# *Sebring Airport Authority*
# *Board Meeting Agenda*
# *June 18, 2026*

**1:30 p.m.** **Hendricks Field Center**
**Sebring Airside Center**

1. **OPENING ITEMS**
   **Call to Order**
   **Pledge of Allegiance and Invocation**
   **Roll Call**
   **Announcements**

**Upcoming Meetings & Events**

| Date | Time | Meeting/Event | Location |
|---|---|---|---|
| 07/03/2026 | Executive Offices Closed – 4th of July | | |
| 07/16/2026 | 1:30pm | SAA/CRA Board Meeting | Hendricks Field Center |

2. **CONSENT AGENDA**
   a) Approve May 2026 Minutes and Invoices

3. **ACTION ITEMS**
   a) *Approve and Ratify the execution and delivery of:* Federal Aviation Administration (FAA) Infrastructure Investment and Jobs (IIJA) Airport Infrastructure Grant (AIG) – Taxiway Charlie(C) Reconstruction Design - $285,038.80; *and all action as taken by Airport Staff with respect thereto*
   b) Advanced Drainage Systems, Inc. – Commercial Lease Agreement - 7.83 acres for Outdoor Storage Space
   c) Florida Health Sciences, Inc. d/b/a/ Tampa General Hospital – Commercial Lease Agreement – Building 22 (Hangar B)
   d) Florida Health Sciences, Inc. d/b/a/ Tampa General Hospital – Commercial Lease Agreement – Building 22 (Apartment)
   e) RFP #26-01 Security Guard Services – Universal Protection Services LLC d/b/a Allied Universal Security Services Contract
   f) Resolution 26-07 Approving Budget Amendment S26-06

   **CONTINGENT ACTION ITEMS**

4. **MANAGEMENT REPORT**
   - Andrew Bennett
   - Mike Willingham – Team Spotlight

5. **BOARD OF DIRECTORS' BUSINESS**
   - Community Engagement & Outreach: Dr. Betsey Boughton, Director of Science, Program Director, Agroecology at the Archbold Biological Station

- Florida Association of Special Districts (FASD) Ethics Training

**6. CONCERNS OF THE PUBLIC**

**7. 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**
**May 21, 2026**

The Sebring Airport Authority Board of Directors held a scheduled Board Meeting on May 21,2026, at 1:30 p.m. in person and by telephone-technology conference call. A quorum was met with the following in attendance:

| | | |
|---|---|---|
| Stanley Wells | - | Chairman |
| D. Craig Johnson | - | Vice Chairman |
| Mark Andrews | - | Board Member |
| Pete McDevitt | - | Board Member |

Also

| | | |
|---|---|---|
| Mike Willingham | - | Executive Director |
| Andrew Bennett | - | Deputy Director |
| Colleen Plonsky | - | Director of Finance |
| Jami Olive | - | Airport Services Manager |
| Bob Swaine | - | Swaine, Harris & Wohl, P.A. |
| Rex Thompson | - | Allied Universal |
| Keira Medina | - | Avcon, Inc. (by Teams) |
| Eric Menger | - | Hanson Professional Services Inc |
| Heather Meyer | - | AtkinsRéalis |
| Lenard Carlisle | - | Community Member |
| Sanchia Gopie | - | CareerSource Heartland |
| Ruben Torres | - | Spring Valley USA |
| Chris Dunn | - | Spring Valley USA |
| David Leidel | - | Sebring City Council Liaison |

## 1. OPENING ITEMS

**A.** Meeting was called to order at 1:30 p.m. by Chairman Stanley Wells.

**B.** Bob Swaine led the Invocation and led the Pledge.

### C. Roll Call

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

### D. Election of Officers

Pete McDevitt made a motion to elect the following officers: D. Craig Johnson as Chairman, Carl Cool as Vice Chairman, Jason Dunkel as Secretary, and Mark Andrews as Assistant Secretary. There was a second by Mark Andrews to approve the officer elections as presented. Pete McDevitt made a motion to close the floor for the election of officers, with a second by D. Craig Johnson. The motion was passed unanimously with aye votes by Andrews, Cool, Johnson, McDevitt and Wells. The gavel was passed to new Chairman D. Craig Johnson.

**E.** **Announcements**

Chairman D. Craig Johnson read the announcements that were presented, which was, the Executive Offices will be closed on Monday, May 25th for the Memorial Holiday. He also stated the next board meeting will be held Thursday, June 18th at 1:30pm.

## 2. CONSENT AGENDA

**Approve the Consent Agenda:**

Chairman D. Craig Johnson asked if there was any public comment pertaining to the consent agenda items, with no comment asked. There was a motion by Pete McDevitt to approve the Consent Agenda with a second by Mark Andrews. The motion was passed with ayes from Andrews, Johnson, McDevitt, and Wells.

## 3. MISCELLANEOUS

No items were presented.

## 4. ACTION ITEMS

Chairman D. Craig Johnson asked if there was any public comment pertaining to the action items, with no comment asked.

**a.) Vogel Seed & Fertilizer, LLC. – Commercial Lease Agreement – Building 919**

This item was presented by Andrew Bennett. There was a motion by Pete McDevitt to approve the item as presented, with a second by Mark Andrews. The motion was passed with ayes from Andrews, Johnson, McDevitt, and Wells.

**b.)** ***Approve and Ratify the execution and delivery of:*** **MDM Services, Inc – Change Order #2 – Fuel Farm Improvement $11,717.35 – Increasing the contract amount from $787,492.55 to $799,209.90;** ***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 Pete McDevitt to approve the item as presented, with a second by Mark Andrews. The motion was passed with ayes from Andrews, Johnson, McDevitt, and Wells.

**c.)** ***Approve and Ratify the execution and delivery of:*** **Public Transportation Grant Agreement (FDOT) – Amendment #1 – Fuel Farm Improvement $10,001.00;** ***and all action as taken by Airport Staff with respect thereto***

This item was presented by Andrew Bennett. There was a motion by Pete McDevitt to approve the item as presented, with a second by Mark Andrews. The motion was passed with ayes from Andrews, Johnson, McDevitt, and Wells.

**d.) RFQ #26-02 Selection Committee Ranking – Airfield Stormwater Improvement Projects; Professional Construction Phase Contract Administration and Construction Engineering and Inspection Services**

This item was presented by Andrew Bennett. There was a motion by Stanley Wells to approve the item as presented, with a second by Pete McDevitt. The motion was passed with ayes from Andrews, Johnson, McDevitt, and Wells.

**e.) RFP #26-01 Selection Committee Ranking: Security Guard Services**
This item was presented by Andrew Bennett. There was a brief discussion. There was a motion by Pete McDevitt to approve the item as presented, with a second by Mark Andrews. The motion was passed with ayes from Andrews, Johnson, McDevitt, and Wells.

**f.) Resolution 26-06 Approving Budget Amendment S26-05**
This item was presented by Colleen Plonsky. There was a motion by Pete McDevitt to approve the item as presented, with a second by Mark Andrews. The motion was passed with ayes from Andrews, Johnson, McDevitt, and Wells.

## CONTINGENT ACTION ITEMS

No items were presented.

## 5. EXECUTIVE DIRECTOR'S REPORT

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

Deputy Director Bennett gave an update on a few of the ongoing projects at the airport. The Fuel Farm Improvement project is almost complete. The tanks are installed and are currently going through the soak test. The new catwalk system has been installed. The new fuel product, Swift Fuels 100R unleaded avgas, has arrived and this is replacing the UL94 fuel. We cannot sell it as of yet, it has received an STC approval for Approved Model Engines, but we are awaiting approval for the airplane platforms and air frames.

Deputy Director Bennett attended Florida's Inaugural AAM Symposium at Embry-Riddle with FDOT on May $11^{th}$ & $12^{th}$ and spoke on a panel with Will Watts, FDOT Chief Operations Officer and Assistant Secretary, and Alex Kelly, Secretary for Florida Commerce. It was a great opportunity to discuss our AAM project.

The Taxiway Delta project paving has been delayed until next week. The contractor worked on leveling and sod installation; they are ahead of schedule. There have been 800 trucks of crushed concrete removed from that project.

Taxiway Alpha has been bid, and the engineer of record is tabulating the award recommendation. The grant application is in the process of being submitted.

Taxiway Charlie pre-application grant has been submitted for Reconstruction Design Project. The area was shown to the board on google earth for reference. All the old concrete will be removed and replaced with a 35' wide taxiway.

The board was also updated on the operation activities for the calendar year. There was an update on staff, all positions are currently filled.

## 6. DIRECTOR'S BUSINESS

Chairman Johnson asked for nominations for the board seat from the resignation of Terrill Morris. Board member Pete McDevitt made a motion to nominate Lenard Carlisle and Gary Germaine for the seat now held by Terrill Morris, with a second by Mark Andrews. Pete McDevitt made a motion for the nominations to be closed, with a second from Mark Andrews. The motion was passed with aye votes by Andrews, Johnson, McDevitt, and Wells.

Chairman Johnson reminded everyone that Form 1 is due by July 1st which is an online submittal, and Form 9 is due by June 30th and to complete their FASD Ethics training.

Deputy Director Andrew Bennett introduced the new City of Sebring Liaison, David Leidel, to the board members.

## 7. CONCERNS OF THE PUBLIC

No items were presented.

## 8. ADJOURNMENT

Chairman adjourned meeting at 1:47 pm.

Mike Willingham, Executive Director

June 18, 2026

Approved by Board

**May 2026 Paid List**

| Date | SAA/FBO Paid Invoices | Amount | Description |
|---|---|---|---|
| 5/4/2026 | Ascent Aviation Group | $42,098.01 | FBO: Jet-A Fuel @ KSEF |
| 5/4/2026 | Sage Payment Solutions | $4,497.24 | SAA: Paya Exchange Credit Card Fees April 2026 |
| 5/5/2026 | Atkins North America, Inc. | $64,331.00 | SAA: March 2026 Webster Turn CEI - Grant Reimbursed |
| 5/5/2026 | Bella Villa 31 | $2,980.00 | SAA/FBO: April 2026 Cleaning of Terminal Building, Hangar Restrooms |
| 5/5/2026 | Eric T. Zwayer Tax Collector | $322.70 | SAA: Annual Registration Renewal for Airport Vehicles |
| 5/5/2026 | C & C Plumbing, Inc. | $175.50 | SAA: Service Call - Terminal Building - Urinal Not Flushing, Replaced Diaphragm Kit in the Flush Valve |
| 5/5/2026 | Carrier Corporation | $1,886.13 | SAA: A/C Service Call Terminal Building - Replaced High Pressure Switch |
| 5/5/2026 | Cintas | $224.56 | SAA/FBO: Weekly Services - Mats, Soap, GermX, Urinal Mats, Sanis Screen |
| 5/5/2026 | Cintas | $138.00 | SAA/FBO: Monthly Agreement for AED System |
| 5/5/2026 | Coastal MRO | $54.50 | SAA: Pre-Employment Drug Screen |
| 5/5/2026 | Federal Express Corporation | $22.79 | SAA: Express Shipping Charges |
| 5/5/2026 | Heartland Spring Water, Inc. | $355.00 | SAA/FBO: Delivery of 35 Cases of Bottled Spring Water |
| 5/5/2026 | Jack's Lawn Service | $3,025.00 | SAA: Clean-up of Frost Damaged Bushes/Trees/Plants, 3 Loads to Landfill |
| 5/5/2026 | Rapid Systems | $143.95 | SAA/FBO: April 2026 Monthly Internet for Control Tower |
| 5/7/2026 | Dustin Dennis | $425.00 | SAA/FBO: Detailing of Airport Vehicles |
| 5/8/2026 | Ascent Aviation Group | $39,872.35 | FBO: 100LL AvGas @ KSEF |
| 5/8/2026 | SWK Technologies, Inc. | $525.00 | SAA: Monthly Fee for Sage 100 Secure Cloud Services |
| 5/11/2026 | Ascent Aviation Group | $40,257.20 | FBO: Jet-A Fuel @ KSEF, Credit Card Equipment Monthly Warranty & Communication Fees |
| 5/12/2026 | Cintas | $479.45 | SAA/FBO: Weekly Services - Mats, Soap, GermX, Urinal Mats, Sanis Screen, Monthly Service - 3x5 Red Carpet Cleaning (6) |
| 5/12/2026 | Lumen | $1,227.84 | SAA/FBO: May 2026 Fiber Optic Service |
| 5/12/2026 | Copy Life Inc | $438.30 | SAA/FBO: April 2026 Monthly Contract and Copies |
| 5/12/2026 | Jennifer King | $150.00 | SAA: Interview/Creation of PR Article for Director of Finance |
| 5/12/2026 | Mid Florida Material Handling, Inc. | $826.32 | SAA: Metal Shelving - Maintenance Use/Storage |
| 5/12/2026 | The News Sun | $442.80 | SAA: Ad/Publications - 2025 Annual Financial Report; Invitation to Bid 26-04 Taxiway A Rehab |
| 5/12/2026 | Paul C Valladares Jr | $270.00 | SAA/FBO: May 2026 Plant Services |
| 5/12/2026 | SWK Technologies, Inc. | $2,500.00 | SAA: SWK/Sage 100 Annual Support Plan 06/08/2026 thru 06/07/2027 |
| 5/14/2026 | Pitney Bowes Global Financial | $500.00 | SAA: Prepaid Postage Replenishment |
| 5/18/2026 | Ascent Aviation Group | $37,114.86 | FBO: Jet-A Fuel @ KSEF |
| 5/19/2026 | Cintas Corporation No. 2 dba | $157.88 | FBO: First Aid Cabinet Replenishment |
| 5/19/2026 | Mosaix Software Inc. | $1,315.00 | FBO: AvMan Series Software June 2026 |
| 5/19/2026 | Air & Electrical Services, Inc | $213.50 | SAA: Service Call - Fuel Farm: Checked Wiring, Connected New Pump to Controller then Tested Operations |
| 5/19/2026 | Big Messages LLC | $177.89 | SAA/FBO: After Hours Telephone Answering Service - June 2026 |
| 5/19/2026 | Cintas | $249.88 | SAA/FBO: Weekly Services - Mats, Soap, GermX, Urinal Mats, Sanis Screen |
| 5/19/2026 | CliftonLarsonAllen | $539.58 | SAA: Monthly Lease & SBITA Software Fees |
| 5/19/2026 | Coastal MRO | $54.50 | FBO: Employee Random Drug Screening |
| 5/19/2026 | Crosson & Payne Tree Service | $10,400.00 | SAA: Removal of 40 Pine Trees along Webster Turn & Adjacent to Buildings 916-919 |
| 5/19/2026 | D&D Garage Doors of Sebring, Inc. | $299.00 | SAA: Service Call - Gate 23 |
| 5/19/2026 | Department of Management Svcs. | $338.29 | SAA/FBO: April 2026 Audio/Long Distance |
| 5/19/2026 | Verizon Wireless | $1,222.29 | SAA/FBO: Monthly Mobile Service April 2026 |
| 5/21/2026 | Ascent Aviation Group | $1,090.00 | FBO: Jet-A Fuel Additive Drum @ KSEF |
| 5/22/2026 | E.O. Koch Construction Co. | $303,035.75 | SAA: March 2026 SEF Taxiway D Design & Construction - Grant Reimbursed |
| 5/26/2026 | Gibson Aviation Services Inc. | $15,191.42 | FBO: Performed Meter Calibrations and Filter Changes on All Trucks and Self-Serve Pumps at KSEF and APBR. Included Equipment, Parts, Service Call, and Mileage |
| 5/26/2026 | Swift Fuels, LLC | $43,864.70 | FBO: 100R AvGas @ KSEF |
| 5/26/2026 | Atkins North America, Inc. | $8,073.00 | SAA: April 2026 KSEF Taxiway A Rehab/Design - Grant Reimbursed |
| 5/26/2026 | Clyde Johnson Contracting & Roofing, Inc. | $1,640.00 | SAA: Service Call - Electrical Repairs to Emergency Lights in Buildings 916 & 917 |
| 5/26/2026 | Bella Villa 31 | $2,384.00 | SAA/FBO: May 2026 Cleaning of Terminal Building, Hangar Restrooms |
| 5/26/2026 | Cintas | $249.88 | SAA/FBO: Weekly Services - Mats, Soap, GermX, Urinal Mats, Sanis Screen |
| 5/26/2026 | Federal Express Corporation | $18.33 | SAA: Express Shipping Charges |
| 5/26/2026 | Florida Waste Solutions LLC | $1,202.16 | SAA/FBO: Monthly Waste Collection Service |
| 5/26/2026 | Hicks Oil Co., Inc. | $3,843.55 | SAA/FBO: Diesel Fuel Purchased for KSEF |

