

**Sebring Airport Authority  
Board Meeting Agenda  
April 17, 2025**

**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>
04/18/2025		Good Friday – Executive Offices Closed	
05/15/2025	1:30pm	SAA/CRA Board Meeting	Hendricks Field Center
05/26/2025		Memorial Day – Executive Offices Closed	

**2. CONSENT AGENDA**

- a) Approve March 2025 Minutes and Invoices

**3. MISCELLANEOUS**

**4. ACTION ITEMS**

- a) Public Transportation Grant Agreement – \$301,828 - FDOT Fuel Farm Improvements at Sebring Regional Airport
- b) RFP 25-02 Professional Aviation Consulting Services – Recommendation of Award
- c) SkyWrench Aircraft Services, LLC – Lease Building 103 C1
- d) Hendricks Field Aviation, LLC – Lease Building 103 C4
- e) Hendricks Field Aviation, LLC – Lease Building 103 C5
- f) Hawker Aviation Holdings, LLC – Lease Building 104 C1
- g) Resolution 25-02 Approving Budget Amendment S25-01

**CONTINGENT ACTION ITEMS**

**5. EXECUTIVE DIRECTORS' REPORT**

- FBO Report – Andrew Bennett

**6. BOARD OF DIRECTORS' BUSINESS**

- Julie Fowler presentation 2023-2024 Draft Audited SAA Financial Report

- Nominations SAA Board Seat
- Form 1 (due by July 1<sup>st</sup>)
- Form 9 (Due by June 30<sup>th</sup>)
- Florida Association of Special Districts (FASD) Ethics Training – Email was sent on March 21<sup>st</sup>

## **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  
March 20, 2025**

The Sebring Airport Authority Board of Directors held a scheduled Board Meeting on March 20, 2025, at 1:29 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
D. Craig Johnson	-	Secretary
Carl Cool	-	Assistant Secretary
Mark Andrews	-	Board Member
Jason Dunkel	-	Board Member

Also

Mike Willingham	-	Executive Director
Andrew Bennett	-	Deputy Director
Jami Olive	-	Executive Assistant
Colleen Plonsky	-	Director of Finance
Heather Leon	-	Accounting Supervisor
J. Michael Swaine	-	Swaine, Harris & Wohl, P.A.
Heather Meyer	-	AtkinsRéalís
Jack Thompson	-	Avcon, Inc.
Keira Medina	-	Avcon, Inc.
Malonie Ayers	-	Infrastructure Consulting & Engineering
Rex Thompson	-	Allied Universal
Eric Menger	-	Hanson Professional Services (by Teams)
George Hensly	-	Guest
Will Swaine	-	Guest
Greg Griffin	-	EAA Chapter 1240 - President
Ford Heacock	-	ARCF
Craig Sucich	-	RS&H
Shannon Kuen	-	CareerSource

**1. OPENING ITEMS**

**A.** Meeting was called to order at 1:29 p.m. by chairman Pete McDevitt.

**B.** J. Michael Swaine led the Invocation and led the Pledge.

**C. Roll Call**

Mark Andrews, Carl Cool, Jason Dunkel. D. Craig Johnson, Pete McDevitt, and Stanley Wells were present at the meeting. Terrill Morris was absent.

**D. Announcements**

Pete McDevitt asked if there were any other announcements than the ones presented, which was, the next board meeting will be held Thursday, April 17<sup>th</sup> at 1:30pm. Andrew Bennett introduced Sebring Airport Authority employee Heather Leon who will be covering the April board meeting for Jami Olive.

## **2. CONSENT AGENDA**

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

There was a motion by D. Craig Johnson to approve the Consent Agenda with a second by Mark Andrews. The motion was passed with ayes from Andrews, Cool, Dunkel, Johnson, McDevitt, and Wells.

## **3. MISCELLANEOUS**

No items were presented.

## **4. ACTION ITEMS**

### ***A. Approve and Ratify the execution and delivery of: Public Transportation Grant Agreement Amendment No. 1 – FDOT Additional Funding for Partial Parallel Taxiway D Project - \$125k Increase; and all action as taken by Airport Staff with respect thereto***

This item was presented by Andrew Bennett. There was a brief discussion. There was a motion by Mark Andrews to approve the item as presented, with a second by Carl Cool. The motion was passed with aye votes by Andrews, Cool, Dunkel, Johnson, McDevitt and Wells.

### ***B. Approve and Ratify the execution and delivery of: Rural Infrastructure Fund Grant Agreement - \$300k – Design Plans for Carroll Shelby Drive; and all action as taken by Airport Staff with respect thereto***

This item was presented by Andrew Bennett. There was a brief discussion. There was a motion by Jason Dunkel to approve the item as presented, with a second by Carl Cool. The motion was passed with aye votes by Andrews, Cool, Dunkel, Johnson, McDevitt and Wells.

### ***C. Approve and Ratify the execution and delivery of: Professional Services Contract AtkinsRealis – Design & Permit Carroll Shelby Rd - \$378,000; and all action as taken by Airport Staff with respect thereto***

This item was presented by Andrew Bennett. There was a brief discussion. There was a motion by Mark Andrews to approve the item as presented, with a second by D. Craig Johnson. The motion was passed with aye votes by Andrews, Cool, Dunkel, Johnson, McDevitt and Wells.

### ***D. Approve and Ratify the execution and delivery of: ITB 24-06 Canal Maintenance Segment 3 – Recommendation of Award and Contract – Base Bid & Alternatives 1-2 – Texas Aquatic Harvesting Inc.; and all action as taken by Airport Staff with respect thereto***

This item was presented by Andrew Bennett. There was a brief discussion. There was a motion by Carl Cool to approve the item as presented, with a second by Stanley Wells. The motion was passed with aye votes by Andrews, Cool, Dunkel, Johnson, McDevitt and Wells.



***E. Approve and Ratify the execution and delivery of: Rural Infrastructure Fund Grant Agreement - \$300k – Funding for CEI Services Webster Turn; and all action as taken by Airport Staff with respect thereto***

This item was presented by Andrew Bennett. There was a brief discussion. There was a motion by Carl Cool to approve the item as presented, with a second by D. Craig Johnson. The motion was passed with aye votes by Andrews, Cool, Dunkel, Johnson, McDevitt and Wells.

***F. Approve and Ratify the execution and delivery of: Advanced Drainage Systems – Amendment to Lease – Additional Storage Space (month to month); and all actions taken by Airport Staff with respect thereto***

This item was presented by Andrew Bennett. There was a brief discussion. There was a motion by Carl Cool to approve the item as presented, with a second by Jason Dunkel. The motion was passed with aye votes by Andrews, Cool, Dunkel, Johnson, McDevitt and Wells.

***G. Approve and Ratify the execution and delivery of: Public Transportation Grant Agreement Taxiway A Rehabilitation - \$40,000; and all actions taken by Airport Staff with respect thereto***

This item was presented by Andrew Bennett. There was a brief discussion. There was a motion by Mark Andrews to approve the item as presented, with a second by Carl Cool. The motion was passed with aye votes by Andrews, Cool, Dunkel, Johnson, McDevitt and Wells.

***H. Approve and Ratify the execution and delivery of: CivilSurv Design Group, Inc. – Addendum 4 Agreement for Webster Turn Project Bid Phase Services - \$26,880; and all actions taken by Airport Staff with respect thereto***

This item was presented by Andrew Bennett. There was a brief discussion. There was a motion by Carl Cool to approve the item as presented, with a second by Stanley Wells. The motion was passed with aye votes by Andrews, Cool, Dunkel, Johnson, McDevitt and Wells.

## **CONTINGENT ACTION ITEMS**

### **5. DIRECTOR'S REPORT**

Deputy Director Andrew Bennett presented the Executive Director's report.

Deputy Director Andrew Bennett updated the Board on FBO, Sebring Airport activities and Range activities. There was a brief discussion in regard to the range activities.

### **6. DIRECTOR'S BUSINESS**

Florida Association of Special Districts (FASD) Ethics Training - Jami Olive explained to the board members that she would get everyone's training done next week and to expect an email to complete the Ethics training by June 1<sup>st</sup>.

Sebring Race History & Possible Museum presented by Ford Heacock and Will Swaine – A presentation was given to the board members and guests in regards to the Sebring Race History by Ford Heacock. Then Will Swaine gave an presentation on the possibility of a Race Museum in downtown Sebring off the circle.


Board member Mark Andrews asked about the current legislative bill that would terminate local CRA's on a specified date this year. There was a brief discussion.

**7. CONCERNS OF THE PUBLIC**

Greg Griffin, President of the local EAA Chapter, presented a brief update on the chapter's past and upcoming events.

**8. ADJOURNMENT**

Chairman adjourned meeting at 2:27 pm.

  
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Mike Willingham, Executive Director

4.17.25  
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Approved by Board

## March 2025 Paid List

Date	SAA/FBO - Paid Invoices	Amount	Description
3/4/2025	Gibson Aviation Services Inc.	\$1,606.50	FBO: Replaced the Versa Valve on the Deadman; Troubleshooting the FSII System; Replaced the Underwing Nozzle
3/4/2025	Mosaix Software Inc.	\$1,739.00	FBO: AVMAN Series 1 Software - February 2025; POS Credit Card Swiper, Setup and Configuration
3/4/2025	Bella Villa 31	\$2,384.00	SAA/FBO: February 2025 Cleaning of Terminal Building
3/4/2025	Cintas	\$204.25	SAA/FBO: Weekly Svcs; Mats, Soap, GermX, Sanis Screens
3/4/2025	Cintas	\$122.00	SAA/FBO: Monthly Agreement for AED System
3/4/2025	Coastal MRO	\$50.50	FBO: New Employee Drug Screening
3/4/2025	Federal Express Corporation	\$15.05	SAA: Express Shipping Charges
3/4/2025	The News Sun	\$402.25	SAA: Publishing of Invitation to Bid #25-03 Weed Control Service
3/4/2025	Paul C Valladares Jr	\$270.00	SAA/FBO: March 2025 Plant Services
3/4/2025	Rapid Systems	\$638.95	SAA/FBO: February 2025 Monthly Internet Terminal Building
3/4/2025	Copy Life Inc	\$407.30	SAA/FBO: February 2025 Copies
3/5/2025	Ascent Aviation Group	\$32,406.98	FBO: 100LL Avgas @ KSEF
3/6/2025	Ascent Aviation Group	\$23,581.05	FBO: Jet-A Fuel @ KSEF
3/6/2025	Dustin Dennis	\$425.00	SAA/FBO: Detailing of Airport Vehicles
3/10/2025	Ascent Aviation Group	\$23,515.99	FBO: Jet-A Fuel @ KSEF
3/11/2025	CAMP Software Inc.	\$297.50	FBO: TFBO Software for 5 Users - March 2025
3/11/2025	Gibson Aviation Services Inc.	\$3,116.31	FBO: Removed and Replaced the D-Ring on F116 Nozzle; Blanked Off the Pipes; Installed the Rebuilt Control Valve
3/11/2025	Ascent Aviation Group	\$46.00	FBO: CC Heartland Warranty Fee/CC Communication Fee
3/11/2025	Ascent Aviation Group	\$9.18	FBO: WingPoints Issued Thru 02.19.25
3/11/2025	Air & Electrical Services, Inc	\$2,428.25	SAA: Provide and Install 1 Hinged OB Light Arm Bracket
3/11/2025	Alan Jay Automotive	\$65.40	SAA: 2023 Ford Explorer #0724 Oil Change
3/11/2025	Universal Protection Service, LLC	\$12,226.76	SAA: February 2025 Security Services
3/11/2025	George E. Cline dba ATC Tower	\$17,000.00	SAA: 2025 Air Traffic Controllers for 12 Hours of Sebring Race
3/11/2025	Avatar Productions, Inc.	\$4,735.00	SAA: Videography of Sebring Airport, Graphics and Travel Expense for Safety Advisor Video on Website
3/11/2025	Bio-Tech Consulting Inc.	\$3,643.33	SAA: Bi-Monthly Waterway Weed Control
3/11/2025	Cintas	\$204.25	SAA/FBO: Weekly Svcs; Mats, Soap, GermX, Sanis Screens
3/11/2025	CivilSurv Design Group, Inc.	\$630.00	SAA: Professional Svcs; For Webster Turn Drive Reconstruction - Grant Reimbursed
3/11/2025	Lumen	\$1,769.41	SAA/FBO: March 2025 Fiber Optics
3/11/2025	Colt's Pressure Cleaning & Painting Inc.	\$1,200.00	SAA: Hangar C1 Interior Office Repaint and Hangar Floor Cleaning for New Tenant Occupancy
3/11/2025	Heartland Spring Water, Inc.	\$300.00	SAA/FBO: Delivery of 30 Cases of Spring Water
3/11/2025	Long's Air Conditioning, Inc.	\$1,384.60	SAA: Installed New Fan Motor on Commercial Unit for Runway Cafe
3/11/2025	Reed Appraisal Company	\$2,000.00	SAA: Commercial Hangar Appraisal Report and Inspection for Building 197 (EAA)
3/11/2025	RW Summers Railroad Contr.,Inc	\$1,356.00	SAA: Q1 2025 Track Inspection @ SAA - Performed 02.28.2025
3/11/2025	Yarbrough Tire & Service, Inc.	\$248.47	SAA: 2017 Ford Explorer Oil Change, Tire Rotation & Air Filter
3/14/2025	Ascent Aviation Group	\$24,885.16	FBO: Jet-A Fuel @ APBR
3/17/2025	Ascent Aviation Group	\$23,613.83	FBO: Jet-A Fuel @ KSEF
3/18/2025	Fraser Auto Repair, Inc. dba	\$192.50	FBO: Gator Repairs - Grease and Adjust Chains, Cleaned Fuel System, Fuel Pump Check Valve Stuck-Fixed
3/18/2025	Mosaix Software Inc.	\$1,315.00	FBO: Avman Series 1 Software - April 2025
3/18/2025	Swift Fuels, LLC	\$10,650.09	FBO: UL94 Avgas @ KSEF
3/18/2025	Big Messages LLC	\$173.55	SAA/FBO: After Hours Telephone Answering Service
3/18/2025	Cintas	\$204.25	SAA/FBO: Weekly Svcs; Mats, Soap, GermX, Sanis Screens
3/18/2025	Long's Air Conditioning, Inc.	\$285.00	SAA: Serviced the 3 Commercial Units; Changed Filters, Drain Cleaner, Coil Cleaner - Terminal Building
3/18/2025	Robbins Nursery, Inc.	\$1,677.90	SAA: Yearly Re- Mulching around Terminal Building
3/18/2025	Armando J. de Solo III	\$40.00	SAA/FBO: Embroidery on Shirts and Hat for Employees
3/18/2025	TechHouse:Intergrated	\$1,433.16	SAA/FBO: Monthly Recurring Software Fees; General IT Support - Ran Scans to Check Device, Intune & RMM EDR Not Reporting

## March 2025 Paid List

<b>Date</b>	<b>SAA/FBO - Paid Invoices</b>	<b>Amount</b>	<b>Description</b>
3/19/2025	Seven Sebring Raceway Hotel	\$24,543.00	SAA: Seven Hotel Renovations Capital Expenditures Reimbursement
3/20/2025	Ascent Aviation Group	\$23,188.83	FBO: Jet-A Fuel @ KSEF
3/21/2025	A1 Safari Glass Inc.	\$1,192.00	SAA: Removal of Existing Sealant & Reseal Windows on Terminal Building
3/24/2025	Ascent Aviation Group	\$24,303.82	FBO: Jet-A Fuel @ APBR
3/24/2025	Andrew H. Bennett	\$3,098.76	SAA: Out of Town Travel Reimbursement - Passenger Terminal Expo, Madrid Spain - Panel Speaker for Advanced Air Mobility: A US Planning Perspective
3/25/2025	Ascent Aviation Group	\$31,978.30	FBO: 100LL Avgas @ KSEF
3/25/2025	Ascent Aviation Group	\$2,532.00	FBO: Freight Charges for Fuel Truck Pick-up
3/25/2025	Atkins North America, Inc.	\$5,296.50	SAA: SEF SPCC Plan & SWPPP Updates - January 2025-February 2025
3/25/2025	Atkins North America, Inc.	\$20,397.50	SAA: February 2025 General On-Call Services
3/25/2025	Avcon, Inc.	\$2,145.00	SAA: January 2025 General On-Call Services
3/25/2025	Becker & Poliakoff, P.A.	\$465.00	SAA: Review of Leasehold; General Construction Issues; Construction Claims with Frasier Contract
3/25/2025	Bryant Miller Olive P.A.	\$10,489.00	SAA: February 2025 - Landlord/Tenant Dispute with EStone USA Corp.; Landlord/Tenant Dispute with O'Brien Helicopters; RE: SLID Stormwater Treatment
3/25/2025	Bugs Bee-Ware Ext., Inc.	\$303.00	SAA: Fertilized Shrubs with Granular Fertilizer and Inspect for Insects & Fungus
3/25/2025	Cintas	\$378.22	SAA/FBO: Weekly Svcs; Mats, Soap, Aircare, GermX, FBO Red Mats
3/25/2025	CliftonLarsonAllen	\$18,803.74	SAA: Final Billing for the 09.30.24 Audit of Sebring Airport Authority and Community Redevelopment Agency; Monthly Lease & SBITA Software Fees
3/25/2025	Colt's Pressure Cleaning &	\$500.00	SAA: Exterior Cleaning Front of Terminal Building
3/25/2025	Department of Management Svcs.	\$337.81	SAA/FBO: February 2025 Audio Long Distance & Local Services
3/25/2025	Federal Express Corporation	\$28.38	SAA: Express Shipping Charges
3/25/2025	Florida Waste Solutions LLC	\$1,191.20	SAA/FBO: Monthly Waste Collection Service - February 2025
3/25/2025	Heartland Spring Water, Inc.	\$302.00	SAA/FBO: Delivery of 30 Cases of Spring Water
3/25/2025	Jack's Lawn Service	\$9,600.00	SAA: March 2025 Lawn and Landscape Care; Tree Trimming and Lawn Care at EStone for Race Week; Diversified CPC Lawn Care (Remibursed by Tenant)
3/25/2025	Pitney Bowes Global Financial	\$192.75	SAA: Quarterly Lease of Postage Machine 01.30.25 - 04.29.25
3/25/2025	Shutts & Bowen, LLP	\$455.00	SAA: February 2025 Legal Svcs; EStone Creditor's Rights; Star Farms Corp
3/25/2025	Swaine, Harris & Wohl, P.A.	\$3,565.47	SAA: February 2025 General On-Call Services; January 2025 Legal Services - SLID Dispute; EStone
3/25/2025	TechHouse:Intergrated	\$187.70	SAA: General IT Support - Setup Email; Setup Microphone; Corporate WIFI Issue
3/25/2025	SWK Technologies, Inc.	\$498.75	SAA: Monthly Fee for Sage 100 Secure Cloud Services
3/27/2025	Seven Sebring Raceway Hotel	\$7,250.91	SAA: Seven Hotel Renovations Capital Expenditures Reimbursement
3/28/2025	Ascent Aviation Group	\$23,140.37	FBO: Jet-A Fuel @ APBR
3/31/2025	Ascent Aviation Group	\$22,507.83	FBO: Jet-A Fuel @ KSEF

**Total Paid: \$443,772.56**

## March 2025 P-Cards

Purchase Date	Vendor Name	Amount	Description
3/4/2025	NAPA AUTO PARTS SEBRING	\$118.46	FBO: Coolant and Oil for Golf Cart
3/4/2025	TRIANGLE HARDWARE	\$43.56	FBO: Bungee Cord for Chocks
3/4/2025	W & W LMB LAKE PLACID	\$10.76	FBO: Screws for Chocks
3/4/2025	VERIZONWRLSS RTCCR VB	\$1,533.04	SAA/FBO: Monthly Mobile Service February 2025
3/5/2025	SP SRQCOFFEE.COM	\$149.85	FBO: Coffee Station Replenishment (Coffee)
3/5/2025	AMAZON MKTPL 1V3C395K3	\$159.81	SAA/FBO: Cabinet Locks for Courtesy Bar, Freezer Pops, Tissue Paper and Zip Ties
3/5/2025	NAPA AUTO PARTS 161	\$26.20	FBO: Thread Lock for Repairs and Towels for Cleaning
3/5/2025	CIRCLE K 07515	\$75.00	SAA/FBO: Fuel for Maintenance Truck
3/5/2025	STARLINK INTERNET	\$500.00	SAA/FBO: Monthly Back-Up Satellite Internet Service
3/5/2025	LOOPNET	\$198.00	SAA: Online Realty Listing Service Company
3/6/2025	AMAZON MKTPL PJ9IC2ZR3	\$64.75	SAA/FBO: Operating Supplies - Trash Bags and Plastic Ware
3/6/2025	EXXON LAMOSS INC.	\$63.84	FBO: Fuel in Courtesy Vehicle
3/6/2025	Amazon.com I07IP3813	\$19.98	FBO: Coffee Station Replenishment (Hot Chocolate)
3/6/2025	SQ MID FLORIDA TRUCK PAR	\$39.95	FBO: Fuel Filter Sperator for GPU
3/6/2025	WWW.NATA.AERO	\$952.00	FBO: NATA Subscription
3/6/2025	WAWA 5373	\$45.27	SAA: Fuel in Operations Vehicle
3/6/2025	AMAZON MKTPL FS0A15P63	\$7.78	SAA: Office Supplies - Spiral Notebook Accounting
3/7/2025	HIVIS & SUMMIT SAFETY	\$109.03	FBO: Jackets for FBO Lineman
3/7/2025	NAPA AUTO PARTS SEBRING	\$229.10	FBO: GPU Repairs Battery Cables, Master Switch, Fuel Filter, Air, Oil, and Battery Spray
3/7/2025	AMAZON MKTPL 221WJ8EE3	\$39.93	SAA/FBO: Belt for Exhaust Fan, Operating Supplies - Insulated Coffee Thermos
3/7/2025	SHERWIN-WILLIAMS702090	\$86.85	SAA: Paint for Commercial Hangar C3 - Building 103
3/7/2025	AMAZON MKTPL KT3199HZ3	\$55.43	SAA: Office Supplies - Binder Clips, Pens
3/9/2025	ADOBE ADOBE	\$239.90	SAA: Monthly Subscriptions
3/10/2025	HARBOR FREIGHT TOOLS 538	\$77.97	FBO: Shop Rags and Blower
3/10/2025	LOWES #02224	\$63.20	SAA: Terminal Connecters for Maintenance
3/10/2025	THE HOME DEPOT #6340	\$45.96	FBO: Storage Container for FBO Equipment
3/10/2025	AIRBNB HMWS3HP8H8	\$1,228.19	SAA: Payment for Lodging for Life Safety Coordinator for 12 Hour of Sebring Race Week
3/10/2025	WALMART.COM	\$130.88	SAA/FBO: Race Week Supplies for Staff (Drinks, Snacks), Kitchen Supplies, Condiments
3/10/2025	WAWA 5370	\$24.00	SAA: Fuel in Courtesy Vehicle
3/11/2025	BARCODES GROUP, INC.	\$201.07	FBO: Wireless Scanner Base/Charger/Stand
3/11/2025	MID FLORIDA PORTABLE T	\$285.00	SAA: Port-A-Potty and Hand Washing Station for Control Tower for Race Week
3/11/2025	AMAZON MKTPL 7H5Q27303	\$26.99	SAA: Electrical Supplies
3/11/2025	Highlands County BOCC	\$414.00	SAA: Right of Way Use Permit Application Fee - Permit with Highlands County to Replace Street Signs Coming into the Airport on Haywood Taylor Blvd.
3/12/2025	PUBLIX #1517	\$93.36	SAA/FBO: Lunch & Dinner for Staff During Race Week
3/12/2025	SQ ZACKS PIZZA & BBQ	\$105.17	SAA/FBO: Lunch & Dinner for Staff During Race Week
3/12/2025	CIRCLE K 07515	\$59.00	SAA/FBO: Fuel for Maintenance Truck
3/13/2025	THE HOME DEPOT #6340	\$121.72	SAA: 2x4 and 4x4 Wood for Maintenance
3/13/2025	TRTAX&ACTGPROFESSIONAL	\$306.00	SAA: Monthly Subscription Fixed Asset Software
3/14/2025	WALMART.COM	\$105.35	FBO: Office/Operating Supplies - FBO
3/14/2025	WAWA 5373	\$52.03	SAA: Fuel in Operations Vehicle
3/14/2025	LITTLE FROGGIES	\$301.60	SAA/FBO: Lunch & Dinner for Staff During Race Week
3/14/2025	AMAZON MKTPL 7S0II3RC3	\$25.88	FBO: Power Cord for Wireless Bar Scanner
3/15/2025	PUBLIX #1517	\$70.88	SAA/FBO: Lunch & Dinner for Staff During Race Week
3/15/2025	CIRCLE K 07515	\$30.58	FBO: Fuel in Courtesy Vehicle
3/16/2025	AMAZON MKTPL LY8YC59C3	\$64.94	SAA: Uniform Shirts for Employees
3/17/2025	Amazon.com XQ13F6LT3	\$50.02	FBO: Coffee Station Replenishment (Green Tea & Vanilla Creamer)
3/18/2025	AMAZON MKTPL BF50K15K3	\$22.99	FBO: Reusable Water Bottle For FBO Staff
3/18/2025	APEX OFFICE PRODUCTS INC	\$164.97	SAA: 3-Hole Punch Copy Paper
3/19/2025	WAWA 5370	\$87.76	FBO: Fuel For Ground Service Equipment
3/19/2025	WM SUPERCENTER #666	\$112.37	FBO: FBO Operating Supplies: Shop Vac, Mason Jars for Testing Fuel, and Water Bottles
3/19/2025	WAWA 5373	\$48.31	SAA: Fuel in Operations Vehicle
3/19/2025	CIRCLE K 07515	\$71.00	SAA/FBO: Fuel for Maintenance Truck
3/19/2025	Messe Friedrichshafen	\$73.42	SAA: Ticket for AERO Friedrichshafen General Aviation Show
3/20/2025	HTL PLAZAHOTELBUCH	\$1,003.44	SAA: Hotel for AERO Friedrichshafen General Aviation Show
3/20/2025	MS WALTHTEL	\$5,117.83	SAA: Hotel Reservation for Paris Air Show 2025 (June 15-23, 2025)
3/20/2025	CFX VES WEBSITE	\$9.78	SAA: Out-of-Town Tolls Paid
3/20/2025	SUNPASS ACC101918194	\$19.04	SAA: Out-of-Town Tolls Paid

## March 2025 P-Cards

Purchase Date	Vendor Name	Amount	Description
3/20/2025	SHERWIN-WILLIAMS702090	\$57.90	SAA: Paint for Commercial Hangar C1 - Building 103
3/20/2025	SIAE	\$240.90	SAA: Ticket for Paris Air Show 2025 - June 2025
3/21/2025	GOOD SPORTSMAN MARKETING,	\$20.00	FBO: Trail Camera Subscription for Documenting Wildlife
3/21/2025	INTERNATIONAL TRANSACTION	\$51.18	SAA: International Transaction Fee for Paris Air Show Hotel - June 16-22
3/21/2025	INTERNATIONAL TRANSACTION	\$0.73	SAA: International Transaction Fee for AERO Friedrichshafen Show - April 10-12
3/21/2025	FLORIDA STATE UNIV	\$790.00	SAA: FASD Ethics Course for Special Districts for Board Members and Executive Staff
3/21/2025	INTERNATIONAL TRANSACTION	\$2.41	SAA: International Fee for Ticket Paris Air Show 2025
3/22/2025	Flightradar24 AB	\$34.99	FBO: Flightradar24 Flight Tracker Subscription
3/24/2025	INTERNATIONAL TRANSACTION	\$0.35	FBO: International Fee for Camera Subscription
3/24/2025	SWISS.COM 7244559612848	\$301.62	SAA: Airline Tickets for Friedrichshafen AERO Show - April 10-12
3/24/2025	VBS VONAGE BUSINESS	\$450.01	SAA/FBO: Monthly Phone Service
3/25/2025	TAYLOR RENTAL	\$47.00	FBO: Trailer Rental to Pickup Equipment
3/25/2025	AARONS CARTS PLUS IN	\$33.94	FBO: Golf Cart Starter Belt
3/25/2025	WAWA 5373	\$52.05	SAA: Fuel in Operations Vehicle
3/25/2025	W & W LMB LAKE PLACID	\$64.34	SAA: Plumbing Material for Faucets
3/26/2025	MARATHON PETRO242701CITGO	\$54.54	FBO: Fuel in Courtesy Vehicle
3/26/2025	INTERNATIONAL TRANSACTION	\$3.02	SAA: International Transaction Fee for Friedrichshafen AERO Show Airline Tickets
3/26/2025	APEX OFFICE PRODUCTS INC	\$591.96	SAA/FBO: Operating Supplies (Towels, Coffee Station Replenishment, Toilet Paper, Letter opener)
3/27/2025	AMAZON MKTPL 7T6WI8VH3	\$7.49	FBO: Operating Supplies - Lens Wipes
3/27/2025	NAPA AUTO PARTS SEBRING	\$57.81	FBO: Fiberglass and Muffler Repair Kits for Golf Cart
3/27/2025	Charles Tyrwhitt, Inc.	\$214.73	SAA: Employee Uniforms
3/27/2025	TST SEVEN SEBRING RACEWA	\$40.56	SAA: Lunch with Prospective Tenant
3/27/2025	APEX OFFICE PRODUCTS INC	\$23.19	SAA/FBO: Operating Supplies - Kitchen Paper Towels
3/29/2025	VERIZONWRLSS RTCCR VB	\$1,310.46	SAA/FBO: Monthly Mobile Service March 2025
3/29/2025	Mailchimp	\$26.50	SAA: Email Marketing Tool
3/29/2025	2Pitney Bowes Inc.	\$87.99	SAA: Ink Supplies for Postage Machine
3/31/2025	GOOD SPORTSMAN MARKETING,	(\$20.00)	FBO: Camera Subscription Refund; Overcharged
3/31/2025	GOOD SPORTSMAN MARKETING,	(\$20.00)	FBO: Camera Subscription Refund; Overcharged
3/31/2025	Amazon.com RC6S04PC3	\$28.12	FBO/SAA: Operating Supplies - Paper Plates, Plastic Spoons, Raw Sugar
3/31/2025	CIRCLE K 07515	\$80.00	SAA/FBO: Fuel for Maintenance Truck
3/31/2025	ALLEN ENTERPRISES INC	\$1,074.59	SAA: Airfield Lighting
4/1/2025	SP COOLIBAR WHOLESAL	\$735.95	FBO: Sebring Airport Shirts for Resale
4/1/2025	WAWA 5373	\$51.09	SAA: Fuel in Operations Vehicle
4/1/2025	WWW.EBRIDGE.COM	\$175.00	SAA: Monthly Fee for Record Retention
4/2/2025	WAWA 5370	\$36.30	FBO: Fuel in Courtesy Vehicle
4/2/2025	WAWA 5370	\$38.63	FBO: Fuel in Courtesy Vehicle
4/2/2025	WAWA 5370	\$49.78	FBO: Fuel in Courtesy Vehicle
4/2/2025	NAPA AUTO PARTS SEBRING	\$60.06	SAA: Repair to 2017 Ford Explorer
4/3/2025	SUN N FUN ACE FLMUS	\$202.60	SAA: Purchased Tickets for Airport Staff for Sun N Fun
4/3/2025	FLORIDA AIRPORTS COUNC	\$425.00	SAA: Membership Dues
4/3/2025	LOOPNET	\$198.00	SAA: Online Realty Listing Service Company
4/3/2025	Google YouTube TV	\$94.25	SAA: Monthly Subscription for Terminal Building Waiting Area

