# Sebring Airport Authority Board Meeting Agenda June 20, 2021

1:00 p.m.

Hendricks Field Sebring Airside Center

### 1. OPENING ITEMS

- a) Call to Order
- b) Invocation
- c) Roll Call
- d) Announcements

### **Upcoming Meetings & Events**

Date	Time	Meeting/Event_	Location
07/15/2021	1:00pm	SAA/CRA Board Meeting	Hendricks Field Center
Interested perso	ns may attend tha	t meeting by calling 754-837-9893 and	entering the following conference
code 148-135-11	5#.		

### 2. MISCELLANEOUS

### 3. CONSENT AGENDA

- a) Approve May 2021 Minutes
- b) Approve May 2021 Invoices

### 4. ACTION ITEMS

- a) RFP #21-01 Security Services Award and Contract
- b) Resolution 21-06 Approving Budget Amendment S21-05

### CONTINGENT ACTION ITEMS

### 5. EXECUTIVE DIRECTOR MONTHLY SUMMARY

Jamie Urey – ADS Gaetan Fouozing - DUC Propellers USA, Inc. FBO Report – Jason Ali

### 6. BOARD OF DIRECTORS' BUSINESS

Form One due July 1st

### 7. CONCERNS OF THE PUBLIC

### 8. ADJOURNMENT

If a person decides to appeal any decision made by the Board at any meeting or hearing, he will need a verbatim record of the proceedings. The record must include the testimony and evidence upon which the appeal is to be based. Sebring Airport Authority also gives notice that the Chairman is authorized to cancel or postpone any scheduled meeting or hearing by directing the Executive Director to so inform all Board members and any other interested parties and the press. Sebring Airport Authority does not discriminate upon the basis of any individual's disability status. This non-discriminatory policy involves every aspect of the Board's functions, including one's access to, participation in, employment of, or treatment in its programs or activities. Anyone requiring reasonable accommodations as provided for in the Americans with Disabilities Act should contact Beverly K. Glarner, Sebring Airport Authority at 863-314-1301.

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

### SEBRING AIRPORT AUTHORITY BOARD MEETING May 20, 2021

The Sebring Airport Authority Board of Directors held a scheduled Board Meeting on May 20, 2021 at 1:00 p.m. in person and by telephone-technology conference call. A quorum was met with the following in attendance:

Craig Johnson - Chairman
Mark Andrews - Asst. Secretary
Carl Cool - Secretary
Sidney Valentine - Board Member
Stanley Wells - Board Member
Terrill Morris - Board Member

### Also

Mike Willingham - Executive Director
Beverly Glarner - Executive Assistant
Colleen Polonsky - Director of Finance
Bob Swaine - Swaine and Harris

Jason Ali - Sebring Airport Authority

Eldy Gall - Spring Lake Improvement Assoc

Craig Sucich - Avcon Kevin McCauley - Atkins

Brad Dostal - Turf Care Supply Corp.

Berk Edwards - Edwards Mediation & General Counsel

### 1. OPENING ITEMS

- A. Meeting was called to order at 1:00 p.m.
- B. The Invocation and Pledge were led by Bob Swaine.

### C. Roll Call

Mark Andrews, Sid Valentine, Carl Cool and Stanley Wells were in person Craig Johnson and Terrill Morris was telephonically present for the meeting. Pete McDevitt was absent. Chairman asked if anyone wanted to be identified as a caller.

### D. Election of Officers

Chairman opened the floor for nominations of Officers. Stanley Wells nominated the following slate of Officers: Chairman – Pete McDevitt, Vice Chairman – Carl Cool, Secretary – Mark Andrews, Asst. Secretary – Sid Valentine

Chairman asked if there were any other nominations. Hearing none Chairman closed the nominations. There was a motion by Stanley Wells to approve the slate of Officers and a second by Mark Andrews. The motion was passed with aye votes by Wells, Morris, Andrews, Johnson, Cool and Valentine.

### E. Announcements

Interested person may attend SAA/CRA Board Meeting by calling 754-837-9893 and entering conference code 148-135-115#.

### 2. CONSENT AGENDA

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

There was a motion by Mark Andrews to approve the Consent Agenda and a second by Sid Valentine. The motion was passed with aye votes by Wells, Cool, Morris, Valentine and Andrews. Johnson abstained.

### 3. MISCELLANEOUS

### 4. ACTIONITEMS

### A. Turf Care Supply Corp. - Lease Bldgs 916-917-918-919

This item was presented by Mike Willingham. Brad Dostal from Turf Care explained the intended use of the facility. There was a motion by Sid Valentine to approve and a second by Stanley Wells. The motion was passed with aye votes by Johnson, Morris, Wells, Cool, Valentine, and Andrews.

### B. Turf Care Supply Corp. – Landlords Waiver

This item was presented by Bob Swaine. There was a motion by Mark Andrews to approve and a second by Sid Valentine. The motion was passed with aye votes by Johnson, Wells, Cool, Morris, Valentine, and Andrews.

### C. Resolution 21-05 Approving Budget Amendment S21-04

This item was presented by Colleen Plonsky. There was a motion by Sid Valentine to approve and a second by Stanley Wells. The motion was passed with aye votes by Johnson, Wells, Cool, Morris, Valentine, and Andrews.

### D. SEF Track Reconstruction - American Railroad Company Change Order #2

This item was presented by Mike Willingham. There was a motion by Mark Andrews to approve and a second by Stanley Wells. The motion was passed with aye votes by Johnson, Wells, Cool, Valentine, Morris, and Andrews.

### 5. DIRECTOR REPORT

Executive Director Mike Willingham gave his report. Jason Ali spoke about the Range/FBO activities.

### 6. BOARD OF DIRECTOR'S BUSINESS

### 7. CONCERNS OF THE PUBLIC

### 8. ADJOURNMENT

Chairman adjourned meeting at 1:31pm.