## May 2026 Paid List

| Date | SAA/FBO Paid Invoices | Amount | Description |
|---|---|---|---|
| 5/26/2026 | Leaf Capital Funding, LLC | $629.53 | SAA/FBO: Lease of Copy Machines / Printers |
| 5/26/2026 | RS&H, Inc | $36,080.00 | SAA: Professional Services - SEF Fire Safety Inspections for 12 Hours of Sebring Races 2026, SEF General Services Related to Stormwater Drainage Planning |
| 5/26/2026 | TechHouse:Intergrated | $3,111.40 | SAA/FBO: Monthly Recurring Software Fees, General IT Support - Malware System Scan, SharePoint Errors, New User Set-Up |
| 5/27/2026 | Ascent Aviation Group | $37,331.68 | FBO: Jet-A Fuel @ KSEF |
| 5/27/2026 | Sage Software Inc. | $4,875.00 | SAA: Annual Subscription Renewal - Gold Business Plan for Sage 100 |
| 5/29/2026 | Ascent Aviation Group | $37,218.28 | FBO: Jet-A Fuel @ KSEF |
| | **Total Paid:** | **$760,089.99** | |

# May 2026 P-Cards

| Purchase Date | Vendor Name | Amount | Description |
|---|---|---|---|
| 5/4/2026 | RACEWAY 994 | $78.00 | SAA/FBO: Fuel in Maintenance Truck |
| 5/5/2026 | WAWA 5373 | $67.56 | SAA: Fuel in Operations Vehicle |
| 5/5/2026 | STARLINK INTERNET | $530.00 | SAA/FBO: Monthly Back-up Satellite Internet Service |
| 5/5/2026 | Google YouTube TV | $94.25 | SAA: Monthly Subscription for Terminal Building Waiting Area |
| 5/5/2026 | AMAZON MKTPL BJ9XW8ME0 | $38.18 | SAA: Computer Accessories: Wireless Trackball Mouse |
| 5/6/2026 | WAWA 5370 | $93.00 | FBO: Fuel in Courtesy Vehicle |
| 5/6/2026 | WAL-MART #0666 | $157.55 | FBO: Coffee Station Replenishment: Gatorade, Water Bottles for Line Staff |
| 5/6/2026 | LOOPNET | $198.00 | SAA: Online Realty Listing Service Company |
| 5/7/2026 | IN ICL CALIBRATION LABOR | $804.72 | FBO: Professional Services/Maintenance - Hydrometer Yearly Recalibration |
| 5/7/2026 | SQ ORGANICALLY LOCAL | $111.94 | SAA: Orientation Luncheon for Executive Team and City Council Liaison |
| 5/7/2026 | AMAZON MKTPL BF2LT3GX2 | $405.71 | FBO: Coffee Station Replenishment: Coffee, Creamer, Mints, Paper Towels |
| 5/8/2026 | ASTM FEES/PUBLICATIONS | $176.00 | FBO: Publications/Books: Jet Fueling Standard Updates for Military Operations @ APBR (Published by ATSM = Advancing Standards Transforming Markets) |
| 5/9/2026 | Adobe Inc | $269.84 | SAA: Monthly Software Subscriptions |
| 5/10/2026 | WAWA 5253 | $78.25 | SAA: Fuel in Operations Vehicle |
| 5/12/2026 | RACEWAY 994 | $94.00 | SAA/FBO: Fuel in Maintenance Truck |
| 5/12/2026 | RENAISSANCE DAYTONA BE | $76.35 | SAA: Hotel for Deputy Director to attend FDOT AAM Symposium as Panelist/ Guest Speaker |
| 5/12/2026 | TST OVATION BISTRO - DAV | $35.64 | SAA: Travel Expense - FDOT AAM Symposium |
| 5/13/2026 | WAWA 5373 | $69.18 | SAA: Fuel in Operations Vehicle |
| 5/13/2026 | CIRCLE K 07515 | $33.00 | FBO: Fuel in Courtesy Vehicle |
| 5/13/2026 | CIRCLE K 07515 | $39.02 | FBO: Fuel in Courtesy Vehicle |
| 5/13/2026 | TRTAX & ACCTG-PROFE | $326.00 | SAA: Monthly Subscription Fixed Asset Software |
| 5/14/2026 | AMAZON MKTPL BV5RU3I70 | $34.98 | FBO: Coffee Station Replenishment: Splenda; Mints |
| 5/15/2026 | WALMART.COM | $278.00 | SAA: Computer Accessories: Two New Monitors |
| 5/16/2026 | WALMART.COM 8009256278 | $45.32 | SAA: Computer Accessories: DisplayPort to HDMI Adapters (4) |
| 5/17/2026 | OPENAI CHATGPT SUBSCR | $200.00 | SAA: Professional Monthly AI Software Subscription |
| 5/18/2026 | WAWA 5370 | $120.01 | SAA/FBO: Fuel in Maintenance Truck |
| 5/19/2026 | AMAZON MKTPL 4J2AE64I3 | $39.99 | FBO: Wireless Transmitter for Lobby/Waiting Area TV |
| 5/20/2026 | AMAZON MKTPL 1052K3WH3 | $143.98 | SAA: Collapsible Utility Cart with Wheels |
| 5/20/2026 | CIRCLE K 07515 | $109.11 | SAA: Fuel in Operations Vehicle |
| 5/21/2026 | WAWA 5373 | $73.30 | SAA: Fuel in Operations Vehicle |
| 5/21/2026 | PANERA BREAD #601259 O | $190.16 | SAA: Collaboration Luncheon with SAA Executive Team, City of Sebring, and Highlands County Leadership |
| 5/21/2026 | CIRCLE K 07515 | $75.00 | SAA/FBO: Fuel in Maintenance Truck |
| 5/21/2026 | AAIM - SERVICES | $199.00 | SAA: Training Webinar: Human Resources Certification Hours |
| 5/22/2026 | AMAZON MKTPL XQ8GD8O83 | $149.90 | FBO: Coffee Station Replenishment: Coffee Packets |
| 5/22/2026 | AMAZON MKTPL 8R2BB0QH3 | $359.98 | SAA: Purchase of Two Industrial Fans for Maintenance - Building 735 |
| 5/22/2026 | THE HOME DEPOT #6340 | $59.00 | SAA: Replacement Sink Faucet in Terminal Bathroom |
| 5/22/2026 | AMAZON MKTPL G71ML8723 | $24.95 | SAA: Protective Laptop Cover |
| 5/22/2026 | TRAINHR | $199.00 | SAA: Training Webinar - Claude AI for CPA's and Finance Professionals |
| 5/24/2026 | AMAZON MKTPL 2C41P1KV3 | $37.06 | FBO: Coffee Station Replenishment: Sugar Packets |
| 5/24/2026 | VBS VONAGE BUSINESS | $449.63 | SAA/FBO: Monthly Phone Services |
| 5/26/2026 | HARBOR FREIGHT TOOLS 538 | $93.97 | FBO: Maintenance Transfer Pump at Fuel Farm |
| 5/26/2026 | W & W LMB LAKE PLACID | $57.98 | SAA: Rubber Boots for Stormwater Sewer Project |
| 5/27/2026 | NAPA AUTO PARTS SEBRING | $32.94 | FBO: Windshield Fluid for Courtesy Vehicles |
| 5/27/2026 | WAWA 5370 | $50.15 | FBO: Fuel in Courtesy Vehicle |
| 5/27/2026 | EXXON LAMOSS INC. | $110.18 | FBO: Fuel in Courtesy Vehicle and Golf Carts |
| 5/27/2026 | CIRCLE K 07515 | $103.19 | SAA/FBO: Fuel in Maintenance Truck |
| 5/27/2026 | WAWA 5370 | $100.00 | SAA: Fuel in Operations Vehicle |
| 5/28/2026 | AMAZON MKTPL SS1NG6PY3 | $21.99 | FBO: On-the-Go Powdered Drink Mix for Staff (Line Tech) |

# May 2026 P-Cards

| Purchase Date | Vendor Name | Amount | Description |
|---|---|---|---|
| 5/29/2026 | AMAZON MKTPL AN2CI8X43 | $230.81 | FBO: Coffee Station Replenishment: Honey Sticks, Disposable Cups, Drink Mix, Mints. FBO Restock: Paper Plates, Paper Towels, Plastic Cutlery, Ice Pops for Line Techs |
| 5/29/2026 | Mailchimp | $26.50 | SAA: Email Marketing Tool |
| 6/1/2026 | NIC -DEP FDEP PAYMENT | $250.00 | SAA: Annual Fuel Storage Tanks Placard Registration (FL Department of Environmental Protection) |
| 6/1/2026 | WWW.EBRIDGE.COM | $175.00 | SAA: Monthly Fee for Record Retention |
| 6/2/2026 | PAYPAL CUPPRINTLLC | $597.21 | FBO: Purchase of Coffee Cups Printed with SAA Logo |
| 6/2/2026 | WAWA 5373 | $59.46 | SAA: Fuel in Operations Vehicle |
| 6/4/2026 | AMAZON MKTPL SE3AM9G73 | $45.58 | SAA: Purchased Green Privacy Screening Fabric (For Fence Enclosing Dumpster) |
| | **Total:** | **$8,519.52** | |

**Accounts Payable Aged Invoice Report**
**Open Invoices - Aged by Invoice Date - As of 06/09/2026**
**Sebring Airport Authority (SAA)**

| Vendor Number/ Invoice Number | Invoice Date | Due Date | Invoice Balance | Current | 30 Days | 60 Days | 90 Days | 120 Days | |
|---|---|---|---|---|---|---|---|---|---|
| **BRYANT Bryant Miller Olive P.A.** | | | | | | | | | |
| 88296 | 6/1/2026 | 7/1/2026 | $50.00 | $50.00 | $0.00 | $0.00 | $0.00 | $0.00 | SAA: May 2026 Legal Services SLID Stormwater Treatment |
| | **Vendor BRYANT Totals:** | | $50.00 | $50.00 | $0.00 | $0.00 | $0.00 | $0.00 | |
| **DIANARI Diana Ries Designs, Inc.** | | | | | | | | | |
| 14924-MAY | 5/31/2026 | 5/31/2026 | $1,387.00 | $1,387.00 | $0.00 | $0.00 | $0.00 | $0.00 | SAA: May 2026 Website Updates, Social Media Advertising & Updates, Marketing Programs |
| | **Vendor DIANARI Totals:** | | $1,387.00 | $1,387.00 | $0.00 | $0.00 | $0.00 | $0.00 | |
| **JACKS Jack's Lawn Service** | | | | | | | | | |
| 2596 JUNE | 6/1/2026 | 7/1/2026 | $8,325.00 | $8,325.00 | $0.00 | $0.00 | $0.00 | $0.00 | SAA: June Lawn & Landscape Care |
| 2598 BLDG 735 | 6/1/2026 | 7/1/2026 | $150.00 | $150.00 | $0.00 | $0.00 | $0.00 | $0.00 | SAA: June Lawn Care Diversified CPC |
| 2599 DIVERS | 6/1/2026 | 7/1/2026 | $425.00 | $425.00 | $0.00 | $0.00 | $0.00 | $0.00 | SAA: June Lawn Care Building 735 |
| | **Vendor JACKS Totals:** | | $8,900.00 | $8,900.00 | $0.00 | $0.00 | $0.00 | $0.00 | |
| **SWAINE Swaine, Harris & Wohl, P.A.** | | | | | | | | | |
| 169513-OC | 5/31/2026 | 6/30/2026 | $3,058.98 | $3,058.98 | $0.00 | $0.00 | $0.00 | $0.00 | SAA: May 2026 Legal Services - General On-Call Services |
| 169514-SLID | 5/31/2026 | 6/30/2026 | $100.00 | $100.00 | $0.00 | $0.00 | $0.00 | $0.00 | SAA: May 2026 Legal Services - SLID |
| | **Vendor SWAINE Totals:** | | $3,158.98 | $3,158.98 | $0.00 | $0.00 | $0.00 | $0.00 | |
| | **Report Totals:** | | $13,495.98 | $13,495.98 | $0.00 | $0.00 | $0.00 | $0.00 | |

**Accounts Payable Aged Invoice Report**
**Open Invoices - Aged by Invoice Date - As of 6/9/2026**
**Sebring Airport Authority (FBO)**

| Vendor Number/ Invoice Number | Invoice Date | Due Date | Invoice Balance | Current | 30 Days | 60 Days | 90 Days | 120 Days | |
|---|---|---|---|---|---|---|---|---|---|
| **ASCENT Ascent Aviation Group** | | | | | | | | | |
| 1198618 | 5/1/2026 | 6/13/2026 | $36,915.42 | $0.00 | $36,915.42 | $0.00 | $0.00 | $0.00 | FBO: Jet-A Fuel @ APBR |
| 1202706 | 5/19/2026 | 7/3/2026 | $36,596.58 | $36,596.58 | $0.00 | $0.00 | $0.00 | $0.00 | FBO: Jet-A Fuel @ APBR |
| 1205993 | 6/1/2026 | 6/20/2026 | $44,166.72 | $44,166.72 | $0.00 | $0.00 | $0.00 | $0.00 | FBO: 100LL AvGas @ KSEF |
| 1207747 | 6/7/2026 | 6/27/2026 | $31,286.06 | $31,286.06 | $0.00 | $0.00 | $0.00 | $0.00 | FBO: Jet-A Fuel @ KSEF |
| M340541 | 6/1/2026 | 6/11/2026 | $46.00 | $46.00 | $0.00 | $0.00 | $0.00 | $0.00 | FBO: Credit Card Equipment Warranty & Communication Fee |
| | **Vendor ASCENT Totals:** | | $149,010.78 | $112,095.36 | $36,915.42 | $0.00 | $0.00 | $0.00 | |
| | **Report Totals:** | | $149,010.78 | $112,095.36 | $36,915.42 | $0.00 | $0.00 | $0.00 | |

# Sebring Airport Authority
# Agenda Item Summary

**Meeting Date:** June 18, 2026

**Presenter:** Andrew Bennett

**Agenda Item:** Federal Aviation Administration (FAA) Fiscal Year 2026 – Grant Award - Infrastructure Investment and Jobs Act (IIJA) Airport Infrastructure Grant (AIG) Project No. 3-12-0072-039-2026.

**Background:** The Airport Authority management team has received $285,038.80 in FAA Infrastructure Investment and Jobs Act (IIJA) Airport Infrastructure Grant (AIG) funding. Airport Authority staff submitted a grant application on May 15, 2026 requesting FAA Airport Infrastructure Grant funding for the design of the Taxiway C Reconstruction project. Taxiway C is the original full-width concrete taxiway at Sebring Regional Airport, dating back to the original World War II airfield construction. The grant application states that the 2021 FDOT Pavement Condition Index report rated Taxiway C at 15 out of 100, identified as “serious” condition.