**Total Due: \$23,158.23**

**Accounts Payable Aged Invoice Report**  
**Open Invoices - Aged by Invoice Date - As of 4/9/2025**  
**Sebring Airport Authority (SAA)**

Vendor No./ Invoice No.	Invoice Date	Due Date	Invoice Balance	Current	30 Days	60 Days	90 Days	120 Days	
A&LLOCK Craig D Curtis									
009048	4/3/2025	5/3/2025	\$330.00	\$330.00	\$0.00	\$0.00	\$0.00	\$0.00	SAA: Rekey Building 103; C1, C4, C5
Vendor A&LLOCK Totals:			\$330.00	\$330.00	\$0.00	\$0.00	\$0.00	\$0.00	
ALLIED Universal Protection Service, LLC									
16914930	3/31/2025	4/30/2025	\$15,854.48	\$15,854.48	\$0.00	\$0.00	\$0.00	\$0.00	SAA: March 2025 Security Services
Vendor ALLIED Totals:			\$15,854.48	\$15,854.48	\$0.00	\$0.00	\$0.00	\$0.00	
AVCON Avcon, Inc.									
130068 OC	2/28/2025	3/30/2025	\$1,343.00	\$0.00	\$1,343.00	\$0.00	\$0.00	\$0.00	SAA: February 2025 General On-Call Services
Vendor AVCON Totals:			\$1,343.00	\$0.00	\$1,343.00	\$0.00	\$0.00	\$0.00	
BECKER Becker & Poliakoff, P.A.									
5217462	3/31/2025	4/30/2025	\$1,875.00	\$1,875.00	\$0.00	\$0.00	\$0.00	\$0.00	SAA: Review Condominium Lease Parameters for Draft Ground Lease Agreement with Corle Building Systems, Inc.
Vendor BECKER Totals:			\$1,875.00	\$1,875.00	\$0.00	\$0.00	\$0.00	\$0.00	
BRYANT Bryant Miller Olive P.A.									
85593 ESTONE	3/31/2025	4/30/2025	\$80.00	\$80.00	\$0.00	\$0.00	\$0.00	\$0.00	SAA: March 2025 Legal Svcs; Landlord/Tenant Dispute with EStone USA Corp.
85594 OBRIEN	3/31/2025	4/30/2025	\$471.12	\$471.12	\$0.00	\$0.00	\$0.00	\$0.00	
85595 SLID	3/31/2025	4/30/2025	\$4,377.50	\$4,377.50	\$0.00	\$0.00	\$0.00	\$0.00	SAA: March 2025 Legal Svcs; RE: SLID Stormwater Treatment
Vendor BRYANT Totals:			\$4,928.62	\$4,928.62	\$0.00	\$0.00	\$0.00	\$0.00	
CINTAS Cintas									
4226008950	4/2/2025	5/2/2025	\$204.25	\$204.25	\$0.00	\$0.00	\$0.00	\$0.00	SAA/FBO: Weekly Svcs; Mats, Soap, GermX, Sanis Screens
Vendor CINTAS Totals:			\$204.25	\$204.25	\$0.00	\$0.00	\$0.00	\$0.00	
HANSON Hanson Professional Services Inc									
ARIV1013638	3/27/2025	4/26/2025	\$3,500.00	\$3,500.00	\$0.00	\$0.00	\$0.00	\$0.00	SAA: Independent Fee Estimate for Taxiway D: CEI Services
ARIV1013639	3/27/2025	4/26/2025	\$3,500.00	\$3,500.00	\$0.00	\$0.00	\$0.00	\$0.00	
Vendor HANSON Totals:			\$7,000.00	\$7,000.00	\$0.00	\$0.00	\$0.00	\$0.00	SAA: Independent Fee Estimate Taxiway A Rehabilitation - Design Services Sebring Regional Airport
JACKS Jack's Lawn Service									
2454	4/1/2025	5/1/2025	\$8,325.00	\$8,325.00	\$0.00	\$0.00	\$0.00	\$0.00	SAA: April 2025 Lawn and Landscape Care
2455	4/1/2025	5/1/2025	\$345.00	\$345.00	\$0.00	\$0.00	\$0.00	\$0.00	
Vendor JACKS Totals:			\$8,670.00	\$8,670.00	\$0.00	\$0.00	\$0.00	\$0.00	SAA: Two Loads to Landfill; Replace Flowers at Flagpole
PAYCHEX Paychex of New York LLC									
9151011	4/5/2025	4/20/2025	\$120.00	\$120.00	\$0.00	\$0.00	\$0.00	\$0.00	SAA/FBO: April 2025 Monthly Fee for Stratustime - Online Time Keeping Program
Vendor PAYCHEX Totals:			\$120.00	\$120.00	\$0.00	\$0.00	\$0.00	\$0.00	
ROBBINS Robbins Nursery, Inc.									
300843	3/5/2025	4/4/2025	\$639.20	\$0.00	\$639.20	\$0.00	\$0.00	\$0.00	SAA: Brown Mulch for Sebring Airport
300857	3/5/2025	4/4/2025	\$519.35	\$0.00	\$519.35	\$0.00	\$0.00	\$0.00	SAA: Brown Mulch for Sebring Airport
300959	3/5/2025	4/4/2025	\$639.20	\$0.00	\$639.20	\$0.00	\$0.00	\$0.00	SAA: Brown Mulch for Sebring Airport

Accounts Payable Aged Invoice Report  
Open Invoices - Aged by Invoice Date - As of 4/9/2025  
Sebring Airport Authority (SAA)

Vendor No./ Invoice No.	Invoice Date	Due Date	Invoice Balance	Current	30 Days	60 Days	90 Days	120 Days	
301651 DIVERSIFIED	3/10/2025	4/9/2025	\$559.30	\$0.00	\$559.30	\$0.00	\$0.00	\$0.00	SAA: Brown Mulch for Diversified
301676 DIVERSIFIED	3/10/2025	4/9/2025	\$479.40	\$0.00	\$479.40	\$0.00	\$0.00	\$0.00	SAA: Brown Mulch for Diversified
302384	3/14/2025	4/13/2025	\$479.40	\$479.40	\$0.00	\$0.00	\$0.00	\$0.00	SAA: Brown Mulch for Sebring Airport
302443	3/14/2025	4/13/2025	\$639.20	\$639.20	\$0.00	\$0.00	\$0.00	\$0.00	SAA: Brown Mulch for Sebring Airport
304170	3/24/2025	4/23/2025	\$559.30	\$559.30	\$0.00	\$0.00	\$0.00	\$0.00	SAA: Brown Mulch for Sebring Airport
304243	3/24/2025	4/23/2025	\$399.50	\$399.50	\$0.00	\$0.00	\$0.00	\$0.00	SAA: Brown Mulch for Sebring Airport
306010	3/31/2025	4/30/2025	\$559.30	\$559.30	\$0.00	\$0.00	\$0.00	\$0.00	SAA: Brown Mulch for Sebring Airport
306013	3/31/2025	4/30/2025	\$559.30	\$559.30	\$0.00	\$0.00	\$0.00	\$0.00	SAA: Brown Mulch for Sebring Airport
Vendor ROBBINS Totals:			\$6,032.45	\$3,196.00	\$2,836.45	\$0.00	\$0.00	\$0.00	
SWAINE Swaine, Harris & Wohl, P.A.									
165644 OC	3/31/2025	4/30/2025	\$3,202.90	\$3,202.90	\$0.00	\$0.00	\$0.00	\$0.00	SAA: March 2025 General On Call Services
165645 SLID	3/31/2025	4/30/2025	\$380.00	\$380.00	\$0.00	\$0.00	\$0.00	\$0.00	SAA: March 2025 Legal Services - SLID Dispute
165646 ESTONE	3/31/2025	4/30/2025	\$40.00	\$40.00	\$0.00	\$0.00	\$0.00	\$0.00	SAA: March 2025 Legal Services - EStone
Vendor SWAINE Totals:			\$3,622.90	\$3,622.90	\$0.00	\$0.00	\$0.00	\$0.00	
TEXAS Texas Aquatic Harvesting, Inc									
2025-065	3/31/2025	4/30/2025	\$139,290.00	\$139,290.00	\$0.00	\$0.00	\$0.00	\$0.00	SAA: SEF Perimeter Canal Clearing - Phase III - Per Contract
Vendor TEXAS Totals:			\$139,290.00	\$139,290.00	\$0.00	\$0.00	\$0.00	\$0.00	
Report Totals:			\$189,270.70	\$185,091.25	\$4,179.45	\$0.00	\$0.00	\$0.00	



Accounts Payable Aged Invoice Report  
Open Invoices - Aged by Invoice Date - As of 4/9/2025  
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									
1095484	3/5/2025	4/19/2025	\$23,360.00	\$0.00	\$23,360.00	\$0.00	\$0.00	\$0.00	FBO: Jet-A Fuel @ APBR
1101546	3/29/2025	4/18/2025	\$32,976.20	\$32,976.20	\$0.00	\$0.00	\$0.00	\$0.00	FBO: 100LL Avgas @ KSEF
M321859	4/1/2025	4/11/2025	\$46.00	\$46.00	\$0.00	\$0.00	\$0.00	\$0.00	FBO: CC Heartland Warranty Fee/CC Communication Fee
Vendor ASCENT Totals:			\$56,382.20	\$33,022.20	\$23,360.00	\$0.00	\$0.00	\$0.00	
Report Totals:			\$56,382.20	\$33,022.20	\$23,360.00	\$0.00	\$0.00	\$0.00	

# Sebring Airport Authority

## Agenda Item Summary

**Meeting Date:** April 17, 2025

**Presenter:** Andrew Bennett

**Agenda Item:** Florida Department of Transportation (FDOT) Public Transportation Grant Agreement 455926-1-94-01.

**Background:** The Airport Authority received \$301,828.00 via Florida Department of Transportation (FDOT) Public Transportation Grant funding to manufacture and install a new tank to support UL94 Swift fuel. Fuel farm improvements will include replacing a 1,000-gal UL94 tank with a 10,000-gal tank, relocating existing diesel fuel tank and adding an electronic gauge monitoring system. This project will expand fueling capacity and increase safety and security. Total project cost is approximately \$842,050.00. Authority staff will submit an Airport Improvement Program grant application to the Federal Aviation Administration for the remaining \$540,222.00.

**Recommended Action:** Approve and ratify the execution and delivery of Public Transportation Grant Agreement 455926-1-94-01; and all actions taken by Airport Staff with respect thereto.

### Board Action:

Approved        X  

Denied                   

Tabled

## STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**Form 725-000-01  
STRATEGIC  
DEVELOPMENT  
OGC 03/25

Financial Project Number(s): (item-segment-phase-sequence) 455926-1-94-01	Fund(s): Work Activity Code/Function: Federal Award Identification Number (FAIN) – Transit only:	DPTO 215 N/A N/A N/A	FLAIR Category: 088719 Object Code: 740100, 751000 Org. Code: 55012020129 Vendor Number: VF591173009002
Contract Number: G3B07	Federal Award Date:	N/A	
CFDA Number: N/A	Agency UEI Number:	N/A	
CFDA Title: N/A			
CSFA Number: 55.004			
CSFA Title: Aviation Grant Program			

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into 04/04/2025 | 9:00 AM EDT, by and between the State of Florida, Department of Transportation, ("Department"), and Sebring Airport Authority, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

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

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

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

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

- ☒ Exhibit A: Project Description and Responsibilities
- ☒ Exhibit B: Schedule of Financial Assistance
- ☐ \*Exhibit B1: Deferred Reimbursement Financial Provisions
- ☐ \*Exhibit B2: Advance Payment Financial Provisions
- ☐ \*Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
- ☒ \*Exhibit C: Terms and Conditions of Construction
- ☒ Exhibit D: Agency Resolution
- ☒ Exhibit E: Program Specific Terms and Conditions
- ☒ Exhibit E1: Prohibition Based on Health Care Choices
- ☐ Exhibit E2: Exterior Vehicle Wrap, Tinting, Paint, Marketing and Advertising (Transit)

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

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

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

**5. Time.** Unless specified otherwise, all references to “days” within this Agreement refer to calendar days.

**6. Term of Agreement.** This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through December 31, 2026. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

**a.** ☐ If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the  day of , or within  days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

**7. Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

**8. Termination or Suspension of Project.** The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

**a.** Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

**b.** The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

**c.** If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

**d.** In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

**9. Project Cost:**

- a. The estimated total cost of the Project is \$842,050. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$301,828 and, the Department's participation in the Project shall not exceed 35.84% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

**10. Compensation and Payment:**

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

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

- f. Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

- g. Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

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

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**Description and Responsibilities**, and as set forth in **Exhibit “B”, Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit “A”, Project Description and Responsibilities**.

**11. General Requirements.** The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency’s design consultant and/or construction contractor has secured the necessary permits.
- b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
- c. **Notification Requirements When Performing Construction on Department’s Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department’s right-of-way, the Agency shall provide the Department with written notification of either its intent to:
  - i. Require the construction work of the Project that is on the Department’s right-of-way to be performed by a Department prequalified contractor, or
  - ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
- d. ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- e. ☐ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
  - i. ☐ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
  - ii. ☐ Agency has selected to apply a de minimus rate of 15% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
  - iii. ☐ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
- f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms



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and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

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

## **12. Contracts of the Agency:**

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

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and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

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

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

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

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

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

**Federal Funded:**

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by

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Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

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

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- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
  2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
  3. Wholly or partly suspend or terminate the Federal award;
  4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
  5. Withhold further Federal awards for the Project or program;
  6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

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

**State Funded:**

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

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- i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

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

And

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

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

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applicable.

- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.
- vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
- viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

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

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

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

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- c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
- d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency shall:
  - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
  - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. **Projects with Non-profit Organizations.** Pursuant to Section 216.1366, Florida Statutes, if the Agency is a nonprofit organization as defined in Section 215.97(2)(m), Florida Statutes, the Agency shall provide documentation to indicate the amount of state funds:
  - i. Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Agency
  - ii. Allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Agency. The documentation must indicate the amounts and recipients of the remuneration.

Such information will be posted by the Department to the Florida Accountability Contract Tracking System maintained pursuant to Section 215.985, F.S., and must additionally be posted to the Agency's website, if the Agency is a non-profit organization and maintains a website. The Agency shall utilize the Department's Form 350-090-19, Compensation to Non-Profits Using State Funds, for purposes of documenting the compensation. The subject Form is required for every contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations.

Pursuant to Section 216.1366, F.S., the term:

- i. "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing and equivalent function.

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- ii. "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing and meals.
- iii. "State Funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the Medicaid program.

- b. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

**15. Indemnification and Insurance:**

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

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

This indemnification shall survive the termination of this Agreement."

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the



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PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.

- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

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**16. Miscellaneous:**

- a. Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- g. Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).
- i. Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

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

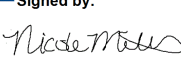
AGENCY Sebring Airport Authority

By: 

Name: Andrew Bennett

Title: Deputy Director



STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

Signed by: 

Name: Nicole E. Mills, P.E.

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

Legal Review:  DS  
Don Conway, Senior Attorney (as to legality and form) 

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS****EXHIBIT A****Project Description and Responsibilities**

**A. Project Description** (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): SEBRING REGIONAL AIRPORT FUEL FARM IMPROVEMENTS

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

**C. Project Scope** (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): Fuel Farm Expansion, Reconfiguration, and Improvement: As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, survey and geotechnical costs, permitting, construction inspection and material testing costs, mobilization and demobilization, maintenance of traffic, erosion control, demolition, pavement (access roadways, parking lots, and sidewalks), drainage, utilities, primary power and back-up power supplies, pavement marking, lighting and signage, fencing and gates, landscaping; fuel tanks, dispensers, piping, fuel spill prevention and contamination systems, decommissioning of existing fuel farms (tank removal or capping); inventory control systems, dispensing/receiving systems, and security system, including all materials, equipment, labor, and incidentals required to complete the fuel farm project. The Sponsor will comply with Aviation Program Assurances.

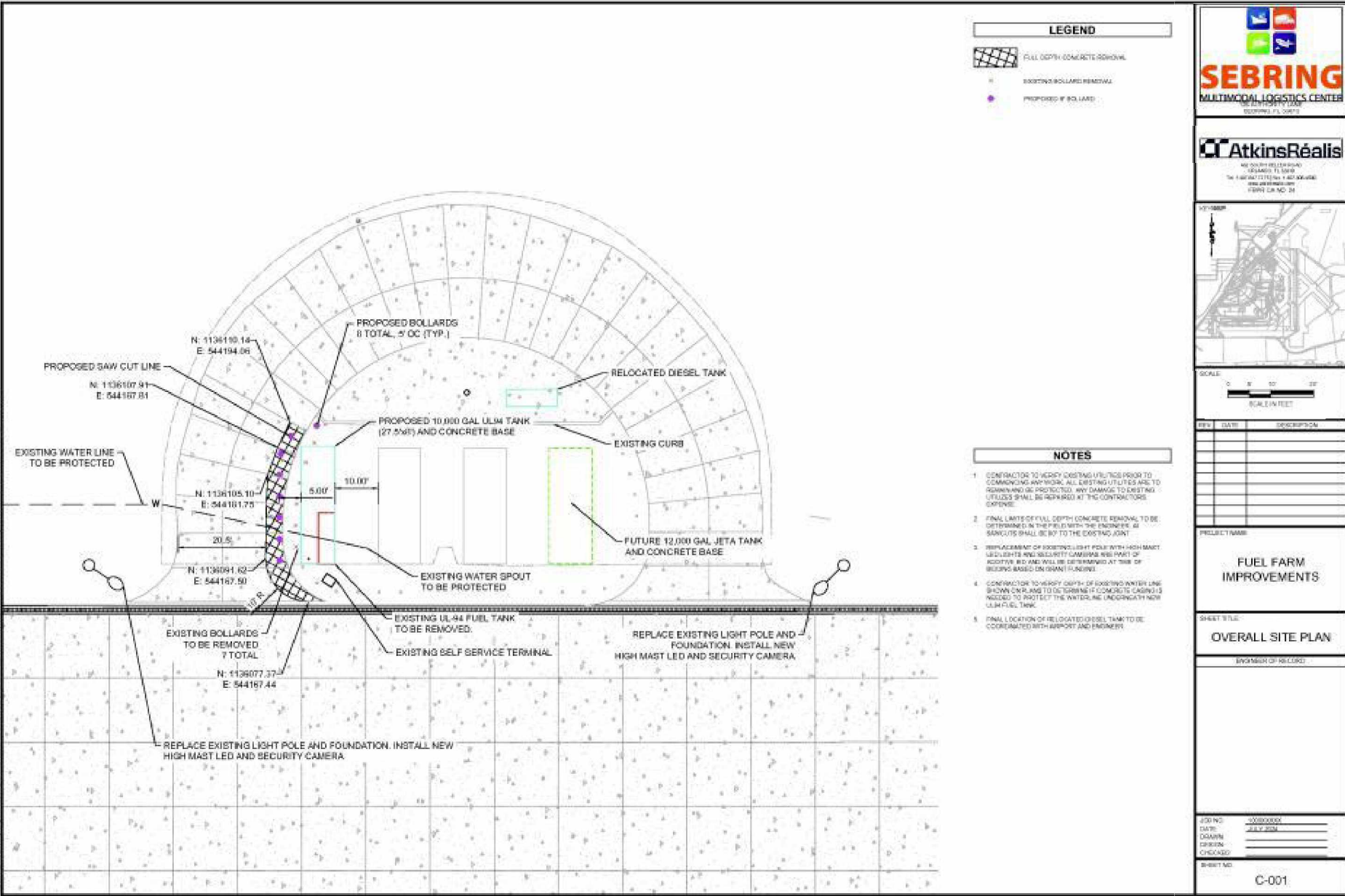
**D. Deliverable(s)**: Sebring Regional Airport Fuel Farm Improvements

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

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

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

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



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**EXHIBIT B**

**Schedule of Financial Assistance**

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

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

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
455926-1-94-01	DPTO	088719	2025	740100	N/A	N/A	\$28,433.00
455926-1-94-01	FAA	088719	2025	740100	N/A	N/A	\$540,222.00
455926-1-94-01	DPTO	088719	2025	751000	55.004	Aviation Grant Program	\$273,395.00
Total Financial Assistance							\$842,050.00

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

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$273,395.00	\$0.00	\$0.00	\$273,395.00	100.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$28,433.00	\$0.00	\$540,222.00	\$568,655.00	5.00	0.00	95.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$301,828.00	\$0.00	\$540,222.00	\$842,050.00			

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

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

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

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

Dawn Gallon, CPM, FCCM

Department Grant Manager Name

DocuSigned by:

Dawn Gallon

Signature

4E440A...

03/28/2025 | 11:54 AM EDT

Date

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**EXHIBIT C**

**TERMS AND CONDITIONS OF CONSTRUCTION**

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

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

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

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

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



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

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

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

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

Insert District PIO contact info:

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

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

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**ENGINEER’S CERTIFICATION OF COMPLIANCE**

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

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

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

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

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

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

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

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

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**EXHIBIT D**

**AGENCY RESOLUTION**

***PLEASE SEE ATTACHED***

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**EXHIBIT E**

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

**A. General.**

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

**B. Agency Compliance Certification.**

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

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**b. Florida Administrative Code (FAC)**

- Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300, FAC, Open Burning, Prohibitions
- Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety

**c. Local Government Requirements**

- Airport Zoning Ordinance
- Local Comprehensive Plan

**d. Department Requirements**

- Eight Steps of Building a New Airport
- Florida Airport Revenue Use Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Airport Compatible Land Use Guidebook

- 2. Construction Certification.** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:

**a. Federal Requirements**

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design
- FAA AC 150/5370-2, Operational Safety on Airports During Construction
- FAA AC 150/5370-10, Standards for Specifying Construction of Airports

**b. Local Government Requirements**

- Local Building Codes
- Local Zoning Codes

**c. Department Requirements**

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, FAC, Airfield Standards for Licensed Airports
- Standard Specifications for Construction of General Aviation Airports
- Design Guidelines & Minimum Standard Requirements for T-Hangar Projects

- 3. Land Acquisition Certification.** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:

**a. Federal Requirements**

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

**b. Florida Requirements**

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

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**C. Agency Authority.**

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

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

**1. Accounting System.**

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

**2. Good Title.**

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

**3. Preserving Rights and Powers.**

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

**4. Hazard Removal and Mitigation.**

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

**5. Airport Compatible Land Use.**

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

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

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

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

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



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

**8. Airport Financial Plan.**

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

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

**10. Fee and Rental Structure.**

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

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

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

**12. Economic Nondiscrimination.**

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

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

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

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

**14. Operations and Maintenance.**

- a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.
  - 1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
  - 2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
  - 3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.
- b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

**15. Federal Funding Eligibility.**

- a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.
- b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

**16. Project Implementation.**

- a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.
- b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.
- c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

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

**18. Airfield Access.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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**24. Noise Mitigation Projects.** The Agency assures that it will:

**a. Government Agreements.** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.

- 1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
- 2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.

**b. Private Agreements.** For noise compatibility projects on privately owned property:

- 1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
- 2) The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

**- End of Exhibit E -**

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**Exhibit E1**

**PROGRAM SPECIFIC TERMS AND CONDITIONS**

**(Prohibition on Discrimination Based on Health Care Choices)**

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. **Statutory Reference.** Section 339.08, F.S. and Section 381.00316, F.S.
2. **Statutory Compliance.** Pursuant to Section 339.08, F.S., the Department may not expend state funds to support a project or program of certain entities if the entity is found to be in violation of Section 381.00316, F.S. The Department shall withhold state funds until the entity is found to be in compliance with Section 381.00316, F.S. This shall apply to any of the following entities:
  - a. A public transit provider as defined in s. 341.031(1), F.S.;
  - b. An authority created pursuant to chapter 343, F.S., chapter 348, F.S., or chapter 349, F.S.; c. A public-use airport as defined in s. 332.004, F.S.; or
  - d. A port listed in s. 311.09(1), F.S.

**- End of Exhibit E1 -**

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**EXHIBIT F**

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

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

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

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

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

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

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

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

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

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

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

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: [https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/manuals/agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337\\_6](https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/manuals/agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_6)



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**EXHIBIT G**

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

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

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

**Awarding Agency:** Florida Department of Transportation

**State Project Title:** Aviation Grant Program

**CSFA Number:**

**\*Award Amount:** \$273,395

\*The award amount may change with amendments

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

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

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

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

To: Dawn.Gallon@dot.state.fl.us

**FLORIDA DEPARTMENT OF TRANSPORTATION  
FUNDS APPROVAL****G3B07****3/25/2025****CONTRACT INFORMATION**

<b>Contract:</b>	G3B07
<b>Contract Type:</b>	GD - GRANT DISBURSEMENT (GRANT)
<b>Method of Procurement:</b>	G - GOVERNMENTAL AGENCY (287.057,F.S.)
<b>Vendor Name:</b>	SEBRING AIRPORT AUTHORITY
<b>Vendor ID:</b>	F591173009002
<b>Beginning Date of This Agreement:</b>	03/24/2025
<b>Ending Date of This Agreement:</b>	12/31/2026
<b>Contract Total/Budgetary Ceiling:</b>	ct = \$301,828.00
<b>Description:</b>	Sebring Regional Airport Fuel Farm Improvements

**FUNDS APPROVAL INFORMATION****FUNDS APPROVED/REVIEWED FOR JASON ADANK, CPA, COMPTROLLER ON 3/25/2025**

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55012020129
Expansion Option:	A1
Object Code:	740100
Amount:	\$301,828.00
Financial Project:	45592619401
Work Activity (FCT):	215
CFDA:	
Fiscal Year:	2025
Budget Entity:	55100100
Category/Category Year:	088719/25
Amendment ID:	O001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	0001/04

**Total Amount: \$301,828.00**

To: Dawn.Gallon@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION  
FUNDS APPROVAL

G3B07  
3/28/2025

CONTRACT INFORMATION

Contract:	G3B07
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERNMENTAL AGENCY (287.057,F.S.)
Vendor Name:	SEBRING AIRPORT AUTHORITY
Vendor ID:	F591173009002
Beginning Date of This Agreement:	03/24/2025
Ending Date of This Agreement:	12/31/2026
Contract Total/Budgetary Ceiling:	ct = \$301,828.00
Description:	Sebring Regional Airport Fuel Farm Improvements

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR JASON ADANK, CPA, COMPTROLLER ON 3/28/2025

Action:	Original	Original
Reviewed or Approved:	APPROVED	APPROVED
Organization Code:	55012020129	55012020129
Expansion Option:	A1	A8
Object Code:	740100	751000
Amount:	(\$273,395.00)	\$273,395.00
Financial Project:	45592619401	45592619401
Work Activity (FCT):	215	215
CFDA:		
Fiscal Year:	2025	2025
Budget Entity:	55100100	55100100
Category/Category Year:	088719/25	088719/25
Amendment ID:	O001	O001
Sequence:	01	02
User Assigned ID:		
Enc Line (6s)/Status:	0001/04	0002/04

Total Amount: \$0.00



Certificate Of Completion

Envelope Id: 5C98E27D-1443-4C5E-A53C-E2F13F103193

Status: Completed

Subject: Complete with Docusign: SEF\_G3B07\_455926-1\_Fuel Farm Improvements\_Original PTGA\_Draft for Revie...