Mike Willingham, Executive Director

6.17.20

Approved by Board

# Invoices Paid In May 2021 Presented In June 2021 Board Meeting

	A/FBO - PAID INVOICES	AMOUNT	DESCRIPTION
05/01/21 Ascent - World	d Fuel	\$46.00	FBO: May 2021 VX520 Comm Fee & Warranty
05/04/21 Cintas			SAA/FBO: Weekly Air Freshener Service; Weekly FBO Uniforms for All Four Employees
05/04/21 Coastal MRO			SAA: Pre-Employment Screening for S. Carkeet
05/04/21 Department of	Management Services	\$297.53	SAA/FBO: March 2021 Audio, Long Distance & Local Service
05/04/21 Highlands Nev			SAA: Subscription Renewal for 26 Weeks of Newspaper
05/04/21 Pauls Plantsca	apes - Paul Valladares Jr.	\$270.00	SAA/FBO: May 2021 Plant Service
05/04/21 Peace River E			FBO: Electricity for APBR
05/04/21 Rapid Systems	S		SAA/FBO: Monthly Internet Service
05/04/21 RW Summers	Railroad Contractor, Inc	\$406.00	SAA: April 2021 Monthly Track Inspection
05/04/21 TechHouse:Int	tergrated		SAA/FBO: May 2021 Recurring Monthly Software Fees
05/04/21 TechHouse:Int	tergrated	\$218.75	SAA: General IT Issues; Create New User & LastPass App Issues
05/04/21 Fraser Auto Re	epair dba Big John's Garage		FBO: Service Completed on Jet-A Truck; Includes Service Call, Oil Change, Fuel Filter Change, Air
			Filter Change
05/04/21 Cintas Corpora	ation No. 2	\$245.75	FBO: First Aid Cabinet Supply Replenished; Gloves & Lysol Wipes
05/04/21 Luis A. Pratts			FBO: Travel Reimbursement for Mileage to APBR
05/04/21 RelaDyne Flor			FBO: Bulk Oil for Resale
05/04/21 Sebring Airpor	t Authority		FBO: February 2021 Expenses Due March
05/11/21 Atkins			SAA: April 2021 Wildlife Hazard Assessment - Grant Reimbursed
05/11/21 Atkins			SAA: April 2021 Star Farms - Grant Reimbursed
05/11/21 Atkins			SAA: April 2021 SEF CSX Rail Spur Phase 2 - Grant Reimbursed
05/11/21 Avcon			SAA: April 2021 SEF CSX Rail Spur Phase 2 - Grant Reimbursed
05/11/21 Bryant Miller &	Olive P.A.		SAA: March 2021 Legal Services RE: Ongoing Legal Matters
05/11/21 Cintas			SAA/FBO: Bi-Weekly Service; Logo Mats, Scraper Mats, Air Freshener/Disp, Soap/Disp,
			GermX/Disp; FBO Uniforms for Five Employees
05/11/21 Federal Expres	ss Corporation		SAA: Express Shipping
05/11/21 Jason Ali			SAA/FBO: Travel Reimbursement for Mileage
05/11/21 Rapid Systems			SAA: May 2021 Internet Service - Executive Assistant Home Office
05/11/21 Shutts & Bowe			SAA: April 2021 Star Farms - Grant Reimbursed
05/11/21 TechHouse:Int	tergrated		SAA: General IT Support; Airport Manager Sign In OneDrive, SharePoint
05/11/21 Mike Willingha		\$576.47	
05/11/21 Swift Fuels, LL	.C		FBO: UL94_AvGas Fuel at Sebring
05/18/21 Big Messages	LLC		SAA: After Hours Telephone Answering Service
05/18/21 Sandra Sodic			SAA: Local Travel Expenses Jan - May 7, 2021
05/18/21 TechHouse:Int			SAA: Dynamics 365 Custom-Fit Product
05/18/21 TechHouse:Int	tergrated		SAA: General IT Support; Issues with Airport Manager Login, Laptop Setup, Teams Calls, Outlook
			and On-Site Visit
05/18/21 Cintas Corpora		\$39.37	FBO: First Aid Cabinet Supply Replenished; Gloves & Lysol Wipes
05/25/21 Bryant Miller &			SAA: April 2021 Legal Services RE: On Going Legal Matters
05/25/21 Bugs Bee-War			SAA: Bi-Monthly Lawn Care 04.08.21
05/25/21 C & C Plumbin	g, Inc	\$618.45	SAA: Service Call; Repaired Water Fountain in Terminal Bldg - Supplied & Installed New Stop;
			Checked for Leak Near T-Hangars, Found No leak
05/25/21 Copy Life Inc			SAA: Service Call; Add New Employee to Scan to Email, Update Address Book, Correct Time & Date
05/25/21 Curren Electric	Co., Inc	\$2,342.00	SAA: Install New Cabling for New Antenna System ADS/B by Executive Director's Office for
			Flightwatch, Airport Supplied all Material
05/25/21 Department of	Management Services	\$293.55	SAA/FBO: April 2021 Audio, Long Distance and Local Service
05/25/21 Florida Division	n of Emergency Management		SAA: Repayment of Public Assistance project (PW 868)
05/25/21 Peterson & My		\$2,765.00	SAA: April 2021 General On-Call Services

# Invoices Paid In May 2021 Presented In June 2021 Board Meeting

DATE	SAA/FBO - PAID INVOICES	AMOUNT	DESCRIPTION
05/25/21	Southwood Garage Doors	\$1,750.00	SAA: Replaced Liftmaster Continuous Duty Hoist Operator on Bldg 22 (Tecnam)
05/25/21	Stanley Access Technologies LLC	\$670.00	SAA: Yearly Warranty on Automatic Door in Terminal Building
05/25/21	TechHouse:Intergrated	\$812.00	SAA/FBO: June 2021 Recurring Monthly Software Fees
05/25/21	TechHouse:Intergrated	\$38.75	SAA: General IT Support; Email Issue
	Gibson Aviation Services, Inc.	\$212.65	FBO: Parts for Repair to Jet-A Truck at APBR
	Gibson Aviation Services, Inc.	\$220.53	FBO: Parts for Repair to Jet-A Truck at APBR - Pressure Vacuum Vent
05/25/21	Gibson Aviation Services, Inc.	\$685.90	FBO: Rebuilt OPW 1 1/2" 295 Overwing Nozzle - UL94 Fuel Farm Dispenser at KSEF
05/25/21	Sebring Airport Authority	\$13,698.68	FBO: April 2021 Expenses Due May 2021
05/28/21	Petty Cash Reimbursement	\$374.10	SAA: Petty Cash Reimbursement thorugh 5.27.21