The design work includes full-depth pavement removal and replacement, design of a new 4-inch asphalt pavement section, LED taxiway edge lighting, updated pavement markings, and fillet geometry conforming to current FAA standards for B-II aircraft. The project also includes demolition of excess pavement between Taxiway C and Runway 01/19 to reduce runway incursion risk and design of a new Taxiway B3 connector to serve as a 90-degree crossover between planned Taxiway B and Runway 01/19.

The total design-phase project cost is $344,500, which includes $285,038 in FAA AIG funding and $59,462 requested from FDOT.

**Recommended Action**: Approve and ratify the execution and delivery of FAA Infrastructure Investment and Jobs Act (IIJA) Airport Infrastructure Grant (AIG) award of $285,038.80; and all action as taken by Airport Staff with respect thereto.

**Board Action:**

Approved __X____

Denied _______

Tabled _______

**U.S. Department of Transportation Federal Aviation Administration**

**Orlando Airports District Office:**
**8427 South Park Circle, Suite 524**
**Orlando, FL 32819**

June 10, 2026

Mike Willingham
Executive Director
Sebring Airport Authority
128 Authority Lane
Sebring, FL 32870

Dear Mr. Willingham:

The Grant Offer for Infrastructure Investment and Jobs Act (IIJA) Project No. 3-12-0072-039-2026 at Sebring Regional Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the Grant Offer carefully.

**You may not make any modification to the text, terms or conditions of the Grant Offer.**

***Steps You Must Take to Enter Into Agreement.***

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the **grant, i.e., the person signing the document must be the sponsor's authorized representative(s)** (hereinafter **"authorized representative").**
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the **sponsor's attorney(s)** will automatically receive an email notification.
4. On the **same day or after the authorized representative has signed the grant, the sponsor's** attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-**sponsors, the authorized representative(s) and sponsor's attorney(s) must follow** the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **July 10, 2026**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

***Payment.*** Subject to the requirements in 2 CFR § 200.305 (federal payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this system.

***Project Timing.*** The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date four (4) years from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. **Your grant may be placed in "inactive" status if you do not** make draws on a regular basis, which will affect your ability to receive future Grant Offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

***Reporting.*** Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each federal fiscal quarter.

***Audit Requirements.*** As a condition of receiving federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-federal entities that expend $1,000,000 or more in federal awards to conduct a single or program specific audit for that year. Note that this includes federal expenditures made under other federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

***Closeout.*** Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

***FAA Contact Information.*** William Farris, (407) 487-7232, bill.farris@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Juan C. Brown (06/10/2026 13:47:48 EDT)

Juan C. Brown
Manager

**U.S. Department of Transportation Federal Aviation Administration**

**FEDERAL AVIATION ADMINISTRATION**

**FY 2026**

**AIRPORT INFRASTRUCTURE GRANT (AIG) GRANT AGREEMENT**

**Part I - Offer**

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| | |
|---|---|
| Federal Award Offer Date | June 10, 2026 |
| Airport/Planning Area | Sebring Regional Airport |
| Airport Grant Number | 3-12-0072-039-2026 |
| Unique Entity Identifier | HYANYE4BN1Z4 |

TO: Sebring Airport Authority

**(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)**

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

**WHEREAS**, the sponsor has submitted to the FAA a Project Application dated May 15, 2026, for a grant of federal funds for a project at or associated with the Sebring Regional Airport, which is included as part of this Grant Agreement; and

**WHEREAS**, the FAA has approved a project for the Sebring Regional Airport **(herein called the "Project")** consisting of the following:

Reconstruct Taxiway C (836 feet), Construct Taxiway B (404 feet), and Construct Connector Taxiway B3 (350 feet) - Design Phase

which is more fully described in the Project Application.

**NOW THEREFORE**, Pursuant to and for the purpose of carrying out Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq. and 48103; Consolidated Appropriations Act, 2024 (Public Law Number (P.L.) 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); Infrastructure Investment and Jobs Act of 2021 (IIJA) (P.L. 117-58) (as applicable); and the representations contained in **the Project Application; and in consideration of: (a) the sponsor's** adoption and ratification of the most **recently published Grant Assurances; (b) the sponsor's acceptance of this offer; and (c) the benefits to** accrue to the United States and the public from the accomplishment of the project, and compliance with the Grant Assurance and conditions as herein provided;

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (95) % of the allowable costs incurred accomplishing the Project as the United States' share of the Project.**

**Assistance Listings Number(s):** 20.117**.**

**This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS**:

**CONDITIONS**

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $285,038.80.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 USC § 47108(b):
   $0 for planning
   $285,038.80 for airport development or noise program implementation; and,
   $0 for land acquisition.

2. **Grant Performance.** This agreement is subject to the following federal award requirements:

   a. Period of Performance:

      i. Start Date: The date the recipient formally accepts this agreement and the date signed by the last signatory to the agreement.

      ii. End Date: Four (4) years to the calendar day from the date of acceptance.

      iii. Extension of the Period of Performance (PoP): The recipient may request a one-time extension of up to one year after the PoP end date by submitting a request to the FAA. The request must include, at a minimum, supporting justification for the request and the amount of additional time requested. The request must be submitted at least 10 calendar days before the PoP end date. This one-time extension may not be exercised for the sole purpose of using unobligated balances.

   The PoP end date, or any extension as approved by FAA, shall not affect, relieve, or reduce recipient obligations and assurances that extend beyond the closeout of this agreement.

   b. Budget Period:

      i. For a single year grant offer, the budget period follows the same start and end date as the PoP provided in paragraph 2(a), and any extension of the PoP end date.

ii. For a multi-year grant offer, per the authority provided in 49 USC § 47108 and § 47114, the budget period is from the initial PoP start date through the end of the final fiscal year identified on a multi-year grant offer (See Multi-Year Grant Special Condition, if applicable).

c. Appropriation Period of Availability and Expenditure:

i. The FAA must obligate appropriated funds within the period of availability identified in the appropriation.

ii. In accordance with 31 USC § 1552, by September 30th of the fifth fiscal year after the period of availability, FAA must liquidate and close expired appropriations, and any remaining balance (whether obligated or unobligated) must be canceled and thereafter shall not be available for obligation or expenditure for any purpose.

iii. IIJA and Supplemental AIP funding are subject to this condition.

d. Close Out:

Recipients shall begin the closeout process upon physical completion of the project(s) identified in this agreement. Closeout shall proceed expeditiously and without delay, even if the PoP end date has not been reached. In accordance with 2 Code of Federal Regulations (CFR) 200, unless the FAA authorizes a written extension, the recipient must submit all grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the PoP end date. If the recipient does not submit all required closeout documentation within this period, the FAA will proceed to close out the grant within one year of the PoP end date with the information available at the end of 120 days.

e. Termination:

The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occur:

i. The recipient fails to comply with the terms and conditions of this agreement;

ii. The recipient fails to obtain or provide any recipient grant contribution as required by the agreement;

iii. There is a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the recipient;

iv. Any project changes that the FAA determines are **inconsistent with the FAA's basis for** selecting the project to receive a grant;

v. Continued grant payment inactivity, generally defined as no drawdowns over a 12-month period;

vi. The recipient requests that the FAA terminate the agreement under this section; or

vii. The FAA determines that termination of this agreement is in the public interest.

In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

3. **Ineligible or Unallowable Costs.** In accordance with 49 USC § 47110, the sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing

policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.

4. **Indirect Costs - Sponsor.** The sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application, as accepted by the FAA, to allowable costs for sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs. The United States' share of allowable project costs will** be made in accordance with 49 USC § 47109, the regulations, policies, and procedures of the **Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project** costs, and settlement will be made for any upward or downward adjustments to the federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The sponsor must carry out and complete the project without undue delay, and in accordance with this agreement, 49 USC Chapters 471 and 475, IIJA (P.L. 117-58) (as appropriate), and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months, or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The sponsor also agrees to comply with the grant assurances, which are part of this agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project(s) unless this offer has been accepted by the sponsor on or before July 10, 2026, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds and Mandatory Disclosure.**

   a. The sponsor must take all steps, including litigation, if necessary, to recover federal funds spent fraudulently, wastefully, or in violation of federal antitrust statutes, or misused in any other manner for any project upon which federal funds have been expended. For the purposes of this grant a**greement, the term "federal funds" means** funds however used or dispersed by the sponsor, that were originally paid pursuant to this or any other federal grant agreement. The sponsor must obtain the approval of the Secretary as to any determination of the amount of the federal share of such funds. The sponsor must return the recovered federal share, including funds recovered by settlement, order, or judgment, to the Secretary. Upon request, the sponsor must furnish to the Secretary all documents and records pertaining to the determination of the amount of the federal share, or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the sponsor, in court or otherwise, involving the recovery of such federal share require advance approval by the Secretary.

   b. The sponsor, a recipient, and a subrecipient under this federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

    a. Requirement for System for Award Management (SAM): Unless the sponsor is exempted from this requirement under 2 CFR § 25.110, the sponsor must maintain the currency of its information in the SAM until the sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

    b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit, or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the sponsor by $25,000 or five percent, whichever is greater, the FAA can issue a letter amendment to the sponsor unilaterally reducing the maximum obligation.

    The FAA can also issue a letter to the sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun, provided it w**ill not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1,** Maximum Obligation.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous, and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Environmental Standards.** The sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 USC § 50101, the sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this grant.

17. **Build America, Buy America.** The sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 USC § 47108(b)(2), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this grant:

    a. May not be increased for a planning project;

    b. May be increased by not more than 15 percent for development projects, if funds are available;

    c. May be increased by not more than the greater of the following for a land project, if funds are available:

        i. 15 percent; or

        ii. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

    If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 USC § 47109, or IIJA (P.L. 17-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

    PUBLIC SPONSORS. The sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The sponsor must submit the audit reporting package to the **Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at** http://harvester.census.gov/facweb/. Upon request of the FAA, the sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $1,000,000 in federal awards and are exempt from federal audit requirements must make records available for review or audit by the appropriate federal agency officials, state, and Government Accountability Office. The FAA and other appropriate federal agencies may request additional information to meet all federal audit requirements.

20. **Suspension or Debarment. When entering into a "covered transaction"** as defined by 2 CFR § 180.200, the sponsor must:

    a. Verify the non-federal entity is eligible to participate in this federal program by:

        i. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-federal entity is excluded or disqualified; or

        ii. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or

        iii. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

    b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

c. Immediately disclose in writing to the FAA whenever (1) the sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the public sponsor suspends or debars a contractor, person, or entity.

**21. <u>Ban on Texting While Driving</u>.**

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the sponsor is encouraged to:

   i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal Government, including work relating to a grant or subgrant.

   ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

      a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
      b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

f. The sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this grant.

**22. <u>Trafficking in Persons</u>.**

a. *Posting of contact information.*

   i. The sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

b. *Provisions applicable to a sponsor that is a private entity.*

   i. Under this grant, the sponsor, its employees, subrecipients under this grant, and **subrecipient's employees must not engage in:**

      a) Severe forms of trafficking in persons;

      b) The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;

      c) The use of forced labor in the performance of this grant; or any subaward; or

      d) Acts that directly support or advance trafficking in persons, including the following acts:

         1. Destroying, concealing, removing, confiscating, or otherwise denying an **employee access to that employee's identity or immigration documents;**

         2. Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

a. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or

b. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;

3. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;

4. Charging recruited employees a placement or recruitment fee; or

5. Providing or arranging housing that fails to **meet the host country's housing and** safety standards.

ii. The FAA may unilaterally terminate this grant or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if any private entity under this grant:

a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant; or

b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:

1. Associated with the performance under this grant; or
2. Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are **provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by** the FAA at 2 CFR Part 1200.

c. *Provisions applicable to a sponsor other than a private entity.*

i. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if subrecipient is a private entity under this grant:

a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant or

b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:

1. Associated with the performance under this grant; or

2. Imputed to the sponsor or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Pa**rt 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by** the FAA at 2 CFR Part 1200.

*d. Provisions applicable to any sponsor or subrecipient.*

i. The sponsor or subrecipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph 2.a. (PoP) of this grant.

ii. **The FAA's right to unilaterally terminate this** grant as described in paragraphs 2.b. (Budget Period) or 3.a. (Close Out and Termination) of this grant, implements the requirements of 22 USC Chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this grant.

iii. The sponsor must include the requirements of paragraph 2.a. (PoP) of this grant award term in any subaward it makes to a private entity.

iv. If applicable, the sponsor must also comply with the compliance plan and certification requirements in 2 CFR § 175.105(b).

e. *Definitions. For purposes of this grant award, term:*

i. **"Employee" means either:**

a) An individual employed by the sponsor or a subrecipient who is engaged in the performance of the project or program under this grant; or

b) Another person engaged in the performance of the project or program under this grant and not compensated by the sponsor or a subrecipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.

ii. **"Private Entity" means:**

a) Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR § 200.1.

b) **The terms "severe forms of trafficking in persons," "commercial sex act," "sex** trafficking," "a**buse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of** the Victims of Trafficking and Violence Protection Act of 2000, as amended (22 USC § 7102).

**23. <u>Grant Funded Work Included in a PFC Application</u>.** Within 120 days of acceptance of this Grant Agreement, the sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

**24. <u>Exhibit "A" Property Map</u>. The Exhibit "A" Property Map dated** July 2020, is incorporated herein by reference, or is submitted with the project application and made part of this Grant Agreement.

**25. <u>Employee Protection from Reprisal</u>.** In accordance with 2 CFR § 200.217 and 41 USC § 4701, an employee of a grantee, subgrantee contractor, recipient, or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 41 USC § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 USC § 4712. See statutory requirements for whistleblower protections at 10 USC § 4701, 41 USC § 4712, 41 USC § 4304, and 10 USC § 4310.

26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889] and 2 CFR § 200.216.

27. **Critical Infrastructure Security and Resilience.** The sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

28. **Title VI of the Civil Rights Act.** As a condition of a grant award, the sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d et seq.) and implementing regulations (49 CFR Part 21), the Airport and Airway Improvement Act of 1982 (49 USC § 47123), the Age Discrimination Act of 1975 (42 USC § 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. The sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, and genetic information, in consideration for federal financial assistance. The Departmen**t's and FAA's Office of Civil Rights may provide resources and** technical assistance to recipients to ensure full and sustainable compliance with federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

29. **Applicable Federal Anti-Discrimination Laws.** The sponsor agrees:

    a. That its compliance in all respects with all applicable federal anti-discrimination laws is material **to the government's payment decisions for purposes of** 31 USC § 3729(b)(4) and

    b. To certify that it does not operate any programs promoting Diversity, Equity, and Inclusion (DEI) that violate any applicable federal anti-discrimination laws.

30. **National Airspace System Requirements.**

    a. **The sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities** to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. **The sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.**

    b. **If FAA determines that the sponsor has violated subsection a., the FAA may impose a remedy, including:**

        i. **Additional conditions on the award;**

ii. **Consistent with 49 USC Chapter 471, any remedy permitted under 2 CFR §§ 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or**

iii. **Any other remedy legally available.**

c. **In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.**

d. **The sponsor acknowledges that amounts that the FAA requires the sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR Parts 900–904).**

**31. Signage Costs for Construction Projects.** The sponsor agrees that it will require the prime contractor of a federally-assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

**SPECIAL CONDITIONS**

32. **Plans and Specifications Prior to Bidding.** The sponsor agrees that it will submit plans and specifications for FAA review prior to advertising for bids.

33. **Design Grant.** This Grant Agreement is being issued in order to complete the design of the project. The sponsor understands and agrees that within two (2) years after the design is completed that the sponsor will accept, subject to the availability of the amount of federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and usable unit of work. The sponsor also understands that if the FAA has provided federal funding to complete the design for the project, and the sponsor has not completed the design within four (4) years from the execution of this Grant Agreement, the FAA may suspend or terminate grants related to the design.