Contract Number (ex. C9A12, optional): G3B07

Document Contains Confidential Information?: No

Fin Proj Num (ex.123456-1-32-01, Optional): 455926-1-94-01

Office (contact Procurement if add is needed):

Aviation

HR Action?: No

Source Envelope:

Document Pages: 41

Signatures: 1

Envelope Originator:

Certificate Pages: 2

Initials: 1

Dawn Gallon

AutoNav: Enabled

605 Suwannee Street

MS 20

Envelopeld Stamping: Enabled

Tallahassee, FL 32399-0450

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

dawn.gallon@dot.state.fl.us

IP Address: 156.75.180.190

Record Tracking

Status: Original

Holder: Dawn Gallon

Location: DocuSign

3/28/2025 11:51:15 AM

dawn.gallon@dot.state.fl.us

Signer Events

Dawn Gallon

dawn.gallon@dot.state.fl.us

FDOT Aviation Coordinator

Florida Department of Transportation

Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:



9EA4269114E440A...

Signature Adoption: Pre-selected Style

Using IP Address: 156.75.180.190

Timestamp

Sent: 3/28/2025 11:53:36 AM

Viewed: 3/28/2025 11:53:59 AM

Signed: 3/28/2025 11:54:09 AM

Electronic Record and Signature Disclosure:  
Not Offered via Docusign

Don Conway

don.conway@dot.state.fl.us


Senior Attorney

Florida Department of Transportation

Security Level: Email, Account Authentication (None)

Signature

DS



Signature Adoption: Pre-selected Style

Using IP Address: 156.75.180.190

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Viewed: 3/31/2025 7:47:06 AM

Signed: 3/31/2025 7:50:51 AM

Electronic Record and Signature Disclosure:  
Not Offered via Docusign

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Editor Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/28/2025 11:53:36 AM
Certified Delivered	Security Checked	3/31/2025 7:47:06 AM
Signing Complete	Security Checked	3/31/2025 7:50:51 AM
Completed	Security Checked	3/31/2025 7:50:51 AM
Payment Events	Status	Timestamps

**RESOLUTION NO. 24-05**

**A RESOLUTION OF THE SEBRING AIRPORT AUTHORITY  
APPROVING AND AUTHORIZING THE ELECTRONIC EXECUTION  
AND DELIVERY OF FLORIDA DEPARTMENT OF TRANSPORTATION  
GRANTS AND ALL RELATED DOCUMENTS REQUIRED BY OR FOR  
THE GRANT AGREEMENTS AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Sebring Airport Authority has applied and will apply in the future for certain grants from the Florida Department of Transportation;

**WHEREAS**, the Sebring Airport Authority and the Florida Department of Transportation wish to enter into grant agreements via electronic signature and delivery;

**WHEREAS**, the Florida Department of Transportation wishes to update its information to provide for electronic signature and delivery of grant agreements.

**NOW, THEREFORE, BE IT RESOLVED BY** the members of the Sebring Airport Authority that:

**1.** The execution and delivery of Florida Department of Transportation grant agreements and related documents is hereby approved. The execution may be traditional signature or electronic signature.

**2.** The following is the Sebring Airport Authority's updated list of authorized personnel for traditional signature or electronic signature of Florida Department of Transportation grant agreements:

Name: Mike Willingham  
Title: Executive Director  
Address: 128 Authority Lane, Sebring, Florida 33870  
Phone Number: 863-314-1300  
Email: mike@sebring-airport.com  
Sebring Airport Authority Attorney: Robert S. Swaine

Name: Andrew Bennett  
Title: Deputy Director  
Address: 128 Authority Lane, Sebring, Florida 33870  
Phone Number: 863-314-1319  
Email: andrew@sebring-airport.com  
Sebring Airport Authority Attorney: Robert S. Swaine

Name: Colleen Plonsky  
Title: Director of Finance  
Address: 128 Authority Lane, Sebring, Florida 33870  
Phone Number: 863-314-1302  
Email: cplonsky@sebring-airport.com  
Sebring Airport Authority Attorney: Robert S. Swaine

3. This resolution shall take effect immediately upon its passage.

**PASSED AND ADOPTED** by a majority of the members of the Sebring Airport Authority on the 16<sup>th</sup> day of May, 2024.



(corporate seal)

**SEBRING AIRPORT AUTHORITY**

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

- ☐ Peter H. McDevitt, as its Chair or  
☒ Stanley Wells, as its Vice Chair

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

- ☐ D. Craig Johnson, as its Secretary or  
☐ Carl Cool, as its Asst. Secretary

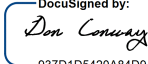
## Certificate Of Completion

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Subject: Complete with Docusign: SEF_G3B07_455926-1_Fuel Farm Improvements_Original PTGA_Legal & Directo...	
Contract Number (ex. C9A12, optional): G3B07	
Document Contains Confidential Information?: No	
Fin Proj Num (ex.123456-1-32-01, Optional): 455926-1-94-01	
Office (contact Procurement if add is needed):	
Aviation	
HR Action?: No	
Source Envelope:	
Document Pages: 45	Signatures: 2
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	
Envelopeld Stamping: Enabled	
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	
Envelope Originator:	
Dawn Gallon	
605 Suwannee Street	
MS 20	
Tallahassee, FL 32399-0450	
dawn.gallon@dot.state.fl.us	
IP Address: 156.75.252.6	

## Record Tracking

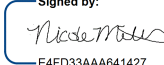
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4/3/2025 1:55:39 PM	dawn.gallon@dot.state.fl.us	

## Signer Events

Signer Events	Signature	Timestamp
Don Conway don.conway@dot.state.fl.us Senior Attorney Florida Department of Transportation Security Level: Email, Account Authentication (None)	<p>DocuSigned by:</p>  <p>937D1D5420A84D9...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 156.75.252.6</p>	<p>Sent: 4/3/2025 1:57:27 PM</p> <p>Viewed: 4/3/2025 2:02:35 PM</p> <p>Signed: 4/3/2025 2:07:59 PM</p>

## Electronic Record and Signature Disclosure:

Not Offered via Docusign

Nicole Mills nicole.mills@dot.state.fl.us Director of Transportation Development Florida Department of Transportation Security Level: Email, Account Authentication (None)	<p>Signed by:</p>  <p>E4FD33AAA641427...</p> <p>Signature Adoption: Uploaded Signature Image Using IP Address: 47.205.78.18</p>	<p>Sent: 4/3/2025 2:08:00 PM</p> <p>Viewed: 4/4/2025 9:00:15 AM</p> <p>Signed: 4/4/2025 9:00:29 AM</p>
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## Electronic Record and Signature Disclosure:

Not Offered via Docusign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp



Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	4/3/2025 1:57:27 PM
Certified Delivered	Security Checked	4/4/2025 9:00:15 AM
Signing Complete	Security Checked	4/4/2025 9:00:29 AM
Completed	Security Checked	4/4/2025 9:00:29 AM

Payment Events	Status	Timestamps
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## SEBRING AIRPORT AUTHORITY AGENDA ITEM SUMMARY

**MEETING DATE:** April 17, 2025

**PRESENTER:** Andrew Bennett

**AGENDA ITEM:** RFQ 25-02 Professional Aviation Consultant Continuing Services – AWARD

**BACKGROUND:** Airport advertised RFQ 25-02 on February 28, 2025 and six (6) qualification packages were received. A selection committee was formed and ranked all firms (see attached table). Recommendation of selection committee is to award continuing contracts to the top four (4) ranked firms. The four firms have conducted considerable assignments at Sebring (SEF) in the past with exception of RS&H. East Region Aviation Leader of RS&H was previously with Avcon and has considerable experience at SEF.

**REQUESTED MOTION:** Move to approve

**BOARD ACTION:**

☒ APPROVED  
☐ DENIED  
☐ DEFERRED  
☐ OTHER

**Sebring Airport Authority: RFP 25-02**  
**Title: Professional Aviation Consulting Services**

<b>Name of Firm</b>	<b>Peter McDevitt</b>	<b>Mike Willingham</b>	<b>Andrew Bennett</b>	<b>Colleen Plonsky</b>	<b>Jami Olive</b>	<b>Total Scores</b>
AtkinsRéalis USA Inc.	96	95	93	96	95	475.00
RS&H, Inc.	94	90	90	91	96	461.00
Avcon, Inc.	90	92	87	92	88	449.00
Hanson Professional Services, Inc.	89	87	85	86	86	433.00
Infrastructure Consulting & Engineering, LLC	75	78	74	80	65	372.00
Bio-Tech Consulting	32	32	35	30	25	154.00

Sebring Airport Authority: RFP 25-02  
 Title: Professional Aviation Consulting Services

Name	1. Ability of Professional Personnel	2. Past Performance	3. Grant & Project Administration, Willingness to Meet Time and Budget	4. Recent, Current, and Projected Workloads of the Firm	Preliminary Score
	25 Points	25 Points	25 Points	25 Points	
Avcon, Inc.	21	22	23	24	90
Hanson Professional Services, Inc.	22	21	23	23	89
AtkinsRéalis USA Inc.	24	25	23	24	96
RS&H, Inc.	23	24	24	23	94
Infrastructure Consulting & Engineering, LLC	20	15	18	22	75
Bio-Tech Consulting	10	12	0	10	32

Signature

Peter H. McDermott

Date:


4.2.25



Sebring Airport Authority: RFP 25-02  
 Title: Professional Aviation Consulting Services

Name	1. Ability of Professional Personnel	2. Past Performance	3. Grant & Project Administration, Willingness to Meet Time and Budget	4. Recent, Current, and Projected Workloads of the Firm	Preliminary Score
	25 Points	25 Points	25 Points	25 Points	
Avcon, Inc.	24	23	23	22	92
Hanson Professional Services, Inc.	23	20	22	22	87
AtkinsRéalis USA Inc.	24	24	25	22	95
RS&H, Inc.	24	21	23	22	90
Infrastructure Consulting & Engineering, LLC	20	18	20	20	78
Bio-Tech Consulting	16	0	0	16	32

Signature



Date:

4/2/25

Sebring Airport Authority: RFP 25-02  
 Title: Professional Aviation Consulting Services

Name	1. Ability of Professional Personnel	2. Past Performance	3. Grant & Project Administration, Willingness to Meet Time and Budget	4. Recent, Current, and Projected Workloads of the Firm	Preliminary Score
	25 Points	25 Points	25 Points	25 Points	
Avcon, Inc.	22	21	22	22	87
Hanson Professional Services, Inc.	21	21	20	23	85
AtkinsRéalis USA Inc.	24	22	25	22	93
RS&H, Inc.	23	22	22	23	90
Infrastructure Consulting & Engineering, LLC	20	15	19	20	74
Bio-Tech Consulting	15	0	0	20	35

Signature



Date:

4.02.25



Sebring Airport Authority: RFP 25-02  
 Title: Professional Aviation Consulting Services

Name	1. Ability of Professional Personnel	2. Past Performance	3. Grant & Project Administration, Willingness to Meet Time and Budget	4. Recent, Current, and Projected Workloads of the Firm	Preliminary Score
	25 Points	25 Points	25 Points	25 Points	
Avcon, Inc.	23	23	23	23	92
Hanson Professional Services, Inc.	24	20	22	20	86
AtkinsRéalis USA Inc.	24	24	24	24	96
RS&H, Inc.	24	23	22	22	91
Infrastructure Consulting & Engineering, LLC	24	18	20	18	80
Bio-Tech Consulting	10	10	2	10	30

Signature

Calvin Frost

Date:

4/2/25

Sebring Airport Authority: RFP 25-02  
 Title: Professional Aviation Consulting Services

Name	1. Ability of Professional Personnel	2. Past Performance	3. Grant & Project Administration, Willingness to Meet Time and Budget	4. Recent, Current, and Projected Workloads of the Firm	Preliminary Score
	25 Points	25 Points	25 Points	25 Points	
Avcon, Inc.	22	21	22	23	88
Hanson Professional Services, Inc.	21	22	21	22	86
AtkinsRéalis USA Inc.	24	24	23	24	95
RS&H, Inc.	24	23	24	25	96
Infrastructure Consulting & Engineering, LLC	18	17	15	15	65
Bio-Tech Consulting	9	8	0	8	25

Signature

Gami Olive

Date:

April 2, 2025



# Sebring Airport Authority

## Agenda Item Summary

**Meeting Date:** April 17, 2025

**Presenter:** Andrew Bennett

**Agenda Item:** Skywrench Aircraft Services, LLC – Commercial Hangar Lease Agreement – Building 103, Hangar C1

**Background:** Skywrench Aircraft Services, LLC desire to occupy Hangar C1 within Building 103 (4,080 square feet) for commercial aviation use effective May 1, 2025 through April 30, 2026 with two (2) additional one (1) year options to renew.

Year 1: \$4,420.00 per month

Year 2: CPI or 5%, whichever is greater

Year 3: CPI or 5%, whichever is greater

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 3rd day of April, 2025, by and between the **SEBRING AIRPORT AUTHORITY**, a body politic and corporate of the State of Florida (herein called "LANDLORD") and **SKYWRENCH AIRCRAFT SERVICES, LLC**. (herein called "TENANT").

**W I T N E S S E T H :**

**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 May 1, 2025 and ending on April 30, 2026, unless extended or sooner terminated as herein provided.
2. **PROPERTY**. The property subject to this Agreement is Building C103, Hangar Bay C1, located at 13 Crosley Lane, 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 \$4,420.00 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 \$4,420.00 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 except that each option period shall commence at the expiration of the preceding term of this Lease and the rent shall be adjusted upward in accordance with the following provision. LANDLORD shall compute the percentage of increase, if any, of the cost of living (based on the Consumer Price Index, "All Items", for all urban consumers published by the Bureau of Labor Statistics of the United States Department of Labor) during the preceding twelve (12) month period and the rent shall then be increased by that percentage or 5%, whichever is greater, to establish the rent for the succeeding 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. 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.

**COMMERCIAL GENERAL LIABILITY INSURANCE.** TENANT shall, at its own expense, maintain a policy or policies of commercial 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 \$2,000,000 per occurrence, combined single limit coverage for bodily injury, property damage or combination thereof. This shall include premises and/or operations; independent contractors; products and completed operations and contractual liability. LANDLORD shall be listed as an additional insured on TENANT's policy or policies of commercial general liability insurance and TENANT shall provide LANDLORD with current Certificates of Insurance evidencing TENANT's compliance with this paragraph.

**AIRCRAFT LIABILITY INSURANCE.** TENANT shall, at its own expense, maintain a policy of Aircraft Liability Insurance, Including Premises Liability, for each aircraft stored or residing on the Premises, in an amount of no less than \$1,000,000 per occurrence.

**HANGARKEEPERS INSURANCE.** TENANT shall, at its own expense, maintain a policy or policies of Hangar keepers insurance coverage in amounts of no less than \$2,000,000 per claim.

**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.

1. **Aircraft Liability Coverage.** Aircraft liability coverage, including Bodily Injury and Property Damage with liability limits of \$1,000,000 per occurrence.
2. **Pollution/Environmental Impairment Liability Coverage.** For the purpose of this section, the term "hazardous materials" includes all materials and substances that are designated or defined as hazardous by Florida or federal law or by the rules or regulations of Florida or any federal agency. The Tenant shall procure and maintain Pollution and Remediation Legal Liability insurance in an amount not less than \$2,000,000 per claim insuring the Authority against liability for bodily injury, property damage, legal defense and remediation arising out of the operation and occupancy of the Premises.
3. **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. LANDLORD shall be listed as an additional insured on TENANT's policy.

1. **ASSIGNMENT.** TENANT shall not assign this lease or sublet the Premises, directly or indirectly, without the written consent of LANDLORD, which shall be in LANDLORD's sole discretion.

2. **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.

**3. 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.

**4. 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.

**5. 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.

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

**7. 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.

**8. SUBORDINATION.** This Lease Agreement shall be subordinate to the provisions of any existing or future agreement between LANDLORD and the United States of America relative to

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

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

- A. No person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities;
- B. That in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination;
- C. That TENANT shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 and Title VIII of the Civil Rights Act of 1968, and as said Regulations may be amended.
- D. That in the event of a breach of any of the above nondiscrimination covenants, LANDLORD shall have the right to terminate the lease. This provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights.

**10. MAINTENANCE AND REPAIRS.** LANDLORD will be responsible for the maintenance, repair and upkeep of the exterior of the Commercial Hangar. TENANT shall maintain the interior of the commercial hangar and shall keep the balance of 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 reasonable administrative costs. Such costs for repairs shall bear interest at the rate of 18% per annum from the tenth day after billing therefor until paid and shall constitute additional rent. LANDLORD reserves the right to enter on the Premises at all reasonable times to make such repairs.

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

**12. 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.

**13. 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.

**13. 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:

Luis Luisis  
22442 SW 128 PL  
Miami, FL 33170  
786-426-5227 (D)  
Skywrench.info@gmail.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.

**14. 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.

**15. 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.

**16. 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.

**17. 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.

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



and maintain an adequate number of operating charged fire extinguishers in or on the Premises.

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

**20. 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.

**21. 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).

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

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

- A. LANDLORD reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Property, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing or taking off from or operating on the airport.
- B. Tenant expressly agrees for itself, its successors and assigns, to restrict the height of objects or natural growth and other obstructions on the Property to such a height so as to comply with Federal Aviation Regulations, Part 77.

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

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

**25. 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. LANDLORD hereby agrees to hold TENANT harmless from all claims, demands, damages, fines, costs, cleanup, attorney's fees, and court costs arising from any discharge of such matters occurring prior to the term of this Lease.

**26. 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.

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

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

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

- to TENANT;
- B. An initial failure of TENANT to comply with any obligation imposed upon TENANT by this Lease, other than the obligation to pay money, within thirty (30) days after written Notice of Default from LANDLORD to TENANT. Should the obligation be such that it cannot reasonably be corrected within thirty (30) days, TENANT shall not be in default so long as TENANT is diligently proceeding to comply and the noncompliance does not continue for over ninety (90) days after Notice of Default. A subsequent failure of TENANT to comply with the same obligation shall be a default without any grace period;
  - C. Proceedings under the Bankruptcy Act for bankruptcy filed by or against TENANT or any guarantor of TENANT's performance hereunder and not dismissed within thirty (30) days after the filing;
  - D. An assignment of TENANT's property for the benefit of creditors;
  - E. A receiver, conservator, or similar officer is appointed by a court of competent jurisdiction to take charge of all or a substantial part of TENANT's or any guarantor's property, and the officer is not discharged and possession of the property is not restored within thirty (30) days;
  - F. TENANT's interest in the Premises or under this Lease is the subject of 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.

**29. 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.

**30. 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.

**31. 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.

**32. 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.

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

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

**35. 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.

**36. 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.

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

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

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

**40. 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

Heather J. Leon  
Printed Name: Heather J. Leon

**WITNESSES:**

Jami Olive  
Printed Name: Jami Olive

Andrew Bennett  
Printed Name: Andrew Bennett

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

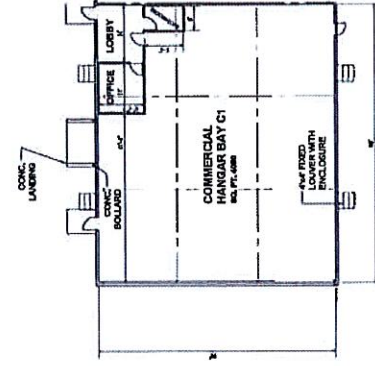
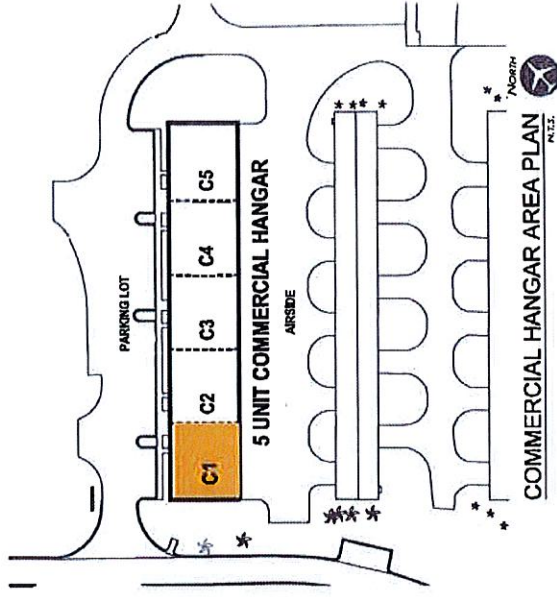
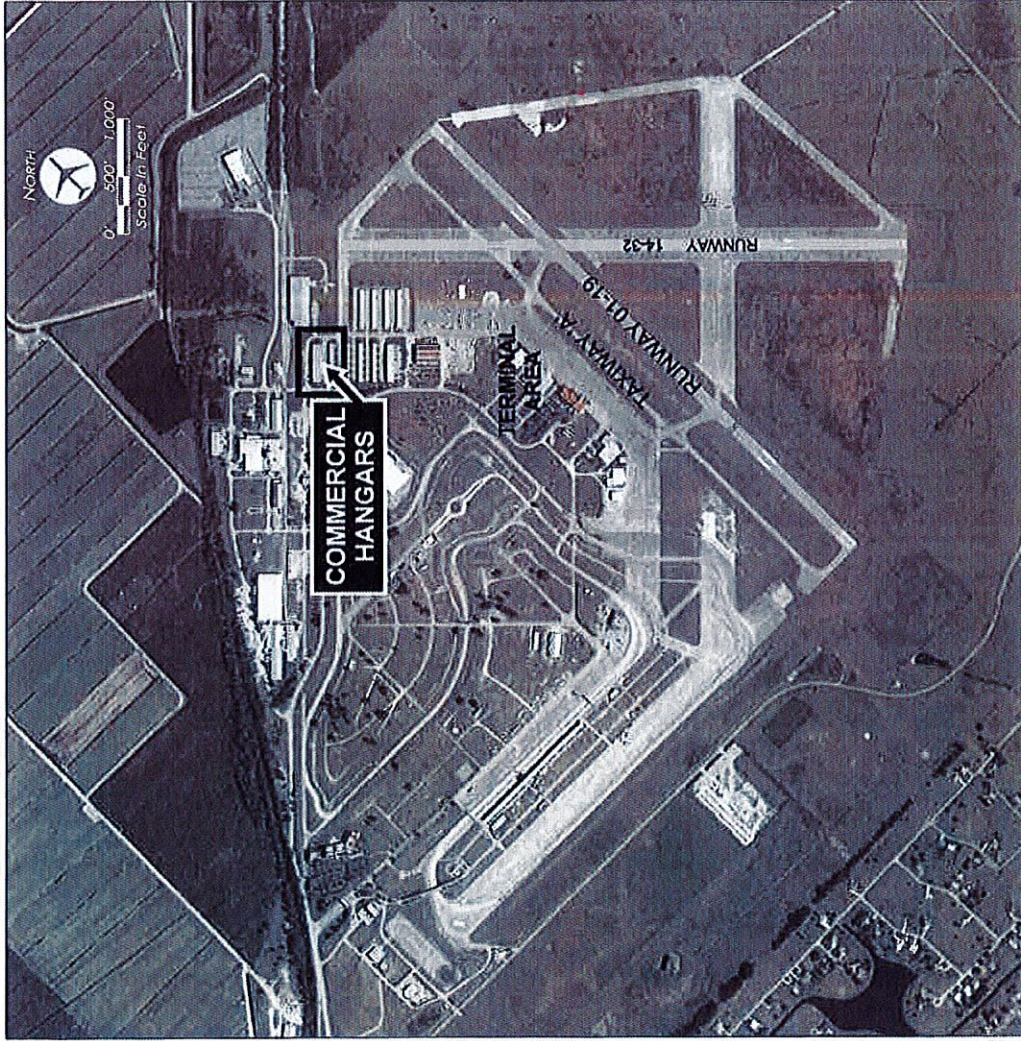


**TENANT: SKYWRENCH AIRCRAFT  
SERVICES, LLC**

Luis Luisis  
By: Luis Luisis  
Manager  
(corporate seal)

Exhibits Attached: Map/Real Property Description





COMMERCIAL HANGAR BAY C1 FLOOR PLAN  
N.T.S.

# Sebring Airport Authority

## Agenda Item Summary

**Meeting Date:** April 17, 2025

**Presenter:** Andrew Bennett

**Agenda Item:** Hendricks Field Aviation, LLC – Commercial Hangar Lease Agreement – Building 103, Hangar C4

**Background:** Hendricks Field Aviation, LLC desire to occupy Hangar C4 within Building 103 (4,020 square feet) for commercial aviation use effective May 1, 2025 through April 30, 2026 with two (2) additional one (1) year options to renew.

Year 1: \$3,003.56 per month

Year 2: \$3,679.28 per month

Year 3: \$4,355.00 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 April, 2025, by and between the **SEBRING AIRPORT AUTHORITY**, a body politic and corporate of the State of Florida (herein called "LANDLORD") and **HENDRICKS FIELD AVIATION, LLC**. (herein called "TENANT").

**W I T N E S S E T H :**

**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 May 1, 2025 and ending on April 30, 2026, unless extended or sooner terminated as herein provided.
2. **PROPERTY**. The property subject to this Agreement is Building C103, Hangar Bay C4, located at 11 Crosley Lane, 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 \$3,003.56 per month, together with a 5% fire/security charge and any sales, use or ad valorem 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 \$3,003.56 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 \$3,679.28 per month, together with a 5% fire/security charge and any sales, use or ad valorem 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 \$4,355.00 per month, together with a 5% fire/security charge and any sales, use or ad valorem 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.

**COMMERCIAL GENERAL LIABILITY INSURANCE.** TENANT shall, at its own expense, maintain a policy or policies of commercial 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 \$2,000,000 per occurrence, combined single limit coverage for bodily injury, property damage or combination thereof. This shall include premises and/or operations; independent contractors; products and completed operations and contractual liability. LANDLORD shall be listed as an additional insured on TENANT's policy or policies of commercial general liability insurance and TENANT shall provide LANDLORD with current Certificates of Insurance evidencing TENANT's compliance with this paragraph.

**AIRCRAFT LIABILITY INSURANCE.** TENANT shall, at its own expense, maintain a policy of Aircraft Liability Insurance, Including Premises Liability, for each aircraft stored or residing on the Premises, in an amount of no less than \$1,000,000 per occurrence.

**HANGARKEEPERS INSURANCE.** TENANT shall, at its own expense, maintain a policy or policies of Hangar keepers insurance coverage in amounts of no less than \$2,000,000 per claim.

**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 listed below, LANDLORD requires the following additional types of insurance.

1. **Aircraft Liability Coverage.** Aircraft liability coverage, including Bodily Injury and Property Damage with liability limits of \$1,000,000 per occurrence.
2. **Pollution/Environmental Impairment Liability Coverage.** For the purpose of this section, the term "hazardous materials" includes all materials and substances that are designated or defined as hazardous by Florida or federal law or by the rules or regulations of Florida or any federal agency. The Tenant shall procure and maintain Pollution and Remediation Legal Liability insurance in an amount not less than \$2,000,000 per claim insuring the Authority against liability for bodily injury, property damage, legal defense and remediation arising out of the operation and occupancy of the Premises.
3. **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. LANDLORD shall be listed as an additional insured on TENANT's policy.

1. **ASSIGNMENT.** TENANT shall not assign this lease or sublet the Premises, directly or indirectly, without the written consent of LANDLORD, which shall be in LANDLORD's sole discretion.

2. **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.

**3. 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.

**4. 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.

**5. 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.

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

**7. 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.

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

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

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

- A. No person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities;
- B. That in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination;
- C. That TENANT shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 and Title VIII of the Civil Rights Act of 1968, and as said Regulations may be amended.
- D. That in the event of a breach of any of the above nondiscrimination covenants, LANDLORD shall have the right to terminate the lease. This provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights.

**10. MAINTENANCE AND REPAIRS.** LANDLORD will be responsible for the maintenance, repair and upkeep of the exterior of the Commercial Hangar. TENANT shall maintain the interior of the commercial hangar and shall keep the balance of 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 reasonable administrative costs. Such costs for repairs shall bear interest at the rate of 18% per annum from the tenth day after billing therefor until paid and shall constitute additional rent. LANDLORD reserves the right to enter on the Premises at all reasonable times to make such repairs.

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

**12. 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.

**13. 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.

**13. 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:

Thomas J. Smith  
2859 Briarwood Ln  
Sebring, FL 33875  
863-446-2163 (D)  
justin@hendricksfield.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.

**14. 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.

**15. 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.

**16. 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.

**17. 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.

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

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

**20. 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.

**21. 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).

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

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

- A. LANDLORD reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Property, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing or taking off from or operating on the airport.
- B. Tenant expressly agrees for itself, its successors and assigns, to restrict the height of objects or natural growth and other obstructions on the Property to such a height so as to comply with Federal Aviation Regulations, Part 77.
- C. TENANT expressly agrees for itself, its successor and assigns, to prevent any use of the Premises which would interfere with or adversely affect the operation or

maintenance of the airport, or otherwise constitute an airport hazard.

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

**25. 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. LANDLORD hereby agrees to hold TENANT harmless from all claims, demands, damages, fines, costs, cleanup, attorney's fees, and court costs arising from any discharge of such matters occurring prior to the term of this Lease.