**TOTAL PAID INVOICES: \$168,627.63** 

# May 2021 P-Cards

Purchase Date	Vendor Name	Amount	Description
5/3/2021	SHELL OIL 57542517701	\$45.48	FBO: Fuel for Courtesy Town Car
5/3/2021	APEX OFFICE PRODUCTS INC		SAA: Wire Mesh Paper Clip Holder
5/5/2021	AMZN Mktp US V99V48083	\$94.97	FBO: Raspberry Pi Computer for Use at FBO TV Display
5/5/2021	RACEWAY 994 53609947	\$63.00	SAA: Fuel for Maintenance Truck
5/5/2021	HARBOR FREIGHT TOOLS 538	\$31.96	SAA: Wheel Chocks for FBO
5/5/2021	THE HOME DEPOT #6340	\$65.64	SAA: Wasp Spray for FBO
5/5/2021	APEX OFFICE PRODUCTS INC	\$264.95	SAA: Laser Ink Cartridges
5/6/2021	DISH NETWORK-ONE TIME	\$121.32	FBO: Monthly Satellite Service for Pilot's Lounge - May 2021
5/6/2021	DRI UPRINTING	\$196.00	FBO: Printing for SAA Water Bottle Wraps
5/6/2021	REPUBLIC SERVICES TRASH	\$211.88	SAA/FBO: Monthly Recycling Service - May 2021
5/6/2021	WCI SEBRING HAULING		SAA/FBO: Monthly Waste Collection - May 2021
5/6/2021	OES GLOBAL INC	•	FBO: Green Cones and Wheel Chocks
5/10/2021	ADOBE ACROPRO SUBS	\$152.91	SAA: Monthly Subscriptions
5/10/2021	IN EBRIDGE, INC		SAA: Monthly Fee for Record Retention
5/10/2021	SWK TECHNOLOGIES INC		SAA: Monthly Fee for Mas90 Online Services - May 2021
5/1 1/2021	AMZN Mktp US 2L9KN52D1		FBO: Two Unicom Radios for Use by FBO Staff
5/1 1/2021	TRAFFICSAFETYSTORE.COM		FBO: Five Pairs of Marshalling Wands for use by FBO Staff
5/12/2021	VERIZONWRLSS RTCCR VB		SAA/FBO: Monthly Mobile Service April 2021
5/13/2021	HARBOR FREIGHT TOOLS 538	•	FBO: AA Batteries for Resale to Customers
5/13/2021	CENTRAL FLORIDA TIRE TERM		FBO: Two Tires for Jet-A Truck at KSEF to Replace Two Worn Tires
5/13/2021	RUNWAY CAFE		SAA: Executive Director and Prospect for Bldgs. 916-919 Lunch
5/13/2021	GRIFFINS CARPET MART INC		SAA: Floor Wax and Floor Stripper for Upkeep of Restaurant
5/13/2021	TRTAX&ACTGPROFESSIONAL		SAA: Monthly Subscription Fixed Asset Software
5/17/2021	PEACE RIVER ELECTRIC		FBO: Security Deposit for New Electric Service at APBR
5/17/2021	WWW.SENTRYLINK.COM		SAA: Employee Background Check
5/17/2021	FLORIDA AIRPORTS COUNCIL		SAA: FL. Airport Council Conference Registration for S. Carkett
5/18/2021	GG III SAVE A LOT#	•	FBO: Water Bottles Purchased for FBO Customers and Staff
5/19/2021	SHELL OIL 57542517701		FBO: Fuel for Courtesy Town Car
5/19/2021	WWW.SENTRYLINK.COM		SAA: Employee Background Check
5/19/2021	GATE 1204 Q80		SAA: Fuel for Courtesy Tahoe
5/20/2021	AMZN Mktp US 2L6IJ7Y42		FBO: High Visibility Vests for FBO Staff
5/20/2021	CENTRAL FLORIDA TIRE TERM	\$1,818.00	FBO: Four Tires Purchased for Jet-A Truck at KSEF to Replace the Four Older Tires
5/20/2021	YARBROUGH TIRE & SERVICE	\$519.90	FBO: Golf Cart Tires for FBO
5/21/2021	AMZN Mktp US 2R42P9VL1	\$99.28	FBO: MPD-400 Antenna Cable to repair FBO Unicom

# May 2021 P-Cards

Purchase Date	Vendor Name	Amount	Description
5/21/2021	FIS OUTDOOR	\$11.81	SAA: Parts for Water Line Repair for T Hangars
5/22/2021	LOOPNET INC	\$104.00	SAA: Online SAA Realty Listing Company
5/23/2021	OFFICE DEPOT #2362	\$163.98	SAA: Laser Ink Cartridges
5/23/2021	AAAE		SAA: Membership for Association of Airport Executives
5/24/2021	EXXONMOBIL 98809494	\$66.82	SAA: Executive Director Vehicle Fuel
5/24/2021	SHELL OIL 57542517701	\$61.00	SAA: Fuel for Maintenance Truck
5/24/2021	ALLEN ENTERPRISES INC	\$197.70	SAA: Runway Lighting
5/25/2021	RAILROAD TOOLS AND SOLUTI	\$161.07	SAA: Lubricant for Rail Road Switches
5/25/2021	THE HOME DEPOT #6340	\$29.98	SAA: Shower Head for FBO Shower
5/26/2021	APEX OFFICE PRODUCTS INC	\$123.15	SAA: Copy Paper, 3 - 1", 2 - 2", and 1 - 3" Binders
5/27/2021	EXXONMOBIL 98809494	\$47.78	SAA: Executive Director Vehicle Fuel
5/27/2021	THE HOME DEPOT #6340	\$20.47	SAA: Bolts and Hardware for T Hangar Door
5/27/2021	APEX OFFICE PRODUCTS INC	\$78.96	SAA: 1 - 3" Binders and 3 - 4" Binders
5/27/2021	APEX OFFICE PRODUCTS INC	\$16.17	SAA: Blue Gel Pens, Paper Binder Clip Fasteners
5/28/2021	COWPOKESS WATERING HOLE	\$156.85	SAA: Executive Director and Global Engine Lunch
5/28/2021	RACEWAY 994 53609947	•	SAA: Fuel for Maintenance Truck
5/28/2021	APEX OFFICE PRODUCTS INC		SAA: Day Planner 2021, Clear Sheet Protectors
5/28/2021	AAAE		SAA: National Airports Conference Registration - Ex. Director
5/29/2021	AMZN Mktp US 2R8V64HA2	•	SAA: Internet Boosters for Home Office
6/1/2021	NAPA STORE 1862230	\$8.93	FBO: Circuit Breaker for KSEF Jet-A Fuel Truck; Super Glue to Repair Self Serve Receipt Door
6/1/2021	FDEP PAYMENT SYSTEM	\$500.00	SAA: NDPES Permit:: Multi Use Generic Permit for Stormwater Discharge
6/2/2021	FDEP PAYMENT SYSTEM	\$125.00	FBO: Storage Tank Placards Purchased for KSEF and APBR Fuel Facilities
6/2/2021	COWPOKESS WATERING HOLE	\$76.11	SAA: Executive Director, P Lockwood, S. Carkeet Lunch
6/3/2021	OES GLOBAL INC	\$1,205.30	FBO: Cones and Chocks for FBO

