUTIVE DIRECTORS' REPORT

- FBO Report – Andrew Bennett
- Insurance Outlook Bill Wilson Brown and Brown

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, 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 Jami Olive, Sebring Airport Authority at 863-314-1317.

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

**SEBRING AIRPORT AUTHORITY
BOARD MEETING
September 19, 2024**

The Sebring Airport Authority Board of Directors held a scheduled Board Meeting on September 19, 2024, at 1:30 p.m. in person and by telephone-technology conference call. A quorum was met with the following in attendance:

Pete McDevitt	-	Chairman
Stanley Wells	-	Vice Chairman
Carl Cool	-	Assistant Secretary
Mark Andrews	-	Board Member
Jason Dunkel	-	Board Member
D. Craig Johnson	-	Board Member (by Teams Only, late arrival)

Also

Mike Willingham	-	Executive Director
Andrew Bennett	-	Deputy Director
Jami Olive	-	Executive Assistant
Colleen Plonsky	-	Director of Finance
Bob Swaine	-	Swaine, Harris & Wohl, P.A.
Heather Meyer	-	AtkinsRéalis
Sarah Beth Murphy	-	Highlands County Economic Development
Eric Menger	-	Hanson Professional Services
Craig Sucich	-	RS&H
Keira Medina	-	Avcon, Inc.
Kevin McCauley	-	AtkinsRéalis (by Teams Only)

1. OPENING ITEMS

- A.** Meeting was called to order at 1:30 p.m. by chairman Pete McDevitt.
- B.** Bob Swaine led the Invocation and led the Pledge.
- C. Roll Call**
Mark Andrews, Carl Cool, Jason Dunkel, Pete McDevitt, and Stanley Wells were present for the meeting. D. Craig Johnson joined by Teams. Terrill Morris was absent.
- D. Announcements**
Pete McDevitt asked if there were any other announcements than the one presented, which was, next board meeting will be held Thursday, October 17th at 1:30pm.

2. CONSENT AGENDA

Approve the Consent Agenda:

There was a motion by Mark Andrews to approve the Consent Agenda with a second by Stanley Wells. The motion was passed unanimously.

3. MISCELLANEOUS

No items were presented.

4. ACTION ITEMS

A. CliftonLarsonAllen LLP – Statement of Work – Assertion Based Examination Services and Audit Services

This item was presented by Julie Fowler of CliftonLarsonAllen LLP. There was a brief discussion. There was a motion by Carl Cool to approve the item with a second by Stanley Wells. The motion was passed unanimously.

B. RFP 24-03 High Mast Lighting Recommendation for Award & Contract: Trinity Electrical Services, Inc.

This item was presented by Andrew Bennett. There was a motion by Mark Andrews to approve the item with a second by Carl Cool. There was a brief discussion. The motion was passed unanimously.

C. Contract Amendment for Design, Bidding, and Construction Administration Services for the Terminal High Mast Lighting Project with Avcon, Inc.

This item was presented by Andrew Bennett. There was a motion by Mark Andrews to approve the item with a second by Jason Dunkel. There was a brief discussion. The motion was passed unanimously.

D. RFP 24-04 Aircraft Hangar Development: Recommendation to Negotiate with Corle Building Systems, Inc.

This item was presented by Andrew Bennett. There was a brief discussion. There was a motion by Mark Andrews to approve the airport staff to begin negotiations, with a second by Carl Cool. The motion was passed unanimously.

E. Inventory/Asset Removal

This item was presented by Colleen Plonsky. There was a brief discussion. There was a motion by Carl Cool to approve the item with a second by Jason Dunkel. The motion was passed unanimously.

F. Resolution 24-09 Approving Budget Amendment S24-07

This item was presented by Colleen Plonsky. There was a brief discussion. There was a motion by Jason Dunkel to approve the item with a second by Mark Andrews. The motion was passed unanimously.

G. Resolution 24-10 Approving 2024-2025 Budget

This item was presented by Colleen Plonsky. There was a motion by Carl Cool to approve the item with a second by Stanley Wells. The motion was passed unanimously.

CONTINGENT ACTION ITEMS

No contingent action items presented.

5. DIRECTOR REPORT

Mike Willingham presented the Executive Director’s report adding that the airport staff will be doing a presentation to the City Council on November 19th and the Central Florida Regional Planning Council on December the 11th for the Advanced Air Mobility Project and general airport update. He also stated that the airport hosted an event yesterday for the dedication of the mural in the terminal lobby for Colonel Tommy McGuire, with an airport presentation after. A memorandum was distributed to each board member regarding the reporting of Goals and Objectives of the Sebring Airport Authority and the Community Redevelopment Agency per section 189.0694, Florida Statute. A motion was made to adopt the Goals and Objectives presented by Carl Cool with a second by Stanley Wells. The motion was passed unanimously.

Deputy Director Andrew Bennett updated the Board on FBO, staffing, employee training and Range activities. There was a brief discussion in regards to range activities.

6. DIRECTOR’S BUSINESS

No items were presented.

7. CONCERNS OF THE PUBLIC

No items were presented.

8. ADJOURNMENT

Chairman adjourned meeting at 2:01 pm.



Andrew Bennett, Deputy Director

October 17, 2024

Approved by Board

September 2024 Paid List

Date	SAA/FBO - Paid Invoices	Amount	Description
9/3/2024	Air & Electrical Services, Inc	\$2,939.04	SAA: Service Call to Repair Conduit for Runway Strobe Lights
9/3/2024	Ascent Aviation Group	\$21,919.50	FBO: Jet-A Fuel at Sebring
9/3/2024	Bugs Bee-Ware Ext., Inc.	\$920.00	SAA: Bi-Monthly Lawn Care for Terminal Building
9/3/2024	C & C Plumbing, Inc.	\$2,276.26	SAA: Remove and Replace the Water Cooler in Terminal Building Near Employee Restrooms
9/3/2024	Cintas	\$319.44	SAA/FBO: Weekly Service; Mats, Aircare, Soap, GermX, Bathroom Sanis
9/3/2024	Leaf Capital Funding, LLC	\$457.26	SAA/FBO: Lease of Copy Machines
9/3/2024	Rapid Systems	\$638.95	SAA/FBO: August 2024 Monthly Internet for Terminal Building & Control Tower
9/3/2024	Southwood Garage Doors	\$2,150.00	SAA: Installed LiftMaster Commercial Opener; Service Call to Readjust Limits on Bldg. 22 Door
9/3/2024	The Cutting Edge, LLC	\$2,100.00	SAA: Trimming of Oak Trees
9/5/2024	Alan Jay Automotive	\$5,804.55	SAAL Repairs to 2018 Tahoe (Fender, Headlight, Bumper, Door)
9/10/2024	Aaron's Carts Plus Inc.	\$186.49	SAA: Purchased 12 Volt Battery for Golf Cart
9/10/2024	All About Lawns, Inc.	\$15,400.00	SAA: Landscape at Building 906 Removed and Replaced, Plants, Mulch, Irrigation; Tenant to Reimburse
9/10/2024	Cintas	\$516.41	SAA/FBO: Weekly Service; Mats, Aircare, Soap, GermX, Bathroom Sanis
9/10/2024	Cintas	\$122.00	SAA/FBO: Monthly Agreement for AED System
9/10/2024	CliftonLarsonAllen	\$335.42	SAA: Monthly Lease & SBITA Software Fees
9/10/2024	Copy Life Inc	\$333.46	SAA/FBO: September 2024 Copies
9/10/2024	CrawfordTech Government Solutions LLC	\$312.00	SAA/CRA: August 2024 Board Packet ADA Transcripts
9/10/2024	Dan D. Nale	\$3,937.50	SAA: Consulting Services for Advanced Air Mobility Presentation to Highlands County Board of County Commissioners
9/10/2024	Heartland Spring Water, Inc.	\$302.00	SAA/FBO: Monthly Water Delivery Service
9/10/2024	Michael Byrd	\$550.00	SAA: Stripped and Waxed Floors at Runway Café, Includes Labor and Materials
9/10/2024	Paul C Valladares Jr	\$540.00	SAA: September 2024 Plant Services
9/11/2024	SWK Technologies, Inc.	\$475.00	SAA: Monthly Fee for Sage 100 Secure Cloud Services
9/17/2024	Air & Electrical Services, Inc	\$562.61	SAA: Service Call Replace Light at the Tower/ Repair to Air Conditioner Drain Pan at Tecnam Bldg. 22
9/17/2024	Big Messages LLC	\$169.32	SAA/FBO: Monthly After Hours Telephone Answering Service
9/17/2024	Bugs Bee-Ware Ext., Inc.	\$275.00	SAA: Plant & Shrub Care for Terminal Building, Buildings 103 & 104
9/17/2024	Cintas	\$319.44	SAA/FBO: Weekly Service; Mats, Aircare, Soap, GermX, Bathroom Sanis
9/17/2024	Heacock Insurance Group, Inc.	\$500.00	SAA: Continuous Foreign Trade Zone Bond
9/17/2024	Long's Air Conditioning, Inc.	\$650.00	SAA: Repaired Leaking AC Unit at Runway Café
9/17/2024	Luis A. Pratts	\$300.00	SAA/FBO: Reimbursement for Safety & Qualifications Course
9/17/2024	Reed Appraisal Company	\$3,350.00	SAA: Appraisal Reports for Carroll Shelby Road, US98 and Haywood Taylor Blvd
9/17/2024	RW Summers Railroad Contr.,Inc	\$1,356.00	SAA: Quarter 3 Track Inspection for Rail
9/17/2024	Swift Fuels, LLC	\$13,225.77	FBO: UL94 AvGas at Sebring
9/17/2024	TechHouse:Intergrated	\$155.00	SAA: General IT Support - Microsoft Office Login Issue
9/24/2024	American Assoc. of AirportExec	\$275.00	SAA: Membership Dues to the American Association of Airport Executives
9/24/2024	Avcon, Inc.	\$8,806.50	SAA: August 2024 General On-Call Services
9/24/2024	Ben Few & Company, LLC	\$18,000.00	SAA: Property & Casualty Insurance Request for Proposal/Risk Management Consulting
9/24/2024	Bio-Tech Consulting Inc.	\$4,393.33	SAA: Bi-Monthly Waterway Weed Control; General Ditch Spraying
9/24/2024	BOS of Florida, Inc.	\$3,916.50	SAA: Administration Area Conference Table, 5 Filing Cabinets with Laminate Top
9/24/2024	CAMP Software Inc.	\$297.50	FBO: TFBO Software for 5 Users
9/24/2024	Cintas	\$319.44	SAA/FBO: Weekly Service; Mats, Aircare, Soap, GermX, Bathroom Sanis
9/24/2024	Coastal MRO	\$50.50	SAA: Random Drug Screening for Employee
9/24/2024	Craig D Curtis	\$142.50	SAA: Made 41 T-Hangar Key Copies
9/24/2024	Delaney Fence Co Inc	\$6,880.00	SAA: Repaired Bottom of Chain-link Fence Where Damaged to Prevent Potential Animal Access
9/24/2024	Pitney Bowes Global Financial	\$192.75	SAA: Quarterly Lease of Postage Machine
9/24/2024	RW Summers Railroad Contr.,Inc	\$1,125.50	SAA: Service Call - Repairs to Swindle for Rail
9/24/2024	TechHouse:Intergrated	\$1,222.50	SAA/FBO: General IT Support - Investigate Device Non-Compliance with Programs, Desktop Sign In Issue

September 2024 Paid List

Date	SAA/FBO - Paid Invoices	Amount	Description
9/24/2024	The News Sun	\$544.10	SAA: Notice to Bidders; Bid 24-05 Lawn & Landscape Maintenance Services
9/24/2024	Universal Protection Service, LLC	\$16,643.85	SAA: August 2024 Security Services
9/27/2024	Petty Cash Reimbursement	\$211.51	SAA: Petty Cash Reimbursement for End of Fiscal Year 2023-2024
	Total Paid:	<u>\$146,419.90</u>	

September 2024 P-Card List

Purchase Date	Vendor Name	Amount	Description
8/13/2024	MARRIOTT TB ISLE MIAMI	(\$55.44)	SAA: Refund of Sales Tax for Hotel from Florida Airports Council Conference
9/4/2024	NIS SUPPLY	\$472.68	FBO: Spill Kit Refill and Spill Kit Covers
9/4/2024	TRTAX&ACTGPROFESSIONAL	\$170.00	SAA: Tech Support Fixed Asset Software
9/4/2024	WAWA 5370	\$51.45	SAA: Fuel in Operations Vehicle
9/5/2024	AMAZON MKTPL ZT5GU80N0	\$30.96	FBO: Rechargeable Lights for Display Cabinets at Front Desk
9/5/2024	CIRCLE K 07515	\$72.00	FBO: Fuel for Courtesy Vehicle
9/5/2024	Harman/JBL/AKG/INF	\$599.90	SAA: Portable Speaker System with Wireless Microphones
9/5/2024	SFSC STATE COLLEGE MAIN	\$1,295.00	SAA: Admission Fee for Leadership Highlands Program
9/5/2024	TST COUNTRY CLUB OF SEBR	\$76.44	SAA: Lunch Meeting with Advanced Air Mobility Consultant
9/6/2024	AMAZON MKTPL ZT60H7VD1	\$9.88	FBO: Coffee Station Replenishment (Crystal Light)
9/6/2024	Amazon.com ZT5NM7MV0	\$280.79	FBO: Cleaning Supplies
9/6/2024	CIRCLE K 07515	\$65.01	SAA: Fuel for Maintenance Truck
9/6/2024	IN EBRIDGE, INC	\$175.00	SAA: Monthly Fee for Record Retention
9/6/2024	INN ON THE LAKES	\$244.00	SAA: Lodging for Dan Nale - AAM Presentation to HCOCC
9/6/2024	THE HOME DEPOT #6340	\$99.35	SAA: Asphalt Patch
9/6/2024	TRIANGLE HARDWARE	\$255.92	FBO: Fuel Farm Fuel Tank Paint Project
9/6/2024	WAWA 5370	\$54.80	FBO: Fuel in Courtesy Vehicle
9/6/2024	WM SUPERCENTER #666	\$74.72	FBO: Courtesy Drinks Water Bottles and Gatorade
9/8/2024	AMAZON MARK ZT9822UY0	\$15.19	SAA: Wireless Charging Unit for Earbuds Phone
9/9/2024	ADOBE ADOBE	\$239.90	SAA: Monthly Software Subscription
9/9/2024	AMAZON MARK ZT0U38U01	\$32.99	FBO: Keyboard Cleaner Air Spray (6)
9/10/2024	AMAZON MARK JW8XP0L13	\$15.48	SAA: Office Supplies (Pens and Sharpies)
9/10/2024	AMAZON MARK Z81MH5O41	\$277.99	SAA: Keyed Alike Locks for Perimeter Gates
9/10/2024	FSP QT PETROLEUM ON DEMAN	\$1,675.00	FBO: Annual Service Agreement and Cellular Data Fee for Self-Servi
9/10/2024	SPRAY AND PRAY RELOADIN	\$441.00	FBO/SAA: Wildlife Training for FBO and Maintenance Staff
9/11/2024	AMAZON MKTPL O64HM93Y3	\$23.99	FBO: Linemen Work Shirts
9/11/2024	AMZN Mktp US Q80TM5FY3	\$125.63	SAA/FBO: Auto Air Fresheners Refill Sprays
9/11/2024	MARATHON PETRO242701CITGO	\$64.47	FBO: Fuel for Courtesy Vehicle
9/11/2024	SRQCOFFEE.COM	\$104.54	SAA/FBO: Restock of Complementary Coffee
9/13/2024	CIRCLE K 07515	\$75.00	SAA: Fuel for Maintenance Truck
9/13/2024	WAWA 5373	\$51.38	SAA: Fuel in Operations Vehicle
9/14/2024	AMAZON MARK UT5QO0VB3	\$48.77	FBO: Coffee Station Replenishment (Hot Chocolate, Crystal Light)
9/14/2024	TRTAX&ACTGPROFESSIONAL	\$306.00	SAA: Monthly Subscription Fixed Asset Software
9/16/2024	AMAZON MKTPL FZ8L78SB3	\$78.28	SAA: Supplies for Major McGuire Dedication Ceremony (Napkins, Plates, Forks, etc.)
9/16/2024	AMAZON MKTPL L323V89G3	\$331.40	SAA: Office Supplies & Organizers for Accounting Department
9/16/2024	AMAZON RETA 979VL1B63	\$37.96	FBO: Linetech Cooling Supplies for Summer
9/16/2024	TAYLOR RENTAL	\$87.00	SAA: Rental of Chairs for Major McGuire Dedication Ceremony
9/17/2024	AMAZON MKTPL RU4G505K3	\$272.22	FBO: Undershirts for FBO Linemen
9/17/2024	AMAZON RETA AZ38O5F73	\$19.99	SAA: Office Supplies - Binder for 24-25 Payroll
9/17/2024	AMZN Mktp US HK2168613	\$97.50	SAA: Replacement Belts for AC Units
9/17/2024	EXXON LAMOSS INC.	\$41.00	FBO: Fuel in Courtesy Vehicle
9/17/2024	SAFELITE E-COMMERCE	\$261.17	FBO/SAA: Courtesy Vehicle Windshield Repair
9/17/2024	SUNPASS ACC101918194	\$8.22	SAA: Out of Town Tolls Paid
9/17/2024	SUNPASS ACC122820104	\$11.17	SAA: Out of Town Tolls Paid
9/17/2024	TRIANGLE HARDWARE	\$49.42	FBO/SAA: Copies of Keys for Hangars
9/17/2024	WAWA 5370	\$35.63	FBO: Fuel for Courtesy Vehicle
9/18/2024	AIRCRAFT & PILOT ASSN	\$89.00	SAA: Membership Dues for Aircraft Owners and Pilots Association
9/19/2024	AMAZON MKTPL YF1639DN3	\$102.58	SAA/FBO: Dry Stock Paper Towels; Coffee Station Replenishment
9/20/2024	AMAZON MKTPL SB6BI5D13	\$19.99	FBO: Cleaning Supplies
9/20/2024	CIRCLE K 07515	\$71.01	FBO: Fuel in Courtesy Vehicle
9/20/2024	CIRCLE K 07515	\$85.00	SAA: Fuel for Maintenance Truck