**26. 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.

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

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

- A. Failure of TENANT to make any payment required by this Lease when due, and the failure continues for three (3) days after written Notice of Default from LANDLORD to TENANT;
- B. An initial failure of TENANT to comply with any obligation imposed upon



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

- C. Proceedings under the Bankruptcy Act for bankruptcy filed by or against TENANT or any guarantor of TENANT's performance hereunder and not dismissed within thirty (30) days after the filing;
- D. An assignment of TENANT's property for the benefit of creditors;
- E. A receiver, conservator, or similar officer is appointed by a court of competent jurisdiction to take charge of all or a substantial part of TENANT's or any guarantor's property, and the officer is not discharged and possession of the property is not restored within thirty (30) days;
- F. TENANT's interest in the Premises or under this Lease is the subject of 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.

**29. 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.

**30. 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.

**31. 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.

**32. 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.

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

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

**35. 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.

**36. 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.

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

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

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

**40. 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

Heather J. Leon  
Printed Name: Heather J. Leon

**WITNESSES:**

Andrew Bennett  
Printed Name: Andrew Bennett

Jami Olive  
Printed Name: Jami Olive

By: Andrew Bennett

- ☐ Mike Willingham, Executive Director
- ☒ Andrew Bennett, Deputy Director
- ☐ Colleen Plonsky, Director of Finance



**TENANT: HENDRICKS FIELD AVIATION, LLC**

Thomas J. Smith

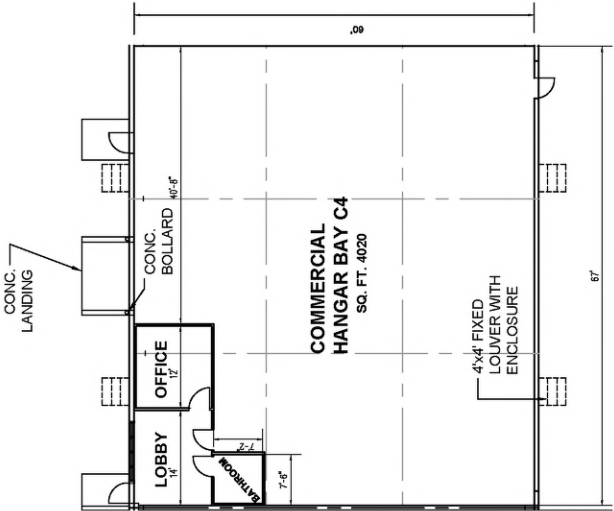
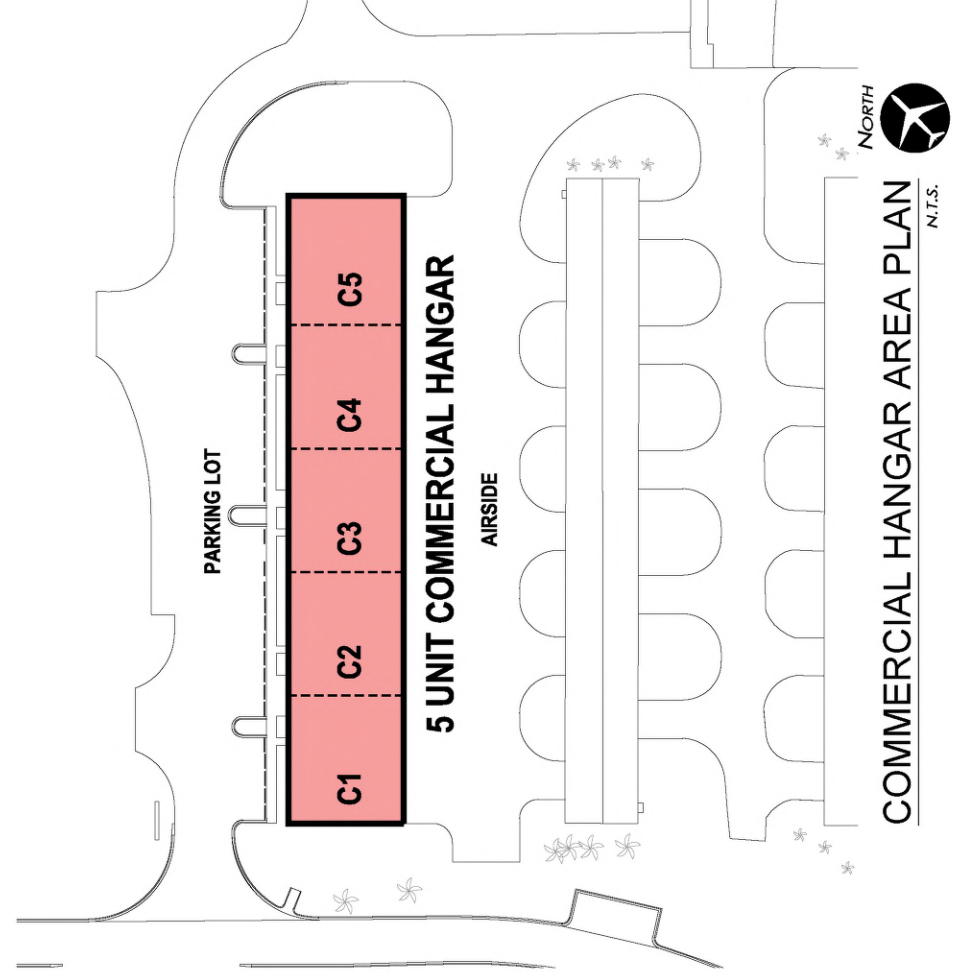
By: Thomas J. Smith, Manager

(corporate seal)



Exhibits Attached: Map/Real Property Description





COMMERCIAL HANGAR BAY C4 FLOOR PLAN  
N.T.S.



# Sebring Airport Authority

## Agenda Item Summary

**Meeting Date:** April 17, 2025

**Presenter:** Andrew Bennett

**Agenda Item:** Hendricks Field Aviation, LLC – Commercial Hangar Lease Agreement – Building 103, Hangar C5

**Background:** Hendricks Field Aviation, LLC desire to occupy Hangar C5 within Building 103 (3,240 square feet) for commercial aviation use effective May 1, 2025 through April 30, 2026 with two (2) additional one (1) year options to renew.

Year 1: \$2,420.78 per month

Year 2: \$2,965.39 per month

Year 3: \$3,510.00 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 April, 2025, by and between the **SEBRING AIRPORT AUTHORITY**, a body politic and corporate of the State of Florida (herein called "LANDLORD") and **HENDRICKS FIELD AVIATION, LLC**. (herein called "TENANT").

**W I T N E S S E T H :**

**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 May 1, 2025 and ending on April 30, 2026, unless extended or sooner terminated as herein provided.
2. **PROPERTY**. The property subject to this Agreement is Building C103, Hangar Bay C5, located at 13 Crosley Lane, 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 \$2,420.78 per month, together with a 5% fire/security charge and any sales, use or ad valorem 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 \$2,420.78 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 \$2,965.39 per month, together with a 5% fire/security charge and any sales, use or ad valorem 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 \$3,510.00 per month, together with a 5% fire/security charge and any sales, use or ad valorem 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.

**COMMERCIAL GENERAL LIABILITY INSURANCE.** TENANT shall, at its own expense, maintain a policy or policies of commercial 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 \$2,000,000 per occurrence, combined single limit coverage for bodily injury, property damage or combination thereof. This shall include premises and/or operations; independent contractors; products and completed operations and contractual liability. LANDLORD shall be listed as an additional insured on TENANT's policy or policies of commercial general liability insurance and TENANT shall provide LANDLORD with current Certificates of Insurance evidencing TENANT's compliance with this paragraph.

**AIRCRAFT LIABILITY INSURANCE.** TENANT shall, at its own expense, maintain a policy of Aircraft Liability Insurance, Including Premises Liability, for each aircraft stored or residing on the Premises, in an amount of no less than \$1,000,000 per occurrence.

**HANGARKEEPERS INSURANCE.** TENANT shall, at its own expense, maintain a policy or policies of Hangar keepers insurance coverage in amounts of no less than \$2,000,000 per claim.

**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 listed below, LANDLORD requires the following additional types of insurance.

1. **Aircraft Liability Coverage.** Aircraft liability coverage, including Bodily Injury and Property Damage with liability limits of \$1,000,000 per occurrence.
2. **Pollution/Environmental Impairment Liability Coverage.** For the purpose of this section, the term "hazardous materials" includes all materials and substances that are designated or defined as hazardous by Florida or federal law or by the rules or regulations of Florida or any federal agency. The Tenant shall procure and maintain Pollution and Remediation Legal Liability insurance in an amount not less than \$2,000,000 per claim insuring the Authority against liability for bodily injury, property damage, legal defense and remediation arising out of the operation and occupancy of the Premises.
3. **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. LANDLORD shall be listed as an additional insured on TENANT's policy.

1. **ASSIGNMENT.** TENANT shall not assign this lease or sublet the Premises, directly or indirectly, without the written consent of LANDLORD, which shall be in LANDLORD's sole discretion.

2. **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.

**3. 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.

**4. 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.

**5. 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.

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

**7. 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.

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

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

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

- A. No person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities;
- B. That in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination;
- C. That TENANT shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 and Title VIII of the Civil Rights Act of 1968, and as said Regulations may be amended.
- D. That in the event of a breach of any of the above nondiscrimination covenants, LANDLORD shall have the right to terminate the lease. This provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights.

**10. MAINTENANCE AND REPAIRS.** LANDLORD will be responsible for the maintenance, repair and upkeep of the exterior of the Commercial Hangar. TENANT shall maintain the interior of the commercial hangar and shall keep the balance of 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 reasonable administrative costs. Such costs for repairs shall bear interest at the rate of 18% per annum from the tenth day after billing therefor until paid and shall constitute additional rent. LANDLORD reserves the right to enter on the Premises at all reasonable times to make such repairs.

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

**12. 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.

**13. 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.

**13. 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:

Thomas J. Smith  
2859 Briarwood Ln  
Sebring, FL 33875  
863-446-2163 (D)  
justin@hendricksfield.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.

**14. 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.

**15. 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.

**16. 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.

**17. 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.

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

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

**20. 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.

**21. 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).

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

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

- A. LANDLORD reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Property, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing or taking off from or operating on the airport.
- B. Tenant expressly agrees for itself, its successors and assigns, to restrict the height of objects or natural growth and other obstructions on the Property to such a height so as to comply with Federal Aviation Regulations, Part 77.
- C. TENANT expressly agrees for itself, its successor and assigns, to prevent any use of the Premises which would interfere with or adversely affect the operation or

maintenance of the airport, or otherwise constitute an airport hazard.

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

**25. 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. LANDLORD hereby agrees to hold TENANT harmless from all claims, demands, damages, fines, costs, cleanup, attorney's fees, and court costs arising from any discharge of such matters occurring prior to the term of this Lease.

**26. 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.

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

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

- A. Failure of TENANT to make any payment required by this Lease when due, and the failure continues for three (3) days after written Notice of Default from LANDLORD to TENANT;
- B. An initial failure of TENANT to comply with any obligation imposed upon

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

- C. Proceedings under the Bankruptcy Act for bankruptcy filed by or against TENANT or any guarantor of TENANT's performance hereunder and not dismissed within thirty (30) days after the filing;
- D. An assignment of TENANT's property for the benefit of creditors;
- E. A receiver, conservator, or similar officer is appointed by a court of competent jurisdiction to take charge of all or a substantial part of TENANT's or any guarantor's property, and the officer is not discharged and possession of the property is not restored within thirty (30) days;
- F. TENANT's interest in the Premises or under this Lease is the subject of 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.

**29. 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.

**30. 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.

**31. 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.

**32. 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.

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

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

**35. 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.

**36. 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.

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

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

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

**40. 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

Heather J. Leon  
Printed Name: Heather J. Leon

**WITNESSES:**

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



**TENANT: HENDRICKS FIELD AVIATION LLC**

Andrew Bennett  
Printed Name: Andrew Bennett

Jami Olive  
Printed Name: Jami Olive

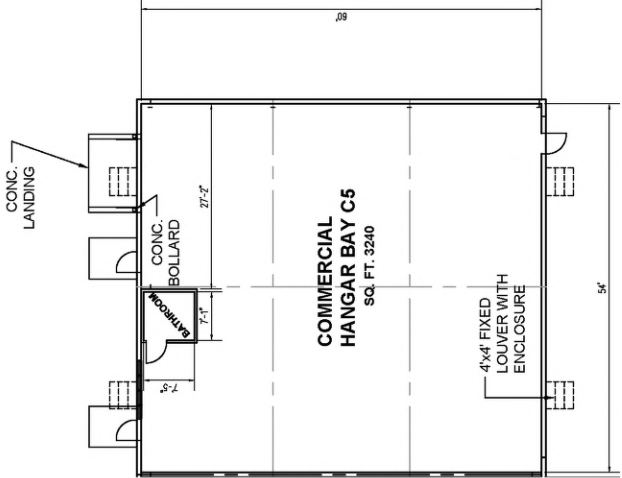
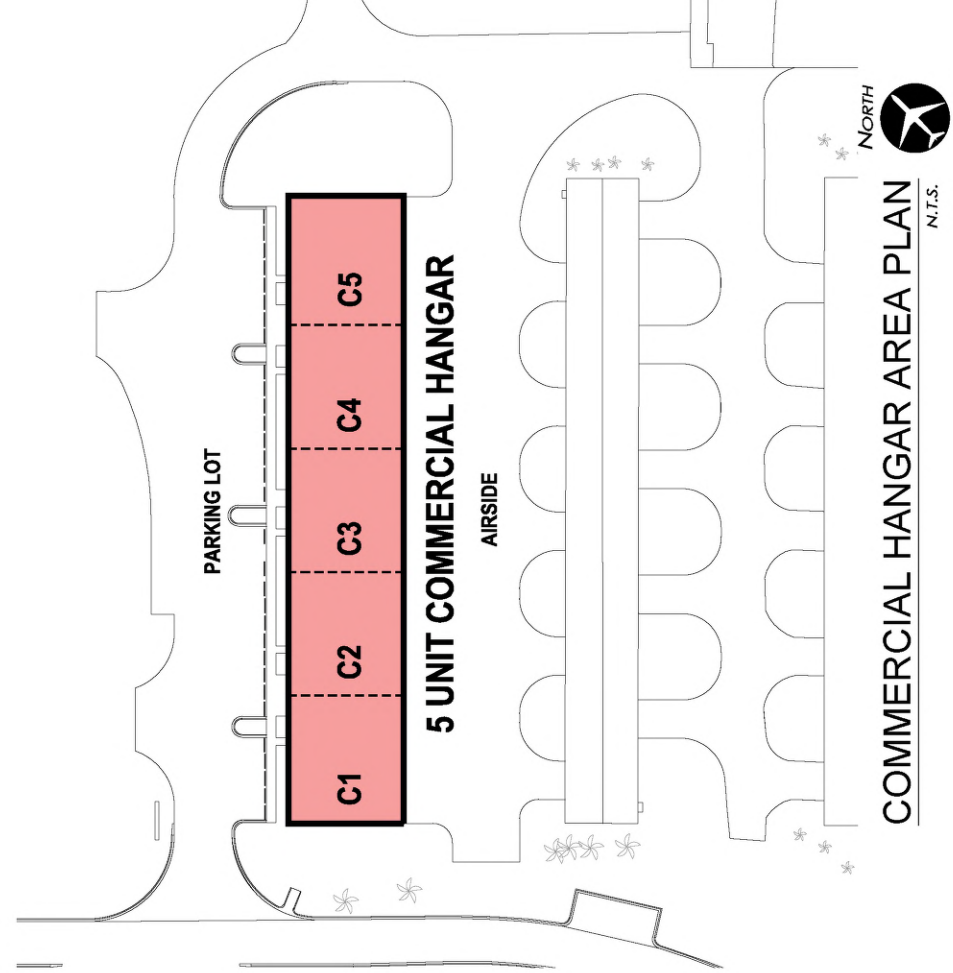
Thomas J. Smith  
By: Thomas J. Smith, Manager

(corporate seal)



Exhibits Attached: Map/Real Property Description





ATKINS

SEBRING REGIONAL AIRPORT  
Sebring, Florida

COMMERCIAL HANGAR BAY C5

01/22/2024



# Sebring Airport Authority

## Agenda Item Summary

**Meeting Date:** April 17, 2025

**Presenter:** Andrew Bennett

**Agenda Item:** Hawker Aviation Holdings, LLC – Commercial Hangar Lease Agreement – Building 104, Hangar C1

**Background:** Hawker Aviation Holdings, LLC desires to occupy Hangar C1 within Building 104 (4,920 square feet) for commercial aviation use effective May 1, 2025 through April 30, 2026 with two (2) additional one (1) year options to renew.

Year 1: \$4,243.33 per month

Year 2: \$4,786.67 per month

Year 3: \$5,330.00 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  
HAWKER AVIATION HOLDINGS, LLC**

**THIS LEASE AGREEMENT** is made and entered into this 17<sup>th</sup> day of April, 2025, by and between the **SEBRING AIRPORT AUTHORITY**, a body politic and corporate of the State of Florida (herein called "LANDLORD") and **HAWKER AVIATION HOLDINGS, LLC**, a Florida limited liability company (herein called "TENANT").

**WITNESSETH:**

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

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

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

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

1. **TERM.** The term of this Lease Agreement shall be for one (1) year commencing on May 1, 2025 and ending on April 30, 2026, unless extended or terminated as set forth herein. This Lease Agreement may be terminated by either party upon thirty (30) days written notice to the other party.
2. **PROPERTY.** The property subject to this Agreement is Building 104, Hangar Bay C1, located at 440 Hendricks Field 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 shall not use the Premises as lodging or for any residential or personal use. TENANT will make no unlawful, improper, or offensive use of the Premises.
4. **RENT.** TENANT hereby agrees to pay rent to LANDLORD of \$4,243.33 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 \$4,243.33, which deposit shall not bear interest but shall be returned to TENANT upon termination of this lease so long as there is no rent left unpaid and no damage to the Premises. Each lost key shall incur a \$75.00 re-key fee. Each lost security fencing access card shall incur a \$25.00 replacement fee.
5. **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.

6. **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.

7. **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.

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 \$4,786.67 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. For the second year of the renewal, Rent shall be \$5,330.00 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. **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.

10. **RELOCATION.** LANDLORD shall have the right to relocate TENANT, at LANDLORD'S expense, to a mutually agreeable location within Sebring Regional Airport and Industrial Park if the Premises are needed by LANDLORD. LANDLORD shall give TENANT at least three (3) months notice of a proposed relocation, unless the parties agree in writing to a shorter term. Said relocation shall be evidenced by a written addendum to this Lease Agreement, executed by the parties. Should the parties not be able to agree on a new location, LANDLORD may terminate this lease thereafter upon three (3) months notice.

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 except for non-payment of premium;

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

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

**PROPERTY 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.

**COMMERCIAL GENERAL LIABILITY INSURANCE.** TENANT shall, at its own expense, maintain a policy or policies of commercial 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 \$2,000,000 per occurrence, combined single limit coverage for bodily injury, property damage or combination thereof. This shall include premises and/or operations; independent contractors; products and completed operations and contractual liability. LANDLORD shall be listed as an additional insured on TENANT's policy or policies of commercial general liability insurance and TENANT shall provide LANDLORD with current Certificates of Insurance evidencing TENANT's compliance with this paragraph.

**AIRCRAFT LIABILITY INSURANCE.** TENANT shall, at its own expense, maintain a policy of Aircraft Liability Insurance, Including Premises Liability, for each aircraft stored or residing on the Premises, in an amount of no less than \$1,000,000 per occurrence.

**HANGARKEEPERS INSURANCE.** TENANT shall, at its own expense, maintain a policy or policies of Hangarkeepers insurance coverage in amounts of no less than \$2,000,000 per claim.

**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.

√ **Pollution/Environmental Impairment Liability Coverage.** For the purpose of this section, the term "hazardous materials" includes all materials and substances that are designated or defined as hazardous by Florida or federal law or by the rules or regulations of Florida or any federal agency. The Tenant shall procure and maintain Pollution and Remediation Legal Liability insurance in an amount not less than \$2,000,000 per claim insuring the Authority against liability for bodily injury, property damage, legal defense and remediation arising out of the operation and occupancy of the Premises.

√ **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. LANDLORD shall be listed as an additional insured on TENANT's policy.

**13. ASSIGNMENT.** TENANT shall not assign this lease or sublet the Premises, directly or indirectly, without the written consent of LANDLORD, which shall be in LANDLORD's sole discretion.

**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 and cannot confer upon a laborer upon the Premises, or upon a materialman who furnishes material incorporated in the construction of improvements upon the Premises, a construction lien upon LANDLORD's property under the provision of Chapter 713, Florida Statutes, or any subsequent revisions of that law.

**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 City of Sebring and shall be given only such effect as will not conflict or be

inconsistent with the term and conditions contained in the lease of said lands from the LANDLORD, and any existing or subsequent amendments thereto, and are subject to any rules or regulations which have been, or may hereafter be adopted by the LANDLORD pertaining to the Sebring Regional Airport. Except to the extent required for the performance of the obligations of TENANT in this Lease Agreement, nothing contained in this Lease Agreement shall grant TENANT any rights whatsoever in the airspace above the Premises, other than those rights which are subject to Federal Aviation Administration orders, regulations or advisory circulars currently or subsequently effective.

**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 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.

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

**22. MAINTENANCE AND REPAIRS.** LANDLORD will be responsible for the maintenance, repair and upkeep of the exterior of the Commercial Hangar. TENANT shall maintain the interior of the commercial hangar and shall keep the balance of 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 reasonable

administrative costs. Such costs for repairs shall bear interest at the rate of 18% per annum from the tenth day after billing therefor until paid and shall constitute additional rent. LANDLORD reserves the right to enter on the Premises at all reasonable times to make such repairs.

**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.

**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:

Gary Gwynn  
630 Raccoon Ln.  
Lorida, FL 33857  
Gary@SixGAViation.com

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

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

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

TENANT shall at all times keep and maintain an adequate number of operating charged fire extinguishers in or on the Premises.

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

**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 Sebring Regional Airport or Industrial Park, (including Federal Aviation grant requirements).

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

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

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

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



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

**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 the USDA Rural Development, and other agencies of the State and Federal Government. TENANT agrees to comply with all state and federal laws and rules upon which the grants are conditioned, particularly those pertaining to employment.

**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 further covenants to hold the LANDLORD harmless from all claims, demands, damages, fines, costs, cleanup, attorney's fees, and court costs arising from TENANT'S discharge (either intentional or accidental) of such matters to the soil, air, water, or waste water treatment facility. LANDLORD hereby agrees to hold TENANT harmless from all claims, demands, damages, fines, costs, cleanup, attorney's fees, and court costs arising from any discharge of such matters occurring prior to the term of this Lease.

**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. The stormwater pollution prevention plan is a major mechanism to comply with the National Pollution Discharge Elimination System (NPDES) Multi-Sector Generic Permit (MSGP) for stormwater discharge associated with industrial activities. The NPDES MSGP is administered by Florida Department of Environmental Protection (FDEP) and is defined in rule 62-621.100 *et seq.*, F.A.C.

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

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

B. An initial failure of TENANT to comply with any obligation imposed upon

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

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

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

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

F. TENANT's interest in the Premises or under this Lease is the subject of 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 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.

**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. 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.

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

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

Airport and Industrial Park.

**48. 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.

**49. 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.

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

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


**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.

WITNESSES:


TENANT: HAWKER AVIATION HOLDINGS, LLC  
a Florida limited liability company


  
Printed Name: Andrew Bennett

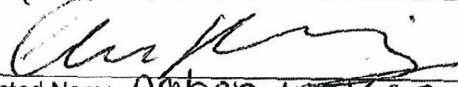
By:   
Gary Gwynn, Authorized Member

  
Printed Name: Jami Olive

  
(corporate seal)


  
Printed Name: Norma Finwatter

By:   
Edwin E. Walpole, IV, Authorized Member

  
Printed Name: Amber McKenzie

  
Printed Name: Jami Olive

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

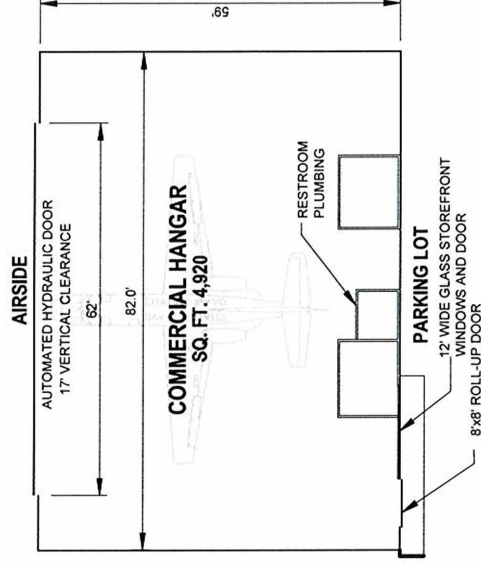
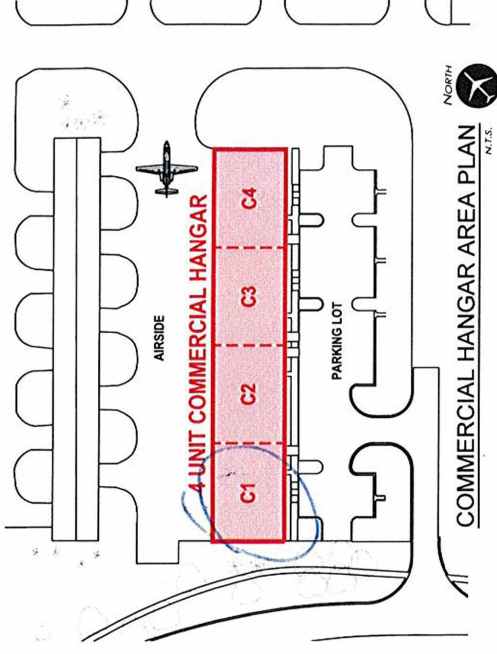
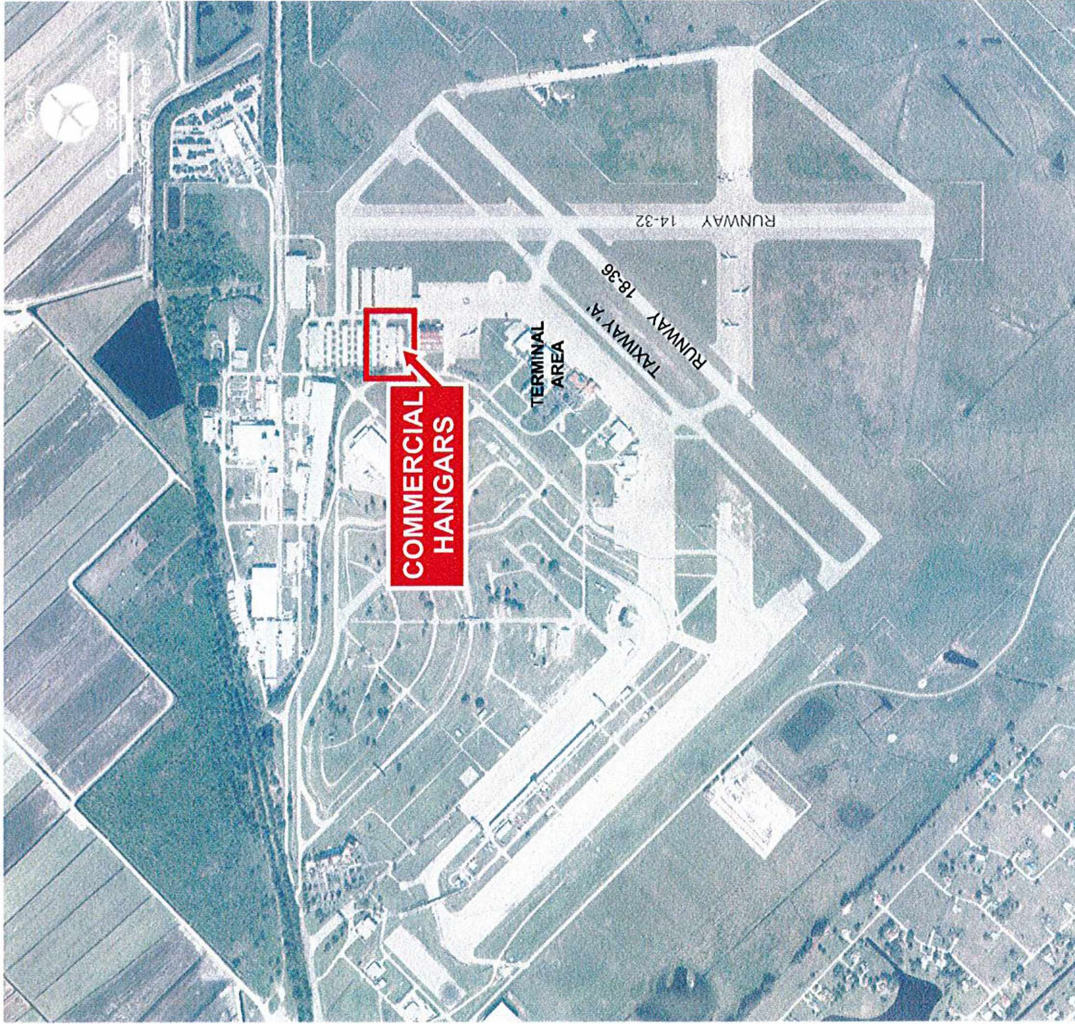
  
Printed Name: Heather J. Leon

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

Exhibits Attached:  
A. Map/Property  
Description







COMMERCIAL HANGAR FLOOR PLAN  
N.T.S.