Total Due \$13,407.22

# Accounts Payable Aged Invoice Report Open Invoices - Aged by Invoice Date - As of 5/11/2021 Sebring Airport Authority (SAA)

Invoice Number	Invoice Date	Due Date	Invoice Balance	Current	30 Days	60 Days	90 Days	120 Days	
A&LLOCK Cra	aig D. Curtis								
3387	5/6/2021	6/5/2021	115.00	115.00	0.00	0.00	0.00	0.00	SAA: Install Dead Bolt Lock on Exterior Door on Second Floor at Tecnam
٧	endor A&LLC	OCK Totals:	115.00	115.00	0.00	0.00	0.00	0.00	
ALLENNO Alle	en Norton & E	Blue, P.A.							
152523	4/30/2021	5/30/2021	300.00	300.00	0.00	0.00	0.00	0.00	SAA: April 2021 Legal Services - RE: RFP SAA Security Service, ADA Requirements, Background Checks, TSA Regulations
V	endor ALLEN	INO Totals:	300.00	300.00	0.00	0.00	0.00	0.00	
ATKINS Atkins	s								
1948951 OC	4/30/2021	5/30/2021	3,772.50	3,772.50	0.00	0.00	0.00	0.00	SAA: April 2021 General On-Call Services
	Vendor ATK	INS Totals:	3,772.50	3,772.50	0.00	0.00	0.00	0.00	
AVCON Avcor	n, Inc.								
119962 OC	4/30/2021	5/30/2021	2,253.25	2,253.25	0.00	0.00	0.00	0.00	SAA: April 2021 General On-Call Services
	Vendor AVC	ON Totals:	2,253.25	2,253.25	0.00	0.00	0.00	0.00	
BUGS Bugs B	Bee-Ware Ext.	, Inc.							
103701	5/8/2021	5/22/2021	385.00	385.00	0.00	0.00	0.00	0.00	SAA: Palm Tree Injections
	Vendor Bl	JGS Totals:	385.00	385,00	0.00	0.00	0.00	0.00	
CALEUS Math	ias Hutzenla	ub							
399	4/30/2021	5/30/2021	7,504.60	7,504.60	0.00	0.00	0.00	0.00	SAA: April 2021 Security Service
	Vendor CALI	EUS Totals:	7,504.60	7,504.60	0.00	0.00	0.00	0.00	
CINTAS Cintas	S								
4082756379	4/28/2021	5/28/2021	86.46	86.46	0.00	0.00	0.00	0.00	SAA/FBO: Air Freshener Svc; Weekly FBO Uniforms for Employees
4083353405	5/5/2021	6/4/2021	382.46	382.46	0.00	0.00	0.00	0.00	SAA/FBO: Bi-Weekly Service; Logo Mats, Scraper Mats, Air Freshener/Disp Soap/Disp, GermX/Disp; FBO Uniforms for Employees
4084022 <b>72</b> 8	5/12/2021	6/11/2021	89.06	89.06	0.00	0.00	0.00	0.00	SAA/FBO: Air Freshener Svc; Weekly FBO Uniforms for Employees
	Vendor CIN	TAS Totals:	557.98	557.98	0.00	0.00	0.00	0.00	

# Accounts Payable Aged Invoice Report Open Invoices - Aged by Invoice Date - As of 5/11/2021 Sebring Airport Authority (SAA)

Invoice Number	Invoice Date	Due Date	Invoice Balance	Current	30 Days	60 Days	90 Days	120 Days		
DIANARI Dian	a Ries Desigr	ıs, Inc.								
13614	4/30/2021	5/30/2021	1,280.00	1,280.00	0.00	0.00	0.00	0.00	SAA/CRAYAZ: April 2021 Website Updates	
	Vendor DIAN	ARI Totals:	1,280.00	1,280.00	0.00	0.00	0.00	0.00		
EDWMED Edwards Mediation & General Counsel Services, PLLC										
421	4/30/2021	5/30/2021	562.50	562.50	0.00	0.00	0.00	0.00	CRA: April 2021 Services; Review Ordinances, Second Plan Update & 2020 Audited Financial Statements	
,	Vendor EDWN	MED Totals:	562.50	562.50	0.00	0.00	0.00	0.00		
JACKS Jack's	Lawn Service	e								
2188	5/1/2021	5/31/2021	7,750.00	7,750.00	0.00	0.00	0.00	0.00	SAA: May 2021 Lawn & Landscape Care	
	Vendor JAC	KS Totals:	7,750.00	7,750.00	0.00	0.00	0.00	0.00		
SHUTTS Shut	ts & Bowen, L	.LP								
1539998 CITY	4/30/2021	5/30/2021	216.00	216.00	0.00	0.00	0.00	0.00	SAA: April 2021 Legal Services - City of Sebring	
	Vendor SHU	TTS Totals:	216.00	216.00	0.00	0.00	0.00	0.00		
SWAINE Swai	ne, Harris & V	Vohl, P.A.								
2655 OC	4/30/2021	5/30/2021	3,602.50	3,602.50	0.00	0.00	0.00	0.00	SAA: April 2021 Legal Services - General On-Call Services	
2656	4/30/2021	5/30/2021	1,277.00	1,277.00	0.00	0.00	0.00	0.00	SAA: April 2021 Legal Services - Ketelaars Claim	
	Vendor SWA	INE Totals:	4,879.50	4,879.50	0.00	0.00	0.00	0.00		
	Rej	oort Totals:	29,576.33	29,576.33	0.00	0.00	0.00	0.00		

# Accounts Payable Aged Invoice Report Open Invoices - Aged by Invoice Date - As of 5/11/2021 Sebring Airport Authority (FBO)