September 2024 P-Card List

Purchase Date	Vendor Name	Amount	Description
9/20/2024	HICKS OIL CO INC	\$20.00	FBO: Fuel Measurement Sticks for Fuel Tanks
9/20/2024	PANERA BREAD #601259 O	\$132.90	SAA: Luncheon with Atkinsrealis to Discuss Ongoing Projects
9/21/2024	WAWA 5373	\$44.49	SAA: Fuel in Operations Vehicle
9/22/2024	AMAZON MKTPL E28Q95OE3	\$39.98	SAA: Utensils for Staff Kitchen Employee Use
9/22/2024	Amazon.com IO9GI81C3	\$23.94	FBO/SAA: Vehicle Windshield Cleaner for Courtesy Vehicles
9/22/2024	LOOPNET INC	\$128.50	SAA: Online SAA Realty Listing Company
9/23/2024	2116 - FIS OUTDOOR	\$9.25	SAA: Irrigation Parts for Terminal Building Repairs
9/23/2024	NAPA AUTO PARTS SEBRING	\$27.98	FBO: 5000-3 Headlights
9/24/2024	AMZN Mktp US 637KT81X3	\$136.52	SAA: Traps for Wildlife Hazard Management
9/24/2024	EXXON LAMOSS INC.	\$49.58	FBO: Fuel in Courtesy Vehicle
9/24/2024	MYFLORIDACOUNTY.COM	\$54.34	SAA: Recorded Bonds for High Mast Lighting Project
9/24/2024	VBS VONAGE BUSINESS	\$425.76	SAA/FBO: Monthly Phone Service
9/25/2024	WCI SEBRING HAULING	\$1,191.20	SAA/FBO: Monthly Waste Collection Service
9/26/2024	SUNPASS ACC126194927	\$6.77	SAA: Out-of-town Tolls Paid
9/26/2024	VERIZONWRLSS RTCCR VB	\$196.67	SAA: Monthly Mobile Service September 2024
9/26/2024	VERIZONWRLSS RTCCR VB	\$1,254.72	SAA/FBO: Monthly Mobile Service September 2024
9/26/2024	WAWA 5373	\$49.87	SAA: Fuel in Operations Vehicle
9/27/2024	RACEWAY 994 53609947	\$74.00	SAA: Fuel for Maintenance Truck
9/29/2024	AMAZON MKTPL EN4B01UU3	\$9.99	FBO: Multi Charging Cable for Pilot's Lounge
9/29/2024	AMZN Mktp US YO6DW0M93	\$30.99	FBO: Coffee Station Replenishment (Half & Half)
9/29/2024	Mailchimp	\$26.50	SAA: Email Marketing Tool
9/30/2024	Amazon.com LQ9RT2QT3	\$9.00	SAA: Bait for Wildlife Traps
9/30/2024	AMZN Mktp US BW38E4XD3	\$76.66	FBO: Coffee Station Replenishment (Coffee Creamer)
10/1/2024	EXXON LAMOSS INC.	\$36.00	FBO: Fuel in Courtesy Vehicle
10/2/2024	CIRCLE K 07515	\$47.62	FBO: Fuel in Courtesy Vehicle
10/2/2024	CIRCLE K 07515	\$48.68	FBO: Fuel in Courtesy Vehicle
10/2/2024	TST AVOCADO GRILL - WPB	\$115.57	SAA: Out-of-Town Travel Management Team
10/2/2024	UNITED PARKING SYSTEMS	\$16.00	SAA: Parking Fee for Operations Vehicle
10/3/2024	GOOGLE YouTube TV	\$82.89	SAA: Monthly Subscription for Terminal Bldg. Waiting Area
10/3/2024	TRTAX&ACTGPROFESSIONAL	\$155.00	SAA: Annual Renewal User Access Fixed Asset Software
10/3/2024	TRTAX&ACTGPROFESSIONAL	\$380.00	SAA: Annual Renewal Fixed Asset Software

Total Due: \$14,069.70

Accounts Payable Aged Invoice Report
 Open Invoices - Aged by Invoice Date - As of 10/11/2024
 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									
1592-548243	10/4/2024	10/28/2024	\$594.03	\$594.03	\$0.00	\$0.00	\$0.00	\$0.00	SAA: Service Call; Building 22 - A/C Leaking/Clogged - Cleared Drain Line for Upstairs Unit.; Added Insulation to Trunk Line Where Metal Dampers are, Sealed with Mastic.
Vendor A&ESERV Totals:			<u>\$594.03</u>	<u>\$594.03</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	
ALLIED Universal Protection Service, LLC									
16220437	9/30/2024	10/30/2024	\$13,100.10	\$13,100.10	\$0.00	\$0.00	\$0.00	\$0.00	SAA: September 2024 Security Service
Vendor ALLIED Totals:			<u>\$13,100.10</u>	<u>\$13,100.10</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	
ATKINS Atkins North America, Inc.									
2027269 OC	9/30/2024	10/30/2024	\$44,732.50	\$44,732.50	\$0.00	\$0.00	\$0.00	\$0.00	SAA: September 2024 General On-Call Services
Vendor ATKINS Totals:			<u>\$44,732.50</u>	<u>\$44,732.50</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	
AVCON Avcon, Inc.									
128754 OC	9/30/2024	10/30/2024	\$682.50	\$682.50	\$0.00	\$0.00	\$0.00	\$0.00	SAA: September 2024 General On-Call Services
128788 HML	9/30/2024	10/30/2024	\$1,746.08	\$1,746.08	\$0.00	\$0.00	\$0.00	\$0.00	SAA: September 2024 SEF High Mast Lighting - Grant Reimbursed
Vendor AVCON Totals:			<u>\$2,428.58</u>	<u>\$2,428.58</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	
BRYANT Bryant Miller Olive P.A.									
84482 SLID	9/30/2024	10/30/2024	\$14,844.62	\$14,844.62	\$0.00	\$0.00	\$0.00	\$0.00	SAA: September 2024 Legal Svcs RE: SLID Stormwater Treatment
Vendor BRYANT Totals:			<u>\$14,844.62</u>	<u>\$14,844.62</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	
C&CPLUM C & C Plumbing, Inc.									
1202409027	9/27/2024	10/12/2024	\$1,087.25	\$1,087.25	\$0.00	\$0.00	\$0.00	\$0.00	SAA: Tested & Certified 19 Backflow Preventers; Replaced the Rubber Kit in the 2" Backflow Preventer at the Runway Café; All Backflow Preventers Passed Certification
Vendor C&CPLUM Totals:			<u>\$1,087.25</u>	<u>\$1,087.25</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	
CARRIER Carrier Corporation									
90402274	10/4/2024	11/3/2024	\$3,161.54	\$3,161.54	\$0.00	\$0.00	\$0.00	\$0.00	SAA: Terminal Building - Provide and Replace TXV & Filter Drier on A/C Unit
Vendor CARRIER Totals:			<u>\$3,161.54</u>	<u>\$3,161.54</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	
CINTAS Cintas									
4206339618	9/25/2024	10/25/2024	\$386.73	\$386.73	\$0.00	\$0.00	\$0.00	\$0.00	SAA/FBO: Weekly Svc; Mats, Air Fresheners, Soap/GermX
4207037625	10/2/2024	11/1/2024	\$189.76	\$189.76	\$0.00	\$0.00	\$0.00	\$0.00	SAA/FBO: Weekly Svc; Mats, Air Fresheners, Soap/GermX
Vendor CINTAS Totals:			<u>\$576.49</u>	<u>\$576.49</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	
CLASSIC Classic Asphalt Sealing									
37F	10/3/2024	10/3/2024	\$2,435.00	\$2,435.00	\$0.00	\$0.00	\$0.00	\$0.00	SAA: Seal Coat & Restripe Employee Parking Lot
Vendor CLASSIC Totals:			<u>\$2,435.00</u>	<u>\$2,435.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	
CLIFTON CliftonLarsonAllen									
L241666762	10/3/2024	11/2/2024	\$760.67	\$760.67	\$0.00	\$0.00	\$0.00	\$0.00	SAA: Monthly Lease & SBITA Software Fees for GASB
Vendor CLIFTON Totals:			<u>\$760.67</u>	<u>\$760.67</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	
COPYLIF Copy Life Inc									
SEPTEMBER 2024	9/25/2024	10/5/2024	\$384.76	\$384.76	\$0.00	\$0.00	\$0.00	\$0.00	SAA/FBO: September 2024 Copies
Vendor COPYLIF Totals:			<u>\$384.76</u>	<u>\$384.76</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	
CRAWFOR CrawfordTech Government Solutions LLC									

Accounts Payable Aged Invoice Report
 Open Invoices - Aged by Invoice Date - As of 10/11/2024
 Sebring Airport Authority (SAA)

Vendor No./ Invoice No.	Invoice Date	Due Date	Invoice Balance	Current	30 Days	60 Days	90 Days	120 Days	
INV420652	9/30/2024	10/30/2024	\$700.80	\$700.80	\$0.00	\$0.00	\$0.00	\$0.00	SAA: September 2024 Board Packet Transcript for ADA Compliance
Vendor CRAWFOR Totals:			<u>\$700.80</u>	<u>\$700.80</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	
DIANARI Diana Ries Designs, Inc.									
14575	9/30/2024	9/30/2024	\$1,925.00	\$1,925.00	\$0.00	\$0.00	\$0.00	\$0.00	SAA/CRA: September 2024 Website Updates
Vendor DIANARI Totals:			<u>\$1,925.00</u>	<u>\$1,925.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	
EAF AAIM Employers Association Forum									
00070925	9/26/2024	11/1/2024	\$700.00	\$700.00	\$0.00	\$0.00	\$0.00	\$0.00	SAA: Annual Membership Dues 11.01.24 - 10.31.25
Vendor EAF Totals:			<u>\$700.00</u>	<u>\$700.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	
GERMA Germaine Surveying, Inc									
46724	9/25/2024	10/25/2024	\$8,675.00	\$8,675.00	\$0.00	\$0.00	\$0.00	\$0.00	SAA: Boundary and Topographical Survey - 7391 Haywood Taylor BLVD
Vendor GERMA Totals:			<u>\$8,675.00</u>	<u>\$8,675.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	
JACKS Jack's Lawn Service									
2416 OCTOBER 2024	10/1/2024	10/31/2024	\$8,325.00	\$8,325.00	\$0.00	\$0.00	\$0.00	\$0.00	SAA: October 2024 Lawn and 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>	
LEAF Leaf Capital Funding, LLC									
17192353	9/21/2024	10/16/2024	\$457.26	\$457.26	\$0.00	\$0.00	\$0.00	\$0.00	SAA/FBO: Lease of Copy Machines
Vendor LEAF Totals:			<u>\$457.26</u>	<u>\$457.26</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	
PAULS Paul C Valladares Jr									
OCTOBER 2024	10/1/2024	10/1/2024	\$270.00	\$270.00	\$0.00	\$0.00	\$0.00	\$0.00	SAA/FBO: October 2024 Plant Service
Vendor PAULS Totals:			<u>\$270.00</u>	<u>\$270.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	
PAYCHEX Paychex of New York LLC									
6582819	10/5/2024	10/20/2024	\$120.00	\$120.00	\$0.00	\$0.00	\$0.00	\$0.00	SAA/FBO: October 2024 Monthly Fee for Stratustime - Online Time Keeping Program
Vendor PAYCHEX Totals:			<u>\$120.00</u>	<u>\$120.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	
PITNEY Pitney Bowes Global Financial									
1026131290	9/24/2024	10/24/2024	\$54.55	\$54.55	\$0.00	\$0.00	\$0.00	\$0.00	SAA: Ink Cartridge for Postage Machine
Vendor PITNEY Totals:			<u>\$54.55</u>	<u>\$54.55</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	
QROOF Quality Roofing & Sheet Metal of CFL, LLC									
SEPT 2024 BLD916-919	9/9/2024	9/9/2024	\$2,000.00	\$0.00	\$2,000.00	\$0.00	\$0.00	\$0.00	SAA: Building 916-919 - Turfcare; Inspection of Roofs, Documentation & Estimate of Any Repairs Needed
Vendor QROOF Totals:			<u>\$2,000.00</u>	<u>\$0.00</u>	<u>\$2,000.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	
RAPID Rapid Systems									
631016	9/30/2024	10/15/2024	\$638.95	\$638.95	\$0.00	\$0.00	\$0.00	\$0.00	SAA/FBO: September 2024 Monthly Internet Service
Vendor RAPID Totals:			<u>\$638.95</u>	<u>\$638.95</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	
SHUTTS Shutts & Bowen, LLP									
1935558 STAR	9/30/2024	10/30/2024	\$400.00	\$400.00	\$0.00	\$0.00	\$0.00	\$0.00	SAA: September 2024 Legal Svcs; Star Farms - Grant Reimbursed
1935559 ED	9/30/2024	10/30/2024	\$1,050.00	\$1,050.00	\$0.00	\$0.00	\$0.00	\$0.00	SAA: September 2024 Legal Svcs; Eminent Domain - Haywood Taylor Blvd. - Grant Reimbursed
1935560 ESTONE	9/30/2024	10/30/2024	\$840.00	\$840.00	\$0.00	\$0.00	\$0.00	\$0.00	SAA: September 2024 Legal Svcs; E-Stone Creditor's Rights
Vendor SHUTTS Totals:			<u>\$2,290.00</u>	<u>\$2,290.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	
SWAINE Swaine, Harris & Wohl, P.A.									
15334 OC	8/31/2024	9/30/2024	\$3,415.43	\$0.00	\$3,415.43	\$0.00	\$0.00	\$0.00	SAA: August 2024 General On-Call Services

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 Sebring Airport Authority (SAA)

Vendor No./ Invoice No.	Invoice Date	Due Date	Invoice Balance	Current	30 Days	60 Days	90 Days	120 Days	
15335 SLID	8/31/2024	9/30/2024	\$1,610.00	\$0.00	\$1,610.00	\$0.00	\$0.00	\$0.00	SAA: August 2024 Legal Services - SLID Stormwater/Drainage
15646 SLID	9/30/2024	10/30/2024	\$1,155.00	\$1,155.00	\$0.00	\$0.00	\$0.00	\$0.00	SAA: September 2024 Legal Services - SLID Stormwater/Drainage
15647 OC	9/30/2024	10/30/2024	\$1,627.50	\$1,627.50	\$0.00	\$0.00	\$0.00	\$0.00	SAA: September 2024 General On-Call Services
Vendor SWAINE Totals:			<u>\$7,807.93</u>	<u>\$2,782.50</u>	<u>\$5,025.43</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	
SWK SWK Technologies, Inc.									
IN00006937	10/1/2024	10/2/2024	\$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									
TE9524-280-SEBRI-220	10/7/2024	10/14/2024	\$87.50	\$87.50	\$0.00	\$0.00	\$0.00	\$0.00	SAA: General IT Support - Remote to Check Quarantine Error
Vendor TECHHOU Totals:			<u>\$87.50</u>	<u>\$87.50</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	
Report Totals:			<u><u>\$120,378.61</u></u>	<u><u>\$113,353.18</u></u>	<u><u>\$7,025.43</u></u>	<u><u>\$0.00</u></u>	<u><u>\$0.00</u></u>	<u><u>\$0.00</u></u>	

Accounts Payable Aged Invoice Report
Open Invoices - Aged by Invoice Date - As of 10/11/2024
Sebring Airport Authority (CRA)

Vendor No./ Invoice No.	Invoice Date	Due Date	Invoice Balance	Current	30 Days	60 Days	90 Days	120 Days	
CRAWFOR CrawfordTech Government Solutions LLC									
INV420652	9/30/2024	10/30/2024	\$134.40	\$134.40	\$0.00	\$0.00	\$0.00	\$0.00	CRA: September 2024 Board Packet Transcript for ADA Compliance
Vendor CRAWFOR Totals:			<u>\$134.40</u>	<u>\$134.40</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	
DIANARI Diana Ries Designs, Inc.									
14575	9/30/2024	9/30/2024	\$97.50	\$97.50	\$0.00	\$0.00	\$0.00	\$0.00	SAA/CRA: September 2024 Website Updates
Vendor DIANARI Totals:			<u>\$97.50</u>	<u>\$97.50</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	
Report Totals:			<u><u>\$231.90</u></u>	<u><u>\$231.90</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>	

Accounts Payable Aged Invoice Report
Open Invoices - Aged by Invoice Date - As of 10/11/2024
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									
1053727	9/23/2024	10/13/2024	\$20,528.57	\$20,528.57	\$0.00	\$0.00	\$0.00	\$0.00	FBO: Jet-A Fuel at Sebring
1053731	9/20/2024	10/10/2024	\$970.00	\$970.00	\$0.00	\$0.00	\$0.00	\$0.00	FBO: Drum Container of Jet-A Fuel Additive
1056745	10/3/2024	10/23/2024	\$31,113.07	\$31,113.07	\$0.00	\$0.00	\$0.00	\$0.00	FBO: Jet-A Fuel at Sebring
M313885	10/1/2024	10/11/2024	\$2,846.00	\$2,846.00	\$0.00	\$0.00	\$0.00	\$0.00	FBO: Lease - 5000 Gallon Jet-A Refueler
Vendor ASCENT Totals:			<u>\$55,457.64</u>	<u>\$55,457.64</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	
CAMP CAMP Software Inc.									
CS000472	10/3/2024	10/23/2024	\$297.50	\$297.50	\$0.00	\$0.00	\$0.00	\$0.00	FBO: TFBO Web Software - 5 Users
Vendor CAMP Totals:			<u>\$297.50</u>	<u>\$297.50</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	
Report Totals:			<u><u>\$55,755.14</u></u>	<u><u>\$55,755.14</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: October 17, 2024

Presenter: Andrew Bennett

Agenda Item: Lockwood Aircraft, Corporation – Commercial Hangar Lease Agreement – Building 33

Background: Lockwood Aircraft, Corporation desires to occupy Building 33 (2,000 square feet) for commercial aviation use effective November 1, 2024 through October 31, 2025 with two (2) additional one (1) year options to renew.