34. **Construction Safety Phasing Plan**. In accordance with FAA Advisory Circular 150/5370-2G, Operational Safety on Airports During Construction, and any applicable amendment or update to the Advisory Circular, the sponsor understands and agrees that construction will not commence until FAA has approved the Construction Safety Phasing Plan and Points of Interest airspace case for the project(s) described in this grant, and the project application.

The sponsor's acceptance of this offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the sponsor, as hereinafter provided, and this offer and acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the sponsor with respect to the accomplishment of the project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the sponsor's acceptance of this offer.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

**UNITED STATES OF AMERICA**
**FEDERAL AVIATION ADMINISTRATION**

Juan C. Brown (06/10/2026 13:47:48 EDT)

*(Signature)*

Juan C. Brown

*(Typed Name)*

Manager

*(Title of FAA Official)*

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**Part II - Acceptance**

The sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing offer, and does hereby accept this offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this offer and in the Project Application.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated June 11, 2026

Sebring Airport Authority
*(Name of Sponsor)*

mike willingham
*(Signature of Sponsor's Authorized Official)*

**By:** mike willingham
*(Typed Name of Sponsor's Authorized Official)*

**Title:** Executive Director
*(Title of Sponsor's Authorized Official)*

[2] Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, Robert Swaine, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Florida. Further, I have examined the foregoing Grant Agreement and the actions **taken by said Sponsor and Sponsor's official representati**ve, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq., and 48103; Consolidated Appropriations Act, 2024 (P.L. 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at June 11, 2026

**By:** Robert Swaine
*(Signature of Sponsor's Attorney)*

[3] Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

# ASSURANCES
## AIRPORT SPONSORS

**A. General.**

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, USC, subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this Grant Offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

**B. Duration and Applicability.**

1. **Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

   The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a Grant Offer of federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

   The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

   Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

## C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

### 1. General Federal Requirements

It will comply with all applicable federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of federal funds for this grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

**FEDERAL LEGISLATION**

a. 49 USC subtitle VII, as amended.
b. Davis-Bacon Act, as amended — 40 USC §§ 3141-3144, 3146, and 3147, et seq.[1]
c. Federal Fair Labor Standards Act – 29 USC § 201, et seq.
d. Hatch Act – 5 USC § 1501, et seq.[2]
e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC § 4601, et seq.[1, 2]
f. National Historic Preservation Act of 1966 – Section 106 – 54 USC § 306108.[1]
g. Archeological and Historic Preservation Act of 1974 – 54 USC § 312501, et seq.[1]
h. Native Americans Grave Repatriation Act – 25 USC § 3001, et seq.
i. Clean Air Act, P.L. 90-148, as amended – 42 USC § 7401, et seq.
j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 USC § 1451, et seq.
k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 USC § 4012a.[1]
l. 49 USC § 303, (formerly known as Section 4(f)).
m. Rehabilitation Act of 1973 – 29 USC § 794.
n. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
o. Americans with Disabilities Act of 1990, as amended, (42 USC § 12101 et seq.) (prohibits discrimination on the basis of disability).
p. Age Discrimination Act of 1975 – 42 USC § 6101, et seq.
q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
r. Architectural Barriers Act of 1968, as amended – 42 USC § 4151, et seq.[1]
s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 USC § 8373.[1]
t. Contract Work Hours and Safety Standards Act – 40 USC § 3701, et seq.[1]
u. Copeland Anti-kickback Act – 18 USC § 874.[1]

v. National Environmental Policy Act of 1969 – 42 USC § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 USC § 1271, et seq.

x. Single Audit Act of 1984 – 31 USC § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 – 41 USC §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.

cc. Build America, Buy America Act, P.L. 117-58, Title IX.

dd. Endangered Species Act – 16 USC 1531, et seq.

ee. Title IX of the Education Amendments of 1972, as amended – 20 USC 1681–1683 and 1685–1687.

ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 USC 1101, et seq.

gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.

hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.

ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 USC § 1352.

**EXECUTIVE ORDERS**

a. Executive Order 11990 – Protection of Wetlands

b. Executive Order 11988 – Floodplain Management

c. Executive Order 12372 – Intergovernmental Review of Federal Programs

d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

e. Executive Order 14005 – **Ensuring the Future is Made in all of America by All of America's** Workers

f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship

g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing

h. Executive Order 14154 – Unleashing American Energy

i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government

j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

**FEDERAL REGULATIONS**

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [3, 4, 5]
c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]
j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]
k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]
l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]
m. 49 CFR Part 20 – New Restrictions on Lobbying.
n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1, 2]
q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]
s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

## *FOOTNOTES TO ASSURANCE (C)(1)*

[1] These laws do not apply to airport planning sponsors.
[2] These laws do not apply to private sponsors.
[3] 2 CFR Part 200 contains requirements for state and local governments receiving federal assistance. Any requirement levied upon state and local governments by this regulation shall apply where applicable to private sponsors receiving federal assistance under Title 49, United States Code.
[4] Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
[5] Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

## SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

**2. Responsibility and Authority of the Sponsor.**

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

**3. Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

**4. Good Title.**

a. It, a public agency or the Federal Government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

**5. Preserving Rights and Powers.**

a. It will 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, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to 49 USC § 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. **Consistency with Local Plans.**

   The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the state in which the project is located to plan for the development of the area surrounding the airport.

7. **Consideration of Local Interest.**

   It has given fair consideration to the interest of communities in or near where the project may be located.

8. **Consultation with Users.**

   In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. **Public Hearings.**

   In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. **Metropolitan Planning Organization.**

    In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. **Pavement Preventive Maintenance-Management.**

    With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. **Terminal Development Prerequisites.**

    For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 USC § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

**13. Accounting System, Audit, and Record Keeping Requirements.**

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

**14. Minimum Wage Rates.**

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 USC §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**15. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 USC § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**16. Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

**17. Construction Inspection and Approval.**

It 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 Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

**18. Planning Projects.**

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a federal airport grant.

**19. Operation and Maintenance.**

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, 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, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

    1. Operating the airport's aeronautical facilities whenever required;

    2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

    3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions

interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which federal funds have been expended.

**20. Hazard Removal and Mitigation.**

It will take appropriate action to ensure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

**21. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which federal funds have been expended.

**22. Economic Nondiscrimination.**

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

   1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

   2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor 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.

i. The sponsor 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.

**23. Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

**24. Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

**25. Airport Revenues.**

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital 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 actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

   1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
   2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
   3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 USC § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 USC § 47107.

**26. Reports and Inspections.**

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

    1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

    2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

**27. Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

**28. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

**29. Airport Layout Plan.**

a. The airport owner or operator will maintain a current airport layout plan of the airport showing:

1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor 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;
3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
4. **all proposed and existing access points used to taxi aircraft across the airport's** property boundary.

b. Subject to subsection 49 USC § 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.

c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—

1. **is outside the scope of the Secretary's review and approval authority as set forth in** subsection (x); or

2. complies with the portions of the plan approved by the Secretary.

d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

1. eliminate such adverse effect in a manner approved by the Secretary; or
2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the **Secretary's design standards beyond the control of the airport sponsor.**

**30. Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4); creed and sex per 49 USC § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

   1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

   2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

   3. Real Property. Where the sponsor receives a grant or other federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

   The sponsor agrees that it is obligated to this assurance for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

   1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

   2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

   "The Sebring Airport Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 ( 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award."

e. Required Contract Provisions.

   1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in federally-assisted programs of the DOT acts and regulations.

   2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
   a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
   b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

**31. Disposal of Land.**

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

   1. Reinvestment in an approved noise compatibility project;
   2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);
   3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;
   4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
   5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

   If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United

States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

**32. Engineering and Design Services.**

If any phase of such project has received federal funds under Chapter 471 subchapter 1 of Title 49 USC, it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

**33. Foreign Market Restrictions.**

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

**34. Policies, Standards, and Specifications.**

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/aip_pfc_checklist) for AIP projects as of May 15, 2026.

**35. Relocation and Real Property Acquisition.**

a. It will be guided in acquiring real property, to the greatest extent practicable under state law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

**36. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

**37. Disadvantaged Business Enterprises (DBE)/Airport Concessions Disadvantage Business Enterprise (ACDBE) Program.**

The sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-**assisted contracts, and/or concession contracts. The sponsor's** DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC §§ 3801-3809, 3812).

**38. Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be **constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or** operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

**39. Competitive Access.**

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 USC § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

1. Describes the requests;

2. Provides an explanation as to why the requests could not be accommodated; and
3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

**40. Access to Leaded Aviation Gasoline**

a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with, 100-octane low lead aviation gasoline.

b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.

c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 USC § 46301(a)(8).

# SEF-SOG-3-12-0072-039-2026-Grant Agreement

Final Audit Report 2026-06-11

| | |
|---|---|
| Created: | 2026-06-09 |
| By: | Kevin Luey (9-AWA-ARP-Soar-CoreGroup@faa.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAzBrD1Y7sxPL62O7NrRYPgACk78hClgbQ |

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Agreement completed.

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# Sebring Airport Authority
# Agenda Item Summary

**Meeting Date:** June 17, 2026

**Presenter:** Andrew Bennett

**Agenda Item:** Advanced Drainage Systems, Inc.– Commercial Lease Agreement – 7.83 Acres of Outdoor Storage Space

**Background:** Advanced Drainage Systems, Inc. currently leases real property from the Authority and has requested approval to lease additional outdoor storage area to support its ongoing operations. The additional premises consist of approximately 7.83 acres of outside storage space, which will provide ADS with expanded capacity for the storage of materials and related business needs. The proposed lease identifies the premises by reference to Exhibit "A," which depicts the ADS lease area.

The proposed lease would be for an initial one-year term beginning June 1, 2026 and ending May 31, 2027, unless extended in accordance with the renewal provisions or sooner terminated as provided in the lease. The agreement includes four additional one-year renewal options, which may be exercised by the tenant upon providing at least three months' written notice prior to the expiration of the then-current term, provided the tenant is not in default. The first year's base rent is $**12,528.00**. For each renewal term, rent will be adjusted by the Consumer Price Index (CPI) or by 5%, whichever is greater, and the lease provides that rent shall not decrease during any renewal period.

**Requested Motion**: Move to approve and authorize the Chairman or Vice Chairman and Secretary or Assistant Secretary to execute lease agreement.

**Board Action:**

Approved __X____

Denied _______

Tabled _______

**SEBRING AIRPORT AUTHORITY**
**COMMERCIAL LEASE**
**ADVANCED DRAINAGE SYSTEMS, INC.**

**THIS LEASE AGREEMENT** ("Agreement") is made and entered into this 1st day of June, 2026, by and between the **SEBRING AIRPORT AUTHORITY**, a body politic and corporate of the State of Florida (herein called "LANDLORD") and **ADVANCED DRAINAGE SYSTEMS, INC.,** a Delaware corporation authorized to do business in Florida (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,** TENANT leases real property from LANDLORD and TENANT wishes to also lease outside storage area approximately 7.83ac. in size; and

**WHEREAS,** LANDLORD has agreed to do so, subject to certain terms and conditions; and,

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

**1.** **TERM**. The term of this Lease Agreement shall be one (1) year commencing on June 1, 2026 and ending on May 31, 2027, unless extended or sooner terminated as herein provided.

**2.** **OPTION TO RENEW**. LANDLORD hereby grants to TENANT an option to renew this Lease for four (4) additional terms of one (1) year each, 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 increased with each option based on CPI 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 written notice thereof to LANDLORD, not less than three (3) months prior to the end of each preceding term and shall be effective only if TENANT is not in default under this Lease.

**3.** **PROPERTY**. The property subject to this Agreement is as shown on Exhibit "A" attached hereto (herein called the "Premises").

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

**5.** **RENT**. TENANT hereby agrees to pay rent to LANDLORD of $12,528.00 per month, together with any sales or use taxes thereon, in advance, on or before the first (1st) day of each month during the Lease.

**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.** **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.

**9.** **Intentionally Omitted.**

**10.** **Intentionally Omitted**.

**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, gross negligence or willful misconduct. 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. Include coverage for 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 the insurer shall endeavor to provide LANDLORD thirty (30) days prior written notice of cancellation or ten (10) days written notice of nonrenewal; and
D. Specifically waive insurers’ rights of subrogation against LANDLORD; and
E. Should TENANT’s policies provide a limit of liability in excess of such Amounts, LANDLORD shall have the right of the benefit to the full extent of the coverage available.

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

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

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

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

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

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

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

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

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

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

**14. 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 inventory, 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.

**15. 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.

**16. 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.

**17. 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.

**18. 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.

**19. 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.

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

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

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

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

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

**23.** **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.

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

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

| | |
|---|---|
| Joseph Gioffre | Mike Willingham |
| Director, Real Estate & Facilities | Executive Director |
| Advanced Drainage Systems, Inc. | Sebring Airport Authority |
| 4024 Green Stripe Lane | 128 Authority Lane |
| Hillard, Ohio 43026 | Sebring, Florida 33870 |

With a copy to:

Nathan C. Hamilton
General Counsel
Advanced Drainage Systems, Inc.
4024 Green Stripe Lane
Hilliard, Ohio 43026

And

John H. Kozich, Esq.
Kozich, Jackson, Binau & Cox P.L.L.
400 South 5th Street, Suite 101
Columbus, Ohio 43215

With a copy to:

Robert S. Swaine
Swaine, Harris & Wohl, P.A.
425 South Commerce Avenue
Sebring, Florida 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.

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

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

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

**29.** **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.

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

**31.** **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.

**32.** **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.

**33.** **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).

**34.** **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.

**35.** **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.

**D.** In the event the proposed use by TENANT violates this Section 35, TENANT shall have the right to terminate this Agreement upon written notice to LANDLORD.

**36.** **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.

**37.** **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.

**38.** **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.

**39.** **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.

**40.** **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 ten (10) days after written Notice of Default from LANDLORD to TENANT;

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

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

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

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

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

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

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

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

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

**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.

**42.** **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.

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

**44.** **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 LANDLORD.

**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. <u>SUITABILITY OF PREMISES</u>.** 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. <u>SIGNAGE</u>.** 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. <u>PROVISIONS OF LAW DEEMED INSERTED</u>**. 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.

**49. <u>GOVERNING LAW</u>.** 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.

**50. <u>TIME</u>**. Time is of the essence of this agreement.

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

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

**WITNESSES:**

Printed Name: Jami Olive

Printed Name: Andrew Bennett

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

By: ______________________

☑ D. Craig Johnson, as its Chair or
☐ Carl Cool, as its Vice Chair

Attest: ______________________

☐ Jason Dunkel, as its Secretary or
☑ Mark Andrews, as its Asst. Secretary

SEBRING AIRPORT AUTHORITY SEAL

(Corporate Seal)

**WITNESSES:**

Printed Name: Caitlin Koziol

Printed Name: ______________________

**TENANT: ADVANCED DRAINAGE SYSTEMS, INC.**, a Delaware corporation

By: ______________________

Print Name: Patrick M Coyle Jr

Title: EVP Supply Chain

(Corporate Seal)

Exhibit Attached:
A. Map/Real Property Description

SEBRING MULTIMODAL LOGISTICS CENTER

## SEBRING REGIONAL AIRPORT (SEF)

### ADS LEASE AREA


**EXHIBIT 1 - ADS LEASE AREA**

**APRIL 2026**

AtkinsRéalis

# Sebring Airport Authority
# Agenda Item Summary

**Meeting Date:** June 18, 2026

**Presenter:** Andrew Bennett

**Agenda Item:** Florida Health Sciences Center, Inc. d/b/a Tampa General Hospital– Commercial Lease Agreement – Building 22, Hangar B

**Background:** The draft lease would allow Florida Health Sciences Center, Inc. d/b/a Tampa General Hospital to lease Hangar Bay B in Building 22, consisting of approximately 5,040 square feet, together with use of applicable common areas serving the hangar facility. The proposed lease supports Tampa General Hospital's aviation-related operations at the Airport by providing dedicated space for aircraft maintenance, aircraft storage, and the storage of tools, equipment, and parts necessary for those activities. The lease also establishes the tenant's continued responsibility to comply with applicable Airport rules, operational requirements, insurance obligations, and other lease conditions governing use of the premises.