SEBRING MULTIMODAL  
LOGISTICS CENTER  
Sebring, Florida

**ATKINS**  
Member of the SNC-Lavalin Group

**SEBRING**  
MULTIMODAL LOGISTICS CENTER

COMMERCIAL HANGAR AREA PLAN  
BUILDING 104

12/16/2019



## **RESOLUTION SAA 25-02**

### **A RESOLUTION OF THE SEBRING AIRPORT AUTHORITY TO APPROVE AMENDMENT S25-01 TO THE 2024-2025 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 2024-2025 Budget Amendment S25-01 as presented.

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

**PASSED AND ADOPTED** this 17th day of April 2025.



**SEBRING AIRPORT AUTHORITY**

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

Mike Willingham, Ex. Director

SEBRING AIRPORT AUTHORITY  
BUDGET AMENDMENT# S25-01  
EFFECTIVE ACCOUNTING PERIOD: FEBRUARY 2025

4/17/2025

SUBMITTED BY: Colleen Plonsky

SIGNED BY:



REVENUE CENTER	ACCOUNT	ACCOUNT NAME	PRIOR BUDGET AS	INCREASE	DECREASE	REVISED	Reason:
FBO	344-010-FBO	MILITARY AFTER HOURS FEES	\$ 1,000.00	\$ 2,000.00	\$ -	\$ 3,000.00	BUDGET UNDERSTATED
Total Revenue Increase/Decrease			\$ 1,000.00	\$ 2,000.00	\$ -	\$ 3,000.00	
COST CENTER (expenses)							
Total Expenses Increase/Decrease			\$ 1,000.00	\$ 5,000.00	\$ -	\$ 6,000.00	
			Prior Month Budgeted Operating Reserve	Current Month Revenue - Inc/(Dec)	Current Month Expense - Inc/(Dec)	Revised Budgeted Operating Reserve	
			\$473,803.00	\$ 2,000.00	\$ 5,000.00	\$470,803.00	


REQUEST #: S25-01

TRANSFER TYPE:

- ☐ ITEM TO ITEM  
☒ OPERATING RESERVE  
☒ BY RESOLUTION # SAA 25-02

BOARD  
APPROVAL:

Executive Director



# Airport Executive BRIEF



## CONTENTS

### From the Deputy Director

- New Safety Advisory & Pilot Video for SEF
- Sebring Airport Staff Attends Sun 'n Fun

### Executive Director's Updates

- T-34 Assoc. 3rd Annual "Knock the Rust Off"
- FDOT Assistant Secretary Kim Holland Visits Sebring Airport





### New Safety Advisory & Pilot Video for Sebring Airport (SEF)

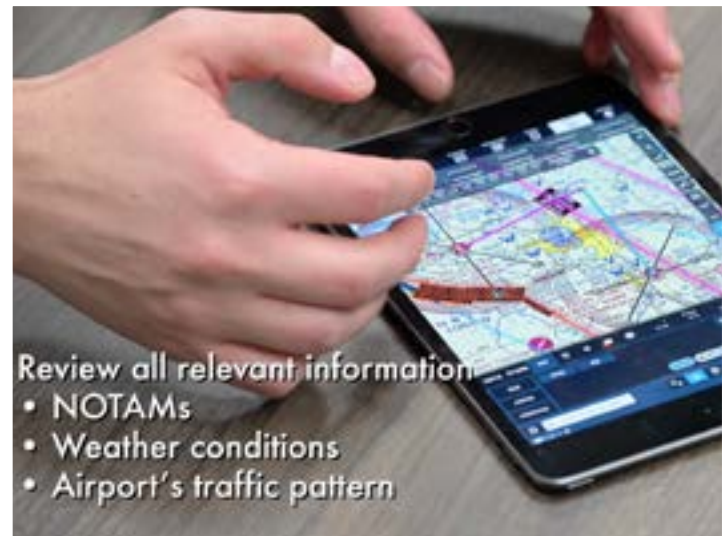
As part of our continued commitment to safety and service excellence, Sebring Airport has released a 2025 Safety Advisory for all incoming pilots. This comprehensive document provides updated procedures and important operational information to ensure a safe and efficient arrival.

We've also created a new, comprehensive pilot orientation video to help familiarize you with the airport layout and arrival protocols before you touch down.

[View the Safety Advisory](#)

[Watch the Pilot Orientation Video](#)

Please review these materials before your next flight into SEF. Fly safe, and we look forward to welcoming you to Sebring!



### Sun 'N Fun 2025

The 2025 Sun 'n Fun Aerospace Expo is a wrap. The 51st annual expo took place from 1-6 April at Lakeland Linder International Airport in Central Florida.

Big thanks to our team who attended this event representing Sebring Airport: Jami, Colleen, Andrew and Heather.

Over 200,000 guests, 3000-3500 aircraft, and several hundred vendors attended the event. The Expo brought in roughly \$31 million, and a big portion of the profits will go to the Aerospace Center For Excellence, which supports Youth Education Programs in aviation.

Throughout the week, Sun 'n Fun offers activities such as military and civilian flying demonstrations, static displays, workshops, lectures, and vendor displays.



## FDOT ASSISTANT SECRETARY KIM HOLLAND VISITS SEBRING AIRPORT



Sebring Airport was honored to welcome Kim Holland, Assistant Secretary for Strategic Development at the Florida Department of Transportation (FDOT),

during her recent visit to the region for the FDOT Equipment Rodeo at Sebring International Raceway.

Secretary Holland, who brings over 28 years of experience in infrastructure engineering, joined FDOT in 2023. In her role, she oversees strategic investments into Florida's transportation system, including the Strategic Intermodal System. Her mission includes strengthening the state's supply chain logistics, maximizing competitive grant opportunities, building strong public-private partnerships, and advancing resilience strategies to protect Florida's infrastructure from extreme weather.

Airport Executive Director Mike Willingham and Deputy Director Andrew Bennett had the pleasure of hosting Secretary Holland during her visit. Although initially

scheduled for a brief 30-minute meeting, the conversation extended to more than 90 minutes, underscoring her deep interest in Sebring Airport's strategic initiatives.

Key highlights of the discussion included Sebring's Advanced Air Mobility (AAM) project, engineering and vocational training programs, and the Board's commitment to workforce development and job creation in the region.

Plans are now underway to coordinate a return visit from Secretary Holland to explore the Highlands County School Board's youth training programs in greater depth. Sebring Airport looks forward to continuing this valuable dialogue and to further strengthening partnerships that support innovation, education, and long-term economic growth.

## T-34 ASSOCIATION'S "KNOCK THE RUST OFF 2025"

*Sebring Regional Airport recently hosted the T-34 Association's "Knock the Rust Off 2025" event from March 28 to April 1, welcoming pilots, aviation enthusiasts, and their families for five days of camaraderie, training, and flight operations.*

The event served as a formation flying clinic and a perfect tune-up for the Sun 'n Fun Aerospace Expo. Each day began with mass briefings and was followed by formation flights, on-site lunches at the EAA hangar, and evening gatherings that brought participants together to share stories and celebrate their shared passion for aviation.

While pilots were busy in the skies, non-flying attendees enjoyed a range of Sebring's attractions—including golf, museums, fishing, and even race car driving opportunities.

Participants stayed at the Seven Sebring Hotel, conveniently located within walking

distance of the airport, creating a seamless and engaging experience from airfield to evening socials. The final day featured a mass briefing and practice for the Sun 'n Fun mass arrival, capping off a highly successful and well-organized event.

Sebring was proud to be the launchpad for another exciting aviation season and looks forward to welcoming the T-34 Association back in the future.





## Big Things Are Happening in Sebring! HGTV's Home Town Takeover is Putting Our Community in the Spotlight!

Sebring, Florida, is experiencing a remarkable revitalization as the focus of HGTV's "Home Town Takeover" Season 3, hosted by Ben and Erin Napier. This initiative has breathed new life into our community by renovating homes, local businesses, and public spaces, thereby enhancing Sebring's appeal as a vibrant destination. The increased national attention is expected to boost tourism and economic growth, presenting exciting

opportunities for Sebring Regional Airport to welcome a surge of visitors eager to experience our transformed town.

For a visual glimpse into the ongoing transformations, you can watch the following sneak peek:

<https://www.hgtv.com/shows/home-town-takeover/articles/home-town-takeover-hgtv-season-three>

[See the trailer video here.](#)







Sebring Regional Airport  
128 Authority Lane  
Sebring, Florida 33870  
[www.sebring-airport.com](http://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   | Existing Industrial Park      |
| Catalyst Site        | Airport                       |
| Future Commerce Park | Sebring International Raceway |



**ACCELERATE YOUR BUSINESS'S POTENTIAL**

**SEBRING AIRPORT AUTHORITY**  
**FINANCIAL STATEMENTS AND**  
**SUPPLEMENTARY INFORMATION**  
**YEAR ENDED SEPTEMBER 30, 2024**

DRAFT



**SEBRING AIRPORT AUTHORITY  
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## INDEPENDENT AUDITORS' REPORT

Board of Directors  
Sebring Airport Authority  
Sebring, Florida

### Report on the Audit of the Financial Statements

#### ***Opinion***

We have audited the accompanying financial statements of the Sebring Airport Authority (the Authority), as of and for the year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Authority, as of September 30, 2024, and the changes in financial position and its cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

#### ***Basis for Opinion***

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Authority and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

#### ***Responsibilities of Management for the Financial Statements***

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Authority's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

***Auditors' Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Authority's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

### ***Required Supplementary Information***

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, information on other postemployment benefits, and information on defined benefit pensions be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with GAAS, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

### ***Supplementary Information***

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Authority's basic financial statements. The schedule of revenues, expenses, and changes in net position – CRA fund and the schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with GAAS. In our opinion, the schedule of revenues, expenses, and changes in net position – CRA fund and the schedule of expenditures of federal awards are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

### ***Other Reporting Required by Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated REPORT DATE, on our consideration of the Authority's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Authority's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control over financial reporting and compliance.

**CliftonLarsonAllen LLP**

Sebring, Florida  
REPORT DATE

**SEBRING AIRPORT AUTHORITY  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
YEAR ENDED SEPTEMBER 30, 2024**

As management of the Sebring Airport Authority (the Authority), we offer the readers of the Authority's basic financial statements this narrative overview and analysis of the financial activities of the Authority for the year ended September 30, 2024. We encourage readers to consider the information presented here in conjunction with the Authority's financial statements.

**Financial Highlights**

- The assets plus deferred outflows of resources of the Authority exceeded its liabilities plus deferred inflows of resources as of September 30, 2024 by \$48,674,487 (net position).
- The Authority's total assets net of depreciation as of September 30, 2024 were \$60,488,400.
- The Authority's total operating revenue was \$7,529,767 primarily consisting of industrial and test track rentals of \$3,019,108 and Fixed Base Operations sales in the amount of \$3,553,157.
- The Authority's total operating expenses came to \$7,209,942. General operating expense (including insurance, supplies, utilities, repairs and maintenance, taxes) came to \$4,219,167. Other primary expenses consisted of \$1,633,072 in personnel costs, \$378,148 in contractual services, \$979,555 in professional services, and \$2,932,410 in depreciation. The net operating loss was \$2,612,585.
- Total nonoperating revenue, (expenses), and capital grants were \$6,314,182 resulting in an increase in net position of \$3,701,597.

**Overview of Financial Statements**

The financial statements included in the annual report are those of a special-purpose government engaged in a business-type activity. The following statements are included:

- Statement of Net Position — reports the Authority's assets, deferred outflows of resources, liabilities, deferred inflows of resources and net position at the end of the fiscal year and provides information about the nature and amounts of investment of resources and obligations to creditors.
- Statement of Revenue, Expenses, and Changes in Net Position — reports the results of activity over the course of the fiscal year. It details the costs associated with operating the Authority and how those costs were funded. It also provides an explanation of the change in net position from the previous fiscal year-end to the current fiscal year-end.
- Statement of Cash Flows — reports the Authority's cash flows in and out from operating activities, noncapital financing activities, capital and related financing activities, and investing activities. It details the sources of the Authority's cash, what it was used for, and the change in cash over the course of the fiscal year.
- The basic financial statements also include notes that provide required disclosures and other information necessary to gather the full meaning of the material presented in the statements.

**SEBRING AIRPORT AUTHORITY  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
YEAR ENDED SEPTEMBER 30, 2024**

**Overview of Financial Statements (Continued)**

The analysis of net position, revenue, and expenses are detailed and provide a comprehensive portrayal of financial conditions and related trends. The analysis includes all assets and liabilities using the accrual basis of accounting.

Accrual accounting is similar to the accounting used by most private sector companies. Accrual accounting recognizes revenue and expenses when earned regardless of when cash is received or paid.

Our analysis presents the Authority's net position, which can be thought of as the difference between what the Authority owns (assets) and what the Authority owes (liabilities). The net position analysis will allow the reader to measure the health or financial position of the Authority.

Over time, significant changes in the Authority's net position are an indicator of whether its financial health is improving or deteriorating. To fully assess the financial health of any Authority, the reader must also consider other nonfinancial factors such as fluctuations in the local economy, fluctuations in fuel prices, and the physical condition of the Authority's capital assets.

At September 30, 2024, total assets were \$60,488,400. Total current assets were \$5,513,495. Total noncurrent assets were \$54,974,905.

In addition, total liabilities at September 30, 2024 were \$7,060,760. Total current liabilities were \$906,790 and liabilities payable from restricted assets (tenant deposits) and total long-term (noncurrent) liabilities were \$6,153,970.

**Net Position**

The difference between an organization's assets and deferred outflows of resources and its liabilities and deferred inflows of resources equals its net position. The Authority's net position is classified as follows:

Net investment in capital assets — Capital assets, net of accumulated depreciation and reduced by debt attributable to the acquisition of those assets.

Restricted — Net position that can be spent only for specific purposes because of constraints imposed by external providers (such as grantors, bondholders, and higher levels of government), or imposed by constitutional provisions or enabling legislation.

Unrestricted — Net position that is not invested in capital assets or subject to restrictions.

**SEBRING AIRPORT AUTHORITY  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
YEAR ENDED SEPTEMBER 30, 2024**

**Condensed Financial Information**

Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources, and Net Position:

	2024	2023
<b>ASSETS</b>		
Current Assets - Unrestricted	\$ 5,030,941	\$ 4,025,187
Current Assets - Restricted	482,554	449,707
Net Capital Assets	50,764,593	46,443,012
Other Noncurrent Assets	4,210,312	4,051,729
Total Assets	<u>60,488,400</u>	<u>54,969,635</u>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>	479,025	390,527
<b>LIABILITIES</b>		
Current Liabilities	906,790	2,576,095
Noncurrent Liabilities	6,153,970	3,302,908
Total Liabilities	<u>7,060,760</u>	<u>5,879,003</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>	<u>5,232,178</u>	<u>4,508,269</u>
<b>NET POSITION</b>		
Net Investment in Capital Assets	46,054,871	42,834,126
Restricted	314,706	590,982
Unrestricted	2,304,910	1,547,782
Total Net Position	<u>\$ 48,674,487</u>	<u>\$ 44,972,890</u>

Current assets increased \$1,038,601 from the prior fiscal year. Net capital assets increased by \$4,321,581 primarily due to the EDA Stormwater Drainage Improvements and Terminal Apron Rehab Phase 2 projects in progress. Of the total increase in current assets, restricted cash increased \$32,847 due to the increase in customer deposits.

Current liabilities decreased \$1,669,305 from the prior year primarily due to a decrease in payables related to projects in process at year end.

At September 30, 2024, the Authority had \$2,916,055 in long-term debt related to capital assets and a \$1,519,686 secured line of credit balance. That debt finances the purchases of equipment as well as construction and improvement projects. The Authority also records \$1,260,145 in net pension liability related to the Authority's participation in the Florida Retirement System.

There was an increase in net position of \$3,701,597 mainly due to capital grants after a net operating loss of \$2,612,585. Nonoperating revenue includes capital grants and contributions of \$5,901,213. The net operating loss was largely due to general expense of \$4,219,167 and depreciation expense of \$2,932,410.



**SEBRING AIRPORT AUTHORITY  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
YEAR ENDED SEPTEMBER 30, 2024**

**Condensed Financial Information (Continued)**

Revenues, Expenses, and Changes in Net Position

	2024	2023
<b>OPERATING REVENUE</b>		
Industrial and Test Track Rental Revenue	\$ 3,019,108	\$ 2,670,364
Fixed Based Operations	3,553,157	2,264,383
Other Revenue	957,502	785,565
Total Operating Revenue	7,529,767	5,720,312
<b>OPERATING EXPENSES</b>		
Personnel Services	1,633,072	1,534,480
Contractual Services	378,148	331,143
Professional Services	979,555	664,481
General Operating Expenses	4,219,167	2,826,795
Depreciation Expense	2,932,410	2,679,938
Total Operating Expenses	10,142,352	8,036,837
<b>NET OPERATING LOSS</b>	(2,612,585)	(2,316,525)
<b>NONOPERATING REVENUES (EXPENSES)</b>		
Interest Revenue (Expense), Net	322,996	271,339
Capital Grants and Contributions	5,901,213	2,773,905
Other Nonoperating Revenue	89,973	298,470
Total Nonoperating Revenues (Expenses)	6,314,182	3,343,714
<b>CHANGE IN NET POSITION</b>	3,701,597	1,027,189
Net Position - Beginning of Year	44,972,890	43,945,701
<b>NET POSITION - END OF YEAR</b>	<u>\$ 48,674,487</u>	<u>\$ 44,972,890</u>

Overall operating revenue increased by \$1,809,455. Industrial and test track rental revenue increased \$348,744 for the current year. Revenue from fixed based operations increased \$1,288,774 for the current year due to increased activity at the airport for military and general aviation activity.

Operating expenses before depreciation increased by \$1,853,043. The increase was due largely to increases in the cost of fuel related to increased fuel sales noted above.

In fiscal year 2024, total operating revenue was \$7,529,767 while total operating expenses, including depreciation, was \$10,142,352. This resulted in a \$2,612,585 operating loss. Net nonoperating revenues, including capital grants, were \$6,314,182 resulting in a positive change in net position of \$3,701,597.

**SEBRING AIRPORT AUTHORITY  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
YEAR ENDED SEPTEMBER 30, 2024**

**Capital Assets**

The Authority's investment in capital assets as of September 30, 2024 amounted to \$50,764,593 (net of accumulated depreciation) compared to \$46,443,012 for the prior year. This investment in capital assets includes land, buildings, infrastructure, vehicles, machinery and equipment, furniture and fixtures, and construction in progress. Major capital asset events during the fiscal year include the following:

- Reconstruct Terminal Apron Rehab Phase 2
- Stormwater Drainage Improvements

Capital Assets (Net of Depreciation):

	2024	2023
Total Capital Assets Not Being Depreciated	\$ 1,089,088	\$ 5,679,044
Total Capital Assets Being Depreciated and Amortized	91,471,935	80,208,603
Accumulated Depreciation and Amortization	(41,796,430)	(39,444,635)
Total Capital Assets, Net	<u>\$ 50,764,593</u>	<u>\$ 46,443,012</u>

Additions information on the Authority's capital assets can be found in Note 3 to the financial statements.

**Long-Term Debt**

At September 30, 2024, the Authority had total debt outstanding of \$4,435,741 compared to \$3,136,383 in the prior year. The increase in total outstanding debt is attributable to the increase in the secured line of credit offset by payments on existing debt.

Long-Term Debt:

	2024	2023
Notes Payable - Direct Borrowing and Leases	\$ 2,916,055	\$ 3,136,383
Line of Credit - Secured	1,519,686	-
Total	<u>\$ 4,435,741</u>	<u>\$ 3,136,383</u>

Please refer to Notes 8 and 9 of the financial statements for a complete presentation of all long-term debt and line of credit liabilities. The above table does not present information for compensated absences, net pension liability, or other post-employment benefit liabilities.

**SEBRING AIRPORT AUTHORITY  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
YEAR ENDED SEPTEMBER 30, 2024**

**Economic Factors and Next Year's Budgets and Rates**

The Sebring Airport Authority 2025 Annual Budget was approved by Resolution 24-10 on September 19, 2024. The Sebring Regional Airport and Industrial Park Community Redevelopment Agency (CRA) is reported as a blended component unit of Sebring Airport Authority. Its Annual Budget was approved by Resolution 24-04 on September 19, 2024. The detailed budgets are available for review upon request.

**Projects that are in the pipeline are as follows:**

- Apron Reconstruction Project Phase II was completed in March 2024. This project was funded by the FAA and FDOT in the amount of \$4,400,000. We have \$7,500,000 programed in the FDOT Work Program for FY27/28/29 for the third and final phase. Discussion with FDOT to consolidate the funding allocations to FY27/28 remains ongoing.
- Webster Turn full depth reconstruction is fully designed and permitted. The Interlocal Agreement with the County has been fully executed - necessary as the County is the recipient of FDOT grant funding totaling \$595,308.00 and has allocated \$750,000.00 in FY24/25 local project funds. The current estimate of probable construction cost is \$2.4 million. Solicitation for construction will commence in April 2025 while efforts to engage with Highlands County, FDOT, and others to secure necessary funding continue.
- An Economic Development Administration (EDA) grant totaling \$1,830,207.00 (80%) was received to replace critical sections of master stormwater drainage infrastructure from WWII. Project was awarded to Quality Enterprises USA, Inc. for \$2,125,623.00 and was completed in Fall 2024.
- Design plans and technical specifications for expanding our Fuel Farm system to replace our existing 1,000-gallon tank with a new 10,000-gallon tank that will accommodate a sustainable replacement for 100 Low Leaded octane aviation fuel are complete. Funding for this expansion will be applied in the Spring 2025 through the FAA via the Bipartisan Infrastructure Law (BIL) program allocations and FDOT.
- FAA Bipartisan Infrastructure Law (BIL) grant totaling \$256,500.00 and Florida Department of Transportation grant totaling \$28,500.00 was received to complete the design and permitting of Taxiway Delta. Design and permitting will be finalized in the Spring 2025, FAA Airport Improvement Program construction grant application for discretionary funding will be submitted in early Summer 2025. FDOT has allocated \$125,000.00 in grant funding for construction.
- The Florida Department of Transportation awarded a \$575,000 grant for the installation of six 70-foot High Mast lights across the terminal apron area. The terminal apron area lacks adequate lighting, with minimal coverage provided by lights from adjacent airside buildings. This poses significant security and operational concerns, as the area remains dark at night, including along the AOA fencing/gates and around stationary aircraft. The new lighting will enhance security and safety during nighttime operations. Construction began in February 2025.

**SEBRING AIRPORT AUTHORITY  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
YEAR ENDED SEPTEMBER 30, 2024**

**Economic Factors and Next Year's Budgets and Rates (Continued)**

- Application has been submitted to the FAA for the design of Taxiway Alpha and will be funded by the FAA through the Bipartisan Infrastructure Law (BIL).
- We continue to collaborate with our tenant partners on their projects. They are briefly outlined as follows:
  - SAA advertised RFP 24-04 Aircraft Hangar Development with one (1) proposal was received from Corle Building Systems, Inc. Corle Building Systems, Inc. intends to construct all sitework and vertical construction which will consist of 8 box hangars measuring 70' x 70' and 4 box hangars measuring 100' x 100' with approximately 18 guest parking spaces within the project site. The Developer proposes to offer the hangars either for sale as a condominium unit or for lease. The project is located on the South Hangar Site situated on approximately 6.6 acres.
  - DUC Propellers is planning a new facility on Airport to manufacture and distribute helicopter rotor blades and propellers for Powered Lift (vertical takeoff and landing) aircraft.
  - The aerospace program at the Airport is expanding to meet high demand, increasing enrollment from 50 to 100-125 students and introducing a Diesel Maintenance Technology program. The new facility will include workshop labs, computer labs, and classrooms equipped with the latest technology. This workforce development expansion aims to prepare students for successful careers in aviation, engineering, and transportation-related industries.
  - Advanced Air Mobility (AAM) in the United States is rapidly evolving, with the FAA leading efforts to develop infrastructure and regulatory frameworks for this new aviation ecosystem. The Sebring Airport Authority has submitted a Pen and Ink update to its FAA approved Airport Layout Plan to incorporate AAM and vertiport facilities, including a takeoff/landing pad, parking areas for Powered Lift vehicles, and up to four (4) recharging stations. This plan is undergoing final FAA review and approval, marking a significant step towards establishing the Airport as a hub for AAM operations.

**Significant economic factors affecting the Authority are as follows:**

1. As in the past, we continue to feel optimistic about military fuel sales. We are moving forward with planning upgrades and replacing our existing 5,000-gallon fuel tank with a 12,000-gallon tank to take advantage of wider use of the Bombing Range by additional branches of military. Our 5,000-gallon refueler has been completely refurbished and is dedicated to the Range. We have leased another 5,000-gallon refueler in order to maintain service levels at the Airport.
2. SAA staff are working to bring all our leases up to the current market as they come due. An example is the new T-hangar and Commercial Hangar lease rates.

**SEBRING AIRPORT AUTHORITY  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
YEAR ENDED SEPTEMBER 30, 2024**

**Requests for Information**

This financial report is designed to provide a general overview of the Authority's finances for all those with an interest. Questions concerning any of the information provided in this report or requests for additional information should be addressed as follows:

Colleen Plonsky  
Director of Finance  
Sebring Airport Authority  
128 Authority Lane  
Sebring, FL 33870

DRAFT

**SEBRING AIRPORT AUTHORITY  
STATEMENT OF NET POSITION  
SEPTEMBER 30, 2024**

**ASSETS**

Current Assets:

Cash and Cash Equivalents - Unrestricted	\$ 1,459,357
Cash and Cash Equivalents - Restricted	482,554
Accounts Receivable - Trade	174,428
Grants Receivable	1,965,324
Leases Receivable	1,332,856
Prepaid Items	18,164
Inventory	80,812
Total Current Assets	<u>5,513,495</u>

Noncurrent Assets:

Leases Receivable	4,210,312
Capital Assets Not Being Depreciated	1,089,088
Capital Assets - Net of Depreciation and Amortization	49,675,505
Total Noncurrent Assets	<u>54,974,905</u>

Total Assets 60,488,400

**DEFERRED OUTFLOWS OF RESOURCES**

Pension Related Items 479,025

**LIABILITIES**

Current Liabilities:

Accounts Payable	543,344
Accrued Expenses	106,850
Notes, Loans, and Leases Payable - Current	219,877
Unearned Revenue	36,719
Total Current Liabilities	<u>906,790</u>

Noncurrent Liabilities:

Notes, Loans, and Leases Payable - Noncurrent	2,696,178
Line of Credit	1,519,686
Compensated Absences	105,634
Net Pension Liability	1,260,145
Total OPEB Liability	89,773
Rent Deposits	482,554
Total Noncurrent Liabilities	<u>6,153,970</u>

Total Liabilities 7,060,760

**DEFERRED INFLOWS OF RESOURCES**

Lease Related Items	5,089,228
Pension Related Items	142,950
Total Deferred Inflows of Resources	<u>5,232,178</u>

**NET POSITION**

Net Investment in Capital Assets	46,054,871
Restricted for Community Redevelopment	314,706
Unrestricted	2,304,910
Total Net Position	<u><u>\$ 48,674,487</u></u>

See accompanying Notes to Financial Statements.

**SEBRING AIRPORT AUTHORITY**  
**STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION**  
**YEAR ENDED SEPTEMBER 30, 2024**

**OPERATING REVENUE**

Industrial Rentals	\$ 2,527,544
Test Track Rentals	491,564
Fixed Base Operations	3,553,157
Fire Protection Fees	121,124
CRA Incremental Tax Revenue	441,001
Miscellaneous Revenue	395,377
Total Operating Revenue	<u>7,529,767</u>

**OPERATING EXPENSES**

Personal Services	1,633,072
Contractual Services	378,148
Professional Services	979,555
General Operating	4,219,167
Total Operating Expenses	<u>7,209,942</u>

**OPERATING INCOME BEFORE DEPRECIATION**

319,825

Depreciation

(2,932,410)

**NET OPERATING LOSS**

(2,612,585)

**NONOPERATING REVENUE (EXPENSE)**

Interest Income	508,747
Operating Grants	66,014
Interest Expense	(185,751)
Miscellaneous Revenue	26,257
Gain on Sale of Capital Assets	(2,298)
Total Nonoperating Revenue	<u>412,969</u>

**LOSS BEFORE CAPITAL GRANTS AND CONTRIBUTIONS**

(2,199,616)

Capital Grants and Contributions

5,901,213

**CHANGE IN NET POSITION**

3,701,597

Net Position - Beginning of Year

44,972,890

**NET POSITION - END OF YEAR**

\$ 48,674,487

See accompanying Notes to Financial Statements.