Year 1: \$1,320.64 per month

Year 2: \$1,743.65 per month

Year 3: \$2,166.67 per month

Tenant To Pay:

Ad Valorem tax monthly

5% Fire/Security assessment monthly

Florida Sales Tax

Requested Motion: Move to approve and authorize Executive Director or Deputy Director to execute lease accordingly.

Board Action:

Approved X

Denied

Tabled

**SEBRING AIRPORT AUTHORITY
COMMERCIAL HANGAR LEASE**

THIS LEASE AGREEMENT is made and entered into this 17th day of October 2024, by and between the **SEBRING AIRPORT AUTHORITY**, a body politic and corporate of the State of Florida (herein called "LANDLORD") and **LOCKWOOD AIRCRAFT, CORPORATION**. A Florida Corporation (herein called "TENANT"). **WITNESSETH**:

WHEREAS, LANDLORD is the owner of certain real property located at Sebring Regional Airport and Industrial Park in the County of Highlands, State of Florida; and, **WHEREAS**, LANDLORD has agreed to lease a portion of the property to TENANT, subject to certain terms and conditions; and, **WHEREAS**, TENANT wishes to lease said property from LANDLORD, and in consideration of the premises, the covenants, terms and conditions to be performed as set forth hereinafter, the parties have agreed and do agree as follows:

1. **TERM**. The term of this Lease Agreement shall be for one (1) year commencing on November 1, 2024 and ending on October 31, 2025, unless extended or sooner terminated as herein provided.
2. **PROPERTY**. The property subject to this Agreement is Building 33, located at 210 Challenger Way, Sebring, FL 33870 at the Sebring Regional Airport and Industrial Park as shown on Exhibit "A" attached hereto (herein called the "Premises").
3. **USE**. The Premises are to be used by the TENANT for the purpose of the commercial aviation uses. TENANT will make no unlawful, improper, or offensive use of the Premises.
4. **RENT**. TENANT hereby agrees to pay rent to LANDLORD of \$1,320.64 per month, together with a 5% fire/security charge 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 \$450.00 which deposit shall not bear interest but shall be returned to TENANT upon termination or expiration of this lease so long as there is no rent left unpaid and no damage to the Premises. Each lost key shall incur a \$50.00 re-key fee. Each lost security fencing access card shall incur a \$25.00 replacement fee.
5. **LATE PAYMENTS**. Rental payments remaining due and unpaid for a period of ten (10) days after the date due shall accrue a service charge equal to 1.5% of the amount of the delinquent payment, or \$100.00, whichever is greater, per month, from the date due until paid.
6. **WORTHLESS PAYMENTS**. Any rental payments returned as worthless or as insufficient funds shall accrue a service charge equal to 5% of the amount of the returned payment, or \$35.00, whichever is greater.
7. **NO KEY HOLDING OR OTHER BAILMENT** TENANT recognizes that LANDLORD is not able to hold a key or other valuables for TENANT's guests or invitees. TENANT agrees not to leave or attempt to leave a key or other valuables with Airport Authority staff, the Fixed Base Operations staff members or security personnel.
8. **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. For the first year of the renewal, Rent shall be \$1,743.65 per month, together with a 5% fire/security charge and any sales or use taxes therein, in advance, in monthly payments on or before the first day of each month. For the second year of the renewal, Rent shall be \$2,166.67 per month, together with a 5% fire/security charge and any sales or use taxes therein, in advance, in monthly payments on or before the first day of each month. 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 preceding term, if at all, and shall be effective only if TENANT is not in default under this Lease.

9. RELOCATION. LANDLORD shall have the right to relocate TENANT, at LANDLORD'S expense, to a mutually agreeable location within Sebring Regional Airport and Industrial Park if the Premises are needed by LANDLORD. LANDLORD shall give TENANT at least one (1) month notice of a proposed relocation, unless the parties agree in writing to a shorter term. Said relocation shall be evidenced by a written addendum to this Lease Agreement, executed by the parties. Should the parties not be able to agree on a new location, LANDLORD may terminate this lease thereafter upon one (1) month notice. Upon construction and completion of additional commercial hangars at the Sebring Regional Airport and Industrial Park, LANDLORD and TENANT may agree to relocate TENANT, at TENANT's expense, and sign a new lease for one of the additional commercial hangars, or any mutually agreed upon relocation at the Airport. Upon execution of a new lease agreement by TENANT and upon the signing of a lease agreement by a new tenant for these Premises, this lease agreement shall be terminated and TENANT shall no longer be obligated to pay for the leased Premises subject to this lease agreement and described herein.

10. 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.

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.

PROPERTY 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 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. 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.

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

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

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. 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 material additions or alterations in or to the Premises without the written consent of LANDLORD. TENANT shall be responsible for the cost of any additions or alterations made by TENANT and shall protect and reimburse LANDLORD against possible mechanics', laborers' and materialmen's liens upon the Premises.

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

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

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

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

or be otherwise subjected to discrimination;

C. That the 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 Civil Rights Act of 1968, and as said Regulations may be amended.

D. That 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.

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

23. COMMON AREA MAINTENANCE. TENANT shall pay all common area maintenance charges imposed by LANDLORD.

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

25. 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.

26. 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:

Phil Lockwood
1 Lockwood Lane
Sebring, FL 33870
(863) 655-5100
phil@lockwood.aero

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.

27. 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.

28. 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.

29. 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.

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

31. CLEANLINESS. TENANT agrees to keep the Premises in a clean and sanitary condition, and to abide by all reasonable safety and fire regulations prescribed by LANDLORD, which are communicated to TENANT in writing. TENANT shall at all times keep and maintain an adequate number of operating charged fire extinguishers in or on the Premises.

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, his 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 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.

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 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 AIRPORT or INDUSTRIAL PARK, (including Federal Aviation grant requirements).

35. 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 Sebring Regional Airport and Industrial Park, and may therefore inconvenience TENANT. 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.

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

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

C. 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.

37. 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.

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 on any structures located on the Premises from any source whatsoever.

TENANT agrees to utilize oil and fuel pans under all equipment to prevent oil leaks from polluting the area and to otherwise protect the Premises at all times. All oil and fuel shall be properly disposed of. Equipment will be closely monitored for leaks and prompt action taken to clean up any spilled material. TENANT further covenants to hold LANDLORD harmless from all claims, demands, damages, fines, costs, cleanup, attorney's fees, and court costs arising from TENANT'S discharge (either intentional or accidental) of such matters to the soil, air, water, or waste water treatment facility.

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(8), Florida Statutes.

40. STORM WATER POLLUTION PREVENTION PLAN. Tenant hereby agrees to abide by all rules and regulations established by Landlord or any state, county, or federal agency in regard to storm water pollution prevention.

41. 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 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.

42. 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.

43. 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 reasonable attorney's fees, paralegal fees, court and other costs, whether incurred before or at trial, on appeal, in bankruptcy or in post judgment collections, from the losing party.

44. 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.

45. TAXES. Any taxes (including, without limitation Highlands County ad valorem real property taxes and Florida sales or use taxes) on this Lease, the lease payments or the Premises shall be the obligation of TENANT. TENANT shall make monthly deposits with LANDLORD, in a non-interest bearing account, of a sum equal to one-twelfth of the yearly 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.

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

47. 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.

48. SIGNAGE. All signage on the property must be approved by LANDLORD as to style, location, content and construction before installation, which approval will not

be unreasonably withheld. In the event that LANDLORD installs a master sign showing the location of LANDLORD's tenants, TENANT will pay TENANT's prorata share of the cost of maintenance of that sign, based on TENANT's leased area at the Airport and Industrial Park.

49. **INSPECTION.** LANDLORD, or its representatives, shall have the right to enter upon said Premises at any reasonable hour for the purpose of examining same, making repairs to the Premises, or for any other lawful purpose.

50. **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.

51. **GOVERNING LAW.** This contract 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.

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

53. **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.

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

Jami Olive
Printed Name: Jami Olive

By: [Signature]
 Mike Willingham, Executive Director
 Andrew Bennett, Deputy Director
 Colleen Plonsky, Director of Finance

Colleen Plonsky
Printed Name: Colleen Plonsky



WITNESSES:

TENANT: LOCKWOOD AIRCRAFT CORPORATION
[Signature]
By: Phil Lockwood
TITLE: President
(corporate seal)

Christine Hughes
Printed Name: Christine Hughes
Jami Olive
Printed Name: Jami Olive

Exhibits Attached:
A. Map/Real Property Description

H:\Bob\SAAL\Lease Forms\Commercial Hangar Lease form.doc

Sebring Airport Authority Agenda Item Summary

Meeting Date: October 17, 2024

Presenter: Andrew Bennett

Agenda Item: ATC Tower Pros – Control Tower Contract 2025 Races

Background: Staff presents contract for ATC Tower Pros to provide temporary air traffic controller services at the Sebring Regional Airport during the annual Sebring 12 Hour Race.

Requested Motion: Move to approve ATC Tower Pro Contract

Board Action:

Approved

Denied

Tabled

CONTRACT

(Air Traffic Control Services)

THIS IS AN AGREEMENT between the **SEBRING AIRPORT AUTHORITY**, a body politic and corporate of the State of Florida (herein called "SAA") and **ATC TOWER PROS**, a North Carolina Company (herein called "Contractor").

1. **PREMISE AND TERM.** SAA needs professional temporary air traffic controller services at the Sebring Regional Airport during the Sebring 12 Hour Race (the "Event") SAA would like for Contractor to do the work and Contractor would like to do so on the terms and conditions set forth herein.
2. **WORK.** Contractor, in consideration of the premises and mutual covenants herein contained, agrees to provide at its own cost and expense, all labor, tools, materials, equipment, superintendence, security, insurance, testing and all other accessories and services necessary to provide professional air traffic controller services at the Sebring Regional Airport for the Race, including Three (2) certified professional air traffic controllers with CTO's during the event, certified VHF radios with discrete frequencies for exclusive use at the Event, coordination with FAA facilities to ensure the smoothest flow of traffic.
3. **DATES/TIMES** of Temp ATC Tower Pros will be: Tuesday 3/11/2025 to Friday 3/14/2025 from 7am to 6:00 pm and Saturday 3/15/2025 - 7am - 12 Midnight, and Sunday 3/16/2025 12am -2am. In accordance with the conditions and prices stated in this contract, Drug-Free Workplace Program and Legal Provisions previously provided to Contractor, which are made a part hereof and collectively constitute this contract (herein called the "Contract Documents"). Contractor acknowledges receipt of these documents.
4. **CONTRACT PRICE.** SAA shall pay to Contractor the sum of Twenty Two Thousand Dollars (\$22,000.00) the total price for the completion of the Work, subject to increase or decrease as provided herein.
5. **PAYMENT.** SAA shall pay to Contractor a deposit of Five Thousand Dollars (\$5,000.00) by January 1, 2025 and shall pay to Contractor the remainder of the contract price upon satisfactory completion of the Work.
6. **COMMENCEMENT AND COMPLETION DATES.** Contractor hereby agrees to commence set up of Contractor's equipment no later than one (1) day prior to the Event and full removal of Contractor's equipment no later than one (1) day from the closing day of the Event. Contractor shall be solely responsible for the means, methods, techniques utilized in the delivery, performance and removal.
7. **CLEAN-UP AND REMOVAL OF DEBRIS.** Contractor shall daily keep the premises in a clean and orderly condition, free from all refuse, rubbish, scrap materials and debris caused by Contractor's operations.
8. **DRUG-FREE WORKPLACE.** Contractor acknowledges that SAA is a drug-free work place. Contractor covenants that all employees of Contractor working upon SAA property shall be subject to implementation of all possible provisions to maintain a drug-free environment and

that Contractor will adhere to the provisions of Florida Statute 287.087 and SAA's Drug-Free Workplace Program #HR 405.

9. **WORKMANSHIP**. Contractor shall, in a good workman like manner, perform all Work and furnish all supplies, materials and equipment necessary and proper to complete the Work under this contract, within the time specified herein, in accordance with the provisions of this contract.

10. **LAWS AND REGULATIONS**. Contractor shall comply with all laws, ordinances, rules, orders and regulations relating to performance of the Work and the protection of persons and property. Contractor shall also maintain all licenses required for the Work hereunder in an active status.

11. **INSPECTION**. Contractor has undertaken such inspections as it deems necessary to undertake the Work at the contract price set forth in paragraph 3.

12. **SAA REQUIREMENTS**. SAA agrees to provide the following:

- A. Accommodation for Seven (7) nights from, March 10, 2025 through morning, March 17, 2025;
- B. One (1) outside phone line;
- C. Airport access for all Contractor personnel during the Event
- D. Use of the ATC facility located at the Airport.
- E. Ensure the Tower Cab is cleaned and AC working properly

13. **TERMINATION OF CONTRACT**. SAA may, by written notice, terminate this Contract in whole or in part at any time, either for the SAA's convenience or because of failure to perform any material provision or portion of the Contract Documents and failure to undertake adequate safety measures during the performance of the Work. Upon receipt of such notice, services shall be immediately discontinued (unless the notice directs otherwise).

12.1 If the termination is for the convenience of the SAA, an equitable adjustment in the Contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

12.2 If the termination is due to failure to fulfill the contractor's obligations, the SAA may take over the Work and prosecute the same to completion by contract or otherwise. In such case, the Contractor shall be liable to the SAA for any additional cost occasioned to the SAA thereby.

12.3 If, after notice of termination for failure to fulfill Contract obligations, it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the SAA. In such event, adjustment in the Contract price shall be

made as provided in paragraph 12.1 of this agreement.

12.4 The rights and remedies of the SAA provided in this clause are in addition to any other rights and remedies provided by law or under this Contract.

14. **INDEPENDENT CONTRACTOR.** The parties expressly recognize that the relationship between the SAA and the Contractor is that of independent contractors, and that neither Contractor, nor any of its servants, agents, or employees shall ever be considered to be an agent, servant or employee of the SAA.

15. **INSURANCE.** Contractor shall obtain and maintain, at Contractor's expense, the following insurance and shall not commence Work hereunder until such insurance is obtained and approved by SAA:

- A. **Comprehensive General Liability/Control Tower Liability:** Comprehensive general liability insurance shall be carried with limits of at least \$1,000,000 of combined single limit for Bodily Injury and Property Damage. Coverage shall include Premises and Operations, Broad Form Contractual, Products and Completed Operations, Owners and Contractors Protective Liability (also known as Independent Contractors Liability), and when applicable include Explosion, Collapse and Underground Damage (XCU), and shall include Contingent Liability against claims arising out of subcontractors with the same minimum amount.
- B. **Evidence Of Insurance.** Contractor shall furnish SAA with Certificates of Insurance. The Certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Sebring Airport Authority is to be specifically included as an additional insured on all policies except Workers' Compensation. If Contractor is exempt from workers' compensation requirements, it shall submit a DWC-252 Certificate Exemption Form. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued 30-days prior to said expiration date. All certificates of insurance must be on file with and approved by SAA before the commencement of any work activities.