Invoice Number	Invoice Date	Due Date	Invoice Balance	Current	30 Days	60 Days	90 Days	120 Days	
ASCENT	Ascent Avia	tion Group							
739901	3/29/2021	5/13/2021	17,982.97	0.00	17,982.97	0.00	0.00	0.00	FBO: Jet-A Fuel at APBR
739904	4/15/2021	5/30/2021	17,706.74	17,706.74	0.00	0.00	0.00	0.00	FBO: Jet-A Fuel at APBR
747653	4/27/2021	5/17/2021	18,114.88	18,114.88	0.00	0.00	0.00	0.00	FBO: Jet-A Fuel at Sebring
747654	4/28/2021	5/18/2021	29,178.92	29,178.92	0.00	0.00	0.00	0.00	FBO: 100LL AvGas Fuel at Sebring
S024173	5/1/2021	5/21/2021	297.50	297.50	0.00	0.00	0.00	0.00	FBO: May 2021 VX520 Comm Fee & Warranty
M253033	5/5/2021	5/25/2021	62.24	62.24	0.00	0.00	0.00	0.00	FBO: WingPoints Issued Thorugh 5.5.21
\	endor ASC	ENT Totals:	83,343.25	65,360.28	17,982.97	0.00	0.00	0.00	
	Rej	port Totals:	83,343.25	65,360.28	17,982.97	0.00	0.00	0.00	

## SEBRING AIRPORT AUTHORITY AGENDA ITEM SUMMARY

June 17, 2021

**MEETING DATE:** 

PRESENTER:	Mike Willingham
AGENDA ITEM:	RFP #21-01 – Security Services
proposers fulfilled the RFP re	SAA staff advertised RFP #21-01, in April for the above- g Regional Airport. Seven (7) proposals were received and all equirements. Tabulation is attached for your reference and curity Services was deemed the most responsive, responsible
Staff recommends the award requests Board to approve the	to Allied Universal Security Services for security services and eattached contract.
REQUESTED MOTION: execute contract.	Move to approve and authorize the Executive Director to
BOARD ACTION:	
APPROVED DENIED DEFERRED OTHER	

### SECURITY SERVICES CONTRACT

**THIS AGREEMENT** is made and entered into this 17 day of June, 2021, 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<sup>th</sup> 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 to Authority upon the following terms and conditions and in accordance with the Request for Proposal #21-01, 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 August 1, 2021 and ending on July 31, 2022. This contract may be extended for an additional four (4) year term upon mutual agreement of the parties.
- 4. SERVICES. Contractor shall furnish one unarmed Class "D" licensed security officer to patrol the Airport during the hours set forth herein, who shall promptly reporting anything of a suspicious nature by radio to the appropriate authorities, including any unauthorized vehicles or aircraft, open doors and windows, and suspicious activities or fires, and shall also perform the following duties:
  - A. Routine patrol of entire Airport, on foot and by vehicle. 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.
  - B. Conduct runways inspection on regular basis for FOD (foreign objects debris) and promptly notify Authority of any such FOD.
  - C. Inspect and ensure all barricades are properly lighted and promptly notify Authority of any unlit barricades.
  - D. Inspect runways to ensure all runway lights are operational and promptly notify Authority of any unlit runways.
  - E. Monitor Unicom and runways for arrival and departure of aircraft, assist pilots as their needs require.
  - F. Check locks on all tenant buildings to ensure they are properly secured and promptly notify Authority of any unsecured buildings.
  - G. Check outside buildings for vandalism and/or damage and promptly notify Authority of any vandalism or damage.

- H. Check Airside Center hourly.
- I. Check all hangars and surrounding area for vandalism and/or damage and promptly notify Authority of any vandalism or damage.
- J. Patrol parking areas, assist guests according to their needs.
- K. Guards will contact and cooperate with appropriate law enforcement authorities as necessary.

In addition, Contractor shall perform all other reasonable security duties as may be directed by Authority from time to time. Contractor shall provide Authority with a general plan of its patrol activities, setting forth the areas to be covered and the estimated frequency of coverage. It is recognized that patrol activities will be varied to eliminate the possibility of setting a pattern which could be anticipated by anyone to avoid a security patrol. However, the plan will be followed as to the general nature of the patrol activities.

Contractor's security officers shall be physically qualified for active duties and shall at all times represent themselves in a professional manner and possess a demeanor suitable for security assignment.

- HOURS. Contractor will furnish one unarmed Class "D" licensed security officer, subject 5. to prior approval of Authority, to provide daily security services, including weekends andholidays, from 6:00 p.m. to 7:00 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. CONTRACT PRICE AND PAYMENT TERMS. The contract price for the security services shall be pursuant to the following hourly rates based on contract year. The contract price for the services shall be \$31.99 per hour (max. annual: \$151,376.68) for the first year. If renewed, contract price for the security services shall be:
  - Second Year: \$32.95 per hour (max. annual: \$155,919.40)
  - Third Year: \$33.27 per hour (max. annual: \$157,433.64)
  - Fourth Year: \$33.59 per hour (max. annual: \$158,047.88)
  - Fifth Year: \$33.91 per hour (max. annual: \$160,462.12)

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. Authority will supply, at its expense, the fuel necessary for Contractor's patrol vehicle to patrol the Airport. The fuel shall be dispensed only by Authority FBO staff and only during normal Airport FBO hours.

Any additional guard services requested by Authority in writing will be paid at the rates listed on Contractor's Bid Response Form.

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 nonemergency 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.
- 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. <u>INSURANCE</u>. Contractor shall obtain and maintain, at Contractor's expense, the following insurance and shall not commence work hereunder until such insurance is obtained and approved by Authority:
  - A. <u>Worker's Compensation</u> Coverage to apply for all employees for Statutory Limits in compliance with the applicable State and Federal laws.
  - B. <u>Comprehensive General Liability</u> 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 for Bodily Injury Liability and Property Damage Liability;
    - b. Owned vehicles:
    - c. Hired and non-owned vehicles; and
    - d. Employer non-ownership.

<u>Certificate of Insurance</u> – 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 <u>additional insured</u>, 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 contractfor 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: Taylor McDonald
Taylor.mcdonald@aus.com
954-415-7419(direct)
954-739-8488(office)
6301 NW 5<sup>th</sup> 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. <u>INDEPENDENT CONTRACTOR</u>. 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 SECURITY'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 of the 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. <u>LICENSES, PERMITS, FEES AND ASSESSMENTS</u>. 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 the services 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 the failure of Contractor to perform any of Contractor's duties or obligations or the breach 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. <u>Immediate Termination for Contractor's Default</u>. 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. <u>Termination Without Cause</u>. 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 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.
- 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 bev@sebringairport.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 disclosed except 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.

- E-VERIFY. Pursuant to Section 448.095, Florida Statutes, Contractor shall register with 24. and 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.