**SEBRING AIRPORT AUTHORITY  
STATEMENT OF CASH FLOWS  
YEAR ENDED SEPTEMBER 30, 2024**

**CASH FLOWS FROM OPERATING ACTIVITIES**

Receipts from Customers	\$ 4,762,510
CRA Incremental Tax Receipts	441,001
Other Receipts	395,377
Payments to Suppliers	(5,679,705)
Payments to Employees	(1,551,497)
Net Cash Used by Operating Activities	<u>(1,632,314)</u>

**CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES**

Operating Grants	66,014
Miscellaneous	26,257
Net Cash Provided by Noncapital Financing Activities	<u>92,271</u>

**CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES**

Acquisition and Construction of Capital Assets	(7,459,855)
Principal Payments on Borrowings	(3,004,364)
Principal Payments on Leases	(5,265)
Interest Payments on Borrowings	(185,467)
Receipts from Leasing Activities	1,676,381
Capital Grants Received	5,199,789
Net Cash Provided by Capital and Related Financing Activities	<u>530,206</u>

**CASH FLOWS FROM INVESTING ACTIVITIES**

Investment Income	<u>508,747</u>
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**NET DECREASE IN CASH AND CASH EQUIVALENTS**

(501,090)

Cash and Cash Equivalents - Beginning of Year

2,443,001

**CASH AND CASH EQUIVALENTS - END OF YEAR**

\$ 1,941,911

**SEBRING AIRPORT AUTHORITY  
STATEMENT OF CASH FLOWS (CONTINUED)  
YEAR ENDED SEPTEMBER 30, 2024**

**RECONCILIATION OF NET OPERATING LOSS TO CASH  
USED BY OPERATING ACTIVITIES**

Net Operating Loss	\$ (2,612,585)
Adjustments to Reconcile Net Operating Loss to Net Cash Used by Operating Activities	
Depreciation	2,932,410
(Increase) Decrease in Assets and Deferred Outflows of Resources:	
Accounts Receivable - Trade	(76,272)
Inventory	(25,099)
Deferred Outflows Related to Pensions	(88,498)
Increase (Decrease) in Liabilities and Deferred Inflows of Resources:	
Accounts Payable	(53,634)
Accrued Expenses	972
Compensated Absences	(13,566)
Rent Deposits	32,847
Unearned Revenue	359
Net Pension Liability	82,058
Deferred Inflows Related to Leases	(1,887,813)
Deferred Inflows Related to Pensions	57,446
Total OPEB Liability	<u>36,645</u>
Net Cash Used by Operating Activities	<u><u>\$ (1,632,314)</u></u>

**RECONCILIATION OF CASH AND CASH EQUIVALENTS TO  
STATEMENT OF NET POSITION**

Unrestricted Cash and Cash Equivalents	\$ 1,459,357
Restricted Cash and Cash Equivalents	<u>482,554</u>
Total Cash and Cash Equivalents	<u><u>\$ 1,941,911</u></u>

**SUPPLEMENTAL DISCLOSURE OF  
NONCASH CAPITAL AND RELATED FINANCING ACTIVITIES**

Capital Related Accounts Payable	<u><u>\$ 283,676</u></u>
Gain on Disposal of Capital Assets	<u><u>\$ (582,914)</u></u>

**SEBRING AIRPORT AUTHORITY  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2024**

**NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Reporting Entity**

Sebring Airport Authority (Authority) was created by the legislature of the state of Florida by Chapter 67-2070 (1967), for the purpose of planning, developing, and maintaining a comprehensive airport and industrial complex, and constitutes a public instrumentality. The Authority is governed by a board of seven members, and its operations consist of leasing industrial properties and airport operations.

The financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America, as applied to governmental units and present only the financial position of Sebring Airport Authority, a dependent special district of the City of Sebring, Florida (City), and not of the City as a whole. The Authority has been classified as a dependent special district of the City of Sebring, Florida, as determined by the Florida Department of Community Affairs effective October 1, 1990, for annual financial reporting purposes of Section 218.32, Florida Statutes.

As defined by accounting principles generally accepted in the United States of America established by the Governmental Accounting Standards Board (GASB), the financial reporting entity consists of the primary government, as well as all component units, which are legally separate organizations for which elected officials of the primary government are financially accountable. Financial accountability is defined as:

1. Appointment of a voting majority of the component unit's board, and either a) the ability to impose the will of the primary government, or b) the possibility that the component unit will provide a financial benefit to or impose a financial burden on the primary government; or
2. Fiscal dependency on the primary government.

Blended component units are separate legal entities that meet the component unit criteria described above and whose governing body is the same or substantially the same as the Authority Board and (1) there is a financial benefit or burden relationship between the primary government and the component unit, or (2) management of the primary government has operational responsibility for the component unit. A blended component unit provides services entirely, or almost entirely, to the primary government. The component units' funds are blended into those of the primary government by appropriate activity type to compose the primary government presentation.

The Sebring Regional Airport and Industrial Park Community Redevelopment Agency (CRA), established by County ordinance on December 17, 1996 is a legally separate entity, however, since the Authority's Board of Directors also serves as the CRA's Board, there is a financial benefit relationship and operational responsibility, and the CRA provides services entirely to the Authority, it is reported as a blended component unit.

**SEBRING AIRPORT AUTHORITY  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2024**

**NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Fund Accounting and Measurement Focus**

The Authority operates as a single enterprise fund under the fund accounting framework of governmental accounting. Within this framework, an enterprise fund accounts for operations in a manner similar to private business enterprises where the intent of the governing body is that costs (expenses, including depreciation) of providing goods and services to the general public on a continuing basis be financed or recovered primarily through user charges. The enterprise fund is accounted for on a cost of services or "capital maintenance" measurement focus. This means all assets and liabilities (whether current or noncurrent) associated with its activity are included on its statement of net position. Reported fund equity (total net position) is segregated into unrestricted, restricted, and net investment in capital assets components. The statement of revenues, expenses, and changes in net position presents increases and decreases in net position.

**Basis of Accounting**

Basis of accounting refers to when revenues and expenses are recognized in the accounts and reported in the financial statements. The Authority, an enterprise fund, is maintained on an accrual basis with revenues being recognized when earned and expenses recognized when incurred. Operating revenues are those revenues that are generated from the primary operations of the Authority. All other revenues are reported as nonoperating revenues. Operating expenses are those expenses that are essential to the primary operations of the Authority. All other expenses are reported as nonoperating expenses.

**Cash and Cash Equivalents**

For purposes of the statement of cash flows, the Authority considers all highly liquid investments (including restricted assets) with a maturity of three months or less when purchased to be cash equivalents.

**Restricted Assets**

Certain assets are classified as restricted assets in the accompanying statement of net position when constraints are placed on their use by external parties or by law. Assets classified as restricted include cash and cash equivalents that represent customer deposits. When both restricted and unrestricted resources are available for use, it is the Authority's policy to use restricted resources first, then unrestricted resources as they are needed.

**Inventory**

Inventory consists mainly of aviation fuel and is valued at the lower of cost or market determined on a first-in-first-out basis.

**SEBRING AIRPORT AUTHORITY  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2024**

**NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Deferred Outflows/Inflows of Resources**

In addition to assets, the statement of net position reports a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense) until then. The Authority has deferred outflows for expected versus actual experience, changes in assumptions, projected versus actual earnings, changes in the proportion and differences between the Authority's contributions and proportionate share of contributions, and the Authority's contributions subsequent to the measurement date, relating to the Florida Retirement System Pension Plan and the Retiree Health Insurance Subsidy Program. Those amounts will be recognized as increases in pension expense in future years.

In addition to liabilities, the statement of net position includes a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The Authority has multiple items that qualify for reporting in this category, including leases and differences between expected and actual experience, changes in assumptions, projected versus actual earnings, and changes in proportion and differences between the Authority's contributions and proportionate share of contributions, relating to the Florida Retirement System Pension Plan and the Retiree Health Insurance Subsidy Program. Those amounts will be recognized as reductions in pension expense in future years.

**Capital Assets**

Capital assets are defined by the Authority as having a minimum established cost of \$1,000 and an estimated useful life in excess of one year. Property and equipment purchased or acquired is carried at historical cost. Donated or contributed assets are recorded at estimated acquisition value. Additions, improvements, and capital outlays that significantly extend the useful life of an asset, and public domain (infrastructure) fixed assets consisting of roads and curbs, runways and wastewater systems are capitalized. Other costs incurred for repairs and maintenance are expensed as incurred.

Right-to-use lease assets are initially measured at the present value of payments expected to be made during the lease term, adjusted for lease payments made at or before the lease commencement date, plus certain initial direct costs. Subsequently, the lease asset is amortized in a systematic and rational manner over the shorter of the lease term or the useful life of the underlying asset.

**SEBRING AIRPORT AUTHORITY  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2024**

**NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Capital Assets (Continued)**

Depreciation on all assets is provided on the straight-line basis over the following estimated useful lives:

Buildings	40 Years
Infrastructure	25 to 40 Years
Improvements	15 to 30 Years
Vehicles	5 to 15 Years
Equipment	3 to 10 Years

**Grants**

Grants which finance current operations and capital expenditures are recorded as nonoperating revenue and capital contributions, respectively, when earned.

**Unearned Revenue**

Unearned revenue has been recorded for rent received from tenants in advance.

**Compensated Absences**

On the employee's anniversary date, a maximum of 45 Paid-Time-Off (PTO) days may be carried over to the following 12 months; PTO days in excess of 45 days will be paid to the employee. Upon retirement or resignation with two weeks' notice, employees will receive payment for unused PTO. The amount of earned but unused PTO days estimated to be payable is accrued as a liability at year-end.

**Other Postemployment Benefits (OPEB)**

In the statement of net position, liabilities are recognized for the Authority's total OPEB liability as determined by an actuarial review of the healthcare coverage purchased by retirees to continue participation in the Authority's health plan. OPEB expense is recognized immediately for changes in the OPEB liability resulting from current year service cost, interest on the total OPEB liability, and changes of benefit terms or actuarial assumptions.

**Pensions**

In the statement of net position, liabilities are recognized for the Authority's proportionate share of each pension plan's net pension liability. For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Florida Retirement System Pension Plan (FRS) and the Health Insurance Subsidy (HIS) and additions to/deductions from FRS's and HIS's fiduciary net position have been determined on the same basis as they are reported by the FRS and HIS plans. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

**SEBRING AIRPORT AUTHORITY  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2024**

**NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Estimates**

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

**NOTE 2 DEPOSITS AND INVESTMENTS**

Cash and cash equivalents consist of unrestricted and restricted funds. Restricted funds represent: (1) funds received at the end of the year to cover payables related to various grant projects; and (2) lease deposits. Cash and cash equivalents as of September 30, 2024 was as follows:

Unrestricted Cash	\$ 1,459,357
Restricted Cash: Lease Deposits	482,554
Total Cash and Cash Equivalents	<u>\$ 1,941,911</u>
Classified as:	
Petty Cash and Demand Deposits	\$ 1,910,698
Local Government Surplus Trust Funds	31,213
Total	<u>\$ 1,941,911</u>

Custodial Credit Risk is the risk that in the event of a bank failure the government's deposits may not be returned to it. Bank balances of the Authority's deposits at September 30, 2024 were \$2,039,749. The Authority's monies must be deposited in banks designated as qualified public depositories by the chief financial officer, Florida Department of Financial Services. Therefore, the Authority's total deposits are insured by the Federal Depository Insurance Corporation and collateralized by the Bureau of Collateral Management, Division of Treasury, Florida Department of Financial Services. The law requires the chief financial officer to ensure that funds are entirely collateralized throughout the fiscal year. Other than the preceding, the Authority has no policy on custodial credit risk.

Collateral is provided for demand deposits through the Florida Security for Public Deposits Act. This law establishes guidelines for qualification and participation by banks and savings associations, procedures for the administration of the collateral requirements and characteristics of eligible collateral. Under this law, the qualified public depository must pledge at least 25% of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance.



**SEBRING AIRPORT AUTHORITY  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2024**

**NOTE 2 DEPOSITS AND INVESTMENTS (CONTINUED)**

Additional collateral, up to a maximum of 150%, may be required if deemed necessary under the conditions set forth in this law. Eligible collateral consists of obligations of the United States and its agencies and obligations of states and their local political subdivisions and unaffiliated corporations.

Obligations pledged to secure deposits must be delivered to the Department of Financial Services or, with the approval of the chief financial officer, to a bank, savings association or trust company provided a power of attorney is delivered to the chief financial officer.

On a monthly basis, the chief financial officer determines that the collateral has a market value adequate to cover the deposits under the provisions of this law.

The Authority invests funds throughout the year with Florida PRIME, an investment pool administered by the State Board of Administration, under the regulatory oversight of the state of Florida. Investments in Florida PRIME are made pursuant to Chapter 125.31, Florida Statutes. The investments are not categorized because they are not evidenced by securities that exist in physical or book entry form.

Throughout the year and as of September 30, 2024, Florida PRIME contained certain floating and adjustable rate securities which were indexed based on the prime rate and/or one and three-month London Interbank Offered Rate (LIBOR) rates. These investments represented 27.9% of Florida PRIME's portfolio at September 30, 2024.

Florida PRIME meets all of the necessary criteria to elect to measure all of the investments in Florida PRIME at amortized cost, as a cash equivalent.

**Interest Rate Risk**

Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment.

The dollar weighted average days to maturity (WAM) of Florida PRIME as of September 30, 2024 was 39 days. Next interest rate reset dates for floating securities are used in the calculation of the WAM. The weighted average life (WAL) of the Florida PRIME at September 30, 2024 was 74 days.

**SEBRING AIRPORT AUTHORITY  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2024**

**NOTE 2 DEPOSITS AND INVESTMENTS (CONTINUED)**

**Credit Risk**

Credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Investments in Florida PRIME must carry an “AAAm” rating from Standard and Poor’s.

On September 30, 2024, Standard and Poor’s Ratings Services assigned the Florida PRIME an “AAAm” principal stability funding rating.

With regard to redemption gates, Chapter 218.409(8)(a), Florida Statutes, states that “The principal, and any part thereof, of each account constituting the trust fund is subject to payment at any time from the moneys in the trust fund. However, the executive director may, in good faith, on the occurrence of an event that has a material impact on liquidity or operations of the trust fund, for 48 hours limit contributions to or withdrawals from the trust fund to ensure that the Board can invest moneys entrusted to it in exercising its fiduciary responsibility. Such action must be immediately disclosed to all participants, the trustees, the Joint Legislative Auditing Committee, and the Investment Advisory Council.

The trustees shall convene an emergency meeting as soon as practicable from the time the executive director has instituted such measures and review the necessity of those measures. If the trustees are unable to convene an emergency meeting before the expiration of the 48-hour moratorium on contributions and withdrawals, the moratorium may be extended by the executive director until the trustees are able to meet to review the necessity for the moratorium. If the trustees agree with such measures, the trustees shall vote to continue the measures for up to an additional 15 days. The trustees must convene and vote to continue any such measures before the expiration of the time limit set, but in no case may the time limit set by the trustees exceed 15 days.”

With regard to liquidity fees, Florida Statute 218.409(4) provides authority for the SBA to impose penalties for early withdrawal, subject to disclosure in the enrollment materials of the amount and purpose of such fees. At present, no such disclosure has been made.

As of September 30, 2024, there were no redemption fees, maximum transaction amounts, or any other requirements that serve to limit a participant’s daily access to 100% of their account value.

**SEBRING AIRPORT AUTHORITY  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2024**

**NOTE 3 CAPITAL ASSETS**

Capital asset activity for the year ended September 30, 2024 is summarized as follows:

	Beginning Balance	Increases	Decreases	Ending Balance
Capital Assets Not Being Depreciated:				
Land, Buildings, and Infrastructure	\$ 896,291	\$ -	\$ -	\$ 896,291
Construction in Progress	4,782,753	8,014,464	(12,604,420)	192,797
Total Capital Assets, Not Being Depreciated	5,679,044	8,014,464	(12,604,420)	1,089,088
Capital Assets Being Depreciated:				
Buildings and Infrastructure	75,758,819	11,703,042	(33,782)	87,428,079
Vehicles and Tractors	935,108	10,006	(16,695)	928,419
Machinery and Equipment	1,221,635	55,258	(308,165)	968,728
Office Furniture, Fixtures, and Equipment	361,722	77,940	(224,272)	215,390
Race Track Improvements	1,906,879	-	-	1,906,879
Total Capital Assets, Being Depreciated	80,184,163	11,846,246	(582,914)	91,447,495
Less: Accumulated Depreciation				
Buildings and Infrastructure	(35,812,577)	(2,751,248)	33,782	(38,530,043)
Vehicles and Tractors	(524,220)	(77,513)	15,377	(586,356)
Machinery and Equipment	(849,570)	(82,310)	307,184	(624,696)
Office Furniture, Fixtures, and Equipment	(341,126)	(16,090)	224,272	(132,944)
Race Track Improvements	(1,906,879)	-	-	(1,906,879)
Total Accumulated Depreciation	(39,434,372)	(2,927,161)	580,615	(41,780,918)
Total Capital Assets Being Depreciated, Net	40,749,791	8,919,085	(2,299)	49,666,577
Right-to-Use Lease Assets:				
Equipment	24,440	-	-	24,440
Less: Accumulated Amortization	(10,263)	(5,249)	-	(15,512)
Total Right-to-Use Lease Assets, Net	14,177	(5,249)	-	8,928
Total Capital Assets, Net	<u>\$ 46,443,012</u>	<u>\$ 16,928,300</u>	<u>\$ (12,606,719)</u>	<u>\$ 50,764,593</u>

The Authority has the following commitments for design, construction, or other services as of September 30, 2024:

Project	Authorization	Commitment	Expended
Reconstruct Terminal Apron Rehab Phase 2	\$ 3,793,321	\$ -	\$ 3,793,321
Stormwater Drainage Improvements	2,125,623	-	2,125,623
Terminal Apron High Mast Lighting	479,028	414,644	64,384
Wildlife Hazard Assess & Management Plan	35,958	-	35,958
Hurricane Ian Multiple Building Repairs	821,122	-	821,122
Partial Parallel Taxiway D Design	282,500	272,000	10,500
Total	<u>\$ 7,537,552</u>	<u>\$ 686,644</u>	<u>\$ 6,850,908</u>

**SEBRING AIRPORT AUTHORITY  
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**NOTE 4 LEASES RECEIVABLES**

The Authority, acting as lessor, leases industrial buildings and land under long-term, noncancelable lease agreements. The leases expire at various dates through 2057 and provide for renewal options ranging from one year to twenty years. During the year ended September 30, 2024, the Entity recognized \$1,373,024 and \$488,296 in lease revenue and interest revenue, respectively, pursuant to these contracts.

Certain leases provide for increases in future minimum annual rental payments based on defined increases in the Consumer Price Index, subject to certain minimum increases.

Future principal and interest payments to be received under lease agreements are as follows:

Year Ending September 30,	Principal	Interest	Total
2025	\$ 1,332,856	\$ 408,109	\$ 1,740,965
2026	1,128,673	301,120	1,429,793
2027	639,325	232,667	871,992
2028	427,300	188,187	615,487
2029	329,782	153,005	482,787
2030 - 2034	782,572	524,364	1,306,936
2035 - 2039	425,929	274,439	700,368
2040 - 2044	230,844	140,959	371,803
2045 - 2049	89,319	83,352	172,671
2050 - 2054	156,568	32,744	189,312
Total Minimum Lease Payments	<u>\$ 5,543,168</u>	<u>\$ 2,338,946</u>	<u>\$ 7,882,114</u>

**NOTE 5 OTHER POSTEMPLOYMENT BENEFITS (OPEB)**

**Plan Description**

The Authority is obligated to make available to qualified retired employees the option to maintain coverage with the group health, life, and dental insurance plans. The Sebring Airport Authority Plan (the Plan) is a single-employer defined benefit OPEB plan. The Plan is currently being funded on a pay as you go basis. No trust fund has been established for the Plan, and there are no assets accumulated in trust for payment of benefits.

**Benefits Provided**

The Plan provides lifetime healthcare insurance for eligible employees and their spouses through the Authority's group insurance plan which covers both active and retired members. Benefit provisions are established and may be amended by the Authority's Board of Directors. The Plan provides for the retirees to contribute 100% of the cost of health insurance premiums for retirees and their spouses.

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**NOTE 5 OTHER POSTEMPLOYMENT BENEFITS (OPEB) (CONTINUED)**

**Employees Covered by Benefit Terms**

At September 30, 2024, the following employees were covered by the benefit terms:

Inactive Plan Members or Beneficiaries Currently Receiving Benefits	3
Active Plan Members	14
Total	<u>17</u>

**Total OPEB Liability**

The Authority's Total OPEB liability was measured as of September 30, 2024 and was determined by an actuarial valuation date of October 1, 2024 with no adjustments to get to the September 30, 2024 liability. The following table shows the Authority's changes in total OPEB liability for the year ended September 30, 2024.

	Total OPEB Liability
Balances - October 1, 2023	\$ 53,128
Changes for the Year:	
Service Cost	13,786
Interest	3,259
Changes in Assumptions	7,219
Differences Between Expected and Actual Experience	12,381
Net Changes	<u>36,645</u>
Balances - September 30, 2024	<u>\$ 89,773</u>

**Discount Rate Sensitivity**

The following presents the total OPEB liability of the Authority, as well as what the Authority's total OPEB liability would be if it were calculated using a discount rate that is 1-percentage-point lower or 1-percentage-point higher than the current discount rate:

Description	1% Decrease in Discount Rate	Discount Rate	1% Increase in Discount Rate
OPEB Plan Discount Rate	3.06 %	4.06 %	5.06 %
Total OPEB Liability	\$ 95,127	\$ 89,773	\$ 84,846

**SEBRING AIRPORT AUTHORITY  
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**NOTE 5 OTHER POSTEMPLOYMENT BENEFITS (OPEB) (CONTINUED)**

**Healthcare Trend Rate Sensitivity**

The following presents the total OPEB liability of the Authority, as well as what the Authority's total OPEB liability would be if it were calculated using healthcare cost trend rates that are 1-percentage-point lower or 1-percentage-point higher than the current healthcare cost trend rates:

Description	1% Decrease in Healthcare Cost Trend Rate	Healthcare Cost Trend Rate	1% Increase in Healthcare Cost Trend Rate
OPEB Plan Healthcare Cost Rate	7.00 %	8.00 %	9.00 %
Total OPEB Liability	\$ 84,021	\$ 89,773	\$ 96,136

**Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB**

For the year ended September 30, 2024, the Authority recognized OPEB expense of \$36,645. At September 30, 2024, the Authority reported no deferred outflows of resources and no deferred inflows of resources related to OPEB.

**Actuarial Assumptions**

The total OPEB liability in the September 30, 2024 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement, unless otherwise specified:

Inflation	2.60%
Salary Increases	3.25%, Average, Including Inflation
Healthcare Cost Trend Rates	8.00% for 2025, Decreasing to an Ultimate Rate of 4.50% for 2032 and Later Years

The actuarial cost method used was the Entry Age Normal Level Percent of Salary method.

Mortality rates were based on the SOA Pub-2010 General Headcount Weighted Mortality Table, fully generational, using Scale MP-2021 for general employees and retirees.

The discount rate used to measure the total OPEB liability was 4.06%, based on yield for 20-year tax-exempt general obligation municipal bonds with an average rating of AA/Aa or higher (or equivalent quality on another rating scale).

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**NOTE 6    DEFINED BENEFIT PENSION PLANS**

**Background**

The Florida Retirement System (FRS) was created by Chapter 121, Florida Statutes, to provide a defined benefit pension plan for participating public employees. The FRS was amended in 1998 to add the Deferred Retirement Option Program under the defined benefit plan and amended in 2000 to provide a defined contribution plan alternative to the defined benefit plan for FRS members effective July 1, 2002. This integrated defined contribution pension plan is the FRS Investment Plan. Chapter 112, Florida Statutes, established the Retiree Health Insurance Subsidy (HIS) Program, a cost-sharing multiple-employer defined benefit pension plan, to assist retired members of any State-administered retirement system in paying the costs of health insurance.

Essentially all regular employees of the Authority are eligible to enroll as members of the State-administered FRS. Provisions relating to the FRS are established by Chapters 121 and 122, Florida Statutes; Chapter 112, Part IV, Florida Statutes; Chapter 238, Florida Statutes; and FRS Rules, Chapter 60S, Florida Administrative Code; wherein eligibility, contributions, and benefits are defined and described in detail. Such provisions may be amended at any time by further action from the Florida Legislature. The FRS is a single retirement system administered by the Florida Department of Management Services, Division of Retirement, and consists of the two cost sharing, multiemployer defined benefit plans and other nonintegrated programs. An annual comprehensive financial report of the FRS, which includes its financial statements, required supplementary information, actuarial report, and other relevant information, is available from the Florida Department of Management Services' website ([www.dms.myflorida.com](http://www.dms.myflorida.com)).

**Florida Retirement System Pension Plan**

**Plan Description**

The Florida Retirement System (FRS) Pension Plan is a cost-sharing multiple-employer defined benefit pension plan, with a Deferred Retirement Option Program (DROP) for eligible employees. The general classes of membership are as follows:

- Regular Class — Members of the FRS who do not qualify for membership in the other classes.
- Elected Officers Class — Members who hold specified elective offices in local government.
- Senior Management Service Class (SMSC) — Members in senior management level positions.
- Special Risk Class — Members who are special risk employees, such as law enforcement officers, meet the criteria to qualify for this class.



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**NOTE 6    DEFINED BENEFIT PENSION PLANS (CONTINUED)**

**Florida Retirement System Pension Plan (Continued)**

Employees enrolled in the FRS Plan prior to July 1, 2011, vest at six years of creditable service and employees enrolled in the FRS Plan on or after July 1, 2011, vest at eight years of creditable service. All vested members, enrolled prior to July 1, 2011, are eligible for normal retirement benefits at age 62, or at any age after 30 years of service, except for members classified as special risk who are eligible for normal retirement benefits at age 55 if vested, or at any age after 25 years of service. All members enrolled in the FRS Plan on or after July 1, 2011, once vested, are eligible for normal retirement benefits at age 65 or any time after 33 years of creditable service, except for members classified as special risk who are eligible for normal retirement benefits at age 55, if vested, or at any age after 25 years of service. Employees enrolled in the FRS Plan may include up to four years of credit for military service toward creditable service. The FRS Plan also includes an early retirement provision; however, there is a benefit reduction for each year a member retires before his or her normal retirement date. The FRS Plan provides retirement, disability, death benefits, and annual cost-of-living adjustments to eligible participants.

DROP, subject to provisions of Section 121.091, Florida Statutes, permits employees eligible for normal retirement under FRS Plan to defer receipt of monthly benefit payments while continuing employment with an FRS participating employer. An employee may participate in DROP for a period not to exceed 8 years after electing to participate, except that certain instructional personnel may participate for up to 10 years. During the period of DROP participation, deferred monthly benefits are held in the FRS Trust Fund and accrue interest. The net pension liability does not include amounts for DROP participants, as these members are considered retired and are not accruing additional pension benefits.

**Benefits Provided**

Benefits under the FRS Plan are computed on the basis of age and/or years of service, average final compensation, and service credit. Credit for each year of service is expressed as a percentage of the average final compensation. For members initially enrolled before July 1, 2011, the average final compensation is the average of the five highest fiscal years' earnings; for members initially enrolled on or after July 1, 2011, the average final compensation is the average of the eight highest fiscal years' earnings. The total percentage value of the benefit received is determined by calculating the total value of all service, which is based on the retirement class to which the member belonged when the service credit was earned. Members are eligible for in-line-of-duty or regular disability and survivors' benefits.

**SEBRING AIRPORT AUTHORITY  
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**NOTE 6 DEFINED BENEFIT PENSION PLANS (CONTINUED)**

**Florida Retirement System Pension Plan (Continued)**

The following chart shows the percentage value for each year of service credit earned:

Class, Initial Enrollment, and Retirement Age/Years of Service	% Value
<b>Regular Class Members Initially Enrolled before July 1, 2011</b>	
Retirement Up to Age 62 or Up to 30 Years of Service	1.60
Retirement Up to Age 63 or Up to 31 Years of Service	1.63
Retirement Up to Age 64 or Up to 32 Years of Service	1.65
Retirement Up to Age 65 or Up to 33 Years of Service	1.68
<b>Regular Class Members Initially Enrolled on or After July 1, 2011</b>	
Retirement Up to Age 65 or Up to 33 Years of Service	1.60
Retirement Up to Age 66 or with 34 Years of Service	1.63
Retirement Up to Age 67 or with 35 Years of Service	1.65
Retirement Up to Age 68 or with 36 Years of Service	1.68
<b>Elected County Officers</b>	3.00
<b>Senior Management Service Class</b>	2.00
<b>Special Risk Regular</b>	
Service from December 1, 1970, Through September 30, 1974	2.00
Service on and after October 1, 1974	3.00

As provided in Section 121.101, Florida Statutes, if the member is initially enrolled in the FRS before July 1, 2011, and all service credit was accrued before July 1, 2011, the annual cost-of-living adjustment is 3% per year. If the member is initially enrolled before July 1, 2011, and has service credit on or after July 1, 2011, there is an individually calculated cost-of-living adjustment. The annual cost-of-living adjustment is a proportion of 3% determined by dividing the sum of the pre-July 2011 service credit by the total service credit at retirement multiplied by 3%. FRS Plan members initially enrolled on or after July 1, 2011, will not have a cost-of-living adjustment after retirement.

**Contributions**

The Florida Legislature establishes contribution rates for participating employers and employees. Effective July 1, 2011, all FRS Plan members (except those in DROP) are required to make 3% employee contributions on a pretax basis. The contribution rates attributable to the Authority, effective July 1, 2023, were applied to employee salaries as follows: regular employees 11.85%, senior management 32.80%, and DROP participants 19.41%. The Authority's contributions to the FRS Plan were \$143,541 for the year ended September 30, 2024.

**SEBRING AIRPORT AUTHORITY  
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**NOTE 6    DEFINED BENEFIT PENSION PLANS (CONTINUED)**

**Florida Retirement System Pension Plan (Continued)**

**Pension Costs**

At September 30, 2024, the Authority reported a liability of \$913,075 for its proportionate share of the FRS Plan's net pension liability. The net pension liability was measured as of June 30, 2024, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2024. The Authority's proportion of the net pension liability was based on the Authority's contributions received by FRS during the measurement period for employer payroll paid dates from July 1, 2023 through June 30, 2024, relative to the total employer contributions received from all of FRS's participating employers. At June 30, 2024, the Authority's proportion was 0.002360299%, which was an increase of 0.000271687% from its proportion measured as of June 30, 2023.