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

Contractor:
George E. Cline, President
ATC Tower Pros/AirBossinc
220 Seven Oaks Landing
Belmont, NC 28012

SAA:
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.

16. **ASSIGNMENT.** Contractor shall not assign this contract, in whole or in part, or any monies due or to become due hereunder, without the written consent of SAA.

17. **DAMAGE TO PROPERTY.** Contractor agrees that all SAA or third party owned property that is damaged by Contractor's personnel or equipment shall be promptly repaired or replaced, at Contractor's expense.

18. **TAXES.** Contractor shall pay all sales, consumer, use and other similar taxes required by law resulting from the Work which are in effect as of the date of execution of this Agreement, and such costs shall not be considered in addition to the Contract Price.

19. **PERMITS, FEES AND NOTICES.** Contractor shall secure and pay for all permits and licenses necessary for the proper execution and completion of the Work which are in effect as of the date of execution of this contract.

20. **RESPONSIBILITY FOR THOSE PERFORMING THE WORK.** Contractor shall be responsible to SAA for the acts and omissions of all its employees and all subcontractors, their agents and employees and all other persons performing any of the Work by, through, or under Contractor.

21. **PROVISIONS REQUIRED BY 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 contract 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 contract shall forthwith be physically amended to make such insertion or correction.

22. **SAFETY AND HEALTH REGULATIONS.** Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act and such other rules and regulations as may be applicable to this Project. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.

23. **CONTRACTOR'S INDEMNIFICATION AND HOLD HARMLESS.** Contractor hereby acknowledges and confirms that the contract price includes the consideration for this indemnification and hold harmless. Contractor shall, in addition to any other obligation to indemnify SAA and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the SAA, its elected officials, employees, agents and volunteers from and against all claims, actions, liabilities, losses (including economic losses), costs, including attorney fees and all costs of litigation, and judgments of every name and description arising out of or incidental to the performance of this contract, unless caused by the sole negligence of the SAA, its elected officials, employees, agents or volunteers. Any cost or expenses, including attorney fees (including appellate, bankruptcy or patent council fees), incurred by the SAA to enforce this agreement shall be borne by the Contractor. This indemnification shall also cover all claims brought against the SAA, its elected officials, employees, agents or volunteers by any employee of Contractor, subcontractor, or anyone directly or indirectly employed by any of them.

24. **DEFAULT**. 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 SAA'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.
25. **BINDING EFFECT**. This contract shall bind and inure to the benefit of the successors and assigns of each of the parties.
26. **GOVERNING LAW**. This contract 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.
27. **TIME**. Time is of the essence of this agreement.
28. **MULTIPLE ORIGINALS**. This contract is executed in multiple copies, each of which shall be deemed an original.
29. **CONFLICT OF INTEREST**. Contractor warrants that it has not given any commissions, payments, gifts, kickbacks, lavish or extensive entertainment or things of value to any employee or agent of SAA in connection with this agreement.

AGREED TO BY SAA this ____ day of _____, 2024.

Two Witnesses as to SAA:

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

(Printed Name) _____

By: _____
Mike Willingham, Executive Director

(Printed Name) _____

(corporate seal)

AGREED TO BY CONTRACTOR this 28 day of August, 2024.

Two Witnesses as to Contractor:

ATC TOWER PROS

Lori L. Cline
(Printed Name) Lori L. Cline

By: George E. Cline
George E. Cline, as its President

Kevin J. Cline
(Printed Name) Kevin J. Cline

(corporate seal)

AGREED TO BY SAA this 17th day of October, 2024.

Two Witnesses as to SAA:

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

Jami Olive
Printed Name: Jami Olive

By: [Signature]
 Mike Willingham, Executive Director
 Andrew Bennett, Deputy Director

Colleen Plonsky
Printed Name: Colleen Plonsky



RESOLUTION SAA 24-11

**A RESOLUTION OF THE SEBRING AIRPORT
AUTHORITY TO APPROVE AMENDMENT S24-08 TO
THE 2023-2024 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 2023-2024 Budget Amendment S24-08 as presented.

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

PASSED AND ADOPTED this 17th day of October 2024.



SEBRING AIRPORT AUTHORITY

By: *Peter A McDougal*
~~Mike Willingham, Ex. Director~~
Peter Mc Devitt, Chairman

SEBRING AIR AUTHORITY
 BUDGET AMENDMENT# S24-08
 EFFECTIVE ACCOUNTING PERIOD: AUGUST 2024

10/17/2024

SUBMITTED BY: Colleen Plonsky
 SIGNED BY:

REVENUE CENTER	ACCOUNT	ACCOUNT NAME	PRIOR BUDGET AS	INCREASE	DECREASE	REVISED	Reason:
FBO	344-000-FBO	AVGAS FUEL SALES	\$ 420,000.00	\$ 53,000.00	\$ -	\$ 473,000.00	BUDGET UNDERSTATED
SAA	342-200-SAA	FIRE PROTECTION FEES	\$ 108,000.00	\$ 13,000.00	\$ -	\$ 121,000.00	BUDGET UNDERSTATED
Total Revenue Increase/Decrease			\$ 528,000.00	\$ 66,000.00	\$ -	\$ 594,000.00	
COST CENTER (expenses)							
FBO	512-001-FBO	COGS FUEL	\$ 2,400,000.00	\$ 117,000.00	\$ -	\$ 2,517,000.00	BUDGET UNDERSTATED
FBO	512-010-FBO	CREDIT CARD FEES	\$ 47,000.00	\$ 4,000.00	\$ -	\$ 51,000.00	BUDGET UNDERSTATED
FBO	512-021-FBO	PAYROLL TAXES	\$ 26,000.00	\$ 1,000.00	\$ -	\$ 27,000.00	BUDGET UNDERSTATED
FBO	512-022-FBO	RETIREMENT	\$ 43,000.00	\$ 7,000.00	\$ -	\$ 50,000.00	BUDGET UNDERSTATED
FBO	512-044-FBO	RENTALS AND LEASES	\$ 25,000.00	\$ 5,000.00	\$ -	\$ 30,000.00	BUDGET UNDERSTATED
SAA	512-035-SAA	ENGINEERING SERVICES	\$ 500,000.00	\$ 90,000.00	\$ -	\$ 590,000.00	BUDGET UNDERSTATED
SAA	512-051-SAA	OFFICE SUPPLIES	\$ 3,800.00	\$ 1,200.00	\$ -	\$ 5,000.00	BUDGET UNDERSTATED
SAA	512-060-SAA	SOFTWARE, RELATED AGREEMENTS	\$ 42,000.00	\$ 3,000.00	\$ -	\$ 45,000.00	BUDGET UNDERSTATED
Total Expenses Increase/Decrease			\$ 3,086,800.00	\$ 228,200.00	\$ -	\$ 3,315,000.00	
			Prior Month Budgeted Operating Reserve	Current Month Revenue - Inc/(Dec)	Current Month Expense - Inc/(Dec)	Revised Budgeted Operating Reserve	
			\$1,016,877.80	\$ 66,000.00	\$ 228,200.00	\$854,677.80	

REQUEST #: S24-08

TRANSFER TYPE:

- ITEM TO ITEM
- OPERATING RESERVE
- BY RESOLUTION # SAA 24-11

BOARD APPROVAL:

Executive Director

Chairman, Peter McDevitt

Peter A. McDevitt

**SEBRING AIRPORT AUTHORITY
AGENDA ITEM SUMMARY**

MEETING DATE: October 17, 2024

PRESENTER: Andrew Bennett

AGENDA ITEM: Terminal Apron High Mast Lighting – Additional Services

BACKGROUND: Contract with AVCON for design, bidding, construction, and administration services for one additional high mast light pole, to be located on the north apron area, and replacement of two existing lights with three new site lights at the fuel farm facility. This effort is 100% funded by FDOT.

REQUESTED MOTION: Move to approve contract with Avcon and authorize the Chairman or Vice Chairman and Secretary or Assistant Secretary to execute the same.

Board Action:

Approved X
Denied
Tabled

**CONTRACT FOR
ADDITIONAL DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES
FOR THE
TERMINAL APRON HIGH MAST LIGHTING PROJECT
AT
SEBRING REGIONAL AIRPORT
BETWEEN
THE SEBRING AIRPORT AUTHORITY AND
AVCON, INC.
DATED OCTOBER 2024**

This Contract is between the **SEBRING AIRPORT AUTHORITY**, a body politic and corporate of the State of Florida (herein referred to as the "AUTHORITY") and **AVCON, INC.**, a Florida corporation authorized to do business in Florida (herein referred to as the "CONSULTANT").

PREMISE. The AUTHORITY is in need of additional professional engineering services for the Terminal Apron High Mast Lighting Design and Construction Administration (the "Project"), and CONSULTANT desires to perform that work. The services are more particularly described in Exhibit A Scope of Services and shall hereafter be referred to as "Services". CONSULTANT represents that it has examined the Project site thoroughly before entering this CSA and is knowledgeable of all site conditions and issues relevant to the performance of the Services. CONSULTANT shall not be entitled to an increase in price or time by virtue of any site condition requirement.

ARTICLE 1 – PRICE

The AUTHORITY shall pay to CONSULTANT a lump sum amount for all fees and expenses of **Twenty Nine Thousand Six Hundred Seventy Dollars and No/100 (\$29,670.00)** as the total price for the Additional Services, including CONSULTANT's direct expenses and expenses of subconsultants and subcontractors. On or about the first day of each month, CONSULTANT shall make application for payment based upon percentages of completion of the Services completed up to the last day of the previous month, less the aggregate of previous payments. AUTHORITY's Executive Director and engineer must approve each payment request. Each payment application shall also:

- A. detail an explanation of Services completed by CONSULTANT and its subconsultants and subcontractors requesting payment; and
- B. include a certification that the amount of the invoice is accurate in relation to the Services performed under any subcontractor contract.

ARTICLE 2 – COMMENCEMENT AND COMPLETION DATES

CONSULTANT hereby agrees to commence work under this contract by November 1, 2024 and to fully complete the Services not later than November 1, 2025.

ARTICLE 3 – PAYMENT OF INVOICES

Prior to payment, invoices received from the CONSULTANT pursuant to his Contract will be reviewed and approved by the initiating department, indicating that services have been rendered in conformity with the contract. The Authority shall pay CONSULTANT on a monthly invoiced basis for

the percentage of the work completed in each monthly reporting period. Upon CONSULTANT's application for payment, the Executive Director, or his designee, will make inspection and if he finds the Services are acceptable under the contract, he will submit the payment request to the Finance Director for payment.

ARTICLE 4 – TRUTH-IN-NEGOTIATION CERTIFICATE

The signing of this Contract by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract is accurate, complete and current as of the date of this Contract.

The said rates and costs shall be adjusted to exclude any significant sums should the AUTHORITY determine that the rates and costs were increased due to the inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The AUTHORITY shall exercise its rights under this provision within one year following final payment.

ARTICLE 5 – TERMINATION

This Contract may be terminated by the CONSULTANT upon 30 days prior written notice to the AUTHORITY in the event of substantial failure by the AUTHORITY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated by the AUTHORITY with or without cause upon 30 days written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the AUTHORITY through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the AUTHORITY, the CONSULTANT shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of terminated work.
- C. Transfer all work in process, completed work, and other material related to the terminated work to the AUTHORITY.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the AUTHORITY.

All of the services required hereunder shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONSULTANT's key personnel must be made known to the AUTHORITY's representative and written approval granted by the AUTHORITY before said change or substitution can become effective.

ARTICLE 7 – KEY PERSONNEL ASSIGNMENT

The CONSULTANT and the AUTHORITY agree to assign the following key personnel required to perform the services necessary under this Contract:

_____ – Project Manager

ARTICLE 8 - SUBCONTRACTING

CONSULTANT reserves the right to select any subcontractors that may be necessary.

The AUTHORITY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONSULTANT is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the AUTHORITY.

The Price includes all costs and fees of all subcontractors.

ARTICLE 9 – FEDERAL AND STATE TAX

The AUTHORITY is exempt from Federal Tax and State Tax for Tangible Personal Property. The AUTHORITY will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the AUTHORITY, nor shall the CONSULTANT be authorized to use the AUTHORITY's Tax Exemption Number in obtaining such materials.

The CONSULTANT shall be responsible for payment of its own taxes.

ARTICLE 10 – AVAILABILITY OF FUNDS

The obligations of the AUTHORITY under this Contract are subject to the availability of funds lawfully appropriated for its purpose by the Board of the Sebring Airport Authority and the federal government.

ARTICLE 11 – INSURANCE

- A. The CONSULTANT shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and that insurance has been approved by the AUTHORITY.
- B. All insurance policies shall be issued by companies authorized or approved to do business under the laws of the State of Florida. The CONSULTANT shall furnish Certificates of Insurance to the AUTHORITY prior to the commencement of work under this Contract. The Certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount, and classifications required for strict

compliance with this Article. Compliance with the foregoing requirements shall not relieve the CONSULTANT of its liability and obligations under this Contract.

- C. The CONSULTANT shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of \$2,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.
- D. The CONSULTANT shall maintain, during the life of this Contract, comprehensive general liability insurance in the amount of \$1,000,000 per occurrence to protect the CONSULTANT from claims of damages which may arise from any operations under this Contract whether such operations be by the CONSULTANT or by anyone directly employed by or contracting with the CONSULTANT. Coverage A shall include bodily injury and property damage liability for premises, operations, independent contractors, contractual liability covering this agreement, broad form property damage, and property damage resulting from explosion, collapse or underground (x,c,u) exposures. Coverage B shall include personal injury. The CONSULTANT is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement for a minimum of two years beyond AUTHORITY's acceptance of renovation or construction projects.
- E. The CONSULTANT shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the amounts of \$500,000 combined single limit for bodily injury and property damage to protect the CONSULTANT from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONSULTANT or by anyone directly or indirectly employed by the CONSULTANT.
- F. The CONSULTANT shall maintain, during the life of this Contract, adequate Workman's Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees performing work for the AUTHORITY pursuant to this Contract.
- G. All insurance, other than Professional Liability and Workman's Compensation, to be maintained by the CONSULTANT shall specifically include the AUTHORITY as an "Additional Insured".

ARTICLE 12 - WARRANTY

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to generally accepted professional standards.

ARTICLE 13 – INDEMNIFICATION

Subject to limitations of Florida law, the CONSULTANT shall indemnify and hold harmless the AUTHORITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the contract. CONSULTANT's liability for indemnification shall be limited to \$2,000,000.00.

ARTICLE 14 – SUCCESSORS AND ASSIGNS

The AUTHORITY and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Neither the AUTHORITY nor the CONSULTANT shall assign, convey or transfer its interest in the Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the AUTHORITY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the AUTHORITY and the CONSULTANT.

ARTICLE 15 – REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Highlands County, Florida, and the Contract will be interpreted according to the laws of the State of Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 16 – CONFLICT OF INTEREST

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, consistent with the intent and declaration of policy stated in Section 112.311, Florida Statutes. The CONSULTANT further represents that no person having any interest shall be employed for said performance.

The CONSULTANT shall promptly notify the AUTHORITY in writing of potential conflicts of interest for any prospective business associations, interest or other circumstances which may influence or appear to influence the CONSULTANT's judgment or quality of services being provided under a specific Consultant Services Agreement. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the AUTHORITY as to whether the association, interest or circumstance would, in the opinion of the AUTHORITY, constitute a conflict of interest if entered into by the CONSULTANT. The AUTHORITY agrees to notify the CONSULTANT of its opinion by certified mail within 30 days of receipt of notification by the CONSULTANT. If, in the opinion of the AUTHORITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the AUTHORITY shall so state in the notification, and it shall be deemed not to be a conflict of interest with respect to services provided to the AUTHORITY by the CONSULTANT under the terms of this Contract.

ARTICLE 17 – EXCUSABLE DELAYS

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the CONSULTANT's control and without its fault or negligence. Such causes may include, but are not limited to: acts of God, the AUTHORITY's omissive and commissive failures; natural or public health emergencies; labor disputes; freight embargoes; and severe weather conditions. The CONSULTANT shall be responsible for the timely completion of subcontractor's work.

Upon the CONSULTANT's request, the AUTHORITY shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT's failure to perform was due to causes reasonably beyond the CONSULTANT's control and without its fault or negligence, the Contract Schedule and/or other affected provision of this Contract shall be revised accordingly, subject to the AUTHORITY's rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 18 – ARREARS

The CONSULTANT shall not pledge the AUTHORITY's credit or make the AUTHORITY a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 19 –DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONSULTANT shall deliver to the AUTHORITY, if requested, reproducibles and computer files of all final documents and materials prepared by and for the AUTHORITY under this Contract.

Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project or tasks assigned the CONSULTANT is not to be construed as publication in derogation of any right therein reserved by the CONSULTANT.

If, however, the AUTHORITY uses for any other purpose the CONSULTANT's documents, drawings, and specifications, or reuses them without written verification or adaptation by the CONSULTANT for the specific purpose intended, it will be at the AUTHORITY's sole risk and without liability or legal exposure to the CONSULTANT or to the CONSULTANT's independent professional associates or consultants. Any such verification or adaptation will entitle the CONSULTANT to further compensation at rates to be agreed upon by the AUTHORITY and the CONSULTANT.