- **OTHER**. This contract shall bind and inure to the benefit of the successors and assigns 27. of each of the parties. The parties agree that this contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. 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:	SEBRING AIRPORT AUTHORITY, a body politic and corporate of the State of Florida  By:
(Printed Name) Beverly K. Glarner	
(Printed Name) College Honsy	Peter H. McDevitt, Chairman  Mark Andrews, Vice Chairman  Mike Willingham, Executive Director  Date: 6-17-24
ð	
Two Witnesses as to Contractor:	UNIVERSAL PROTECTION SERVICE, LLC d/b/a ALLIED UNIVERSAL SECURITY SERVICES
(Printed Name) Notali Perelashull	By:
17 1	Print Name: David Buckman
(Printed Name) Kinherly Galdner	Title: EVP and General Coursel
*	Date: 6, 16, 2021
	(corporate seal)

### Tabulation of RFQ #21-01 Security Services May 2021

### Reviewer 1 Reviewer 2 Reviewer 3

				TOTAL
Allied Universal	370	370	374	1114
Dodgott Cooxide	100	440	00]	000
Padgett Security	100	110	86	296
Signal88	370	360	333	1063
Synergy Security	220	220	230	670
Veteran Security	230	240	211	681

### **RESOLUTION SAA 21-06**

A RESOLUTION OF THE SEBRING AIRPORT AUTHORITY TO APPROVE AMENDMENT S21-05 TO THE 2020-2021 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 2020-2021 Budget Amendment S21-05 as presented.

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

By:

PASSED AND ADOPTED this 17th day of June 2021.

SEBRING AIRPORT/AUTHORITY

Mike Willingham, Ex. Director

#### SEBRING AIRPORT AUTHORITY **BUDGET AMENDMENT# S21-05 EFFECTIVE ACCOUNTING PERIOD: April 2021**

6/17/2021

SUBMITTED BY: Colleen Plonsky SUBMITTED BY:

REVENUE CENTER	ACCOUNT	ACCOUNT NAME	PRIOR BUDGET AS OF 3/31/21	INCREASE	DECREASE	REVISED BUDGET	Reason:		
FBO	344-001-FBO	FBO Jet A Sales	\$ 500,000.00	\$ 250,000.00		\$ 750,000.00	Budget Understated		
SAA	369-601-SAA	Seven Sebring Hotell Occupancy Chg	\$ 86,500.00	\$ 32,500.00		\$ 119,000.00	Budget Understated		
			\$	\$ -		\$ -			
			\$	\$ -		\$ -			
			\$ -			\$ -			
			\$ -	\$		\$ -			
			\$ -	\$ -		\$ -			
Total Revenue Increa	ise/Decrease		\$ 586,500.00	\$ 282,500.00		\$ 869,000.00			
COST CENTER (e	xpenses)								
FBO	512-002-FBO	FBO COGS Oil Sales	\$ 3,000.00	\$ 2,500.00		\$ 5.500.00	Budget Understated		
SAA	512-040-SAA	SAA Travel	\$ 3,000.00				Budget Understated		
SAA	512-056-SAA	SAA Seminars, Conv. Training	\$ 2,500.00			\$ 6,000.00			
			\$ -			S -			
			\$ -	\$ -		\$ -			
			\$ -	\$ -		\$ -	The state of the s		
			\$ -	\$ -		\$ -			
			\$ -	\$ -		\$ -			
			S -	\$ -		\$ -			
			<b>\$</b>	\$ -		\$ -			
	-		\$ -	\$ -		\$			
-			\$ -	\$ -		\$ -			
Total Expenses Incre	ana/Daaraaa		\$ - \$ 8.500.00	\$ -		\$ -			
Total Expenses incre	ase/Decrease		\$ 8,500.00	\$ 13,000.00		\$ 21,500.00			
ital Expenditures istments									
			Prior Month Budgeted Operating Reserve	Current Month Revenue - Inc/(Dec	Current Month ) Expense - Inc/(Dec)	Revised Budgeted Operating Reserve			
			\$2,719,098.32	\$ 282,500.00	\$ 13,000.00	\$2,988,598.32			
		- A - Annual Market Control of the State of the Control of the State of the Control of the Contr							

REQUEST #:

S21-05

BOARD APPROVAL:

TRANSFER TYPE:

□ ITEM TO ITEM

**x OPERATING RESERVE** 

x BY RESOLUTION # SAA 21-06

**Executive Director** 

This instrument prepared by: Robert O. Sammons, Esq. Floyd. Sammons & Spanjers, P.A. 1556 6th Street SE Winter Haven, FL 33880 Bob@WinterHavenLegal.com

### Memorandum of Lease and of the Assignment of the Lease

This memorandum of lease and of assignment of lease is made by and between INDUSTRIAL DEVELOPERS, LLC ("Assignor"), of 4100 Recker Highway, Winter Haven, FL 33880, E-STONE USA CORPORATION, a Florida corporation ("Assignee") whose address is 1565 NW 3th Street, Miami, FL 33242, and The SEBRING AIRPORT AUTHORITY a body politic and corporate of the State of Florida, of 128 Authority Lane, Sebring, FL 33870.

On or about October 19, 2006, Assignor and the Sebring Airport Authority entered into a Commercial Lease Agreement for a term ending on November 1, 2036 for the real property described on Exhibit "A", which is attached hereto and made a part hereof. Said Commercial Lease Agreement has been amended four times as follows:

That First Amendment to Commercial Lease dated December 21, 2006,

that Second Amendment to Sebring Airport Authority's Lease to Industrial Developers, Inc., dated March 20, 2008,

that Sebring Airport Authority Commercial Lease Third Amendment Industrial Developers, LLC dated December 14, 2017, and

that Sebring Airport Authority Commercial Lease Fourth Amendment Industrial Developers, LLC dated September 17, 2020.

On this date, Assignor has assigned its rights under the Commercial Lease Agreement to Assignee with the express written consent of the Sebring Airport Authority.

IN WITNESS WHEREOF, Assignor and Assignee have placed their hands on the dates noted.