For the year ended September 30, 2024, the Authority recognized pension expense of \$178,794 or its proportionate share of FRS's pension expense. In addition, the Authority reported its proportionate share of FRS's deferred outflows of resources and deferred inflows of resources from the following sources:

Description	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences Between Expected and Actual Experience	\$ 92,245	\$ -
Changes in Actuarial Assumptions	125,145	-
Net Difference Between Projected and Actual Earnings on Pension Plan Investments	-	(60,688)
Changes in Proportion and Differences Between Authority Contributions and Proportionate Share of Contributions	140,514	(35,194)
Authority Contributions Subsequent to the Measurement Date	36,638	-
Total	<u>\$ 394,542</u>	<u>\$ (95,882)</u>

\$36,638 reported as deferred outflows of resources related to pensions resulting from Authority contributions to the FRS Plan subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended September 30, 2024. Other amounts reported as deferred outflows and inflows of resources related to pensions will be recognized as an increase (decrease) in pension expense as follows:

Year Ending September 30,	Amount
2025	\$ 23,039
2026	184,764
2027	27,262
2028	13,783
2029	13,174
Thereafter	-

**SEBRING AIRPORT AUTHORITY  
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**NOTE 6    DEFINED BENEFIT PENSION PLANS (CONTINUED)**

**Florida Retirement System Pension Plan (Continued)**

**Actuarial Assumptions**

The total pension liability in the July 1, 2024, actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.40% Per Year
Salary Increases	3.50%, Average, Including Inflation
Investment Rate of Return	6.70%

Mortality rates were based on the PUB-2010 base table, varies by member category and sex, projected generationally with Scale MP-2021. The actuarial assumptions used in the July 1, 2024, valuation were based on the results of an actuarial experience study for the period July 1, 2018 through June 30, 2023.

The long-term expected rate of return assumption of 6.70% consists of two building block components: 1) an inferred real (in excess of inflation) return of 4.20%; and 2) a long-term average annual inflation assumption of 2.40% as adopted in October 2024 by the FRS Actuarial Assumption Conference. In the opinion of the FRS consulting actuary both components and the overall 6.70% return assumption were determined to be reasonable and appropriate per Actuarial Standards of Practice. The 6.70% reported investment return assumption is the same as the investment return assumption chosen by the 2024 FRS Actuarial Assumption Conference for funding policy purposes.

For reference, the table below contains a summary of return assumptions for various asset classes based on the long-term target asset allocation. The six specific asset classes displayed are per system request and are summarized results of a more detailed market outlook model with additional asset classes. Each asset class assumption is based on a consistent set of underlying real return assumptions from Milliman's model combined with the FRS Actuarial Assumption Conference's 2.40% inflation assumption. The Milliman assumptions are not based on historical returns, but instead are based on a forward-looking capital market economic model.

Asset Class	Target Allocation	Annual Arithmetic Return	Compound Annual (Geometric) Return	Standard Deviation
Cash	1.0 %	3.3 %	3.3 %	1.1 %
Fixed Income	29.0	5.7	5.6	3.9
Global Equity	45.0	8.6	7.0	18.2
Real Estate	12.0	8.1	6.8	16.6
Private Equity	11.0	12.4	8.8	28.4
Strategic Investments	2.0	6.6	6.2	8.7
Total	<u>100.0 %</u>			

Assumed Inflation - Mean	2.4 %	1.5 %
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**NOTE 6    DEFINED BENEFIT PENSION PLANS (CONTINUED)**

**Florida Retirement System Pension Plan (Continued)**

**Discount Rate**

The discount rate used to measure the total pension liability was 6.7% for the FRS Plan. The projection of cash flows used to determine the discount rate assumed that employee and employer contributions will be made at the rate specified in statute. Based on that assumption, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

**Pension Liability Sensitivity**

The following presents the Authority's proportionate share of the net pension liability for the FRS Plan, calculated using the discount rate disclosed in the preceding paragraph, as well as what the Authority's proportionate share of the net pension liability would be if it were calculated using a discount rate one percentage point lower or one percentage point higher than the current discount rate:

Description	1% Decrease	Current Discount Rate	1% Increase in Discount Rate
FRS Plan Discount Rate	5.70 %	6.70 %	7.70 %
Authority's Proportionate Share of the FRS Plan Net Pension Liability	\$ 1,606,066	\$ 913,075	\$ 332,547

**Pension Plan Fiduciary Net Position**

Detailed information about the FRS Plan's fiduciary net position is available in a separately issued FRS Pension Plan and Other State-Administered Systems Annual Comprehensive Financial Report. That report may be obtained through the Florida Department of Management Services website at <http://www.dms.myflorida.com>.

**Retiree Health Insurance Subsidy Program**

**Plan Description**

The Retiree Health Insurance Subsidy Program (HIS Plan) is a cost-sharing multiple-employer defined benefit pension plan established under Section 112.363, Florida Statutes, and may be amended by the Florida Legislature at any time. The benefit is a monthly payment to assist retirees of State-administered retirement systems in paying their health insurance costs and is administered by the Florida Department of Management Services, Division of Retirement.

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**NOTE 6    DEFINED BENEFIT PENSION PLANS (CONTINUED)**

**Retiree Health Insurance Subsidy Program (Continued)**

**Benefits Provided**

Eligible retirees and beneficiaries received a monthly HIS payment of \$7.50 for each year of creditable service completed at the time of retirement, with a minimum HIS payment of \$45 and a maximum HIS payment of \$225 per month, pursuant to Section 112.363, Florida Statutes. To be eligible to receive a HIS Plan benefit, a retiree under a State-administered retirement system must provide proof of health insurance coverage, which may include Medicare.

**Contributions**

The HIS Plan is funded by required contributions from FRS participating employers as set by the Florida Legislature. Employer contributions are a percentage of gross compensation for all active FRS members. The contribution rate was 2% of payroll pursuant to Section 112.363, Florida Statutes. The Authority contributed 100% of its statutorily required contributions for the current and preceding three years. HIS Plan contributions are deposited in a separate trust fund from which payments are authorized. HIS Plan benefits are not guaranteed and are subject to annual legislative appropriation. In the event the legislative appropriation or available funds fail to provide full subsidy benefits to all participants, benefits may be reduced or canceled. The Authority's contributions to the HIS Plan were \$20,387 for the year ended September 30, 2024.

**Pension Costs**

At September 30, 2024, the Authority reported a liability of \$347,071 for its proportionate share of the HIS Plan's net pension liability. The net pension liability was measured as of June 30, 2024, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2024. The Authority's proportion of the net pension liability was based on the Authority's contributions received during the measurement period for employer payroll paid dates from July 1, 2023, through June 30, 2024, relative to the total employer contributions received from all participating employers. At June 30, 2024, the Authority's proportion was 0.002313656%, which was an increase of 0.000135995% from its proportion measured as of June 30, 2023.

**SEBRING AIRPORT AUTHORITY  
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**NOTE 6    DEFINED BENEFIT PENSION PLANS (CONTINUED)**

**Retiree Health Insurance Subsidy Program (Continued)**

**Pension Costs (Continued)**

For the year ended September 30, 2024, the Authority recognized pension expense of \$36,137 for its proportionate share of HIS's pension expense. In addition, the Authority reported its proportionate share of HIS's deferred outflows of resources and deferred inflows of resources from the following sources:

Description	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences Between Expected and Actual Economic Experience	\$ 3,351	\$ (666)
Changes in Actuarial Assumptions	6,142	(41,089)
Net Difference Between Projected and Actual Earnings on HIS Program Investments	-	(126)
Changes in Proportion and Differences Between Authority Contributions and Proportionate Share of Contributions	70,086	(5,187)
Authority Contributions Subsequent to the Measurement Date	4,904	-
Total	<u>\$ 84,483</u>	<u>\$ (47,068)</u>

\$4,904 reported as deferred outflows of resources related to pensions resulting from Authority contributions to the HIS Plan subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended September 30, 2024. Other amounts reported as deferred outflows and inflows of resources related to pensions will be recognized as an increase (decrease) in pension expense as follows:

Year Ending September 30,	Amount
2025	\$ 13,673
2026	11,152
2027	5,749
2028	1,480
2029	385
Thereafter	72



**SEBRING AIRPORT AUTHORITY  
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**NOTE 6    DEFINED BENEFIT PENSION PLANS (CONTINUED)**

**Retiree Health Insurance Subsidy Program (Continued)**

**Actuarial Assumptions**

The total pension liability in the July 1, 2024, actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.40% Per Year
Salary Increases	3.50%, Average, Including Inflation
Municipal Bond Rate	3.93%

Mortality rates were based on the Generational PUB-2010 with Projection Scale MP-2021. The actuarial assumptions used in the July 1, 2024 valuation were based on the results of an actuarial experience study for the period July 1, 2018 through June 30, 2023.

**Discount Rate**

The discount rate used to measure the total pension liability was 3.93% in the current year and 3.65% in the prior year for the HIS Plan. In general, the discount rate for calculating the total pension liability is equal to the single rate equivalent to discounting at the long-term expected rate of return for benefit payments prior to the projected depletion date. Because the HIS benefit is essentially funded on a pay-as-you-go basis, the depletion date is considered to be immediate, and the single equivalent discount rate is equal to the municipal bond rate selected by the HIS Plan Sponsor. The Bond Buyer General Obligation 20-Bond Municipal Bond Index was adopted as the applicable municipal bond index.

**Pension Liability Sensitivity**

The following presents the Authority's proportionate share of the net pension liability for the HIS Plan, calculated using the discount rate disclosed in the preceding paragraph, as well as what the Authority's proportionate share of the net pension liability would be if it were calculated using a discount rate one percentage point lower or one percentage point higher than the current discount rate:

Description	1% Decrease	Current Discount Rate	1% Increase in Discount Rate
HIS Plan Discount Rate	2.93 %	3.93 %	4.93 %
Authority's Proportionate Share of the HIS Plan Net Pension Liability	\$ 395,096	\$ 347,070	\$ 307,203

**Pension Plan Fiduciary Net Position**

Detailed information about the HIS Plan's fiduciary net position is available in a separately issued FRS Pension Plan and Other State-Administered Systems Annual Comprehensive Financial Report. That report may be obtained through the Florida Department of Management Services website at <http://www.dms.myflorida.com>.

**SEBRING AIRPORT AUTHORITY  
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**NOTE 6 DEFINED BENEFIT PENSION PLANS (CONTINUED)**

**Summary**

The aggregate amount of net pension liability, deferred outflows of resources, deferred inflows of resources, and pension expense for the Authority's defined benefit pension plans are summarized below. These liabilities are typically liquidated by the individual activity in which the employee's costs are associated.

Description	FRS Plan	HIS Plan	Total
Net Pension Liability	\$ 913,075	\$ 347,070	\$ 1,260,145
Deferred Outflows of Resources			
Related to Pensions	394,542	84,483	479,025
Deferred Inflows of Resources			
Related to Pensions	95,882	47,068	142,950
Pension Expense	196,498	147,786	344,284

**NOTE 7 DEFINED CONTRIBUTION PENSION PLAN**

**FRS Investment Plan**

The Florida State Board of Administration (SBA) administers the defined contribution plan officially titled the FRS Investment Plan (Investment Plan). The Investment Plan is reported in the SBA's annual financial statements and in the State of Florida Annual Comprehensive Financial Report.

As provided in Section 121.4501, Florida Statutes, eligible FRS members may elect to participate in the Investment Plan in lieu of the FRS defined benefit plan. Sebring Airport Authority employees participating in DROP are not eligible to participate in the Investment Plan. Employer and employee contributions, including amounts contributed to individual member's accounts, are defined by law, but the ultimate benefit depends in part on the performance of investment funds. Benefit terms, including contribution requirements, for the Investment Plan are established and may be amended by the Florida Legislature. The Investment Plan is funded with the same employer and employee contribution rates that are based on salary and membership class (Regular Class, Elected Officers, etc.), as the FRS defined benefit plan. Contributions are directed to individual member accounts, and the individual members allocate contributions and account balances among various approved investment choices. Costs of administering plan, including the FRS Financial Guidance Program, are funded through an employer contribution of 0.06% of payroll and by forfeited benefits of plan members.

**SEBRING AIRPORT AUTHORITY  
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**NOTE 7    DEFINED CONTRIBUTION PENSION PLAN (CONTINUED)**

**FRS Investment Plan (Continued)**

For all membership classes, employees are immediately vested in their own contributions and are vested after one year of service for employer contributions and investment earnings. If an accumulated benefit obligation for service credit originally earned under the FRS Pension Plan is transferred to the Investment Plan, the member must have the years of service required for FRS Pension Plan vesting (including the service credit represented by the transferred funds) to be vested for these funds and the earnings on the funds. Nonvested employer contributions are placed in a suspense account for up to five years. If the employee returns to FRS-covered employment within the five-year period, the employee will regain control over their account. If the employee does not return within the five-year period, the employee will forfeit the accumulated account balance. For the fiscal year ended June 30, 2024, the information for the amount of forfeitures was unavailable from the SBA; however, management believes that these amounts, if any, would be immaterial to the Sebring Airport Authority.

After termination and applying to receive benefits, the member may rollover vested funds to another qualified plan, structure a periodic payment under the Investment Plan, receive a lump-sum distribution, leave the funds invested for future distribution, or any combination of these options. Disability coverage is provided; the member may either transfer the account balance to the FRS Pension Plan when approved for disability retirement to receive guaranteed lifetime monthly benefits under the FRS Pension Plan, or remain in the Investment Plan and rely upon that account balance for retirement income.

The Authority's Investment Plan pension expense totaled \$109,929 for the year ended September 30, 2024. Employee contributions to the Investment Plan totaled \$13,685 for the year ended September 30, 2024.

**NOTE 8    LONG-TERM DEBT**

The summary of changes in long-term debt for the fiscal year ended September 30, 2024 is as follows:

	Balance October 1, 2023	Additions	Reductions	Balance September 30, 2024	Due Within One Year
Direct Borrowing -					
Notes Payable	\$ 3,121,494	\$ -	\$ (215,061)	\$ 2,906,433	\$ 214,304
Leases Payable	14,889	-	(5,267)	9,622	5,573
Total	<u>\$ 3,136,383</u>	<u>\$ -</u>	<u>\$ (220,328)</u>	<u>\$ 2,916,055</u>	<u>\$ 219,877</u>

**SEBRING AIRPORT AUTHORITY  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2024**

**NOTE 8 LONG-TERM DEBT (CONTINUED)**

Notes payable at September 30, 2024 consisted of the following:

<u>Description</u>	<u>Amount</u>
Direct borrowing from a financial institution for improvements to an industrial building, collateralized by assignment of rent revenues, due July 2028. Outstanding balance as of July 21, 2023 paid in monthly payments of \$4,892, including interest at 8.45%. If any event of default shall occur, all indebtedness will become immediately due and payable to the lender.	\$ 191,029
Direct borrowing from a financial institution for improvements to an industrial building, collateralized by assignment of rent revenues, with 12 months of interest only payments, followed by monthly payments of \$11,780 including interest at 4%, final payment due April 2035. If any event of default shall occur, all indebtedness will become immediately due and payable to the lender.	1,214,599
Direct borrowing from a financial institution for improvements to industrial buildings with a maximum draw down of \$3,000,000 available, collateralized by assignment of rent revenues, with 12 months of interest only payments at 5.5% interest, followed by 48 monthly payments of principal and interest, beginning August 18, 2020 calculated on a 20-year amortization of the outstanding principal balance as of July 18, 2020 with an interest rate of 5.5% per annum. Beginning August 18, 2024, 60 monthly payments of principal and interest calculated on a 15-year amortization of the outstanding principal balance as of July 18, 2024 with interest based on the monthly average of the 5-year United States Treasury Bill index for July 18, 2024 plus 3.5%. Beginning August 18, 2029, 60 monthly payments of principal and interest calculated on a 10 year amortization of the outstanding principal balance as of July 18, 2029 with interest based on the monthly average of the 5-year United States Treasury Bill index for July 18, 2029 plus 3.5%.	

**SEBRING AIRPORT AUTHORITY  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2024**

**NOTE 8 LONG-TERM DEBT (CONTINUED)**

<u>Description (Continued)</u>	<u>Amount</u>
Beginning August 18, 2034, 60 monthly payments of principal and interest calculated on a five-year amortization of the outstanding principal balance as of July 18, 2034 with interest based on the 5-year United States Treasury Bill index for July 18, 2034 plus 3.5%. Upon default, the interest rate on this direct borrowing shall be increased to 18% per annum, and the entire unpaid balance and all accrued interest will be declared due to the lender.	\$ 1,413,514
Direct borrowing from a financial institution for purchase of a vehicle, with monthly payments of \$839, including interest at 7.24%, with a final payment due in January 2028.	29,129
Direct borrowing from a financial institution for purchase of a vehicle, with monthly payments of \$908, including interest at 7.24%, with a final payment due in February 2028.	32,247
Direct borrowing from a financial institution for purchase of a vehicle, with monthly payments of \$699, including interest at 7.24%, with a final payment due in April 2028.	<u>25,915</u>
Total	2,906,433
Less: Current Portion	<u>(214,304)</u>
Long-Term Portion	<u><u>\$ 2,692,129</u></u>

Annual debt service requirements as of September 30, 2024 for notes payable are as follows:

<u>Year Ending September 30,</u>	<u>Principal</u>	<u>Interest</u>
2025	\$ 214,304	\$ 62,204
2026	228,206	54,402
2027	243,930	46,092
2028	228,939	37,374
2029	1,285,958	31,033
2030 - 2034	623,877	82,950
2035 - 2039	81,219	1,101
Total	<u><u>\$ 2,906,433</u></u>	<u><u>\$ 315,156</u></u>

**SEBRING AIRPORT AUTHORITY  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2024**

**NOTE 8 LONG-TERM DEBT (CONTINUED)**

**Lessee Arrangement**

The Entity leases equipment for various terms under long-term, noncancelable lease agreements. The leases expire at various dates through 2027.

Future principal and interest payments under lease agreements are as follows:

Year Ending September 30,	Principal	Interest	Total
2025	\$ 5,573	\$ 382	\$ 5,955
2026	3,838	83	3,921
2027	210	2	212
Total Minimum Lease Payments	<u>\$ 9,621</u>	<u>\$ 467</u>	<u>\$ 10,088</u>

**NOTE 9 LINES OF CREDIT**

The Authority has a \$2,000,000 line of credit to finance grant expenditures with a commercial bank at Prime as published by the Wall Street Journal, with a minimum rate of 4.5%, secured by grant revenues. The Authority also has a \$500,000 line of credit, unsecured, for operating capital needs with a commercial bank at Prime as published by the Wall Street Journal, with a minimum rate of 5.0%.

Changes in the lines of credit for the fiscal year ended September 30, 2024 were as follows:

	Balance October 1, 2023	Additions	Reductions	Balance September 30, 2024
Line of Credit - Secured	\$ -	\$ 4,308,987	\$ (2,789,301)	\$ 1,519,686

**SEBRING AIRPORT AUTHORITY  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2024**

**NOTE 10 CONDENSED COMBINING FINANCIAL INFORMATION**

The following condensed financial information is presented to provide additional information on the Sebring Regional Airport and Industrial Park Community Redevelopment Agency (CRA), and the U.S. Sport Aviation Institute, Inc. (Institute), blended component units of the Authority.

**Condensed Combining Statement of Net Position**

	Sebring Airport Authority	CRA	U.S. Sport Aviation Institute	Total
<b>ASSETS</b>				
Current Assets	\$ 5,198,789	\$ 314,706	\$ -	\$ 5,513,495
Net Capital Assets	50,764,593	-	-	50,764,593
Other Noncurrent Assets	4,210,312	-	-	4,210,312
Total Assets	60,173,694	314,706	-	60,488,400
<b>DEFERRED OUTFLOWS OF RESOURCES</b>				
Pension Related Items	479,025	-	-	479,025
<b>LIABILITIES</b>				
Current Liabilities	906,790	-	-	906,790
Noncurrent Liabilities	6,153,970	-	-	6,153,970
Total Liabilities	7,060,760	-	-	7,060,760
<b>DEFERRED INFLOWS OF RESOURCES</b>				
Lease Related Items	5,089,228	-	-	5,089,228
Pension Related Items	142,950	-	-	142,950
Total Deferred Inflows of Resources	5,232,178	-	-	5,232,178
<b>NET POSITION</b>				
Net Investment in Capital Assets	46,054,871	-	-	46,054,871
Restricted	-	314,706	-	314,706
Unrestricted	2,304,910	-	-	2,304,910
Total Net Position	<u>\$ 48,359,781</u>	<u>\$ 314,706</u>	<u>\$ -</u>	<u>\$ 48,674,487</u>



**SEBRING AIRPORT AUTHORITY  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2024**

**NOTE 10 CONDENSED COMBINING FINANCIAL INFORMATION (CONTINUED)**

**Condensed Combining Statement of Revenues, Expense, and Changes in Net Position**

	Sebring Airport Authority	CRA	U.S. Sport Aviation Institute	Total
<b>OPERATING REVENUE</b>				
Industrial Rentals	\$ 2,527,544	\$ -	\$ -	\$ 2,527,544
Test Track Rentals	491,564	-	-	491,564
Fixed Base Operations	3,553,157	-	-	3,553,157
Fire Protection Fees	121,124	-	-	121,124
CRA Incremental Tax Revenue	-	441,001	-	441,001
Miscellaneous Revenue	395,377	-	-	395,377
Total Operating Revenue	7,088,766	441,001	-	7,529,767
<b>OPERATING EXPENSES</b>				
Personal Services	1,633,072	-	-	1,633,072
Contractual Services	378,148	-	-	378,148
Professional Services	971,055	8,500	-	979,555
General Operating	4,216,913	2,254	-	4,219,167
Total Operating Expenses	7,199,188	10,754	-	7,209,942
<b>OPERATING INCOME BEFORE DEPRECIATION</b>	(110,422)	430,247	-	319,825
Depreciation	(2,932,410)	-	-	(2,932,410)
<b>NET OPERATING INCOME (LOSS)</b>	(3,042,832)	430,247	-	(2,612,585)
<b>NONOPERATING REVENUE (EXPENSE)</b>				
Interest Income	490,158	18,589	-	508,747
Operating Grants	66,014	-	-	66,014
Interest Expense	(185,751)	-	-	(185,751)
Miscellaneous Revenue	26,257	-	-	26,257
Insurance Recoveries	-	-	-	-
Gain on Sale of Capital Assets	(2,298)	-	-	(2,298)
Total Nonoperating Revenue (Expense)	394,380	18,589	-	412,969
<b>INCOME (LOSS) BEFORE CAPITAL CONTRIBUTIONS AND TRANSFERS</b>	(2,648,452)	448,836	-	(2,199,616)
Transfers In	725,112	-	-	725,112
Transfers Out	-	(725,112)	-	(725,112)
Capital Grants and Contributions	5,901,213	-	-	5,901,213
<b>CHANGE IN NET POSITION</b>	3,977,873	(276,276)	-	3,701,597
Net Position - Beginning of Year	44,381,908	590,982	-	44,972,890
<b>NET POSITION - END OF YEAR</b>	<u>\$ 48,359,781</u>	<u>\$ 314,706</u>	<u>\$ -</u>	<u>\$ 48,674,487</u>

**SEBRING AIRPORT AUTHORITY  
NOTES TO FINANCIAL STATEMENTS  
SEPTEMBER 30, 2024**

**NOTE 10 CONDENSED COMBINING FINANCIAL INFORMATION (CONTINUED)**

**Condensed Combining Statement of Cash Flows**

	Sebring Airport Authority	CRA	U.S. Sport Aviation Institute	Total
Net Cash Provided (Used) by Operating Activities	\$ (2,062,488)	\$ 430,337	\$ -	\$ (1,632,151)
Net Cash Provided by Noncapital Financing Activities	92,271	-	-	92,271
Net Cash Provided (Used) by Capital and Related Financing Activities	1,255,318	(725,112)	-	530,206
Net Cash Provided by Investing Activities	490,158	18,589	-	508,747
<b>Net Increase (Decrease) in Cash and Cash Equivalents</b>	(224,741)	(276,186)	-	(500,927)
Cash and Cash Equivalents - Beginning of Year	1,852,019	590,892	-	2,442,911
<b>Cash and Cash Equivalents - End of Year</b>	<u><u>\$ 1,627,278</u></u>	<u><u>\$ 314,706</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 1,941,984</u></u>

**NOTE 11 RISK MANAGEMENT**

The Authority is exposed to various risks of loss related to torts, theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. To protect against this risk the Authority has engaged Public Risk Insurance Agency, a governmental insurance carrier, as its agent. This agency administers insurance activities relating to property, general liability, public official's and employment practices liability, automobile crime, and worker compensation. The Authority is liable for deductibles on certain coverage. Insurance settlements have not exceeded insurance coverage in any of the three prior fiscal years.

**NOTE 12 RELATED PARTY TRANSACTIONS**

A member of the Authority's Board of Directors is also a member of Heartland National Bank's Board of Directors. The Authority has deposits, a line of credit, and debt held by Heartland National Bank in the amount of \$4,776,429 as of September 30, 2024.

**NOTE 13 COMMITMENTS, CONTINGENCIES, AND SUBSEQUENT EVENTS**

The Authority is party in various lawsuits. Although the outcome of these lawsuits is not presently determinable, in the opinion of legal counsel for the Authority, the resolution of these matters will not have a materially adverse effect on the financial condition of the Authority.

**SEBRING AIRPORT AUTHORITY  
REQUIRED SUPPLEMENTARY INFORMATION  
SCHEDULE OF THE AUTHORITY'S PROPORTIONATE SHARE OF THE NET PENSION LIABILITY –  
FLORIDA RETIREMENT SYSTEM PENSION PLAN <sup>1</sup>  
LAST TEN MEASUREMENT PERIODS**

	2024	2023	2022	2021	2020	2019	2018	2017	2016
Authority's Proportion of the Net Pension Liability	0.002360299%	0.002088612%	0.002279024%	0.001872208%	0.001675476%	0.001714629%	0.001616574%	0.001457265%	0.001724597%
Liability	\$ 913,075	\$ 832,245	\$ 847,980	\$ 141,424	\$ 726,176	\$ 590,494	\$ 486,920	\$ 431,049	\$ 435,462
Authority's Covered Payroll	\$ 979,167	\$ 875,837	\$ 767,053	\$ 591,616	\$ 429,551	\$ 472,524	\$ 419,435	\$ 367,444	\$ 346,048
Liability (Asset) as a Percentage of its Covered Payroll	93.25 %	95.02 %	110.55 %	23.90 %	169.05 %	124.97 %	116.09 %	117.31 %	125.84 %
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	83.70 %	82.38 %	82.89 %	94.40 %	78.85 %	82.61 %	84.26 %	83.89 %	84.88 %

\*The amounts presented for each fiscal year were determined as of June 30.

<sup>1</sup> Information is required to be presented for 10 years. However, until a full 10-year trend is compiled, the Authority will present information for only those years for which information is available.

**SEBRING AIRPORT AUTHORITY  
REQUIRED SUPPLEMENTARY INFORMATION  
SCHEDULE OF THE AUTHORITY'S CONTRIBUTIONS –  
FLORIDA RETIREMENT SYSTEM PENSION PLAN <sup>1</sup>  
LAST TEN FISCAL YEARS**

	2024	2023	2022	2021	2020	2019	2018	2017	2016
Contractually Required Contribution	\$ 143,541	\$ 99,713	\$ 97,504	\$ 76,590	\$ 61,399	\$ 53,479	\$ 73,499	\$ 13,838	\$ 44,618
Contributions in Relation to the Contractually Required Contribution	(143,541)	(99,713)	97,504	(76,590)	(61,399)	(53,479)	(73,499)	(13,838)	(44,618)
Contribution Deficiency (Excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Authority's Covered Payroll	\$ 1,019,083	\$ 858,764	\$ 793,459	\$ 624,058	\$ 477,962	\$ 458,655	\$ 445,306	\$ 392,244	\$ 344,392
Contributions as a Percentage of Covered Payroll	14.09 %	11.61 %	12.29 %	12.27 %	12.85 %	11.66 %	16.51 %	3.53 %	12.96 %

\*The amounts presented for each fiscal year were determined as of September 30.

<sup>1</sup> Information is required to be presented for 10 years. However, until a full 10-year trend is compiled, the Authority will present information for only those years for which information is available.

**SEBRING AIRPORT AUTHORITY  
REQUIRED SUPPLEMENTARY INFORMATION  
SCHEDULE OF THE AUTHORITY'S PROPORTIONATE SHARE OF THE NET PENSION LIABILITY –  
HEALTH INSURANCE SUBSIDY PLAN <sup>1</sup>  
LAST TEN MEASUREMENT PERIODS**

	2024	2023	2022	2021	2020	2019	2018	2017	2016
Authority's Proportion of the Net Pension Liability	0.002313656%	0.002177661%	0.002105054%	0.001657490%	0.001253851%	0.001412823%	0.001369415%	0.001088064%	0.001120965%
Liability	\$ 347,070	\$ 345,842	\$ 222,959	\$ 203,316	\$ 153,093	\$ 158,082	\$ 144,941	\$ 116,341	\$ 130,643
Authority's Covered Payroll	\$ 979,167	\$ 875,837	\$ 767,053	\$ 591,616	\$ 429,551	\$ 472,524	\$ 419,435	\$ 367,444	\$ 346,048
Liability (Asset) as a Percentage of its Covered Payroll	35.45 %	39.49 %	29.07 %	34.37 %	35.64 %	33.45 %	34.56 %	31.66 %	37.75 %
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	4.80 %	4.12 %	4.81 %	3.56 %	3.00 %	2.63 %	2.15 %	1.64 %	0.97 %

\*The amounts presented for each fiscal year were determined as of June 30.