The CONSULTANT shall have the right to include representations of the design of the project(s) including photographs of the exterior and interior, among the CONSULTANT's promotional and professional material. The CONSULTANT's materials shall not include the AUTHORITY's confidential or proprietary information if the AUTHORITY advises the CONSULTANT of the specific information considered to be confidential or proprietary.

ARTICLE 20 – INDEPENDENT CONSULTANT RELATIONSHIP

The CONSULTANT is, and shall be, in the performance of all work, services, and activities under this Contract an independent contractor, and not an employee, agent, or servant of the AUTHORITY. All persons engaged in any of the work or services performed pursuant to this

Contract shall at all times, and in all places, be subject to the CONSULTANT's sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT's relationship and the relationship of its employees to the AUTHORITY shall be that of an independent contractor and not as employees or agents of the AUTHORITY.

The CONSULTANT does not have the power or authority to bind the AUTHORITY in any promise, agreement or representation other than specifically provided for in this Contract or amendment thereto.

ARTICLE 21 – CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 22 – ACCESS AND AUDITS

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in performing work pursuant to this Contract for at least three (3) years after completion of this Contract. The AUTHORITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the AUTHORITY's cost, upon five (5) days written notice. Consultant shall also permit review of all records pertaining to this project that fall within the purview of Florida Statute 119.07.

ARTICLE 23 – NONDISCRIMINATION

The CONSULTANT shall not discriminate against any employee employed in the performance of this contract, or against any applicant for employment because of age, race, sex, creed, color, handicap, national origin, or marital status.

ARTICLE 24 – HARASSMENT-FREE WORKPLACE

The CONSULTANT shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The CONSULTANT shall insert a provision in accordance with this Article in all subcontracts for services in relation to this contract.

ARTICLE 25 – PUBLIC ENTITY CRIMES

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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 s. [287.017](#) for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

ARTICLE 26 – DRUG-FREE WORKPLACE

CONSULTANT acknowledges that The Authority is a drug-free workplace. CONSULTANT covenants that all employees of CONSULTANT working upon The Authority property shall be subject to implementation of all possible provisions to maintain a drug-free environment and that CONSULTANT will adhere to the provisions of Florida Statute 287.087.

ARTICLE 27 – COMPLIANCE WITH DAVIS-BACON ACT REQUIREMENTS

The CONSULTANT hereby agrees, where required on Federal Grant assisted projects, to comply with applicable portions of the Davis-Bacon and related acts which regulate employee wages and benefits. The CONSULTANT further acknowledges the possible necessity for amending the Contract in order to comply with Federal guidelines applicable to Grant Assisted projects which may be undertaken by the AUTHORITY.

ARTICLE 28 – SURVIVAL

All covenants, agreements, representations, and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership or documents, shall survive the execution and delivery of this Contract and consummation of the transactions contemplated hereby.

ARTICLE 29 – ENTIRETY OF CONTRACTUAL AGREEMENT

The AUTHORITY and the CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 30 – ENFORCEMENT COSTS

In any action brought by either party for the interpretation or enforcement of the obligations of the other party, including the establishment of a 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, even if not taxable as court costs, whether incurred before or at trial, on appeal, in bankruptcy or in post judgment collections.

ARTICLE 31 – AUTHORITY TO PRACTICE

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, that it will at all times conduct its business activities in a reputable manner, and that it will maintain for duration of this Contract a current certificate of registration required under Chapter 471, Florida Statutes.

ARTICLE 32 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such term or provision, to persons or circumstances other than those as to which it is

held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 33 – AMENDMENTS AND MODIFICATION

No amendments and/or modifications of this Contract shall be valid unless in writing and signed by each of the parties.

The AUTHORITY reserves the right to make changes in the scope of work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the AUTHORITY's notification of a contemplated change, the CONSULTANT shall, if requested by AUTHORITY: (1) provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the AUTHORITY of any estimated change in the completion date, and (3) advise the AUTHORITY in writing if the contemplated change shall effect the CONSULTANT's ability to meet the completion dates or schedules of this Contract.

If the AUTHORITY so instructs in writing, the CONSULTANT shall suspend work on the portion of the work affected by a contemplated change, pending the AUTHORITY's decision to proceed with the change.

If the AUTHORITY elects to make the change, the AUTHORITY shall issue a Contract Amendment or Change Order and the CONSULTANT shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

ARTICLE 34 – AUTHORITY'S RESPONSIBILITIES

Provided such information is reasonably required by the CONSULTANT to perform its services under this Contract, the AUTHORITY shall:

1. Provide full information regarding requirements for the projects and tasks.
2. Designate a representative authorized to act on the AUTHORITY's behalf with respect to the projects or tasks. The AUTHORITY or that authorized representative shall render decisions in a timely manner pertaining to documents submitted by the CONSULTANT in order to avoid unreasonable delay in the orderly and sequential progress of the CONSULTANT's services.
3. Furnish to the extent in its possession, surveys describing available information on utility locations, written legal descriptions of the sites, easements, encroachments, zoning, deed restrictions, and other available information to assist the CONSULTANT in developing proper scopes of service and fulfilling project or task objectives.
4. Assist in gaining access to and make all provisions for access required for the CONSULTANT to enter upon public and private property as required for the CONSULTANT to perform services under this Contract.
5. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the CONSULTANT and render decisions and comments regarding them within a reasonable time so as not to delay the services of the CONSULTANT.

ARTICLE 35 – NOTICE

All notices required in this Contract shall be sent certified mail, return receipt requested, and shall be mailed to:

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

CONSULTANT:
Jack Thompson
AVCON, Inc.
5555 East Michigan Street, Suite 200
Orlando, FL 32822-2779

ARTICLE 36 – LAWS AND REGULATIONS

CONSULTANT shall comply with all laws, ordinances, rules, orders and regulations relating to performance of the Services and the protection of persons and property.

ARTICLE 37 –CHANGE ORDERS

No changes in the Services covered by this contract shall be made without prior written approval of the Authority. Charges or credits for Services on the approved changes shall be as mutually determined by the parties. Without invalidating this contract, the AUTHORITY may order extra Services or make changes by altering, adding to or deducting from the Services with the contract price being adjusted accordingly. All extra Services shall be paid for at the price agreed to between the parties and no claims for any extras shall be allowed unless order in writing by the AUTHORITY with the price stated in such order.

ARTICLE 38 – ASSIGNMENT

CONSULTANT shall not assign this contract, in whole or in part, or any monies due or to become due hereunder, without the written consent of The Authority.

ARTICLE 39 – PROVISIONS REQUIRED BY LAW DEEMED INSERTED

In addition to the notices, requirements and certifications included in the attached “Legal Provisions” document, each and every term of “Legal Provisions” is incorporated herein by reference as if fully included herein. Each and every other provision of law and clause required by law to be inserted in this document shall be deemed to be inserted herein and the contract 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 contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 40 – PUBLIC RECORDS

CONSULTANT is required to keep and maintain public records that ordinarily and necessarily would be required by SAA in order to perform the service sought herein. CONSULTANT is required to provide the public with access to public records on the same terms and conditions that SAA would provide the records and at a cost that does not exceed the cost provided in Ch. 119.07 *et seq.*, *Fla. Stat.* or as otherwise provided by law. CONSULTANT must ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law

and must meet all requirements for retaining public records and transfer, at no cost, to SAA all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to SAA in a format that is compatible with the information technology systems of the public agency. **IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT BEVERLY K. GLARNER, THE CUSTODIAN OF PUBLIC RECORDS at 863-314-1301, bev@sebring-airport.com or 128 AUTHORITY LANE, SEBRING, FL 33870.**

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals effective the date first written above.

WITNESSES:

Jami Olive
 Printed Name: Jami Olive

Colleen Plonsky
 Printed Name: Colleen Plonsky

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

By: Peter H. McDevitt
 Peter H. McDevitt, as its Chair or
 Stanley Wells, as its Vice Chair

Attest: [Signature]
 D. Craig Johnson, as its Secretary
 Carl Cool, as its Asst. Secretary

(Corporate Seal)



WITNESSES:

Holly Donath
 Printed Name: Holly Donath

Jack Thompson
 Printed Name: JACK THOMPSON

CONSULTANT: AVCON, INC., a Florida corporation

By: Sandeep Singh
 Sandeep Singh, as its President



EXHIBIT A

SCOPE OF SERVICES

Sebring Regional Airport

Terminal Apron High Mast Lighting

Additional Design, Bidding and Construction Phase Services

PROJECT DESCRIPTION:

The CONSULTANT shall provide design, bidding and construction phase services for additional lighting of the apron and fuel farm area at Sebring Regional Airport. The project limits are depicted on Exhibit C. Generally, the project includes an additional high mast light north of Pole #6 in the original design, and replacement of two existing lights with three new site lights at the fuel storage facility. Included in the project design is coordination with Duke Energy to provide adequate electrical service to each light.

DESIGN PHASE SERVICES:

Administration Phase

The CONSULTANT shall aid the SPONSOR by acting as its liaison and Project coordinator with the FDOT during the Project's design. In addition, the CONSULTANT shall assist the SPONSOR in the preparation of paperwork required to secure funds for the Project. The specific services to be provided or furnished for this Phase of the Project are the following:

- Grant management.
- Preparation of reimbursement requests.
- Project coordination with the funding agencies.

Additional Design Phase

The Additional Design Phase services generally consist of services required to furnish the SPONSOR with documents for the Project, including Plans and Specifications, and an Estimate of Construction Cost. The Additional Design scope of services will include:

- Preliminary Design.
 - Field verify utility availability at proposed locations.
 - Develop preliminary plans.
 - Update Construction Safety and Phasing Plans and Document (CSPP).
 - Develop additional technical specifications.
 - Update construction cost estimate.
- Final Design.
 - Finalize design plans.

- Submit FAA OE/AAA (Airspace Review).
- Finalize Updated CSPP and upload to OE/AAA for FAA review and approval.
- Finalize technical specifications.
- Prepare final construction cost estimate.

Deliverables include electronic copies of Contract Documents at the completion of each Design Phase. Final Contract Documents will be uploaded into JACIP.

Bidding Phase

The bidding services consist of preparing the bid documents and assisting the SPONSOR with public advertisement. In addition, The CONSULTANT will aid the SPONSOR by acting as its liaison with the FDOT during the bidding process.

Bidding

Bidding includes:

- Prepare bid documents for distribution.
- Assist with advertisement.
- Attend and prepare meeting minutes for pre-bid conference.
- Respond to bidder questions, issue addenda.
- Attend bid opening.
- Prepare bid tabulation and recommendation of award.

Construction Phase

Construction Administration

Construction Contract Administration shall consist of observation of the construction to become generally familiar with the progress and quality of the Contractor's work to determine if the work is proceeding in general conformity with the Contract Documents. In addition, the CONSULTANT shall aid the SPONSOR by acting as its liaison and Project coordinator with FDOT during the construction of the Project.

Construction Contract Administration includes the following services:

- Schedule and conduct a pre-construction conference. Prepare and distribute meeting minutes.
- Schedule and conduct bi-weekly construction coordination meetings. Prepare and distribute meeting minutes.
- Review, approve, or take other appropriate action on all Contractor-required submittals, such as construction schedules and phasing programs, shop drawings, product data, catalog cuts, and samples.
- Prepare supplemental drawings and change orders necessary to execute the work properly within the intended scope. Assist the SPONSOR in resolving contractor claims and disputes.
- Provide interpretation of the Contract Document requirements and advise the Contractor of these on behalf of the SPONSOR when necessary.

- Review and approve monthly and final payments to the Contractor.
- Conduct periodic site visits at milestone events during the construction to ensure the project is being installed and constructed in accordance with the Contract Documents. **Full time inspection services are not proposed or included in this scope of services.**
 - Assume 3 site visits.
 - Underground electrical installations and preparation of the pole foundations ahead of the concrete pour.
 - Oversight of the concrete pour for the pole foundation.
 - Final electrical installation and oversight of the energizing and testing of the power.
- Conduct final inspection of the completed Project with the SPONSOR, FDOT, and the Contractor.
- Furnish the SPONSOR one reproducible set of the record drawings for the completed Project taken from the annotated record drawings based upon Contractor provided information and Contractor provided as-built survey.
- Issue certificates of construction completion to the SPONSOR and FDOT.
- Perform an orderly closeout of the Project as required by the SPONSOR and FDOT.

END OF EXHIBIT A

EXHIBIT B - HOUR AND FEE PROPOSAL
 ADDITIONAL DESIGN AND CONSTRUCTION SERVICES FOR TERMINAL APRON HIGH MAST LIGHTING
 SEBRING REGIONALAIRPORT

10/16/2024

TASK	DESCRIPTION	Sr. Project Manager		Senior Engineer		Project Engineer		Engineer		Admin		Labor		Subconsultant Cost
		Rate/Hour:	\$ 220	Rate/Hour:	\$ 145	Rate/Hour:	\$ 110	Rate/Hour:	\$ 90	Rate/Hour:	\$ 65	Hours	Cost	
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost			
1	PRELIMINARY DESIGN													
1.1	Field verify utility availability at proposed locations.		\$ -	8	\$ 1,160	4	\$ 440		\$ -		\$ -	12	\$ 1,600	\$ -
1.2	Develop preliminary plans.		\$ -	4	\$ 580	12	\$ 1,320	8	\$ 720		\$ -	24	\$ 2,620	\$ -
1.3	Update Construction Safety and Phasing Plans and Document (CSPP).		\$ -	2	\$ 290		\$ -	2	\$ 180		\$ -	4	\$ 470	\$ -
1.4	Develop additional technical specifications.		\$ -		\$ -	2	\$ 220		\$ -	2	\$ 130	4	\$ 350	\$ -
1.5	Update construction cost estimate.		\$ -		\$ -	2	\$ 220		\$ -		\$ -	2	\$ 220	\$ -
1.6	QA/QC	2	\$ 440		\$ -		\$ -		\$ -		\$ -	2	\$ 440	\$ -
	Subtotal	2	\$ 440	14	\$ 2,030	20	\$ 2,200	10	\$ 900	2	\$ 130	48	\$ 5,700	\$ -
2	FINAL DESIGN													
2.1	Finalize design plans.	4	\$ 880	8	\$ 1,160	12	\$ 1,320	24	\$ 2,160		\$ -	48	\$ 5,520	\$ -
2.2	Submit FAA OE/AAA (Airspace Review).		\$ -		\$ -	2	\$ 220		\$ -		\$ -	2	\$ 220	\$ -
2.3	Finalize Updated CSPP and Upload to OE/AAA		\$ -	2	\$ 290	2	\$ 220		\$ -		\$ -	4	\$ 510	\$ -
2.4	Finalize technical specifications.		\$ -		\$ -	2	\$ 220		\$ -	2	\$ 130	4	\$ 350	\$ -
2.5	Prepare final construction cost estimate.		\$ -		\$ -	2	\$ 220		\$ -		\$ -	2	\$ 220	\$ -
2.6	QA/QC	2	\$ 440		\$ -		\$ -		\$ -		\$ -	2	\$ 440	\$ -
	Subtotal	6	\$ 1,320	10	\$ 1,450	20	\$ 2,200	24	\$ 2,160	2	\$ 130	62	\$ 7,260	\$ -
3	BIDDING SERVICES													
3.1	Prepare bid documents for distribution	2	\$ 440	4	\$ 580	4	\$ 440	8	\$ 720	4	\$ 260	22	\$ 2,440	\$ -
3.2	Assist with advertisement		\$ -	4	\$ 580		\$ -		\$ -	4	\$ 260	8	\$ 840	\$ -
3.3	Attend and prepare meeting minutes for pre-bid conference	2	\$ 440	4	\$ 580		\$ -		\$ -	2	\$ 130	8	\$ 1,150	\$ -
3.4	Respond to bidder questions, issue addenda	2	\$ 440	8	\$ 1,160		\$ -		\$ -		\$ -	10	\$ 1,600	\$ -
3.5	Attend bid opening		\$ -	4	\$ 580		\$ -		\$ -		\$ -	4	\$ 580	\$ -
3.6	Prepare bid tabulation and recommendation of award	2	\$ 440	2	\$ 290		\$ -		\$ -		\$ -	4	\$ 730	\$ -
	Subtotal	8	\$ 1,760	26	\$ 3,770	4	\$ 440	8	\$ 720	10	\$ 650	56	\$ 7,340	\$ -
4	CONSTRUCTION SERVICES													
4.1	Pre-Construction meeting	4	\$ 880	4	\$ 580	4	\$ 440		\$ -		\$ -	12	\$ 1,900	\$ -
4.2	Bi-weekly Construction meetings		\$ -	8	\$ 1,160		\$ -		\$ -		\$ -	8	\$ 1,160	\$ -
4.3	Periodic Site Inspections (Assume 3 visits)		\$ -	8	\$ 1,160		\$ -		\$ -		\$ -	8	\$ 1,160	\$ -
4.4	Submittal review and approval, RFI resolution		\$ -	2	\$ 290	4	\$ 440	4	\$ 360		\$ -	10	\$ 1,090	\$ -
4.5	Pay application review and approval		\$ -		\$ -	4	\$ 440		\$ -		\$ -	4	\$ 440	\$ -
4.6	Final punchwalk, final punchlist, and final inspection		\$ -	4	\$ 580	8	\$ 880		\$ -		\$ -	12	\$ 1,460	\$ -
4.7	Project closeout	2	\$ 440	4	\$ 580	8	\$ 880		\$ -	4	\$ 260	18	\$ 2,160	\$ -
	Subtotal	6	\$ 1,320	30	\$ 4,350	28	\$ 3,080	4	\$ 360	4	\$ 260	72	\$ 9,370	\$ -
	Total	14	\$ 3,080	54	\$ 7,830	68	\$ 7,480	38	\$ 3,420	8	\$ 520	238	\$ 29,670	\$ -