The initial lease term is one year, beginning July 1, 2026 and ending June 30, 2027, unless renewed or terminated earlier under the lease. The tenant has three one-year renewal options, exercisable with at least three months' written notice before the end of the then-current term, provided the tenant is not in default. Monthly base rent is **$3,465.00**, plus a 5% fire/security charge and applicable sales or use taxes. Renewal rent increases by the greater of the applicable CPI increase or 5%, and rent will not decrease.

**Requested Motion**: Move to approve the drafts with such minor revisions as are approved by Mike Willingham, Andrew Bennett and Robert Swaine and authorize the execution of the leases by Mike Willingham, Andrew Bennett or Colleen Plonsky once the Tenant has signed the leases.

**Board Action:**

Approved __X____

Denied _______

Tabled _______

**SEBRING AIRPORT AUTHORITY**
**COMMERCIAL HANGAR LEASE**
**(Building 22, Hangar B)**

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

**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 (the "**Airport**") in the County of Highlands, State of Florida, including that certain building commonly known as Building 22, containing approximately 43,655 square feet (the "**Building**"); and,

**WHEREAS,** LANDLORD has agreed to lease a portion of the Building, consisting of the entirety of Hangar Bay B, containing approximately 5,040 square feet, as further described herein as the "Premises" to TENANT, subject to certain terms and conditions; and,

**WHEREAS,** TENANT wishes to lease said Premises 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 shall be for one (1) year (the "**Initial Term**") commencing on July 1, 2026 and ending on June 30, 2027, unless sooner renewed or terminated in accordance with the terms of this Lease. The Initial Term and any applicable Renewal Term (defined below) are collectively referred to as the "**Term**."

**2.** **PREMISES**. The property subject to this Lease is a portion of the Building located at 29536 Flying Fortress Lane #3, at the Airport, as shown on Exhibit "A" attached hereto, consisting of: (i) the entirety of Hangar Bay B, comprising approximately 5,040 square feet and the common areas of the Building, including, without limitation, the common walks, drives, parking areas, and other common areas at all times during the Term, subject to LANDLORD'S reasonable rules and regulations.

**3.** **USE**. The Premises are to be used by the TENANT for the purpose of aircraft maintenance, aircraft storage, and the storage of tools and parts. TENANT will make no unlawful, improper, or offensive use of the Premises.

**4.** **RENT**. TENANT hereby agrees to pay rent to LANDLORD of $3,465.00 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. 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. <u>TAXES</u>**. Any taxes (including, without limitation Highlands County as 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 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 the 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.

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

**6. <u>UTILITIES AND SERVICES</u>**

A. The Premises and the Building share a common main electrical meter. LANDLORD will pay the electric bill for the Building and bill TENANT only for TENANT'S separately sub-metered share of such electric charges applicable to the Premises. LANDLORD shall provide reasonable supporting documentation with each invoice, and TENANT shall reimburse LANDLORD for such documented sub-metered charges within thirty (30) days after receipt of an invoice.

B. LANDLORD will not be obligated to pay any charges for any other utility services procured or consumed by TENANT, including TENANT's water and sewer service, telephone service, gas, or internet service. TENANT shall be solely responsible for such charges and, to the extent paid by LANDLORD on behalf of TENANT, TENANT shall reimburse LANDLORD therefor as additional rent hereunder.

**7. <u>LATE PAYMENTS</u>.** 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.

**8. <u>WORTHLESS PAYMENTS</u>.** 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.

**9. <u>NO KEY HOLDING OR OTHER BAILMENT.</u>** 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.

**10. <u>OPTION TO RENEW</u>**. LANDLORD hereby grants to TENANT three (3) options to renew this Lease for additional terms of one (1) year each (each, a "**Renewal Term**") upon the same terms and conditions set forth herein, except that the monthly rent for each Renewal Term shall be adjusted 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 five percent (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. Failure to exercise any option shall serve to cancel all remaining options hereunder.

**11. <u>RELOCATION</u>**. 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, executed by both 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.

**12. <u>EMERGENCY CONTACT</u>**. 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.

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

**14. <u>INSURANCE AND INDEMNITY</u>**. TENANT, at its own expense and at all times during the Term of this Lease, shall provide and maintain in effect those insurance policies and minimum limits of coverage required under this Lease, which insurance may be satisfied through commercial insurance, self-insurance, captive insurance, or a combination thereof. All insurance required to be maintained by TENANT under this Lease shall be reasonably appropriate for TENANT's use and occupancy of the Premises. The foregoing insurance requirements shall not be interpreted to in any way limit TENANT's defense and indemnity obligations expressly set forth in this Lease; provided, however, that the existence of insurance limits in excess of those required by this Lease shall not expand TENANT's liability, indemnity obligations, or LANDLORD's rights beyond the limits and obligations expressly required under this Lease.

To the extent applicable to the insurance required under this Lease, such insurance shall:

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

B. Provide that TENANT's Commercial General Liability insurance shall be primary and non-contributory with insurance maintained by LANDLORD, but only with respect to third-party claims for bodily injury or property damage arising out of TENANT's use or occupancy of the Premises;

C. Require TENANT to provide notice to LANDLORD within a reasonable period after TENANT receives notice of cancellation or non-renewal from its insurer;

D. Provide a waiver of subrogation in favor of LANDLORD only to the extent permitted by TENANT's applicable insurance policies and solely with respect to insured losses; and

E. Include LANDLORD as an additional insured on TENANT's Commercial General Liability policy, but only with respect to third-party claims for bodily injury or property damage arising out of TENANT's use or occupancy of the Premises.

**15. <u>PROPERTY COVERAGE</u>**. TENANT shall be solely responsible, at its expense, for maintaining insurance coverage for TENANT's personal property, equipment, contents, removable trade fixtures, and TENANT's leasehold improvements located at the Premises. LANDLORD shall be responsible for maintaining property insurance on the Building and LANDLORD's property, except to the extent damage is caused by TENANT or TENANT's employees, agents, contractors, or invitees and is otherwise recoverable under this Lease. Nothing contained herein shall require TENANT to procure or maintain property insurance covering LANDLORD's Airport, Building, improvements, or other property.

**16. <u>COMMERCIAL GENERAL LIABILITY INSURANCE</u>**. TENANT shall, at its own expense, maintain Commercial General Liability insurance with respect to TENANT's operations conducted on the leased Premises, with minimum limits of not less than $2,000,000 per occurrence, combined single limit coverage for bodily injury, property damage, or a combination thereof. Such insurance shall include premises and/or operations, independent contractors, products and completed operations, and contractual liability coverage. LANDLORD shall be listed as an additional insured on TENANT's Commercial General Liability insurance, but only with respect to third-party claims for bodily injury or property damage arising out of TENANT's use or occupancy of the Premises. TENANT shall provide LANDLORD with current Certificates of Insurance evidencing TENANT's compliance with this paragraph.

**17. <u>WORKERS COMPENSATION INSURANCE</u>**. TENANT shall, at its own expense, maintain workers compensation insurance for all workers compensation obligations imposed by law.

**18. <u>CERTIFICATE OF INSURANCE</u>**. Upon execution of this Agreement, TENANT shall furnish a Certificate of Insurance to LANDLORD evidencing the insurance required herein. Thereafter, upon LANDLORD's reasonable request, TENANT shall furnish updated Certificates of Insurance evidencing TENANT's compliance with this Lease.

**19. TENANT'S LIABILITY**. Nothing contained herein shall be construed to expand TENANT's liability, indemnity obligations, or LANDLORD's rights beyond the obligations expressly set forth in this Lease. The existence of insurance limits in excess of those required by this Lease shall not expand TENANT's liability, indemnity obligations, or LANDLORD's rights beyond the limits and obligations expressly required under this Lease.

**20. 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 invalidate or be in conflict with any insurance policies covering the Premises or any part thereof, or materially increase the rate of insurance on the Premises or any property located therein, in each case to the extent caused by TENANT or TENANT's employees, agents, contractors, or invitees. If, by reason of TENANT's failure 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, on demand, for that part of all premiums for any insurance coverage that shall have been charged because of such actions by TENANT.

**21. TENANT'S NEGLIGENCE**. If the leased Premises or any other part of the Building is damaged by fire or other casualty resulting from the negligence or willful misconduct of TENANT or TENANT's agents, employees, contractors, 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 to the extent not covered by insurance.

**22. 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 $2,000,000 per claim, and, to the extent applicable to TENANT's operation within the Premises, hangar keepers liability coverage with limits of $2,000,000 per claim.

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. To the extent arising from TENANT's use of the Premises, TENANT shall procure and maintain Pollution and Remediation Legal Liability insurance in an amount not less than $2,000,000 per claim. Such coverage shall insure LANDLORD against liability for bodily injury, property damage, legal defense and remediation arising out of pollution conditions caused by TENANT or TENANT's employees, agents, contractors, or invitees in connection with TENANT's operation and occupancy of the Premises.

Business Auto Liability Coverage. Business Auto Liability coverage shall include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles used in connection with TENANT's operations. Limit: $1,000,000 combined single limit for Bodily Injury and Property Damage. LANDLORD shall be listed as an additional insured on TENANT's Business Auto Liability policy only to the extent of liability arising out of TENANT's operations.

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

**24. 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 the date of the initial lease of the Premises from LANDLORD to TENANT or caused by the misconduct or gross negligence of LANDLORD.

**25. REMOVAL OF PERSONAL PROPERTY UPON TERMINATION**. Upon termination of this Lease, provided all monies due LANDLORD have been paid, TENANT shall have the right and responsibility to remove all of its personal property, including 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. Notwithstanding any provision or implication in this Lease, in no event shall TENANT be liable for any costs or repairs caused by normal wear and tear.

**26. ABANDONMENT OF PREMISES BY TENANT**. In case TENANT shall abandon said Premises for a period of thirty (30) consecutive days or more 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.

**27. 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.

**28. 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.

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

**30. 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.

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

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

- 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;
- 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 original shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination;
- That TENANT shall use the Premises in compliance with all other requirements

imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 and Title VIII of the Civil Rights Act of 1968, and as said Regulations may be amended.

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

**33. MAINTENANCE AND REPAIRS.** LANDLORD will be responsible for the maintenance, repair and upkeep of the exterior of the Building. TENANT shall maintain the interior of the Premises in good order and repair, ordinary wear and tear excepted. 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.

**34. COMMON AREA MAINTENANCE**. TENANT shall pay TENANT'S Proportionate Share of all the Building common area maintenance charges imposed by LANDLORD that are applicable to the Premises; provided, however, that TENANT's obligation to pay common area maintenance charges during the Initial Term or any Renewal Term shall not exceed an amount equal to ten percent (10%) of the current annual Rent payable by TENANT during such period. Any amounts in excess of such amount shall be the sole responsibility of LANDLORD. LANDLORD shall provide TENANT reasonable supporting documentation for all common area maintenance charges billed to TENANT.

**35. EXCLUSIVE USE**. This Lease 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.

**36. 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.

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

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|---|---|
| Florida Heath Sciences Center, Inc.<br>Attn: Senior Director, Strategic Assets & Real Estate<br>P.O. Box 1289<br>Tampa, FL 33601<br>813-844-8863 (D)<br>ltsunis@tgh.org | Executive Director<br>Sebring Airport Authority<br>128 Authority Lane<br>Sebring, FL 33870<br>863-314-1300 (O)<br>mike@sebring-airport.com |

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.

**38. 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.

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

**40. 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.

**41. LEASE RESTRICTIONS**. TENANT hereby agrees to abide by all elements of the Sebring Airport Authority Code of Regulations and the Minimum Standards for Fixed-Base Operators as the same may be reasonably amended from time to time. LANDLORD shall provide written notice to TENANT of any proposed revision of such rules and such revisions shall not adversely affect TENANT's use of the Premises other than as may be required by state or federal governmental regulations applicable to the Airport.

**42. 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.

**43. 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.

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

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

**46. RACES AND EVENTS.** Airplane and motor vehicle competitions and events, and the training, practice and preparation therefor, and the testing of trucks, automobiles and all related items comprise a significant and growing industry at the Sebring International Raceway located at the Airport. This industry has in the past and will in the future result in occasional denial to the TENANT and others of unrestricted access to certain portions of the Airport, and may therefore inconvenience TENANT. 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.

**47. AIRPORT PROTECTION.** The following shall be conditions of this Lease:

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

**48. STATE AND FEDERAL GOVERNMENT.** The parties specifically understand and agree that some of the improvements within the Airport are funded in whole or in part by grants from 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.

**49. 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 Initial Term of this Lease.

**50. 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.

**51. 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.

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

- Failure of TENANT to make any payment required by this Lease when due, and the failure continues for ten (10) days after written Notice of Default from LANDLORD to TENANT;
- 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;
- 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;
- An assignment of TENANT's Property for the benefit of creditors;
- 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;

- 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 ninety (90) days after its occurrence;
- TENANT defaults under any other lease or agreement with LANDLORD.

**53. 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:

- 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;
- Make the Premises available to another party without liability to TENANT and without relieving TENANT from any liability or obligation to LANDLORD, though any amounts due will be offset by any rent paid for the Premises by any other party;
- 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;
- Accelerate the rental to be paid over the entire Initial 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;
- 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;
- Terminate this Lease, relieving TENANT of any liability or obligation for any payments then or thereafter becoming due;
- Exercise any combination of the above or any other remedy provided by law.