Witnesses as to Assignor: Assignor: Industrial Developers, LLC print name: Name: Darryl Riley Title: Manager (signature) print name: MARILYN STATE OF FLORIDA COUNTY OF POLK The foregoing instrument was subscribed and acknowledged before me by physical presence this John day of June, 2021 by Darryl Riley, as Manager of Industrial Developers, LLC, who produced a driver's personally known to me or who has (describe other I.D.) and who did take an oath. Notary Public, State of Florida, at large My Commission Expires: 11-20-2023 print name: Deirdra Brasher DEIRDRA BRASHER MY COMMISSION # GG 933261 EXPIRES: November 20, 2023

Sonded Thru Notary Public Underwriters

Witnesses as to Assignee:	
	E-STONE USA CORPORATION
print name: Preatrie M. capote	
	By: Mun Harry
(signature)	Name James A. Gorsuoh Title: Vice-President
print name: Lani Capole Bull	
STATE OF FLORIDA COUNTY OF MIAMI - Dade	
le day of Tune, 2021 by James	d acknowledged before me by physical presence this A. Gorsuch, as vice president of E-STONE USA to me or who have produced driver's licenses or (describe other I.D.) and who did
take an oath.	
My Commission Expires:	Notary Public, State of Florida, at large print home: Lani Capo te - Do
LANI CAPOTE-DULL Commission # GG 186723 Expires May 19, 2022 Bonded Thru Budget Notary Services	

Witnesses as to THE SEBRING AIRPORT	THE SEBRING AIRPORT
AUTHORITY	AUTHORITY:
(signature)	Mille Willingham, Ex Director
print name: Beverly K. Glarner	
(signature) print name: Cileen Plonsky	
STATE OF FLORIDA COUNTY OF HIGHLANDS	
The foregoing instrument was acknowledged before the control of the will when a secretary and Authority, who are personally known to me of whom	nd , as
My Compagation thousands	Notary Public, state of Florida, at large print name:

#### EXHIBIT "A"

### LEGAL DESCRIPTION

A parcel of land situated on the Sebring Airport, within Section 5, Township 35 South, Range 30 East, Highlands County, Florida, being more particularly described as follows:

Commence at the point of Intersection of the centerline of Webster Turn Road and the centerline of railroad tracks on the Sebring Airport property; thence S.44°57'40" W. along said centerline of railroad tracts for 25.66 feet; thence S.45°30'04"E. for 20.60 feet to the POINT OF BEGINNING; thence continue S.45°30'04"E. for 296.70 feet to the point of curvature of a curve concave Westerly; thence Southerly along the arc of said curve, having a radius of 330.00 feet, through a central angle of 50°22'15", for 290.11 feet to the point of compound curvature of a curve concave Northwesterly; thence Southwesterly along the arc of said curve, having a radius of 30.00 feet, through a central angle of 79°04'48", for 41.41 feet to the point of reverse curvature of a curve concave Southerly; thence Westerly along the arc of said curve, having a radius of 643.82 feet, through a central angle of 26°38'33", for 299.37 feet more or less to a point along the Southerly prolongation of the Easterly face of an existing building (known as E-Stone USA Corporation Building No.1); thence N.38°21'23" W. along said Easterly face for 249.13 feet; thence N.45°02'20" W. for 176.23 feet; thence N.44°57'40" E. for 391.69 feet to the POINT OF BEGINNING.

### ASSIGNMENT OF LEASE AGREEMENT

THIS ASSIGNMENT is made this \_\_\_\_\_ day of June, 2021, by INDUSTRIAL DEVELOPERS, LLC, a Florida limited liability company, ("Assignor") whose address is 4100 Recker Highway, Winter Haven, FL 33880, to and in favor of E-STONE USA CORPORATION, a Florida corporation ("Assignee") whose address is 1565 NW 3th Street, Miami, FL 33242.

WHEREAS, Industrial Developers, LLC, a Florida corporation, as Tenant, and SEBRING AIRPORT AUTHORITY, as Landlord, entered into a Commercial Lease Agreement dated October 19, 2006 for certain real property located at the Sebring Regional Airport and Industrial Park. That original document has been amended as follows:

That First Amendment to Commercial Lease dated December 21, 2006,

- that Second Amendment to Sebring Airport Authority's Lease to Industrial Developers, Inc., dated March 20, 2008,
- that Sebring Airport Authority Commercial Lease Third Amendment Industrial Developers, LLC dated December 14, 2017, and
- that Sebring Airport Authority Commercial Lease Fourth Amendment Industrial Developers, LLC dated September 17, 2020.

(The original lease, as amended shall be referred to as the "Lease")

IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration received, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, transfer, deliver and set over Assignee, the entire Lease to have and to hold the same forever, effective as of July 1, 2021.

All obligations and liabilities of INDUSTRIAL DEVELOPERS, LLC under the Lease including the rent recalculation provisions of paragraph 6 at the onset of the second renewal period and the annual recalculation rent for each year thereafter as described in Paragraph 4 of the Lease are hereby assumed by E-STONE USA CORPORATION, effective as of July 1, 2021.

This Assignment may be signed in separate counterparts and assembled for use.

(The rest of this page is intentionally blank)

IN WITNESS WHEREOF, this Assignment is executed as of the date first above written.

Witnesses:

(Signature of first witness)

(Signature of second witness)

(The rest of this page is intentionally blank)

ASSIGNOR:

Industrial Developers, LLC

Witnesses

(Signature of first witness)

Reatriz M. Capote

(Printed name of first witness)

(Signature of second witness)

(Printed name of second witness)

apote-Dull

ASSIGNEE:

**E-STONE USA CORPORATION** 

James A. Gorsuch, vice president

VACLOSINGSUndustrial Developers, LLC - Sole to E-Stone USA Corporation - indus929\Closing documents\20210603 ASSIGNMENT OF LEASE AGREEMENT.docx

# Executive Director's PREPORT



- Celebrate Fathers Day at Runway Café
- Sebring Airport Updates and News
- Sebring International Raceway

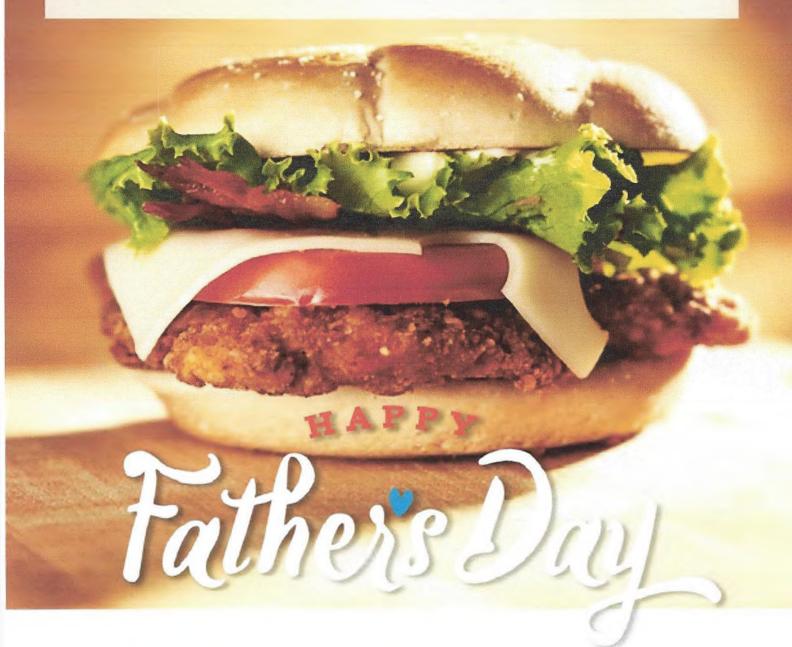




Sebring News | June 2021

Father's Day is a wonderful holiday of honoring father-hood and paternal bonds, as well as the influence of fathers in society.