Total Project Fee	\$ 29,670
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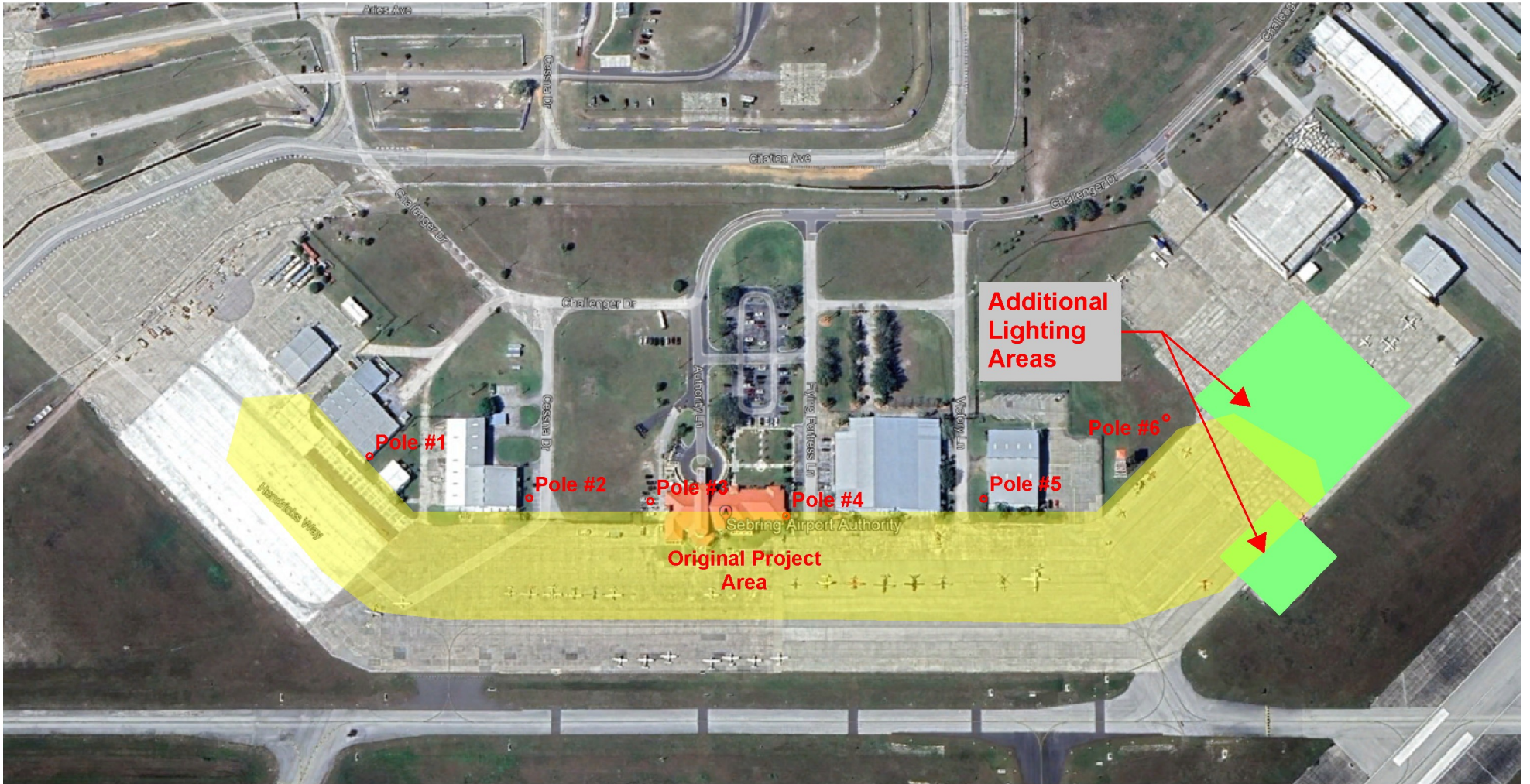


EXHIBIT C

Sebring Airport Authority Agenda Item Summary

Meeting Date: October 17, 2024

Presenter: Andrew Bennett

Agenda Item: Bristell Aircraft, LLC – Airside Center Galleria Lease Agreement – Rooms #317 & #318

Background: Bristell Aircraft, LLC desire to occupy Airside Center Galleria Rooms #317 & #318 for commercial aviation use effective November 1, 2024 through October 31, 2025 with two (2) additional one (1) year options to renew.

For options to renew, rent shall be adjusted upward, 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 twelve (12) months. At no time will the rent decrease.

Tenant To Pay:

Ad Valorem tax monthly
5% Fire/Security assessment monthly
Florida Sales Tax

Requested Motion: Move to approve and authorize Executive Director or Deputy Director to execute lease accordingly.

Board Action:

Approved X

Denied

Tabled

**SEBRING AIRPORT AUTHORITY
GALLERIA SPACE LEASE**

THIS LEASE AGREEMENT is made and entered into this 17th day of October, 2024, by and between the **SEBRING AIRPORT AUTHORITY**, a body politic and corporate of the State of Florida (herein called "LANDLORD") and **Bristell Aircraft, LLC**, (herein called "TENANT").

W I T N E S S E T H :

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 two (2) of the retail spaces in the gallery of 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 November 2024 and ending on the 31st day of October 2025.
2. **PROPERTY**. The property subject to this Agreement are Rooms #317 and #318 in the Galleria of the Airside Center located at 128 Authority Lane at the Sebring Regional Airport as shown on Exhibit "A" (herein called the "Premises"). The Lease includes the right of TENANT's patrons and employees to utilize the parking, gallery and restroom facilities in common with the general public. LANDLORD reserves the right to designate where TENANT's employees shall park.
3. **USE**. The Premises are to be used by the TENANT for the sole purpose of commercial sales and marketing of non-perishable goods and services. No sales of food or drink are permissible on the Premises. TENANT will make no unlawful, improper, or offensive use of the Premises.
4. **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.
5. **TERMINATION**. Either party may terminate this lease upon thirty (30) days written notice to the other party.
6. **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.
7. **RENT**. TENANT hereby agrees to pay rent, including electricity and reasonable garbage disposal, to LANDLORD of \$400 per month, together with a 5% fire/security charge 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 \$250.00 upon the execution of this lease, which deposit shall not bear interest but shall be returned to TENANT upon termination of this lease so long as there is no rent left unpaid and no

damage to the Premises.

8. **OPTION TO RENEW.** LANDLORD hereby grants to TENANT an option to renew this Lease for two (2) additional one (1) year renewals, 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 3%, whichever is greater, to establish the rent for the succeeding twelve (12) months. At no time will the rent decrease. Said option shall be exercised by TENANT's delivery of notice thereof to LANDLORD, in writing, not less than three (3) months prior to the end of each preceding term, if at all, and shall be effective only if TENANT is not in default under this Lease.

9. **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.

10. **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.

11. **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.

12. **NO KEY HOLDING OR OTHER BAILMENT.** TENANT recognizes that LANDLORD is not able to hold a key or other valuables for TENANT's guests or invitees. TENANT agrees not to leave or attempt to leave a key or other valuables with Airport Authority staff, the Fixed Base Operations staff members or security personnel.

13. **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.

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

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

21. 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.

22. 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.

23. 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.

24. 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.

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

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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:

Lou Mancuso (516.658.1847)
Bristell Aircraft, LLC
500 Airport Road
Lititz, PA 17543
833.235.9274

Loumancuso@aol.com / lou@bristell.us

Kari Mancuso (516.313.3839)

coffeebabe@hotmail.com

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

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

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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).

39. 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.

40. 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.

41. 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.

42. 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.

43. 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.

44. 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.

45. 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.

46. 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.

47. 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.

48. 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.

49. 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.

50. 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.

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

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

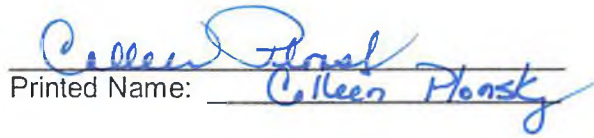
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.

WITNESSES:

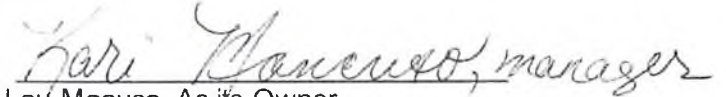

Printed Name: EUGENE T. PATES

Printed Name: _____


Printed Name: Jami Olive



Printed Name: Colleen Plonsky

TENANT: Bristell Aircraft, LLC

By: 
- Lou Macuso, As its Owner
Kari Mancuso - manager

(Corporate Seal)

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

By: 
 Mike Willingham, Executive Director
 Andrew Bennett, Deputy Director
 Colleen Plonsky, Director of Finance



Airport Executive BRIEF



CONTENTS

- Deputy Director's Report**
- Drainage Project
 - Wildlife Management
 - Vertiport
 - Highmast Lighting
 - Taxiway D Design

- Airport News**
- McGuire Dedication
 - Raceway News

- Executive Director's Updates**
- How Does Florida Insure Itself Against Hurricanes?



DEPUTY DIRECTOR'S REPORT

Drainage Project

The Sebring Airfield Drainage Project has been successfully completed. Project close out documentation will be compiled in the October-November timeframe..

Wildlife Hazard Management Plan

The Wildlife Hazard Management Plan has been accepted by the FAA and training with the staff is scheduled for the third week in October.

Vertiport

Coordination of the electrical infrastructure

for the Vertiport is ongoing with Duke Energy and Beta, the manufacturer of the charging stations. AtkinsRealis is continuing to work on the electrical design portion of the Vertiport.

High Mast Lighting

The construction contract was on the agenda for approval on the September 19th board meeting. Due to Hurricane Helene impacts to the contractor, we anticipate a 2 or 3 week delay in holding the preconstruction meeting. After the construction contract is executed, the contractor will provide shop drawings for the lights and poles, and the

design mix for the concrete for AVCON to review and approve. We will receive a construction schedule once the contractor orders the lights and poles and gets a delivery date from the manufacturer.

Taxiway D Design

Topographic survey and geotechnical investigation has been completed. AVCON is preparing schematic design drawings and completing the pavement design using the FAA pavement design software. Schematic design will be completed in November and a review meeting will be scheduled for early December.

MAJOR THOMAS MCGUIRE MURAL DEDICATED AT SEBRING AIRPORT

Earlier in October, a dedication ceremony was held at Sebring Regional Airport to unveil a mural honoring World War II hero Major Thomas McGuire. Retired U.S. Brigadier General

Robert A. Lee was the guest speaker, sharing his memories of growing up in Sebring, where McGuire was a local hero. McGuire, a highly decorated pilot, was killed in action in 1945

while protecting his wingman, earning the Congressional Medal of Honor among other accolades. Sebring City Councilwoman Terry Mendel and other speakers expressed deep gratitude for

McGuire's sacrifice, with the mural now serving as a permanent tribute in the airport terminal.



MAJOR THOMAS MCGUIRE MURAL DEDICATED AT SEBRING AIRPORT

Reporting from Wayne Estes, President, General Manager Sebring International Raceway

Tickets for the 2025 Mobil 1 Twelve Hours of Sebring went on sale to the general public on Oct. 10. This year, we had those first four days of tickets on sale without individual ticket fees. Shortly afterwards, perhaps as early as Oct. 17, we will be among the first of all other NASCAR tracks converting to Ticketmaster.

With Ticketmaster, there will be fees included in new 2025 ticket and parking

prices, so we hope to inform as many people as possible to save by purchasing before the fees take effect.

This conversion will offer fans of many sports and other forms of entertainment to purchase tickets to Sebring the same way they do for other major events.

Ticketmaster also offers ticket buyers the opportunity to buy with confidence. New safety features will be built into the ticket

system to eliminate fraud and provide safeguards for our guests.

In other news, we have been informed that new management at Ariens/Gravely plans to wind down the Sebring test facility and take the equipment testing back to Wisconsin, closer to the engineers. More details on that to come.

INSURANCE INDUSTRY UPDATE:

I wanted to let you know that Bill Wilson, Public Risk Advisor with Brown, and Brown will be joining us to provide the board with an industry update. This topic is particularly timely due to the recent impact of hurricanes Helene and Milton. Additionally, I came across an interesting opinion article in the New York Times that I thought would be of great interest to the board. I am looking forward to our discussion with Bill.

How Does Florida Insure Itself Against Hurricanes Like These?

Hurricane Milton would have done more damage if it had made landfall a few dozen miles farther north. The southern side of the hurricane, with its Category 3 winds spiraling counterclockwise, would have driven a wall of seawater into downtown Tampa. Instead, Tampa Bay got hit by the northern side of the hurricane, whose winds traveling from east to west pushed water from the bay out to sea. It was what meteorologists call a “negative surge.”

It was Florida’s fourth stroke of (relatively) good luck. Property damage from Hurricanes Idalia last year and Debby and Helene this year was also less than it might have been because they hit hardest in the lightly populated Big Bend, where the panhandle meets the peninsula.

Still, the Florida peninsula sticks out like a sore thumb into waters that keep getting warmer, brewing up fiercer and fiercer hurricanes. It’s only a matter of time until a monster storm does hit Tampa-St. Petersburg or Miami or another major metro area dead-on.

Getting insurance right in Florida isn’t the whole solution, but it’s a big one. When the insurance market is working correctly, losses are shared.

Nobody gets financially wiped out. Also, the premiums people pay are based on the risks they face. This gets incentives right: People are motivated to harden their homes against storms or move out of harm’s way, which obviously helps them but also reduces costs for society as a whole.

But getting there isn’t easy. Climate change has made living in Florida riskier, but when insurance companies try to charge actuarially fair premiums, they receive strong pushback. Nationally, the flood insurance market is so dysfunctional that the federal government has had to take over most of it. And that’s not working, either. Rates are still subsidized, though less than before, so taxpayers who live high and dry are potentially on the hook for losses by people who get flooded out, in some cases repeatedly.

So, what to do? While Florida can’t control the weather, there are things that it can do to reduce the economic damage that storms cause. It has done some of them, but there are still weaknesses in the system — and according to one recent study, a devastating hurricane in Florida could ripple all the way to the mortgage finance giants Fannie Mae and Freddie Mac.

First the improvements: In 2019 and 2022, the State Legislature enacted laws that cracked down on insurance fraud and abuse. It was common in Florida for someone with an insurance claim to sell it for instant cash to a third party such

as a roofer or a water extraction company. The new owner of the claim would sometimes do overpriced or shoddy work and then sue to get fully paid by the insurer. The reduction in so-called assignment of benefits insurance fraud and abuse has sharply slowed the rate of premium increases and allowed 15 companies to reduce their rates this year.

Under Gov. Ron DeSantis, Florida has given grants totaling \$250 million in the past year or so to help make homes hurricane-resistant. I don’t know if that’s sufficient, but it helps. A little money spent for protection can save a lot more when a storm hits.

There’s also been some progress on the issue of under-insurance, particularly against the risk of floods. People are required to have flood insurance to qualify for a federally regulated or insured mortgage only if where they live is estimated to have a 1 percent or higher chance of getting flooded in any given year. One carrier, Olympus Insurance, estimated that more than 850,000 Floridians in high-risk flood areas — presumably without such mortgages — don’t have flood insurance, whether they realize it or not.

This year Florida’s state-run insurer of last resort, Citizens Property Insurance Corporation, began requiring all homes in high-risk areas valued at \$600,000 or more to carry either federal or private flood insurance, regardless of their mortgage type. The requirement

will be phased in for homes valued below \$600,000 between now and 2027. That’s another step in the right direction because experience shows that people often don’t do what’s in their own best interest — get insured — unless required to do so.

People go without flood insurance even though it’s subsidized by the federal government to keep it affordable. The National Flood Insurance Program is run by the Federal Emergency Management Agency. If its funds run out, it can tap the Treasury Department for about \$10 billion, but if even that runs out, it has to go to Congress for more. Because of this year’s hurricanes, that could happen this fiscal year.

It’s not just flood insurance that people go without. Some homeowners skip wind insurance as well if they don’t have a mortgage, or they manage to opt out from their lender’s insurance requirement.

Another remaining risk is the health of the insurers themselves. A study this year by researchers from Columbia Business School, Harvard Business School and the Federal Reserve found that “traditional insurers are exiting high-risk areas, and new, lower-quality insurers are entering and filling the gap.”