**54. 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.

**55. 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.

**56. 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.

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

**58. 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.

**59. 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.

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

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

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

**63. TIME**. Time is of the essence of this Lease.

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

[Signature Pages appear on the following page]

**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

By: ________________________________

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

(corporate seal)

**TENANT: Florida Health Sciences Center, Inc. d/b/a Tampa General Hospital, a Florida not for profit corporation**

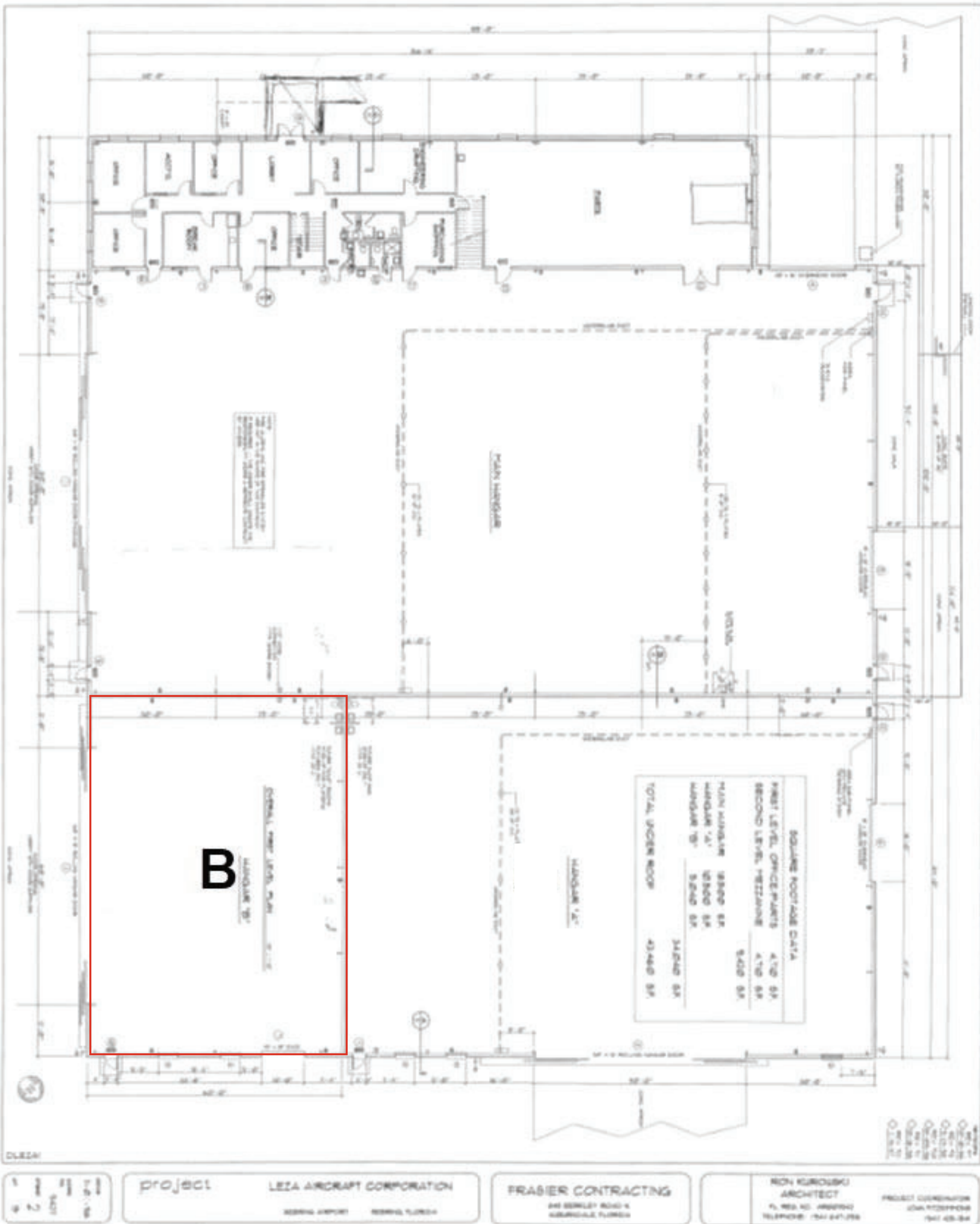
________________________________

By: Mark A. Runyon
as its Chief Financial Officer

(corporate seal)

Exhibits Attached: Exhibit A - Map/Real Property Description

# EXHIBIT A


B
project
LEZA AIRCRAFT CORPORATION
FRASIER CONTRACTING
RON KUROWSKI
ARCHITECT

# Sebring Airport Authority
# Agenda Item Summary

**Meeting Date:** June 18, 2026

**Presenter:** Andrew Bennett

**Agenda Item:** Florida Health Sciences Center, Inc. d/b/a Tampa General Hospital– Commercial Lease Agreement – Building 22 West Side Crew Apartments

**Background:** The draft lease provides for the Sebring Airport Authority to lease approximately 3,200 square feet of space within Building 22, located at 29536 Flying Fortress Lane #3, to Florida Health Sciences Center, Inc. d/b/a Tampa General Hospital. The leased premises consist of the west-side crew apartments on the second story of Building 22, together with use of applicable common areas. Exhibit A includes a floor plan showing the leased area outlined within the building.

The premises may be used solely for on-duty housing for Helicopter Emergency Medical Services crew members. The initial lease term is one year, commencing July 1, 2026, and ending June 30, 2027, unless renewed or terminated in accordance with the lease. The lease will generate **$4,266.67** per month in base rent, plus a 5% fire/security charge and other applicable reimbursable charges. The lease also provides the tenant with three one-year renewal options, with rent adjusted annually by the greater of the CPI increase or 5%, and with no rent decrease permitted

**Requested Motion**: Move to approve the drafts with such minor revisions as are approved by Mike Willingham, Andrew Bennett and Robert Swaine and authorize the execution of the leases by Mike Willingham, Andrew Bennett or Colleen Plonsky once the Tenant has signed the leases.

**Board Action:**

Approved __X____

Denied _______

Tabled _______

**SEBRING AIRPORT AUTHORITY**
**COMMERCIAL LEASE**
**(Building 22, West Side Crew Apartments)**

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

**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 (the "**Airport**") in the County of Highlands, State of Florida, including that certain building commonly known as Building 22, containing approximately 43,655 square feet (the "**Building**"); and,

**WHEREAS,** LANDLORD has agreed to lease a portion of the Building, consisting of crew apartments positioned on the west portion of the second story of the Building, containing approximately 3,200 square feet, as further described herein as the "Premises" to TENANT, subject to certain terms and conditions; and,

**WHEREAS,** TENANT wishes to lease said Premises 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 shall be for one (1) year (the "**Initial Term**") commencing on July 1, 2026 and ending on June 30, 2027, unless sooner renewed or terminated in accordance with the terms of this Lease. The Initial Term and any applicable Renewal Term (defined below) are collectively referred to as the "**Term**."

**2.** **PREMISES**. The property subject to this Lease is a portion of the Building located at 29536 Flying Fortress Lane #3, at the Airport, as shown on Exhibit "A" attached hereto, consisting of: (i) crew apartments positioned on the west portion of the second story of the Building, comprising approximately 3,200 square feet and the common areas of the Building, including, without limitation, the common walks, drives, parking areas, and other common areas subject to LANDLORD'S reasonable rules and regulations.

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

**4.** **RENT**. TENANT hereby agrees to pay rent to LANDLORD of $4,266.67 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. 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. <u>TAXES</u>**. Any taxes (including, without limitation Highlands County as 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 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 the 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.

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

**6. <u>UTILITIES AND SERVICES</u>**

A. The Premises and the Building share a common main electrical meter. LANDLORD will pay the electric bill for the Building and bill TENANT only for TENANT'S separately sub-metered share of such electric charges applicable to the Premises. LANDLORD shall provide reasonable supporting documentation with each invoice, and TENANT shall reimburse LANDLORD for such documented sub-metered charges within thirty (30) days after receipt of an invoice.

B. LANDLORD will not be obligated to pay any charges for any other utility services procured or consumed by TENANT, including TENANT's water and sewer service, telephone service, gas, or internet service. TENANT shall be solely responsible for such charges and, to the extent paid by LANDLORD on behalf of TENANT, TENANT shall reimburse LANDLORD therefor as additional rent hereunder.

**7. <u>LATE PAYMENTS</u>.** 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.

**8. <u>WORTHLESS PAYMENTS</u>.** 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.

**9. <u>NO KEY HOLDING OR OTHER BAILMENT.</u>** 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.

**10. <u>OPTION TO RENEW</u>**. LANDLORD hereby grants to TENANT three (3) options to renew this Lease for additional terms of one (1) year each (each, a "**Renewal Term**") upon the same terms and conditions set forth herein, except that the monthly rent for each Renewal Term shall be adjusted 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 five percent (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. Failure to exercise any option shall serve to cancel all remaining options hereunder.

**11. 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, executed by both 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.

**12. 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.

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

**14. INSURANCE AND INDEMNITY**. TENANT, at its own expense and at all times during the Term of this Lease, shall provide and maintain in effect those insurance policies and minimum limits of coverage required under this Lease, which insurance may be satisfied through commercial insurance, self-insurance, captive insurance, or a combination thereof. All insurance required to be maintained by TENANT under this Lease shall be reasonably appropriate for TENANT's use and occupancy of the Premises. The foregoing insurance requirements shall not be interpreted to in any way limit TENANT's defense and indemnity obligations expressly set forth in this Lease; provided, however, that the existence of insurance limits in excess of those required by this Lease shall not expand TENANT's liability, indemnity obligations, or LANDLORD's rights beyond the limits and obligations expressly required under this Lease.

To the extent applicable to the insurance required under this Lease, such insurance shall:

A. Specifically recognize and insure the contractual liability assumed by TENANT under this Lease;
B. Provide that TENANT's Commercial General Liability insurance shall be primary and non-contributory with insurance maintained by LANDLORD, but only with respect to third-party claims for bodily injury or property damage arising out of TENANT's use or occupancy of the Premises;
C. Require TENANT to provide notice to LANDLORD within a reasonable period after TENANT receives notice of cancellation or non-renewal from its insurer;
D. Provide a waiver of subrogation in favor of LANDLORD only to the extent permitted by TENANT's applicable insurance policies and solely with respect to insured losses; and
E. Include LANDLORD as an additional insured on TENANT's Commercial General Liability policy, but only with respect to third-party claims for bodily injury or property damage arising out of TENANT's use or occupancy of the Premises.

**15. PROPERTY COVERAGE**. TENANT shall be solely responsible, at its expense, for maintaining insurance coverage for TENANT's personal property, equipment, contents, removable trade fixtures, and TENANT's leasehold improvements located at the Premises. LANDLORD shall be responsible for maintaining property insurance on the Building and LANDLORD's property, except to the extent damage is caused by TENANT or TENANT's employees, agents, contractors, or invitees and is otherwise recoverable under this Lease. Nothing contained herein shall require TENANT to procure or maintain property insurance covering LANDLORD's Airport, Building, improvements, or other property.

**16. COMMERCIAL GENERAL LIABILITY INSURANCE**. TENANT shall, at its own expense, maintain Commercial General Liability insurance with respect to TENANT's use and occupancy of the leased Premises, with minimum limits of not less than $2,000,000 per occurrence, combined single limit coverage for bodily injury, property damage, or a combination thereof. Such insurance shall include premises and/or operations and contractual liability coverage. LANDLORD shall be listed as an additional insured on TENANT's Commercial General Liability insurance, but only with respect to third-party claims for bodily injury or property damage arising out of TENANT's use or occupancy of the Premises. TENANT shall provide LANDLORD with current Certificates of Insurance evidencing TENANT's compliance with this paragraph.

**17. WORKERS COMPENSATION INSURANCE**. TENANT shall, at its own expense, maintain workers compensation insurance for all workers compensation obligations imposed by law.

**18. CERTIFICATE OF INSURANCE**. Upon execution of this Agreement, TENANT shall furnish a Certificate of Insurance to LANDLORD evidencing the insurance required herein. Thereafter, upon LANDLORD's reasonable request, TENANT shall furnish updated Certificates of Insurance evidencing TENANT's compliance with this Lease.

**19. TENANT'S LIABILITY**. Nothing contained herein shall be construed to expand TENANT's liability, indemnity obligations, or LANDLORD's rights beyond the obligations expressly set forth in this Lease. The existence of insurance limits in excess of those required by this Lease shall not expand TENANT's liability, indemnity obligations, or LANDLORD's rights beyond the limits and obligations expressly required under this Lease.

**20. 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 invalidate or be in conflict with any insurance policies covering the Premises or any part thereof, or materially increase the rate of insurance on the Premises or any property located therein, in each case to the extent caused by TENANT or TENANT's employees, agents, contractors, or invitees. If, by reason of TENANT's failure 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, on demand, for that part of all premiums for any insurance coverage that shall have been charged because of such actions by TENANT.

**21. TENANT'S NEGLIGENCE**. If the leased Premises or any other part of the Building is damaged by fire or other casualty resulting from the negligence or willful misconduct of TENANT or TENANT's agents, employees, contractors, 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 to the extent not covered by insurance.

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

- 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 used in connection with TENANT's operations. Limit: $1,000,000 combined single limit for Bodily Injury and Property Damage. LANDLORD shall be listed as an additional insured on TENANT's Business Auto Liability policy only to the extent of liability arising out of TENANT's operations.

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

**24. 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 the date of the initial lease of the Premises from LANDLORD to TENANT or caused by the misconduct or gross negligence of LANDLORD.

**25. <u>REMOVAL OF PERSONAL PROPERTY UPON TERMINATION</u>**. Upon termination of this Lease, provided all monies due LANDLORD have been paid, TENANT shall have the right and responsibility to remove all of its personal property, including 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. Notwithstanding any provision or implication in this Lease, in no event shall TENANT be liable for any costs or repairs caused by normal wear and tear.

**26. <u>ABANDONMENT OF PREMISES BY TENANT</u>**. In case TENANT shall abandon said Premises for a period of thirty (30) consecutive days or more 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.

**27. <u>ALTERATIONS</u>**. 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.

**28. <u>NO LIENS CREATED</u>**. 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.

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

**30. 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.

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

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

- 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;
- 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 original shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination;
- That TENANT shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 and Title VIII of the Civil Rights Act of 1968, and as said Regulations may be amended.
- That in the event of a breach of any of the above nondiscrimination covenants, LANDLORD shall have the right to terminate the Lease. This provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights.

**33. MAINTENANCE AND REPAIRS.** LANDLORD will be responsible for the maintenance, repair and upkeep of the exterior of the Building. TENANT shall maintain the interior of the Premises in good order and repair, ordinary wear and tear excepted. 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.

**34. COMMON AREA MAINTENANCE**. TENANT shall pay TENANT'S Proportionate Share of all the Building common area maintenance charges imposed by LANDLORD that are applicable to the Premises; provided, however, that TENANT's obligation to pay common area maintenance charges during the Initial Term or any Renewal Term shall not exceed an amount equal to ten percent (10%) of the current annual Rent payable by TENANT during such period. Any amounts in excess of such amount shall be the sole responsibility of LANDLORD. LANDLORD shall provide TENANT reasonable supporting documentation for all common area maintenance charges billed to TENANT.

**35. EXCLUSIVE USE**. This Lease 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.

**36. 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.

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

Florida Heath Sciences Center, Inc.
Attn: Senior Director, Strategic Assets & Real Estate
P.O. Box 1289
Tampa, FL 33601
813-844-8863 (D)
ltsunis@tgh.org

Executive Director
Sebring Airport Authority
128 Authority Lane
Sebring, FL 33870
863-314-1300 (O)
mike@sebring-airport.com

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.

**38. 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.

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

**40.** **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.

**41.** **LEASE RESTRICTIONS**. TENANT hereby agrees to abide by all elements of the Sebring Airport Authority Code of Regulations and the Minimum Standards for Fixed-Base Operators as the same may be reasonably amended from time to time. LANDLORD shall provide written notice to TENANT of any proposed revision of such rules and such revisions shall not adversely affect TENANT's use of the Premises other than as may be required by state or federal governmental regulations applicable to the Airport.

**42.** **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.

**43.** **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.

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

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

**46.** **RACES AND EVENTS.** Airplane and motor vehicle competitions and events, and the training, practice and preparation therefor, and the testing of trucks, automobiles and all related items comprise a significant and growing industry at the Sebring International Raceway located at the Airport. This industry has in the past and will in the future result in occasional denial to the TENANT and others of unrestricted access to certain portions of the Airport, and may therefore inconvenience TENANT. 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.

**47. AIRPORT PROTECTION.** The following shall be conditions of this Lease:

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

**48. STATE AND FEDERAL GOVERNMENT.** The parties specifically understand and agree that some of the improvements within the Airport are funded in whole or in part by grants from 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.

**49. 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 Initial Term of this Lease.

**50. 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.

**51. 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.

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

- Failure of TENANT to make any payment required by this Lease when due, and the failure continues for ten (10) days after written Notice of Default from LANDLORD to TENANT;
- 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;
- 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;
- An assignment of TENANT's Property for the benefit of creditors;
- 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;
- 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 ninety (90) days after its occurrence;
- TENANT defaults under any other lease or agreement with LANDLORD.

**53. 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:

- 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;
- Make the Premises available to another party without liability to TENANT and without relieving TENANT from any liability or obligation to LANDLORD, though

any amounts due will be offset by any rent paid for the Premises by any other party;

- 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;
- Accelerate the rental to be paid over the entire Initial 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;
- 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;
- Terminate this Lease, relieving TENANT of any liability or obligation for any payments then or thereafter becoming due;
- Exercise any combination of the above or any other remedy provided by law.