<sup>1</sup> Information is required to be presented for 10 years. However, until a full 10-year trend is compiled, the Authority will present information for only those years for which information is available.

**SEBRING AIRPORT AUTHORITY  
REQUIRED SUPPLEMENTARY INFORMATION  
SCHEDULE OF THE AUTHORITY'S CONTRIBUTIONS –  
HEALTH INSURANCE SUBSIDY PLAN <sup>1</sup>  
LAST TEN FISCAL YEARS**

	2024	2023	2022	2021	2020	2019	2018	2017	2016
Contractually Required Contribution	\$ 20,386	\$ 14,740	\$ 13,175	\$ 10,282	\$ 7,931	\$ 7,596	\$ 7,393	\$ 6,632	\$ 5,719
Contributions in Relation to the Contractually Required Contribution	(20,386)	(14,740)	(13,175)	(10,282)	(7,931)	(7,596)	(7,393)	(6,632)	(5,719)
Contribution Deficiency (Excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Authority's Covered Payroll	\$ 1,019,083	\$ 858,764	\$ 793,459	\$ 624,058	\$ 477,962	\$ 458,655	\$ 445,306	\$ 392,244	\$ 344,392
Contributions as a Percentage of Covered Payroll	2.00 %	1.72 %	1.66 %	1.65 %	1.66 %	1.66 %	1.66 %	1.69 %	1.66 %

\*The amounts presented for each fiscal year were determined as of September 30.

<sup>1</sup> Information is required to be presented for 10 years. However, until a full 10-year trend is compiled, the Authority will present information for only those years for which information is available.

**SEBRING AIRPORT AUTHORITY  
REQUIRED SUPPLEMENTARY INFORMATION  
SCHEDULE OF CHANGES IN THE AUTHORITY'S  
TOTAL OPEB LIABILITY AND RELATED RATIOS <sup>1</sup>  
LAST TEN MEASUREMENT PERIODS**

	2024	2023	2022	2021	2020	2019
Total OPEB Liability						
Service Cost	\$ 13,786	\$ 14,514	\$ 5,947	\$ 5,900	\$ 3,641	\$ 2,778
Interest	3,259	2,967	655	568	685	504
Changes of Benefit Terms			-	-	-	-
Difference Between Expected and Actual Experience	7,219	(278)	23,659	(3,104)	(2,739)	2,429
Changes of Assumptions	12,381	(11,758)	(3,580)	(18)	570	416
Net Change in Total OPEB Liability	36,645	5,445	26,681	3,346	2,157	6,127
Total OPEB Liability - Beginning	53,128	47,683	21,002	17,656	15,499	9,372
Total OPEB Liability - Ending	<u>\$ 89,773</u>	<u>\$ 53,128</u>	<u>\$ 47,683</u>	<u>\$ 21,002</u>	<u>\$ 17,656</u>	<u>\$ 15,499</u>
Covered Employee Payroll	\$ 962,875	\$ 809,057	\$ 740,242	\$ 562,365	\$ 512,432	\$ 410,334
Total OPEB Liability as a Percentage of the Covered Employee Payroll	9.32 %	6.57 %	6.44 %	3.73 %	3.45 %	3.78 %

<sup>1</sup> Information is required to be presented for 10 years. However, until a full 10-year trend is compiled, the Authority will present information for only those years for which information is available.



**SEBRING AIRPORT AUTHORITY  
REQUIRED SUPPLEMENTARY INFORMATION  
SCHEDULE OF CHANGES IN THE AUTHORITY'S  
TOTAL OPEB LIABILITY AND RELATED RATIOS <sup>1</sup> (CONTINUED)  
YEAR ENDED SEPTEMBER 30, 2024**

**Notes to Schedule**

**Benefit Changes**

There have been no substantive plan provision changes since the last full valuation.

**Changes of Assumptions**

For the measurement date September 30, 2024, the following were updated:

- Discount rate as of the measurement date was updated to 4.06%.
- Health care trend rates have been reset to an initial rate of 8.0%, decreasing by 0.5% annually to an ultimate trend of 4.5%.
- Salary increase scales have been updated to match the FRS actuarial valuation as of July 1, 2023.

For the measurement date September 30, 2023, the following were updated:

- Discount rate as of the measurement date was updated to 4.87%.

For the measurement date September 30, 2022, the following were updated:

- Discount rate as of the measurement date was updated to 4.77%.
- Mortality table was updated from using improvement Scale MP-2020 to Scale MP-2021.
- Health care trend rates have been reset to an initial rate of 7.5%, decreasing by 0.5% annually to an ultimate trend of 4.5%.
- Salary increase scales have been updated to match the FRS actuarial valuation as of July 1, 2021.

For the measurement date September 30, 2021, the following were updated:

- Discount rate as of the measurement date was updated to 2.43%.

For the measurement date September 30, 2020, the following were updated:

- Discount rate as of the measurement date was updated to 2.41%.
- Mortality table was updated from SOA RPH-2017 Total Dataset Mortality Table fully generational using Scale MP-2017 to SOA PUB -201 General Headcount Weighted Mortality Table fully generational using Scale MP-2020.
- Turnover assumptions were updated to match the FRS actuarial valuation as of July 1, 2019.
- Health care trend rates have been reset to an initial rate of 8.0%, decreasing by 0.5% annually to an ultimate trend of 4.5%.
- Salary increase scales have been updated to match the FRS actuarial valuation as of July 1, 2019.

**SEBRING AIRPORT AUTHORITY  
REQUIRED SUPPLEMENTARY INFORMATION  
SCHEDULE OF CHANGES IN THE AUTHORITY'S  
TOTAL OPEB LIABILITY AND RELATED RATIOS <sup>1</sup> (CONTINUED)  
YEAR ENDED SEPTEMBER 30, 2024**

Changes of Assumptions (Continued)

For the measurement date September 30, 2019, the following were updated:

- Discount rate as of the measurement date was updated to 3.58%.
- Actuarial cost method was updated from Projected Unit Credit with linear proration to decrement to Entry Age Normal Level Percentage of Salary.
- The salary assumption was updated from 3.0% per year to match that of the FRS actuarial valuation as of July 1, 2017.

### **COMMUNITY REDEVELOPMENT AGENCY**

Following is a schedule of deposits and withdrawals as required by Section 163.387(8), Florida Statutes. This schedule provides a source for all deposits and a purpose for all withdrawals for the fiscal year ended September 30, 2024.

**SEBRING AIRPORT AUTHORITY  
SCHEDULE OF REVENUES, EXPENSES,  
AND CHANGES IN NET POSITION – CRA FUND  
YEAR ENDED SEPTEMBER 30, 2024**

	<u>CRA</u>
<b>REVENUES</b>	
CRA Incremental Tax Revenue	\$ 441,001
Interest Income	<u>18,589</u>
Total Revenues	459,590
<b>EXPENSES</b>	
Professional Services	8,500
General Operating and Project Assistance	<u>727,366</u>
Total Expenses	<u>735,866</u>
<b>NET CHANGE IN NET POSITION</b>	(276,276)
Net Position - Beginning of Year	<u>590,982</u>
<b>NET POSITION - END OF YEAR</b>	<u><u>\$ 314,706</u></u>

**SEBRING AIRPORT AUTHORITY  
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS  
YEAR ENDED SEPTEMBER 30, 2024**

Federal Grantor/Pass-Through Grantor/ Program or Cluster Title	Federal Assistance Listing Number	Pass-Through Entity Identifying Number	Passed Through to Subrecipients	Total Federal Expenditures
<b>FEDERAL AWARDS</b>				
<b>Federal Aviation Administration</b>				
Airport Improvement Program	20.106		\$ -	\$ 10,220
Total Federal Aviation Administration Direct Programs			<u>-</u>	<u>10,220</u>
<b>Federal Emergency Management Agency</b>				
Passed Through Florida Division of Emergency Management				
Hurricane Ian Cat E	97.036	Z3444	-	63,638
Total Federal Emergency Management Agency Direct Programs			<u>-</u>	<u>63,638</u>
<b>Economic Development Administration</b>				
Stormwater Drainage Improvement Program	11.300	04-01-07824	-	1,700,498
Total Economic Development Administration Programs			<u>-</u>	<u>1,700,498</u>
Total Expenditures of Federal Awards			<u>\$ -</u>	<u>\$ 1,774,356</u>

See accompanying Notes to Schedule of Expenditures of Federal Awards.

**SEBRING AIRPORT AUTHORITY  
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS  
YEAR ENDED SEPTEMBER 30, 2024**

**NOTE 1 BASIS OF PRESENTATION**

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal award activity of Sebring Airport Authority (the Authority) under programs of the federal government for the year ended September 30, 2024. The information in this Schedule is presented in accordance with the requirements of 2 CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)*. Because the Schedule presents only a selected portion of the operations of the Authority, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Authority.

**NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Negative amounts shown on the Schedule represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years.

**NOTE 3 INDIRECT COST RATE**

The Authority has not elected to use the 10% de minimis indirect cost rate.

**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER  
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS  
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED  
IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

Board of Directors  
Sebring Airport Authority  
Sebring, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Sebring Airport Authority (Authority), as of and for the year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements, and have issued our report thereon dated REPORT DATE.

**Report on Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the Authority's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

### **Report on Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the Authority's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

### ***Purpose of This Report***

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

### **CliftonLarsonAllen LLP**

Sebring, Florida  
REPORT DATE



**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR  
FEDERAL PROGRAM AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE  
REQUIRED BY THE UNIFORM GUIDANCE**

Board of Directors  
Sebring Airport Authority  
Sebring, Florida

**Report on Compliance for Each Major Federal Program**

***Opinion on Each Major Federal Program***

We have audited Sebring Airport Authority's (Authority), compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of the Authority's major federal programs for the year ended September 30, 2024. The Authority's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

In our opinion, the Authority complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2024.

***Basis for Opinion on Each Major Federal Program***

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditors' Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Authority and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the Authority's compliance with the compliance requirements referred to above.

***Responsibilities of Management for Compliance***

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the Authority's federal programs.

### ***Auditors' Responsibilities for the Audit of Compliance***

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Authority's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Authority's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Authority's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the Authority's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

### **Report on Internal Control Over Compliance**

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditors' Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

**CliftonLarsonAllen LLP**

Sebring, Florida  
REPORT DATE

**SEBRING AIRPORT AUTHORITY  
SCHEDULE OF FINDINGS AND QUESTIONED COSTS  
YEAR ENDED SEPTEMBER 30, 2024**

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***Section I – Summary of Auditors' Results***

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***Financial Statements***

1. Type of auditors' report issued: Unmodified
2. Internal control over financial reporting:
- Material weakness(es) identified? \_\_\_\_\_ yes \_\_\_\_\_ ☒ no
  - Significant deficiency(ies) identified? \_\_\_\_\_ yes \_\_\_\_\_ ☒ none reported
3. Noncompliance material to financial statements noted? \_\_\_\_\_ yes \_\_\_\_\_ ☒ no

***Federal Awards***

1. Internal control over major federal programs:
- Material weakness(es) identified? \_\_\_\_\_ yes \_\_\_\_\_ ☒ no
  - Significant deficiency(ies) identified? \_\_\_\_\_ yes \_\_\_\_\_ ☒ none reported
2. Type of auditors' report issued on compliance for major federal programs: Unmodified
1. Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)? \_\_\_\_\_ yes \_\_\_\_\_ ☒ no

***Identification of Major Federal Programs***

**Assistance Listing Number**

11.300

**Name of Federal Program or Cluster**

Stormwater Drainage Improvements

Dollar threshold used to distinguish between Type A and Type B programs:

\$ 750,000

Auditee qualified as low-risk auditee?

\_\_\_\_\_ Yes \_\_\_\_\_ ☒ No

**SEBRING AIRPORT AUTHORITY  
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)  
YEAR ENDED SEPTEMBER 30, 2024**

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***Section II – Financial Statement Findings***

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Our audit did not disclose and matters required to be reported in accordance with *Government Auditing Standards*.

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***Section III – Findings and Questioned Costs – Major Federal Programs***

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Our audit did not disclose any matters required to be reported in accordance with 2 CFR 200.516(a).

DRAFT

## MANAGEMENT LETTER

Board of Directors  
Sebring Airport Authority  
Sebring, Florida

### Report on the Financial Statements

We have audited the financial statements of the Sebring Airport Authority (Authority), as of and for the fiscal year ended September 30, 2024, and have issued our report thereon dated REPORT DATE.

### Auditors' Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and Chapter 10.550, Rules of the Auditor General.

### Other Reporting Requirements

We have issued our Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*; Independent Auditor's Report on Compliance for Each Major Federal Program and Report on Internal Control over Compliance; Schedule of Findings and Questioned Costs; and Independent Accountants' Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports and schedule, which are dated REPORT DATE, should be considered in conjunction with this management letter.

### Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding financial audit report. There were no recommendations made in the preceding financial audit report.

### Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. Information regarding the specific legal authority for the entity and each component unit is contained in Note 1 to the financial statements.

### **Financial Condition and Management**

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the Authority has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific conditions(s) met. In connection with our audit, we determined that the Authority did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for the Authority. It is management's responsibility to monitor the Authority's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Section 10.554(1)(i)(2), Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

### **Property Assessed Clean Energy (PACE) Programs**

As required by Section 10.554(1)(i)6.a., Rules of the Auditor General, the County a statement as to whether a PACE program authorized pursuant to Section 163.081 or Section 163.082, Florida Statutes, did/did not operate within the (entity name's) geographical boundaries during the fiscal year under audit.

As required by Section 10.554(1)(i)6.b., Rules of the Auditor General, if a PACE program was operating within the geographical areas of the County, a list of all program administrators and third-party administrators that administered the program.

As required by Section 10.554(1)(i)6.c., Rules of the Auditor General, if a PACE program was operating within the geographical areas of the County, the full names and contact information of each such program administrator and third-party administrator.

### **Special District Component Units**

Section 10.554(1)(i)5.c., Rules of the Auditor General, requires, if appropriate, that we communicate the failure of a special district that is a component unit of a county, municipality, or special district, to provide the financial information necessary for proper reporting of the component unit, within the audited financial statements of the county, municipality, or special district in accordance with Section 218.39(3)(b), Florida Statutes. In connection with our audit, we did not note any special district component units that failed to provide the necessary information for proper reporting in accordance with Section 218.39(3)(b), Florida Statutes.

### **Special District Specific Information**

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)6, Rules of the Auditor General, the Authority reported:

- a. The total number of district employees compensated in the last pay period of the Authority's fiscal year as: 14.
- b. The total number of independent contractors to whom nonemployee compensation was paid in the last month of the Authority's fiscal year as 1.
- c. All compensation earned by or awarded to employees, whether paid or accrued, regardless of contingency as: \$1,049,981.
- d. All compensation earned by or awarded to nonemployee independent contractors, whether paid or accrued, regardless of contingency as \$9,580.
- e. Each construction project with a total cost of at least \$65,000 approved by the district that is scheduled to begin on or after October 1 of the fiscal year being reported, together with the total expenditures for such project as:
  - Terminal Apron Rehab Construction Phase II – Expenditures – \$3,793,321
  - Stormwater Drainage Improvements – Expenditures – \$2,125,623
  - CRA/SAA Interlocal Agreement – Hurricane Ian Multiple Building Repairs – Building 735 Roof – CRA Contribution \$395,000 – Expenditures – \$417,150
  - CRA/SAA Interlocal Agreement – Hurricane Ian Multiple Building Repairs – Building 727 Roof – CRA Contribution \$330,275 – Expenditures – \$343,267
- f. A budget variance based on the budget adopted under Section 189.016(4), Florida Statutes, before the beginning of the fiscal year being reported if the district amends a final adopted budget under Section 189.016(6), Florida Statutes, as: \$378,405.
  - Beginning Budgeted Reserves – \$313,087; Final Budgeted Reserves \$691,492

### **Additional Matters**

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.



**Purpose of this Letter**

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Authority's Board of Directors and applicable management, and is not intended to be, and should not be, used by anyone other than these specified parties.

**CliftonLarsonAllen LLP**

Sebring, Florida  
REPORT DATE

DRAFT

## **INDEPENDENT ACCOUNTANTS' REPORT**

Sebring Airport Authority and  
the Florida Auditor General  
Sebring, Florida

We have examined the Sebring Airport Authority's (Authority) compliance with Section 218.415, Florida Statutes, regarding the investment of public funds during the year ended September 30, 2024. Management of the Authority is responsible for the Authority's compliance with the specified requirements. Our responsibility is to express an opinion on the Authority's compliance with the specified requirements based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the Authority complied, in all material respects, with the specified requirements referenced above. An examination involves performing procedures to obtain evidence about whether the Authority complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the engagement.

Our examination does not provide a legal determination on the Authority's compliance with specified requirements.

In our opinion, the Authority complied, in all material respects, with Section 218.415, Florida Statutes, regarding the investment of public funds; during the year ended September 30, 2024.

This report is intended solely for the information and use of the Authority and the Auditor General, state of Florida, and is not intended to be, and should not be, used by anyone other than these specified parties.

**CliftonLarsonAllen LLP**

Sebring, Florida  
REPORT DATE



*We'll get you there.*

CPAs | CONSULTANTS | WEALTH ADVISORS

# Sebring Airport Authority

Audit Exit Presentation

Year ended September 30, 2024



# Audit Scope



Report on the organization's financial statements



Internal control/management letter



Required governance communications letter



Report on internal control over compliance with major program requirements (federal awards)



Report on examination of compliance with F.S. 218.415





## AUDIT OPINIONS

### Financial statement

Financial statement audit opinion is **unmodified**.

### Federal awards

Federal awards audit opinion is **unmodified**.

### Examination

Compliance with FS 218.415 opinion is **unmodified**.



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## AUDIT RESULTS

### Financial statement

No material weaknesses noted.  
No significant deficiencies noted.

### Federal awards

No material weaknesses noted.  
No significant deficiencies noted.

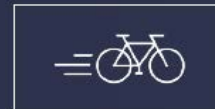
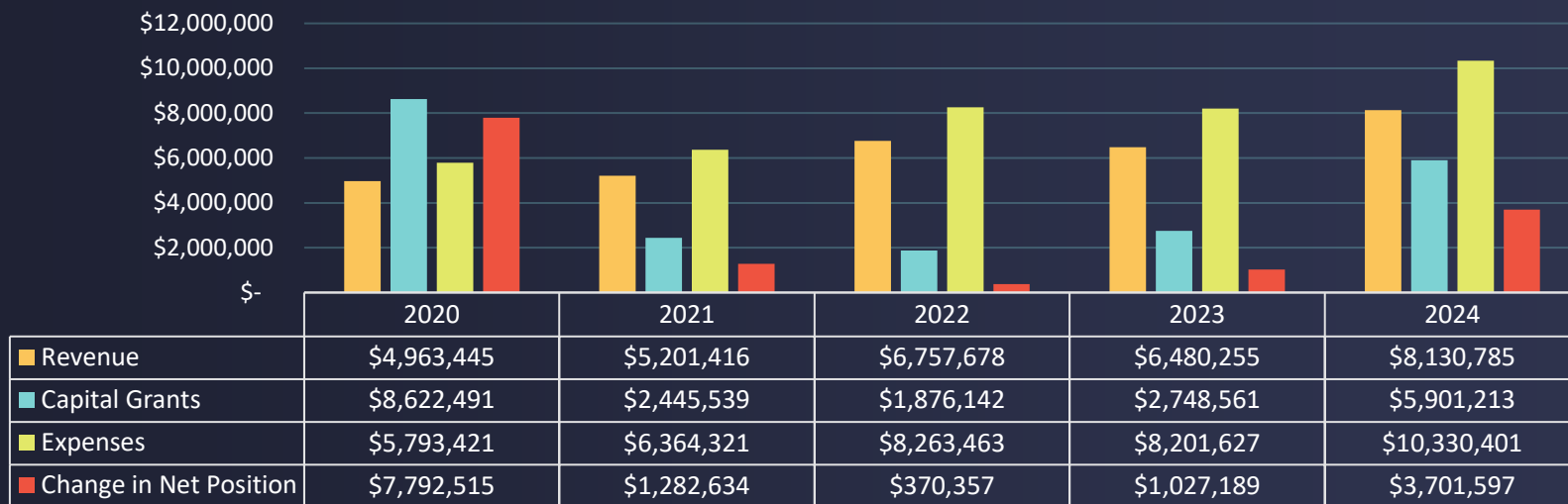


# Financial Statement Highlights and Trends



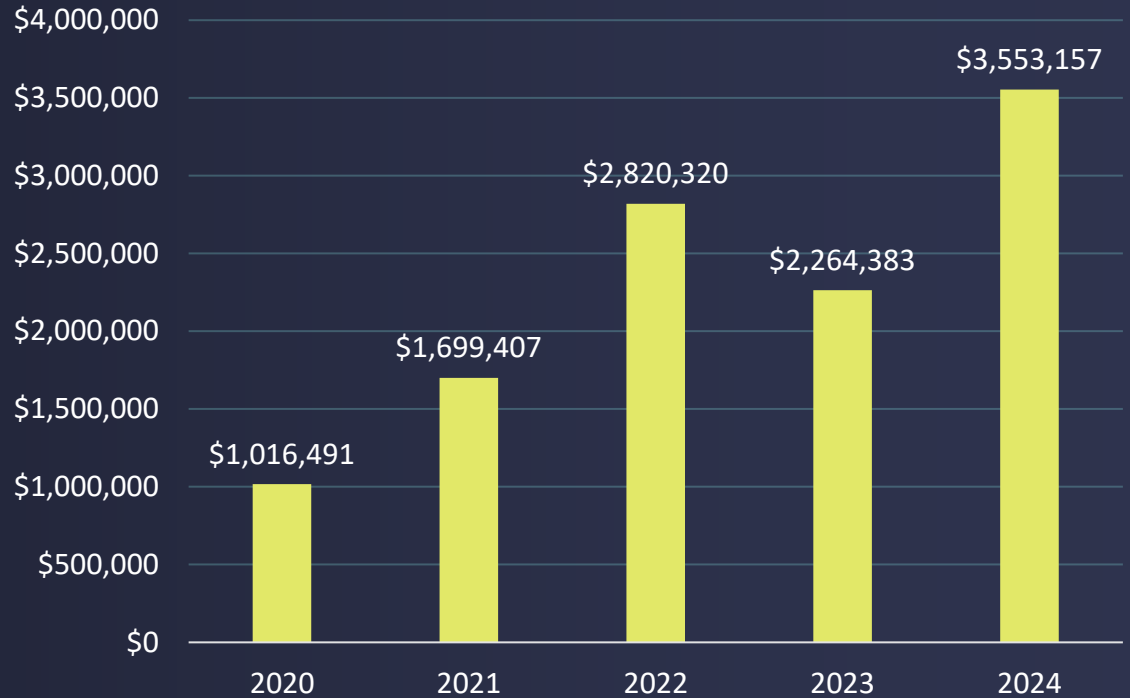
# Revenue, Expenses & Changes in Net Position

Years Ended September 30



# FBO Revenue

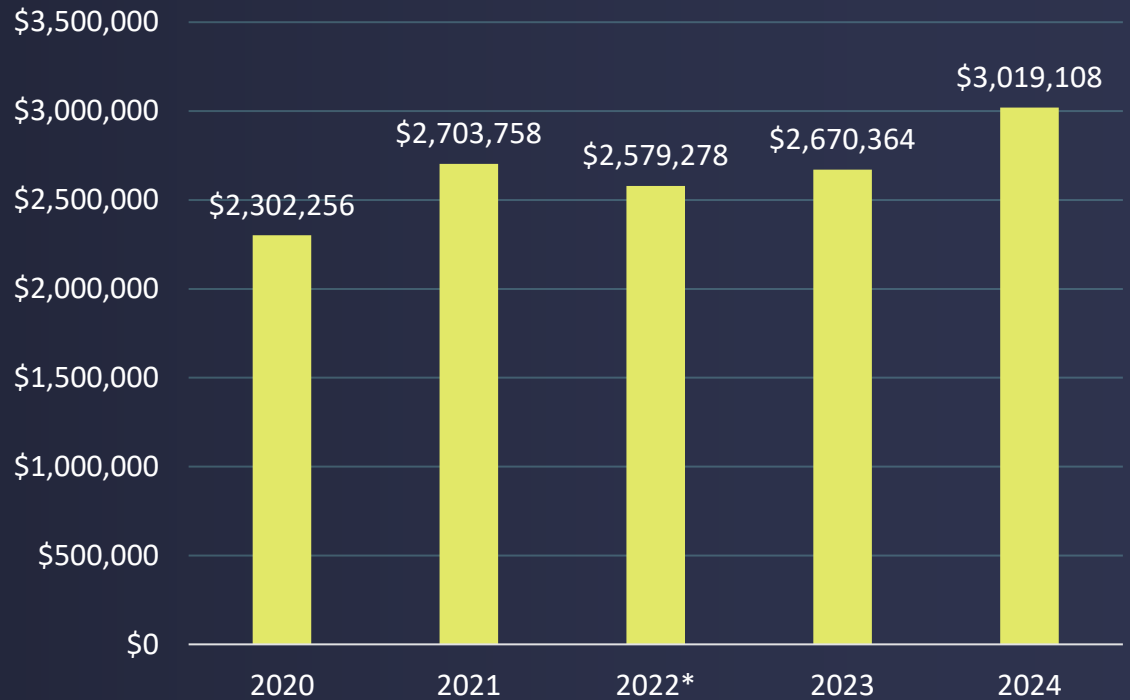
Years Ended September 30





# Rental Revenue

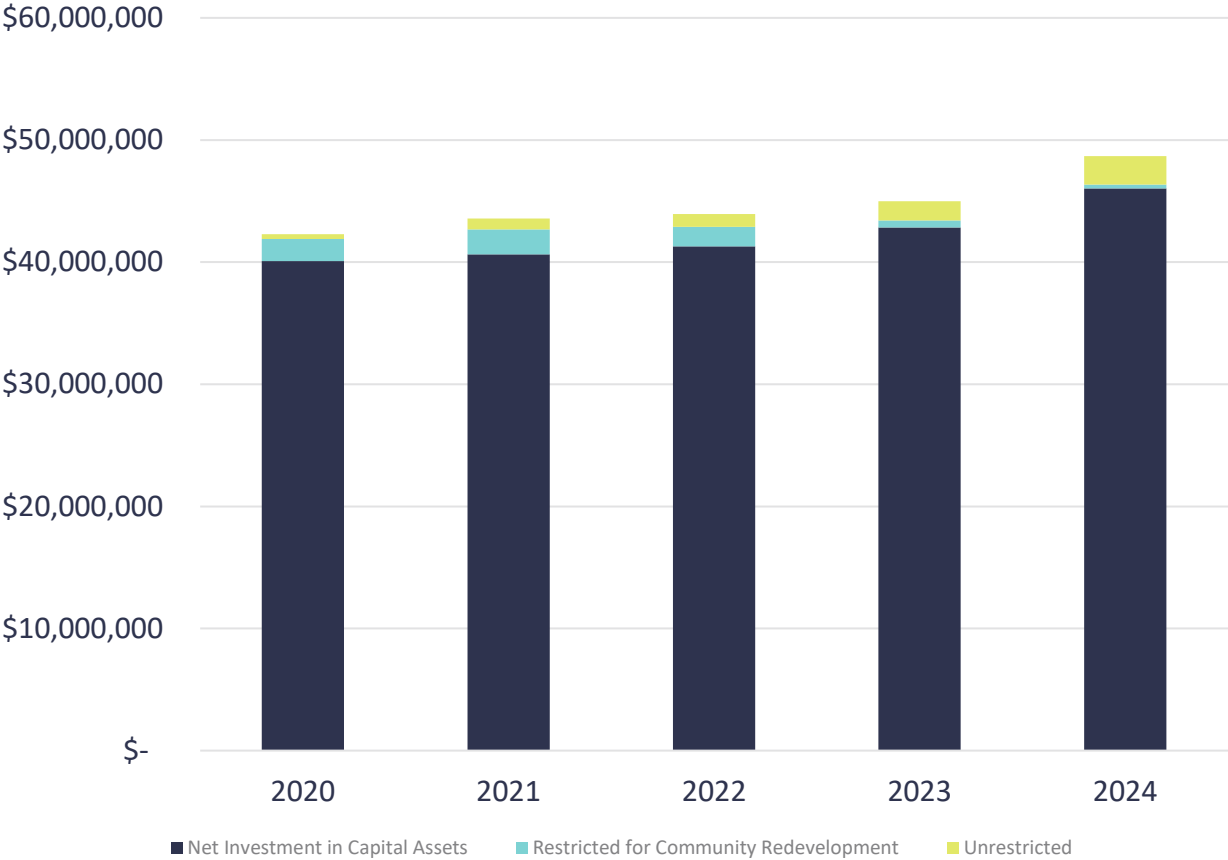
Years Ended September 30



\*Implemented GASB 87, Leases



# Net Position Composition



## Julie S. Fowler, CPA

Signing Director

Julie.Fowler@CLAconnect.com



CLAconnect.com



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