“Our research shows that Florida’s property insurers are far more vulnerable than people might think, with insolvency potentially in the cards,”

one author, Parinitha Sastry, an assistant professor of finance at Columbia Business School, told *The Times* last month.

Citizens, which was once the fastest-growing insurer in the state, has made a major effort to “depopulate,” dropping many policyholders who end up getting covered by smaller, often Florida-only carriers.



The problem is that these carriers lack the risk-reducing diversification that a national insurer has, which may leave the weakest of them more vulnerable to collapse.

Many of these small, state-only insurers, the researchers argued, also receive unrealistic financial strength ratings from Demotech, an Ohio-based company that competes with larger rating agencies such as A.M. Best. According to data from the National Association of Insurance Commissioners cited in the research, 18.7 percent of the insurers underwriting Florida homeowner insurers that had Demotech ratings were liquidated between 2009 and 2022. In contrast, there were no liquidations of insurers selling personal residential homeowners insurance that had ratings only from A.M. Best.

Homeowners whose insurance companies fail to pay claims, and aren't made whole by the state guaranty fund, are more likely to default on their mortgages. Many of those mortgages are owned or guaranteed by Fannie Mae or Freddie Mac, the researchers found. Both companies accept loans that are insured by companies rated by Demotech.

Defaults in Florida could consequently cut into the profits that Fannie and Freddie pay the federal government.

In a statement to me, Fannie Mae said the decision of which ratings companies to accept “reflects a balance of the risk of insurer insolvency and potential impacts to borrowers.” Freddie Mac said it “regularly reviews insurance rating requirements to make sure they align with our policies.”

To illustrate the systemic risk they believe has been created in the system, the researchers told the story of the property insurer Magnolia Incorporated: It began its Florida operations in April 2008 with a financial stability rating of “A” (exceptional) from Demotech. Magnolia took over more than 100,000 policies that Citizens was getting off its books, disproportionately ones

in coastal counties, the researchers found. Yet in April 2010 it failed and was liquidated.

I interviewed Joseph Petrelli, the president and a co-founder of Demotech, about the authors' claims. He said that Demotech's ratings methodology is as stringent as that of A.M. Best and others, based on a comparison of average cumulative impairment rates. He added that seven or eight insurers rated by Demotech that failed in 2021 and 2022 had been brought down by insurance opportunism, not financial vulnerability related to climate change. As for Magnolia, he said he relied for his rating on an unfulfilled assurance from a financial backer that the company would get a capital infusion.

According to Moody's, the credit rating service, the insurers most exposed to Hurricane Milton were ones with at least three-quarters of their homeowner and commercial property premiums written in the state. But Petrelli said about half of the insurance industry nationally consists of companies that operate in one state or one line of business, and he doesn't worry about the lack of diversification. “We believe in specialization,” he told me.

State regulators also expressed confidence. In a statement to me, the Florida Office of Insurance Regulation said the state “relies on a robust set of financial regulation tools in order to evaluate the companies in its market.” In a news release issued Thursday, the office noted that major insurers including State Farm, Progressive and USAA are expanding in the state. USAA was quoted as saying that it “is very encouraged to see the progress toward a healthy insurance marketplace in Florida.” That seemed to be mainly a reference to the anti-fraud legislation.

I agree that Florida has done a lot of things right, but it's up against a big problem, which is global warming. A 2023 article in the journal *Nature Climate Change* found that homes in Florida were collectively overvalued by more than \$50 billion because of unpriced flood risk.

[Read complete story here.](#)

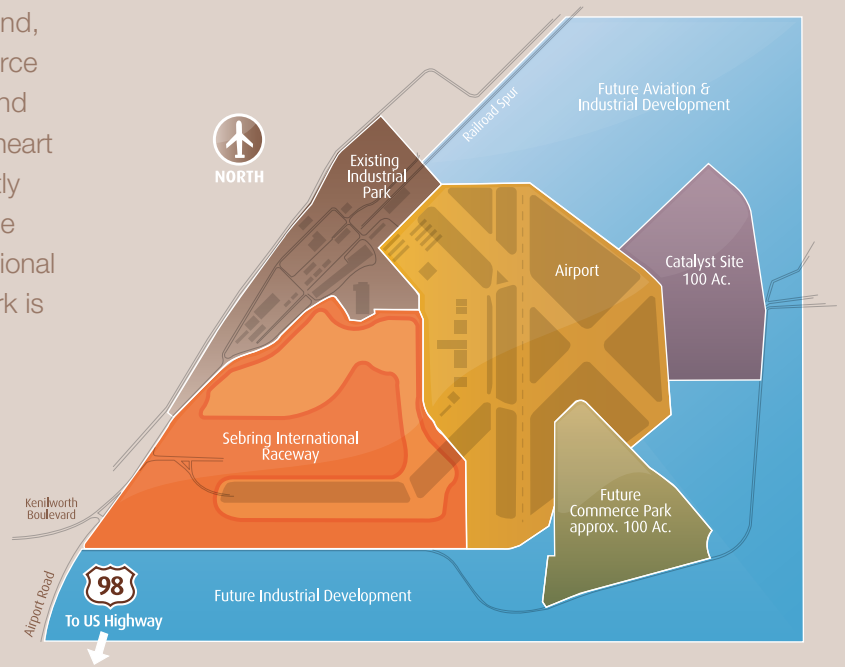
New York Times Reporting

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

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

SITE MAP

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



ACCELERATE YOUR BUSINESS'S POTENTIAL

State of Market 2024

Bill Wilson, MBA

Brown & Brown Public Sector

October 17, 2024

Overview

Introduction

Florida Property Market – A Look Back

Market Conditions

A Look Ahead Beyond 2024

Market Segments

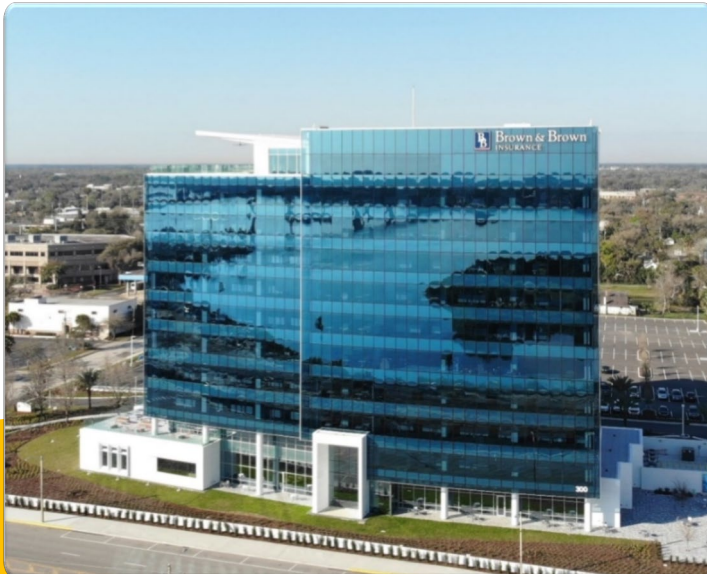
Legislative Impacts

Questions



Introduction

- Brown & Brown, Inc. was founded in 1939 in Daytona Beach and has since grown to be **the largest insurance intermediary in Florida** and the 5th largest in the world.
- In the State of Florida, our more than 50 offices, are comprised of 3,000 teammates responsible for the design, placement and servicing of annual insurance premiums in excess of \$2.6 Billion.





Introduction

- Brown & Brown Public Sector team has been representing Florida public entities for over 30 years.
- In addition to the Sebring Airport Authority, our team provides Property & Casualty and Employee Benefits advisement and insurance services to over 200 Florida governments, including Cities, Counties, School Boards, Special Districts, and Airports.

Florida Property Market

A LOOK BACK



Impacts of Storms on Florida Rates Historically

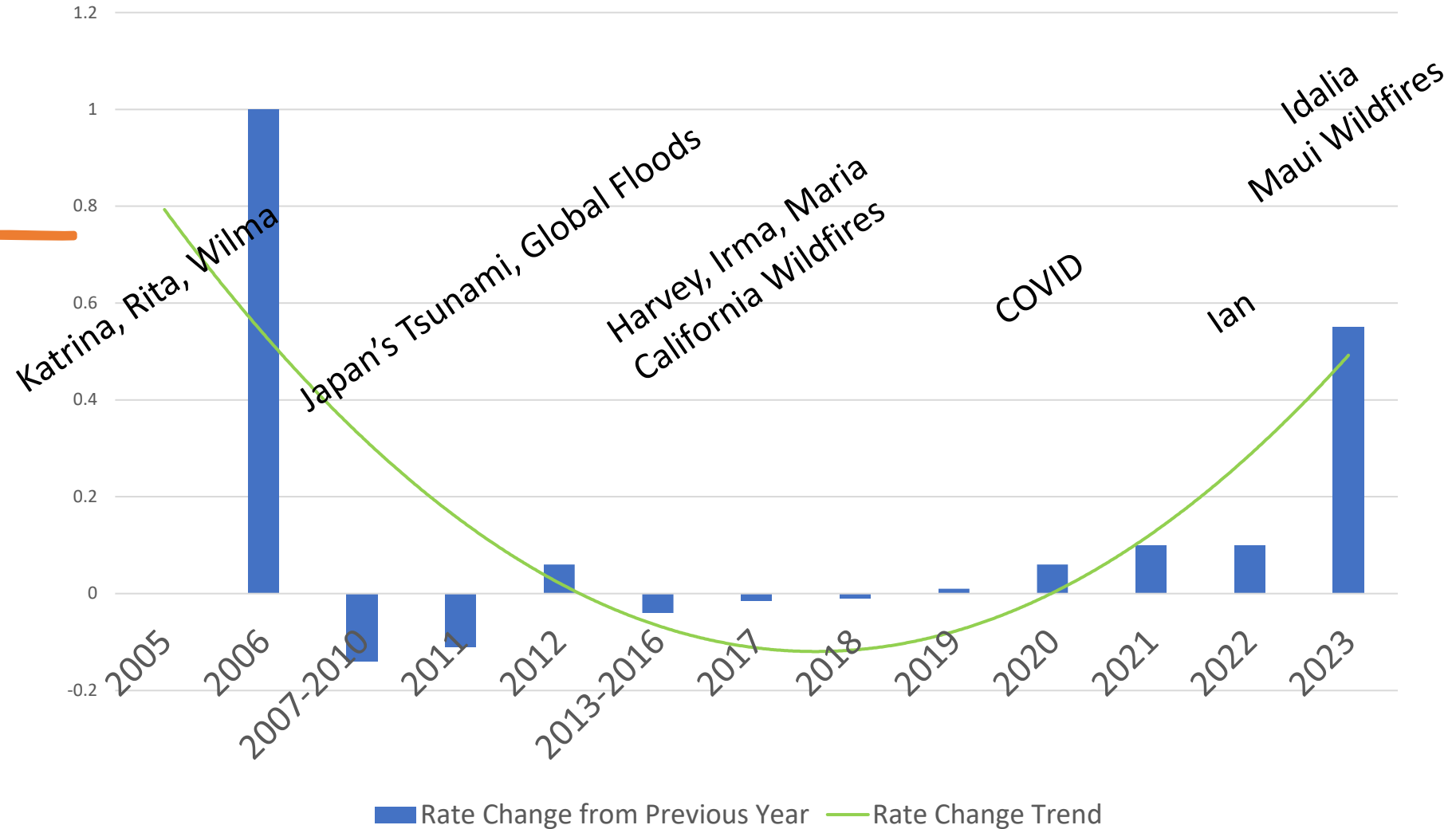
- Property Rates Rise and Coverage Restricts when Reinsurers Pay Claims
- Reinsurance Capacity Retreats and Deductibles Increase
- Insurers Amend Rates, Capacity and Deductibles

Year	Rate Change from Previous Year	Major Storm	Single Storm Insurance Loss (2024 \$)	Total Insurance CAT Losses in Billions
2005		Katrina	\$102B	\$166
2006	100%			\$32B
2007-2010	-14%			\$264
2011	-11%		Global Losses	\$193
2012	6%	Sandy	\$40B	\$105
2013-2016	-4%			\$265
2017	-1.50%	Irma	\$38B	\$193
2018	-1%	Michael	\$7B	\$125
2019	1%			\$94
2020	6%			\$122
2021	10%			\$153
2022	10%	Ian	\$56B	\$151
2023	55%			\$118

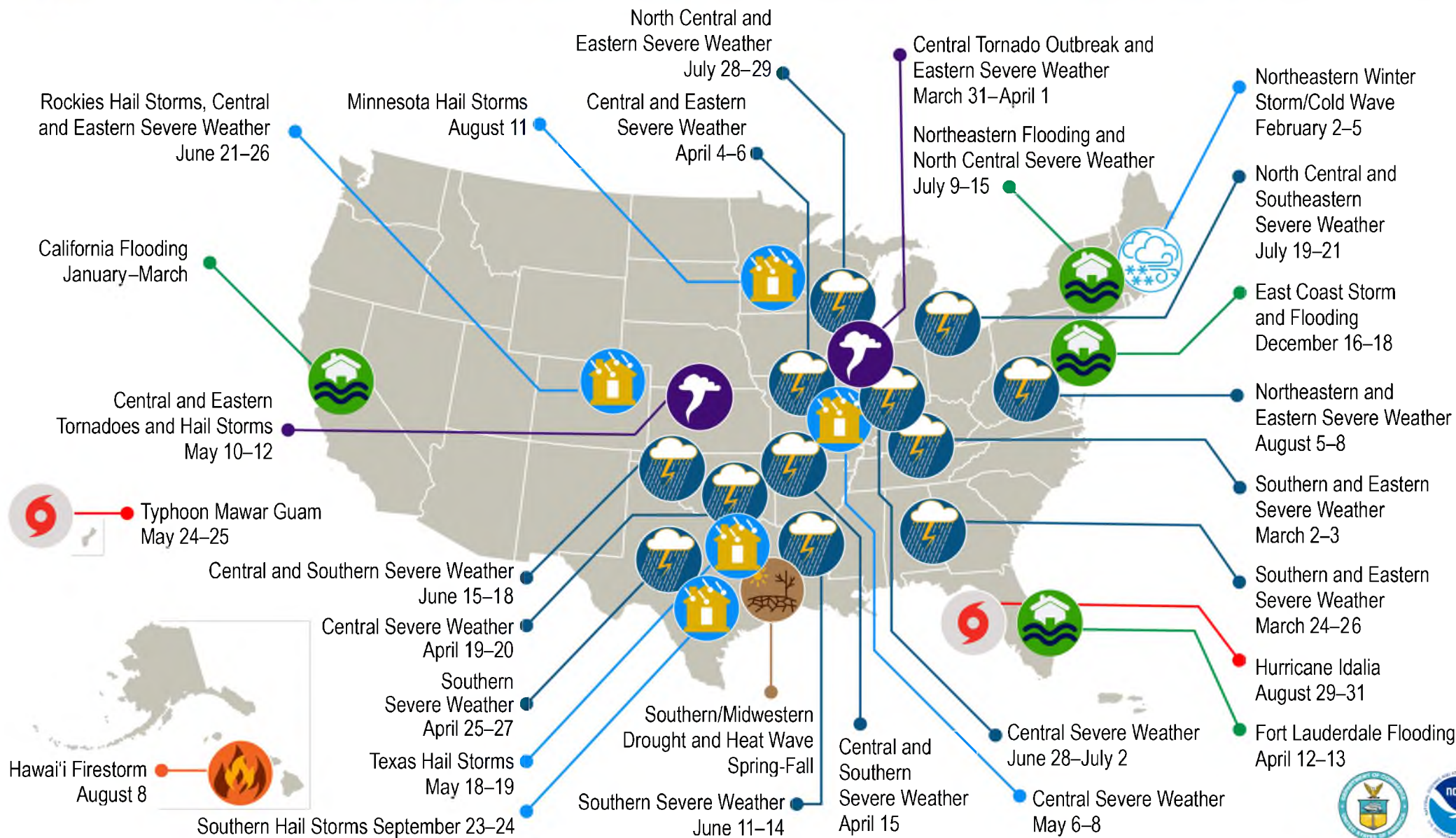
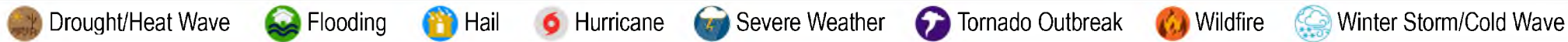
Hard vs. Soft Market Elements

- Hard Market
 - Stricter Underwriting
 - Reduced Capacity
 - Higher Premiums
 - Fewer Competitors
- Soft Market
 - Easier Underwriting
 - Increased Capacity
 - Lower Premiums
 - More Competitors

Effects on Florida Property Rates



U.S. 2023 Billion-Dollar Weather and Climate Disasters



This map denotes the approximate location for each of the 28 separate billion-dollar weather and climate disasters that impacted the United States in 2023.