**54. 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.

**55. 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.

**56. 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.

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

**58. 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.

**59. 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.

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

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

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

**63. TIME**. Time is of the essence of this Lease.

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

[Signature Pages appear on the following page]

**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

By: ______________________________

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

(corporate seal)

**TENANT: Florida Health Sciences Center, Inc. d/b/a Tampa General Hospital, a Florida not for profit corporation**

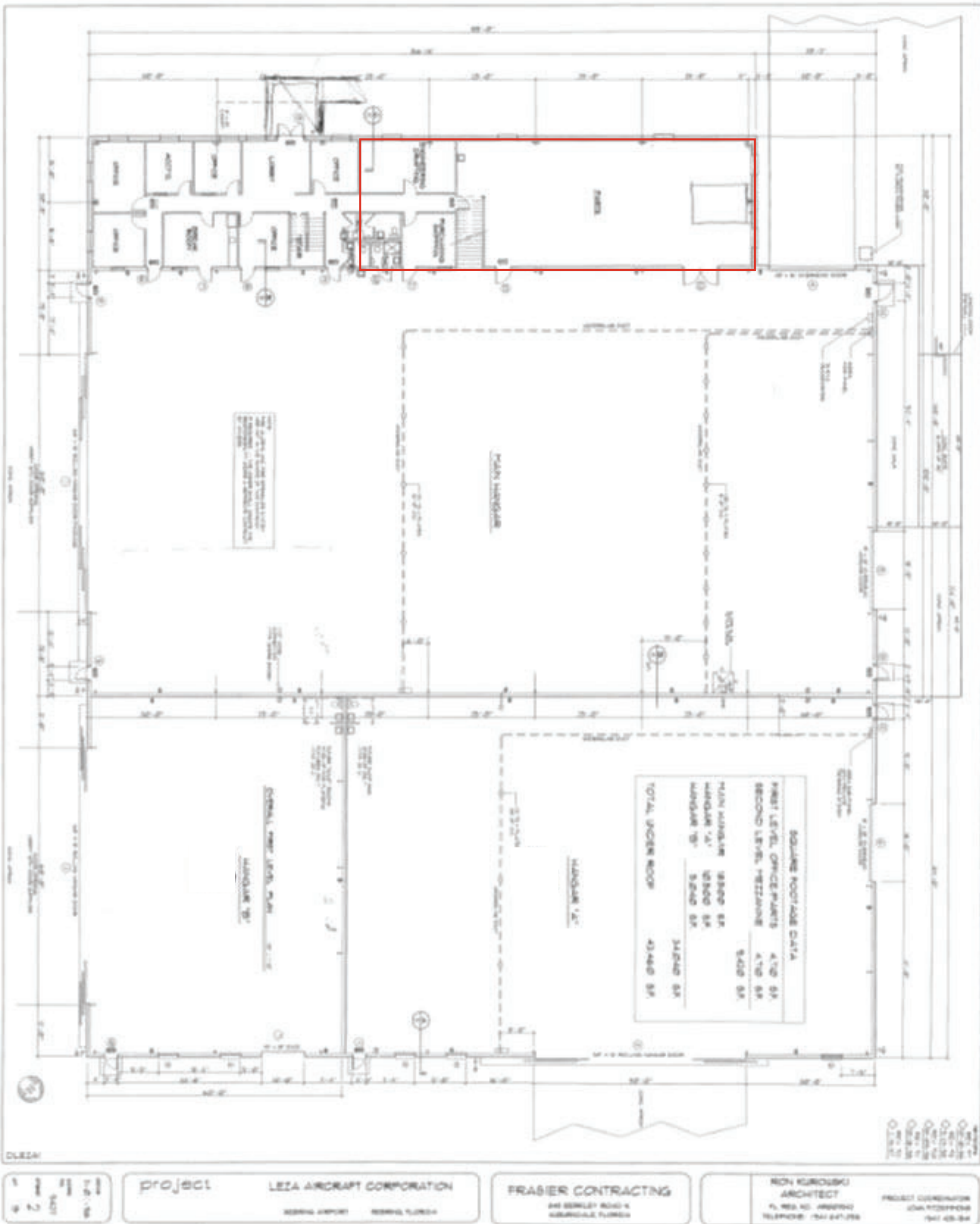
______________________________

By: Mark A. Runyon
as its Chief Financial Officer

(corporate seal)

Exhibits Attached: Exhibit A - Map/Real Property Description

# EXHIBIT A


project
LEZA AIRCRAFT CORPORATION
FRASIER CONTRACTING
RON KUROWSKI
ARCHITECT

# Sebring Airport Authority
# Agenda Item Summary

**Meeting Date:** June 18, 2026

**Presenter:** Andrew Bennett

**Agenda Item:** RFP 26-01: Security Guard Services –Universal Protection Service, LLC d/b/a Allied Universal Security Services Contract.

**Background:** On May 21, 2026, the Sebring Airport Authority Board approved the Selection Committee's ranking of Allied Universal Security Services (AUS). Following approval, the Authority advanced the attached Security Services Contract for RFP #26-01, Security Guard Services. The agreement is between the Sebring Airport Authority and AUS for security guard services at Sebring Regional Airport and Industrial Park and becomes effective July 1, 2026.

The contract provides for one unarmed Class "D" licensed security officer to perform daily security services, including routine patrol of the airport and industrial park, runway and lighting inspections, FOD inspections, security fencing and gate inspections, wildlife inspections, tenant building and hangar checks, Airside Center checks, parking area patrols, assistance to pilots and guests, and coordination with law enforcement as needed.

The initial contract term is one year, beginning July 1, 2026, and ending June 30, 2027, with the option for an additional four-year term upon mutual agreement of the parties.

The first-year contract price is **<u>$180,778.00</u>**, payable in twelve equal monthly payments in arrears.

Renewal year pricing, if mutually approved, is as follows:
Year 2 — $186,136.35
Year 3 — $191,691.15
Year 4 — $197,360.94
Year 5 — $203,239.08

Additional guard services are billed at $32.93 per hour for regular time and $49.39 per hour for overtime or holiday time.

The contract price includes the contractor's patrol vehicle, including maintenance, repairs, cleaning, fuel, and related expenses, with no additional reimbursement from the Authority for those vehicle costs.

**Request**: Move to approve and authorize the Chairman or Vice Chairman to execute contract.

**Board Action:**

Approved __X____

Denied _______

Tabled _______

# SECURITY SERVICES CONTRACT

**THIS AGREEMENT** is effective July 1, 2026, by and between the between **SEBRING AIRPORT AUTHORITY**, a body politic and corporate of the State of Florida, (herein called the "Authority") and **UNIVERSAL PROTECTION SERVICE, LLC d/b/a ALLIED UNIVERSAL SECURITY SERVICES**, with an address at 6301 NW 5$^{th}$ Way, Suite 5500, Ft. Lauderdale, Florida 33309 (herein called "Contractor").

1. **PREMISE**. Authority owns, operates, and manages the Sebring Regional Airport and Industrial Park located in Highlands County, Florida (herein called "Airport"). Authority requested bids for security guard services at the Airport. Contractor submitted the lowest and best bid and Authority would like for Contractor to do the work and Contractor would like to do so on the terms and conditions set forth herein.

2. **AGREEMENT**. In consideration of the mutual covenants contained herein, and other good and valuable considerations, Contractor hereby agrees to provide security services toAuthority upon the following terms and conditions and in accordance with the Request for Proposal #26-01, Security Guard Service Detailed Specifications, Bid Response Form and Legal Provisions, which are made a part hereof and collectively constitute this contract. In the event of a conflict or inconsistency of any of the foregoing documents with any of the provisions of this contract document comprised of Sections 1 through 28, the provisions of this contract document comprised of Section 1 through 28 shall control and prevail.

3. **TERM**. The term of this contract shall be for one (1) year commencing on July 1, 2026 and ending on June 30, 2027. This contract may be extended for an additional four (4) year term upon mutual agreement of the parties.

4.1 **GUARD STANDARDS AND SERVICES**. Guards shall be employed by the contractor, who shall be responsible for hiring, training, providing uniforms, equipping, including all communication and tracking (real time) equipment as required by the Sebring Airport Authority, transportation, supervising, directing, and discharging all guards assigned to the Sebring Airport Authority. All guards must hold a valid Class D (unarmed) License issued in accordance with State of Florida regulations.

The Contractor shall perform the following tasks to ensure the quality of service:

Verify present and previous five (5) year employment record
Verify four (4) references
Conduct credit history
Social Security Number verification via E-verify
Residence verification
Driver's License verification
Drug screening (pre-employment)
Background Check (w/no felony record)

In addition, each guard shall have the following minimum qualifications:

1. Be a citizen of the United States.
2. Have a high school diploma or equivalent.
3. Guards may not be employees of Sebring Airport Authority.
4. Be physically qualified for active duties, with satisfactory vision and normal hearing capacity.
5. Guards assigned to the Sebring Airport Authority shall, at all times, represent themselves in a professional manner, and possess a demeanor suitable for security assignment.

4.2 **DAILY RESPONSIBILITIES OF SECURITY CONTRACTOR.** Contractor will provide one (1) security guard between the hours of 5:30 p.m. and 7:30 a.m., Monday through Friday and the hours of 4:30 p.m. and 7:30 a.m., Saturday through Sunday, at the Sebring Regional Airport. Guard will perform the following duties:

- Routine patrol of entire airport and industrial park. It is recognized that patrol activities will be varied to eliminate the possibility of setting a pattern which could be anticipated by anyone attempting to avoid a security patrol; however, the plan will be followed as to the general nature of patrol activities
- Conduct runways inspection on regular basis for FOD (foreign objects debris)
- Inspect and ensure all barricades are properly lighted
- Inspect runways to ensure all runway lights are operational
- Monitor Unicom and runways for arrival and departure of aircraft, assist pilots as their needs require
- Inspect security fencing and all related vehicle and pedestrian gates encompassing the Airport Operations Area
- Conduct wildlife inspections inside the Airport Operations Area
- Check locks on all tenant buildings to ensure they are properly secured
- Check outside buildings for vandalism and/or damage and report same
- Check Airside Center hourly
- Check all hangars and surrounding area for vandalism and/or damage and report same
- Patrol parking areas, assist guests according to their needs
- Guards will contact and cooperate with appropriate law enforcement authorities as necessary
- Other reasonable duties as may be directed by Sebring Airport Authority from time to time

Sebring Airport Authority may, at times, have need for additional services for special events. These needs will be addressed on an hourly basis as needed.

5. **HOURS**. Contractor will furnish one unarmed Class "D" licensed security officer, subject to prior approval of Authority, to provide daily security services, including weekends and holidays, from 5:30 p.m. to 7:30 a.m. at Airport. Authority may increase the number of hours of coverage and/or the number of officers upon ten (10) days' notice to Contractor.

6.1 **CONTRACT PRICE AND PAYMENT TERMS**. The contract price for the security services for the initial year shall be One Hundred Eighty Thousand Seven Hundred Seventy-Eight dollars ($180,778.00), paid in arears in twelve equal monthly payments. If the parties decide to extend the term of the Agreement, the contact price for each subsequent year that may be agreed upon is as follows, also to be paid in twelve equal monthly payments:

- Second Year: $186,136.35
- Third Year: $191,691.15
- Fourth Year: $197,360.94
- Fifth Year: $203,239.08

6.2 Additional Guard Services as needed:

- Regular Time: $32.93 per hour
- Overtime: $49.39 per hour
- Holiday: $49.39 per hour

The contract price includes payment for Contractor to furnish and maintain its own patrol vehicle. Contractor shall be responsible for all repair, maintenance and cleaning of its patrol vehicle, at its sole expense. Contractor shall be responsible for any fuel costs and related expenses arising from carrying out the services to the Authority. The Sebring Airport Authority will not offer additional reimbursement for these fuel expenses.

Contractor shall provide the Authority an invoice for all compensation due under this contract on a monthly basis, no later than the fifth day of every month, and thereon indicate the number of hours worked, the dates and times such hours were worked, and the amount of compensation due for the preceding month.

Authority shall pay timely and undisputed invoices within thirty days of receipt.

Contractor shall pay all sales, consumer, use and other similar taxes required by law resulting from the Services, and such costs shall not be considered in addition to the contract price.

Valid and current tax exemption certificate for Authority will be furnished to Contractor upon request.

Notwithstanding anything to the contrary, in the event that Contractor experiences an increase in its costs resulting from any increase, whether or not anticipated, in or resulting from: Federal, state or local minimum wage rates, the billing rates and maximum annual pricing set forth above shall be increased by a percentage equal to the percentage increase in Contractor's costs resulting from the items set forth in this paragraph. Contractor will provide the Authority notice of such change in the billing rates, and the Authority shall have the right to terminate this contract at any time prior to the effectiveness of such change in the billing rates.

7. **MONITORING SYSTEM**. Contractor shall utilize monitoring system of its security officers with real time capabilities and online reporting for daily review, which shall be made available to Authority upon request.

8. **ADDITIONAL DUTIES**. In addition, Contractor shall:

A. Provide 24-hour response to emergency incidents concerning safety and/or security at the Airport;
B. Coordinate inspections of runways, taxiways and ramp areas to ensure safe operations for aircrafts, including inspection for FOD (foreign object debris), airfield lighting, barricade lighting, etc. Incidents of a critical nature and unsafe conditions shall be promptly handled and resolved at the time of discovery by Contractor and non- emergency incidents shall be referred to Authority;
C. Routine monitoring of street signs for repair and/or replacement. Items of a critical nature and unsafe conditions shall be promptly handled and resolved at the time of discovery by Contractor and non-emergency items shall be referred to Authority;
D. Coordinate and monitor daily inspections of fire sprinkler and alarm systems located within the Airside Center and notification to Authority of any problems associated with routine maintenance;
E. Assist the Authority Manager or his designee with setting up for special events and meetings; and
F. Assist after hour aircraft arrivals with information, transportation to their destination and assistance and access to safety during inclement weather.

9. **DETRIMENTAL CONDUCT**. If Contractor, or its employees, agents, contractors, or representatives, exhibit or otherwise is involved in conduct unbecoming a professional to which this level of confidence is reposed, including but not limited to an incident whereby a charge is entered by a law enforcement agency, Authority may immediately terminate this contract.

10. **UNIFORMS**. Contractor shall provide its officers with full uniforms and all necessary equipment, entirely at Contractor's expense.

11. **HOLD HARMLESS**. Contractor and Contractor's employees recognize the hazardous nature of Contractor's business and hereby waive any claim that they might otherwise have against Authority for any incident resulting from this contract or Contractor's performance of Contractor's duties at Airport. Contractor hereby agrees to indemnify and hold Authority 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 except to the extent such claims are caused by the Authority's negligence. Contractor agrees to pay on behalf of Authority, and to pay the cost of Authority's legal defense, as may be selected by Contractor and approved by Authority, which approval shall not be unreasonably withheld, for all claims described in this paragraph. Such payment on behalf of Authority shall be in addition to any and all other legal remedies available to Authority and shall not be considered to be Authority's exclusive remedy.

12. **INSURANCE**. Contractor shall obtain and maintain, at Contractor's expense, the following insurance and shall not commence work hereunder until such insurance is obtainedand approved by Authority:

a. Worker's Compensation – Coverage to apply for all employees for Statutory Limits in compliance with the applicable State and Federal laws.
b. Commercial General Liability – Coverage shall include:
   a. Minimum limits of $2,000,000 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability;

b. Premises and/or Operations;
c. Independent Contractors;
d. Products and/or Completed Operations; and
e. No exclusion for Underground, Explosion or Collapse hazards.

C. Business Auto Policy – Coverage shall include:
a. Minimum limits of $2,000,000. per occurrence combined single limit forBodily Injury Liability and Property Damage Liability;
b. Owned vehicles;
c. Hired and non-owned vehicles; and
d. Employer non-ownership.

Certificate of Insurance – Certificates of all insurance evidencing the insurance coverage specified in the previous paragraphs A to C inclusive shall be filed with the Authority prior to commencement of work. Contractor will include the "Sebring Airport Authority" as additional insured, to the extent of Contractor's indemnification obligations under this Agreement and up to the required insurance coverage amount. If the initial insurance expires prior to completion of the work, renewal certificates shallbe furnished thirty (30) days prior to the date of expiration.

13. **INDEMNIFICATION AND HOLD HARMLESS.** Contractor hereby acknowledges and confirms that the contract price includes the consideration for this indemnification and hold harmless. Contractor shall, in addition to any other obligation to indemnify Authority and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the Authority, its elected officials, employees, agents and volunteers from and against all claims, actions, liabilities, losses (including economic losses), costs, including attorney fees and all costs of litigation, and judgments of every name and description arising out of or incidental to the performance of this contract, except to the extent caused by the negligence of the Authority its elected officials, employees, agents or volunteers. Any cost or expenses, including attorney fees (including appellate, bankruptcy or patent council fees), incurred by the Authority to enforce this agreement shall be borne by the Contractor. This indemnification shall also cover all claims brought against the Authority, its elected officials, employees, agents or volunteers by any employee of Contractor, subcontractor, or anyone directly or indirectly employed by any of them. The Contractor's obligation under this paragraph shall not be limited in any way to the agreed upon contract price as shown in this contract or the Contractor's limit of all services, obligations, and duties provided for in this contract, or in the event of termination of this contract for any reason, the terms and conditions of this paragraph shall survive indefinitely.

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

*If to Contractor:*
Universal Protection Service, LLC
Attn: David Macedo
david.macedo@aus.com
954-415-9976 (direct)
6301 NW 5th Way, Suite 5500
Ft. Lauderdale, FL 33309

*If to Authority:*
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.

15. **INDEPENDENT CONTRACTOR**. The parties to this contract recognize that Contractor is contracting to provide independent contractor services to Authority and neither Contractor nor any employee or agent of Contractor shall be deemed an employee or agent of Authority.

16. **DRIVING RECORDS OF CONTRACTOR'S EMPLOYEES**. Contractor shall provide Authority with copies of a driver's license check on all of Contractor's personnel working at the Airport. If personnel of Contractor is reassigned, clean driving records are to be provided to Authority at the time of reassignment and annually thereafter.

17. **DAMAGE TO PROPERTY**. Contractor agrees that all Authority or third-party owned property that is damaged by Contractor's personnel, agents, subcontractors or equipment shall be promptly repaired or replaced, at Contractor's expense, and that Authority may withhold payment hereunder until the damage is repaired or replaced.

18. **COMPLIANCE WITH APPLICABLE LAWS**. Contractor acknowledges that Authority is a drug-free workplace. Contractor covenants that all employees of Contractor working upon Authority property shall be subject to implementation of all possible provisions to maintain a drug-free environment and that Contractor will adhere to the provisions of Florida Statute s. 287.087 and the Authority's Drug-Free Workplace Program. Contractor shall comply with all applicable orders, laws, regulations, rules, and ordinances of local, state and federal authorities having jurisdiction, including, but not limited to: all provisions of the Federal Government Equal Employment Opportunity clauses issued by the Secretary of Labor on May 21, 1968 and published in the Federal Register (41 CFR Part 60-1, 33 F.2 7804); all provisions ofthe Public Entity Crimes (*Fla. Stat.* §287.133, *et seq*, as amended) and the provisions in *Fla.Stat.* §287.134, *et seq*, as amended, regarding discrimination.

19. **LICENSES, PERMITS, FEES AND ASSESSMENTS**. Contractor shall obtain, at Contractor's sole cost and expense, such licenses, permits and approvals as may be required by law for the performance of the services required by this contract. Contractor shall have the sole obligation to pay for any charges, fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed and which arise from or are necessary for the performance of theservices required by this Agreement.

20. **PROHIBITION AGAINST SUBCONTRACTING AND ASSIGNMENTS**. Neither the whole nor any interest in, nor any of the rights or privileges granted under this contract shall be assignable or transferable or encumbered in any way without the prior written consent of the Authority. Any such purported assignment, transfer, encumbrance, pledge, subuse or permission given without such consent shall be void as to the Authority.

21. **ENFORCEMENT OF AGREEMENT.**

a. Events of Default. For purposes of this Section 20, the word "Default" shall mean thefailure of Contractor to perform any of Contractor's duties or obligations or thebreach by Contractor of any of the terms and conditions set forth in this contract. In addition, Contractor shall be deemed to be in Default upon Contractor's (i) application for, consent to, or suffering of, the appointment of a receiver, trustee or liquidator for all or a substantial portion of its assets, (ii) making a general assignment for the benefit of creditors, (iii) being adjudged bankrupt, (iv) filing a voluntary petition or suffering an involuntary petition under any bankruptcy, arrangement,reorganization or insolvency law (unless in the case of an involuntary petition, the same is dismissed within thirty (30) days of such filing) or (v) suffering or permitting to continue unstayed and in effect for fifteen (15) consecutive days any attachment, levy, execution or seizure of all or a substantial portion of Contractor's assets or of Contractor's interests hereunder.

Authority shall not be deemed to be in Default in the performance of any obligation required to be performed by Authority hereunder unless and until Authority has failed to perform such obligation for a period of thirty (30) days after receipt of written notice from Contractor specifying in reasonable detail the nature and extent of any such failure; provided, however, that if the nature of the Authority's obligation issuch that more than thirty (30) days are required for its performance, then Authority shall not be deemed to be in Default if Authority shall commence to cure such performance within such thirty (30) day period and thereafter diligently prosecute the same to completion.

b. Immediate Termination for Contractor's Default. In the event of any Default by Contractor, Authority may immediately terminate this contract. Such termination shall be effective immediately upon receipt by Contractor of written notice from Authority. In such event, Contractor shall have no further rights hereunder; Authorityshall have all other rights and remedies as provided by law.

c. Termination Without Cause. Authority may terminate this contract at any timewithout the necessity of cause or Default by Contractor by giving thirty (30) days notice in writing to Contractor. In such event, Contractor shall have no further rights hereunder, except that Contractor shall be paid for all services rendered prior to such termination.

22. **ATTORNEYS' FEES AND COSTS**. Subject to the limitations of s. 768.28, Florida Statutes, in any action brought by either party for the interpretation or enforcement of the obligations of the other party, including Authority's right to indemnification, the prevailing partyshall 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.

23. **PUBLIC RECORDS**. As required by § 119.0701(2)(a), Florida Statutes:

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT mike@sebring-airport.com, phone: 863-314-1301, or 128 Authority Lane, Sebring, FL 33870.**

Contractor shall: (a) Keep and maintain public records required by Authority to perform such consulting services. (b) Upon request from Authority's custodian of public records, Contractor shall provide Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosedexcept as authorized by law for the duration of the contract term, and following completion of the contract shall ensure that all records pertinent to the services performed are returned or transferred to the Authority. (d) Upon completion of the contract, transfer, at no cost to Authority, all public records in possession of Contractor or keep and maintain public records required by Authority to perform the services. If the Contractor transfers all public records to Authority upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Authority, upon request from Authority's custodian of public records, in a format that is compatible with the information technology systems of Authority.

24. **E-VERIFY**. Pursuant to Section 448.095, Florida Statutes, Contractor shall register withand use the E-Verify system to verify the work authorization status of all newly hired employees.If Contractor enters into an agreement with a subcontractor, Contractor shall require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the Contractor shall maintain a copy of such affidavit for the duration of the agreement.

25. **GOVERNING LAW; VENUE**. This contract will be governed by and construed in accordance with the laws of the State of Florida and the parties agree to submit to a court of competent jurisdiction in and for Highlands County, Florida.

26. **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 contract shall be read and enforced as though it were included, and if, through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.

27. **OTHER**. This contract shall bind and inure to the benefit of the successors and assigns of each of the parties. The parties agree that this contract sets forth the entire agreement betweenthe parties, and that there are no promises or understandings other than those stated herein. This contract may not be amended or modified except in a writing executed by the parties.

28. **MULTIPLE ORIGINALS.** This agreement is executed in multiple copies, each copy of which shall be deemed an original.

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

Two Witnesses as to Authority:

(Printed Name) Jami Olive

(Printed Name) Andrew Bennett

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

By: ______________________

[ √ ] D. Craig Johnson, Chairman
[___] Carl Cool, Vice Chairman

Date: June 18, 2026

SEBRING AIRPORT AUTHORITY
SEAL
(corporate seal)

Two Witnesses as to Contractor:

(Printed Name) Andrew Daniels

(Printed Name) Taylor McDonald

**UNIVERSAL PROTECTION SERVICE, LLC d/b/a ALLIED UNIVERSAL SECURITY SERVICES**

By: ______________________

Print Name: Bob Wood

Title: President Florida Region

Date: 6/15/2026

(corporate seal)

## RESOLUTION SAA 26-07

**A RESOLUTION OF THE SEBRING AIRPORT AUTHORITY TO APPROVE AMENDMENT S26-06 TO THE 2025-2026 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 2025-2026 Budget Amendment S26-06 as presented.

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

**PASSED AND ADOPTED** this 18th day of June 2026.

(SEAL)

SEBRING AIRPORT AUTHORITY SEAL

**SEBRING AIRPORT AUTHORITY**

By: ______________________

Mike Willingham, Ex. Director

*SEBRING AIRPORT AUTHORITY*
*BUDGET AMENDMENT# S26-06*
*EFFECTIVE ACCOUNTING PERIOD: APRIL 2026*

*6/18/2026*

*SUBMITTED BY:* Colleen Plonsky
*SIGNED BY:* Colleen Plonsky

| REVENUE CENTER | ACCOUNT | ACCOUNT NAME | PRIOR BUDGET AS | INCREASE | DECREASE | REVISED | Reason: |
|---|---|---|---|---|---|---|---|
| FBO | 344-001-FBO | JET A SALES | $ 1,165,000.00 | $ 835,000.00 | $ - | $ 2,000,000.00 | BUDGET UNDERSTATED |
| FBO | 344-014-FBO | RAMP & AFTER HOURS FEES | $ 90,000.00 | $ 60,000.00 | | $ 150,000.00 | BUDGET UNDERSTATED |
| SAA | 362-210-SAA | SIR SPECIAL EVENTS - TICKET REVENUE | $ 245,000.00 | $ 15,000.00 | $ - | $ 260,000.00 | BUDGET UNDERSTATED |
| Total Revenue Increase/Decrease | | | $ 1,500,000.00 | $ 910,000.00 | $ - | $ 2,410,000.00 | |
| COST CENTER (expenses) | | | | | | | |
| FBO | 512-030-FBO | OPERATING EXPENSE | $ 21,000.00 | $ 21,000.00 | | $ 42,000.00 | BUDGET UNDERSTATED |
| Total Expenses Increase/Decrease | | | $ 21,000.00 | $ 21,000.00 | $ - | $ 42,000.00 | |
| | | | Prior Month Budgeted Operating Reserve | Current Month Revenue - Inc/(Dec) | Current Month Expense - Inc/(Dec) | Revised Budgeted Operating Reserve | |
| | | | $1,448,340.00 | $ 910,000.00 | $ 21,000.00 | $2,337,340.00 | |

**REQUEST #:** S26-06

**TRANSFER TYPE:**
- □ ITEM TO ITEM
- x OPERATING RESERVE
- x BY RESOLUTION # SAA 26-07

**BOARD APPROVAL:**

Executive Director Mike Willingham

# Airport Executive BRIEF

SEBRING
MULTIMODAL LOGISTICS CENTER

CONTENTS



## Industry Update: Honda Achieves Full-Scale eVTOL Flight Milestone


Honda recently completed the first hover flight of its full-scale hybrid-electric eVTOL (electric vertical takeoff and landing) technology demonstrator, marking another milestone in the rapidly evolving Advanced Air Mobility (AAM) sector.

The successful test highlights continued investment by major manufacturers in next-generation aviation technologies and reinforces growing momentum across the AAM industry. Honda's hybrid-electric approach is designed to support longer regional missions than many battery-only concepts and represents another step toward future commercial deployment.

As Sebring Regional Airport continues to advance its Advanced Air Mobility initiatives, including its FAA-approved Vertiport Conceptual Layout Plan, developments such as these demonstrate the ongoing progress being made across the industry.

## Staff Highlight: Colleen Plonsky


Sebring Regional Airport Director of Finance and Human Resources Colleen Plonsky continues to play a vital role in supporting the Airport Authority's financial operations, grant management, budgeting, payroll, and compliance functions.

Working alongside a small accounting team, Plonsky oversees financial reporting, vendor payments, employee benefits administration, and grant reimbursements tied to airport projects and infrastructure initiatives.

"The whole airport essentially flies as a team," Plonsky shared. "It has been wonderful. We're like a family." Read more.

## Community Highlight: Lake Placid Caladium Festival

The annual Lake Placid Caladium Festival returns July 24–26, celebrating Lake Placid's designation as the "Caladium Capital of the World." The event showcases the region's signature flower crop through garden tours, arts and crafts, entertainment, food vendors, and community activities.

As one of Highlands County's most recognized annual events, the festival attracts visitors from throughout Florida and beyond, contributing to regional tourism and economic activity.

## STAFF ENGAGEMENT & INDUSTRY LEADERSHIP


# Sebring Regional Airport Featured in Aviation Podcast

Deputy Director Andrew Bennett was recently featured in a podcast interview with aviation host John Roush, providing a behind-the-scenes look at current and future initiatives at Sebring Regional Airport.

Topics discussed included the new fuel farm project, taxiway improvements, the LED lighting upgrade project, Webster Turn Drive reconstruction, grant funding strategies, and the airport's FAA-approved conceptual vertiport layout supporting Advanced Air Mobility planning.

The interview serves as a valuable opportunity to highlight the airport's ongoing infrastructure investments and long-term vision for aviation growth

## AVIATION HERITAGE SPOTLIGHT: DORIS GENTRY HAWTHORNE

Marva and I recently had the pleasure of spending time with Doris Gentry Hawthorne, a remarkable community leader whose contributions have helped shape Highlands County for generations.

Many residents know Doris through her distinguished public service as Mayor of Avon Park, a member of the Highlands County Board of County Commissioners, and a member of the Sebring Airport Authority. During the Airport Authority's formative years, Doris played an important role in helping secure local government support for critical infrastructure improvements that contributed to the airport's continued growth and development.

Beyond her public service, Doris is perhaps best known as the visionary founder of the Sebring High School High Steppers. Under her leadership, the organization grew from humble beginnings into one of the school's most respected and enduring traditions. Through her emphasis on discipline, teamwork, professionalism, and personal responsibility, she positively influenced generations of young women and left a lasting impact on the community.

This year, Doris celebrates her 88th birthday. Her legacy can be seen not only in the organizations she helped build, but also in the countless lives she touched through her leadership, mentorship, and dedication to public service.

On behalf of the Sebring Airport Authority, we extend our appreciation and best wishes to Doris as we celebrate a life dedicated to community, leadership, and service.

— Mike Willingham, Executive Director

## AIRPORT UPDATES

### Taxiway Delta Construction

Project achieved substantial completion on June 8th and was officially opened for public use on June 10th.

### Taxiway Charlie Design

Grant received from FAA for a portion of design costs.

### Fuel Farm Expansion

Project is 100% complete and both tanks passed the required soak tests. Staff are awaiting imminent FAA STC approval for Unleased 100R.

### Taxiway Alpha Design Rehabilitation

100% Design Drawings and Specifications have been approved by the Federal Aviation Administration (FAA) and Florida Department of Transportation (FDOT). Project has been advertised for bid. Bids are due on July 6th.

SAA/CRA Board Meeting
**June 18**

SAA/CRA Board Meeting
**July 16**

EAA Air Venture
**July 20-26**

Caladium Festival
**July 24-26**

SAA/CRA Board Meeting
**August 20**

SAA/CRA Board Meeting
**September 24**

**SEBRING**
MULTIMODAL LOGISTICS CENTER

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

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

## SITE MAP

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


**ACCELERATE** YOUR BUSINESS'S POTENTIAL