Market Conditions



2023 Property Market Conditions



Supply Chain, Demand Surge, and Inflation have pushed construction costs, created under valued property schedules



20-25% increase in property value



Undervalued by 30% entire Florida Market



Trending Values, Appraisals, and Valuation Changes are underway

Recent Flood Events in Florida

- Broward County, Fort Lauderdale – April 2023
- up to 33 inches reported in just over 7 hours
- Leon County and Surrounding Counties – April 2024 –
experienced over 10 inches in some areas



Current Property Market 2024



The unexpected speed of market softening, with declining rates and competition among insurers, showed signs of the beginning a buyers's market



Secondary CAT Events (Convective Storms, tornadoes, excessive rainfall = flooding)



Current market is fragile, with potential for major storms or castastropic events to reverse downward trend.

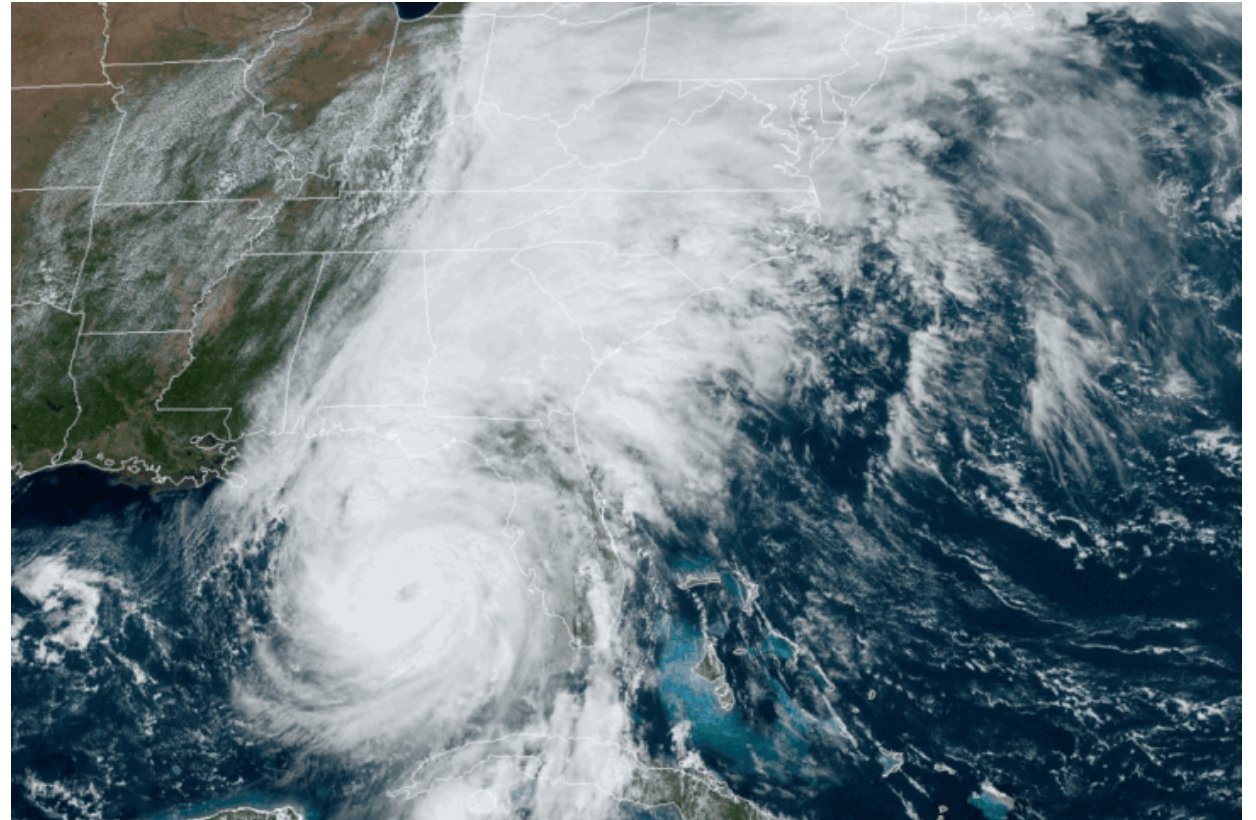
Active Hurricane Season 2024

- Five Hurricanes have made US Landfall in a Year
- Hurricane Beryl and Debby (CAT 1)
- Hurricane Francine (CAT 2)
- Hurricane Milton (CAT 3)
- Hurricane Helene (CAT 4)



Hurricane Helene

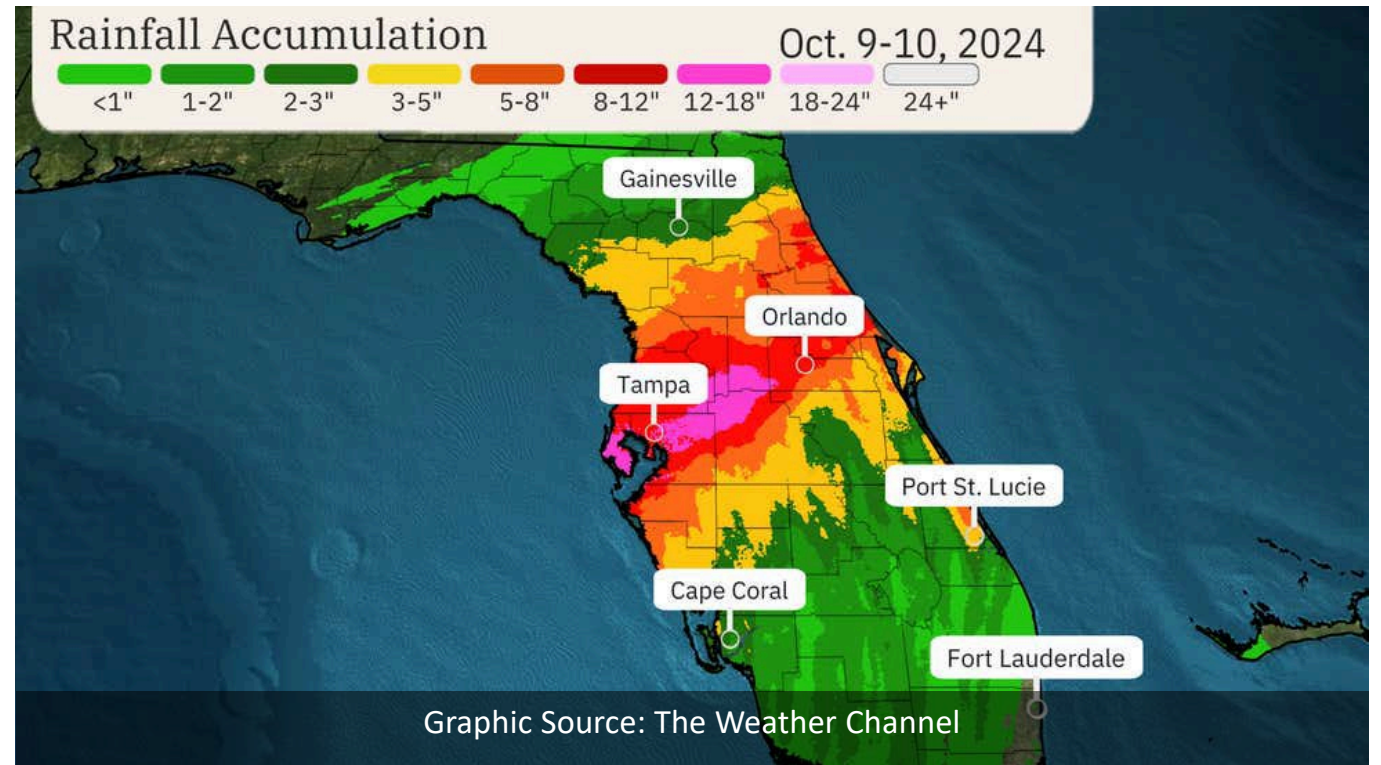
- Hits Florida Gulf Coast as a CAT 4.
- Severe Storm Surge – 15 Feet in the Big Bend
- Torrential Rain and Historic Flooding
- Even Greater Damage in the Carolina's
- Certain of North Carolina were impacted by over 25 inches of rain in less than 3 days
- Damages for insurers currently estimated between \$10 to \$20 Billion



Graphic Source: The National Weather Service

Hurricane Milton

- Hits Florida Gulf Coast as a CAT 3
- Rapid Intensification
- Over 100 reported Tornadoes Warnings – Largest Single Day Record for the State of Florida
- Path of Storm changed
- Damages for insurers currently estimated between \$30 to \$60 Billion



A Look Ahead Beyond 2024

- Property rates were showing a downward trend for the first time in almost 7 years
- The combination of Hurricane Helene and Hurricane Milton may be changing that direction
- Flood Insurance and Named Wind Storm Deductibles will be in play



A Look Ahead Beyond 2024

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Market Segments



Aviation Liability

- Aviation market is holding steady with increases primary tied to inflation which is driven by increased repair costs.
- Positive growth trends heading into the last quarter of 2024 make for a competitive environment.
- Challenges include increased repair cost, costly claims, weather issues, technical issues and the ongoing geopolitical climate.

Auto Liability

- Auto Liability and Physical Damage Coverage face higher claims costs
- Driven by increased accident severity, medical costs inflation and rising repair costs.
- Rates have increased in this area range from 5-15%
- Nuclear verdict concerns



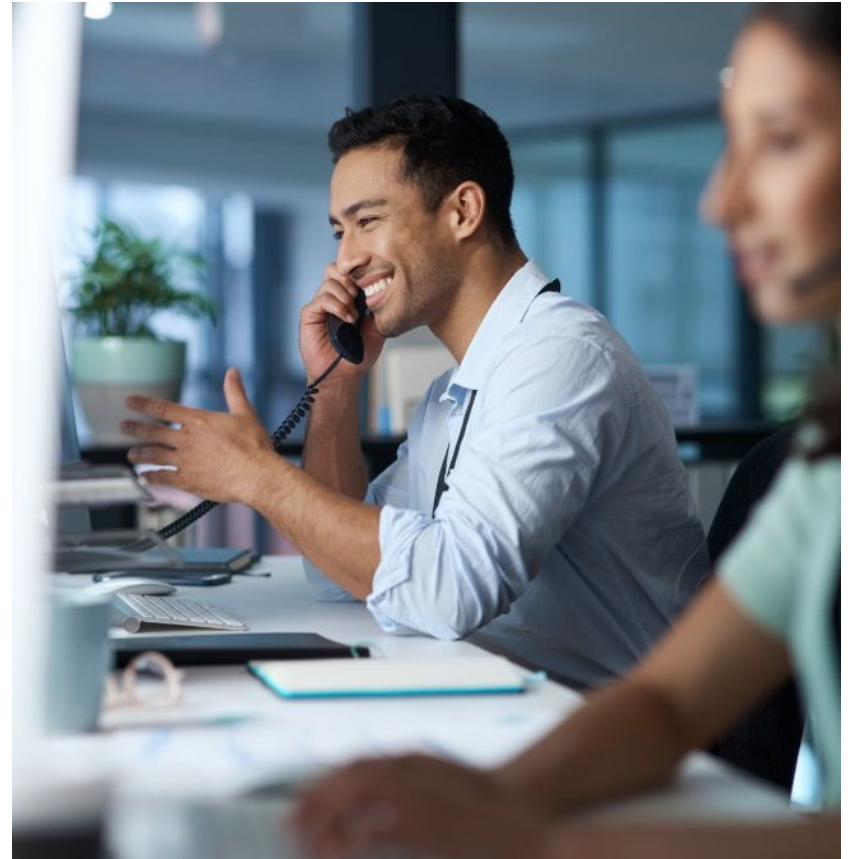


Cyber Liability

- Due to refreshed capacity and carrier growth strategies, competition has increased in 2024, primarily for risks exhibiting best-in-class controls.
- Rates are stabilizing on primary policies, currently averaging flat to between 5-10% on renewal.
- Social Engineering and Ransomware claims continue to dominate the public entity sector.
- Employee training and enhanced controls are crucial to prevent these claims.
- HB 7055 – Government Cybersecurity Act (2022)
- Seattle-Tacoma International Airport

Workers Compensation

- Workers Compensation rates continue to drop despite increased cost of medical care and labor shortages. However, there is an expected shift in the current soft market due to medical inflation and higher indemnity costs.
- Florida Legislature - SB 362 (2024) allows physicians to charge up to 175% of Medicare (up from 110%) and surgery rates are 210% up from 140%.
- There continues to be limited markets willing to write Florida public entity exposures, especially with police and fire presumption.



Legislative Impacts

- In 2024, the Legislature signed a comprehensive tort reform bill, HB 837.
- The law aims to decrease lawsuits and prevent predatory practices in limiting personal injury cases, insurance litigation and attorney's fees.
- In 2025, we anticipate legislation requesting an increased sovereign immunity tort cap in Florida.
- The bills proposed in 2024 asked for \$400k per person/\$600k per occurrence caps.
- Ultimately, the bills were not passed but are continue to be a hot topic of discussion.



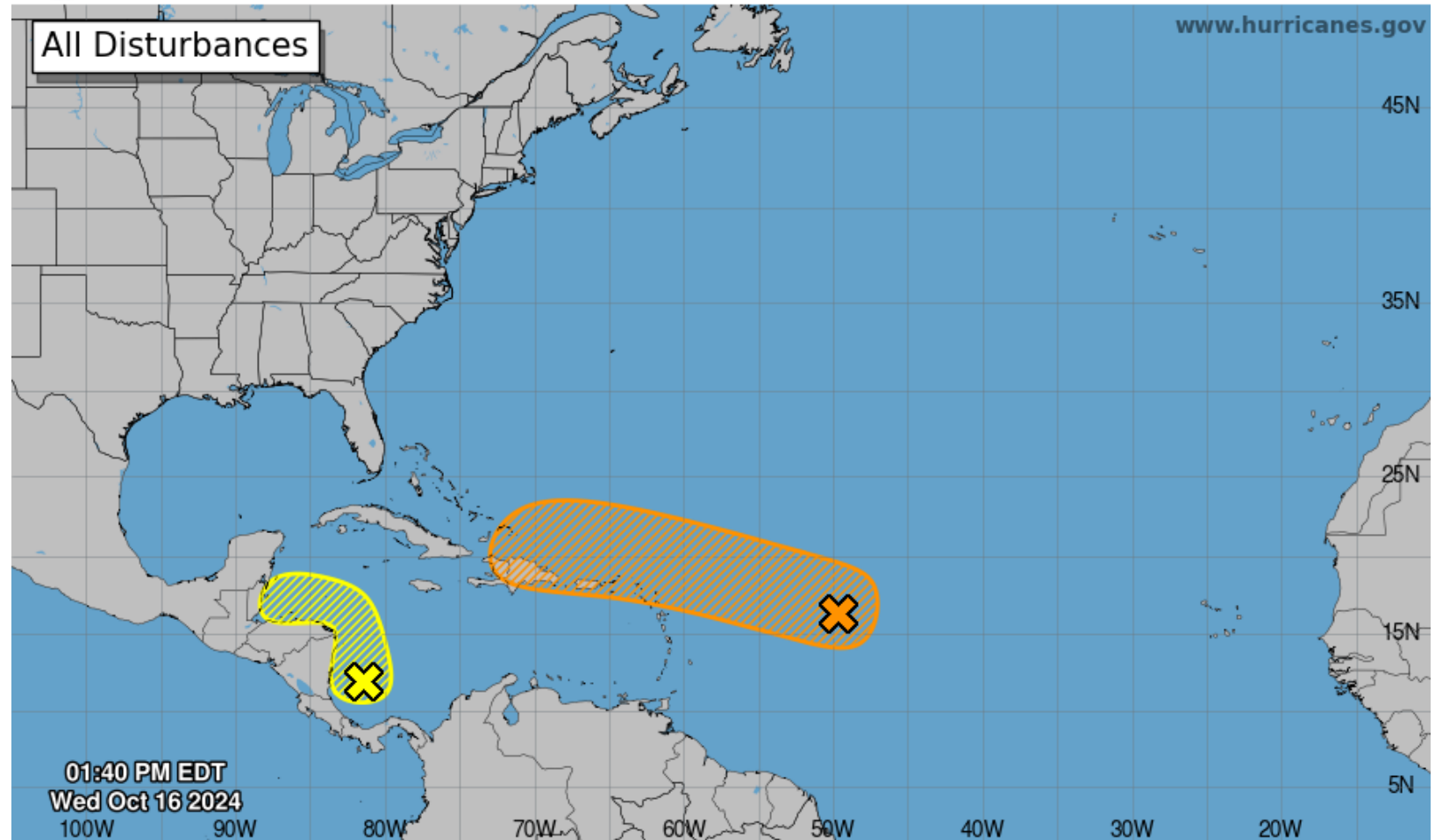
Stay Alert

- Currently, 2 Disturbances To Watch
- As of Wednesday, October 16, The Gulf System has a 20% chance of cyclone formation and The Atlantic System has a 40% chance of cyclone formation in 7 days



Seven-Day Graphical Tropical Weather Outlook

National Hurricane Center Miami, Florida



Current Disturbances and Seven-Day Cyclone Formation Chance: < 40% 40-60% > 60%

Tropical or Sub-Tropical Cyclone: Depression Storm Hurricane

Post-Tropical Cyclone or Remnants

Questions

Thank you!