Make it special by taking your father to our Runway Café



### **AIRPORT NEWS & UPDATES**



### **Track Reconstruction**

Sebring Regional Airport (SEF), formerly Hendrick's Army Airfield, was originally constructed during WWII. To facilitate the construction and support base operations, a rail spur was constructed off the CSX mainline. This 2 mile-long spur feeds into an industrial park with five ladder tracks, and currently supports five tenants.

Due to the small rail size (85 lbs/LF and 100 lbs/LF) and the age of the existing rail spur track (over 75 years), sections of the existing track are in poor condition and require extensive maintenance. Over the years, several maintenance projects have been undertaken to keep the track operational. These projects include repairs to switches and replacement of cross ties, including the replacement of more than 600 cross ties in 2015.

The rehabilitation of the entire rail spur includes replacement of ballast track superstructure components, special track work, drainage improvements, and

subbase improvements, which will allow continued use of the facilities with significantly reduced maintenance costs. The project was bid in two (2) phases to meet current FDOT grant funding amounts, and possible additional future grant funding. Phase 1 included 11,400 linear feet of track reconstruction, which was completed in June of 2020. Phase 2 of the Project was bid in July of 2020 and included a base bid and two bid alternates.

The base bid and a portion of Bid Alternate 1, which included the reconstruction of 7,250 linear feet of rail, were awarded to American Rail Industries in

December 2020. Construction is wrapping up, with a substantial completion inspection scheduled for June 2, 2021. With the additional FDOT grant funding becoming available in the Summer of 2021, a change order for the remaining portion of Bid Alternate 1 and Bid Alternate 2 has been issued to American Rail Industries. This will include the remaining 7,350 linear feet of rail out to the CSX mainline. Construction for the final segment of track is anticipated to be completed in December of 2021.

### WILDLIFE PROJECT



The 11th (and penultimate) wildlife hazard survey session was completed last week on May 18th & 19th at SEF. The normal daily rounds during morning, midday, and evening hours were completed both days with a nighttime spotlight survey conducted on Tuesday the 18th. The weather during surveys was very pleasant for us observers, but the high wind speeds (with gusts reaching 20 knots at times) definitely had an impact on bird movement around the AOA, reducing overall numbers and species observed. Still prevalent were the low flying birds as well as the strong flyers including meadowlarks, mourning doves, black and turkey vultures, and northern mocking birds. The burrowing owls were also more active, using the wind to their advantage to help them hover (aka "kiting") to look for prey. There are still several active osprey nests around the AOA (and racetrack) but no ospreys were seen using the airspace over the AOA. One significant observation

made on the morning of the 19th was a dead calf just outside the AOA fence at the south end of runway 1-19 (on the east side of the drainage pond). The FBO was made aware of the wake of vultures it was attracting due to it's location within the approach. Another observation of note was a young white-tailed deer doe crossing the area near the Bobby Orr Motorsports training facility outside the AOA.

The spotlight survey found two coyote pups moving through the northeastern portion of the AOA near the Brazilian pepper clump just east of the end of runway 19. Discussions with the security guard on duty revealed that a pack of five coyotes (2 adults and 3 pups) has been using the AOA to hunt at night.

The final WHA surveys are scheduled to take place form Monday June 7th through Wednesday June 9th and will include the placement of small mammal trap lines in addition to the daily bird surveys and night-time spotlight survey.



# Sebring International Raceway

### **Wayne Estes Reporting**

Sebring Raceway plans to host several new major events this fall, highlighted by The Netherlands-based Creventic 24-hour race the weekend before Thanksgiving. Also, just announced, SRO America's GT World Challenge will run Sebring the first weekend of October, providing a full weekend of racing with several series in competition.

Both events will be track rentals, and Sebring will be selling Airport-commissionable tickets to Creventic above the track rentals commission.

Additionally, we are working on three other autumn events that should prove to be substantial attractions for fans, hotel guests, and generating incremental revenue.



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

Existing Industrial Park

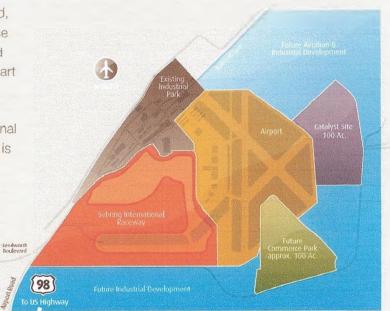
Future Development

Catalyst Site

Future Commerce Park

Airport

Sebring International Raceway



ACCELERATE YOUR BUSINESS'S POTENTIAL

# FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME  UNA CON D CYAFG	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE
MAILING ADDRESS	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:
DATE ON WHICH VOTE OCCURRED	NAME OF POLITICAL SUBDIVISION:  MY POSITION IS:  DELECTIVE TO APPOINTIVE

# WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies equally to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing the reverse side and filling the form.

### INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office MUST ABSTAIN from voting on a measure which inures to his or her special private gain or loss. Each elected or appointed local officer also is prohibited from knowingly voting on a measure which inures to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent organization or subsidiary of a corporate principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

### **ELECTED OFFICERS:**

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; and

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

### **APPOINTED OFFICERS:**

Although you must abstain from voting in the situations described above, you otherwise may participate in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the
minutes of the meeting, who will incorporate the form in the minutes. (Continued on other side)

### APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- . The form must be read publicly at the next meeting after the form is filed.

### IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- · You must disclose grally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the infinites of the
  maeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the
  agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLO	SURE OF LOCAL OF	ICE	R'S INTEREST		
Craig Johns on	, hereby disclose that	on	June 17,	. 20 21 :	
a) A measure came or will come before my a	gency which (check one)				
X Inured to my special private gain or los	5;				
inured to the special gain or loss of my	business associate,				
Inured to the special gain or loss of my	relative,				
Inured to the special gain or loss of					, by
whom I am retained, or					
Inured to the special gain or loss of					, which
is the parent organization or subsidiar	y of a principal which has retain	ed me	E		
(b) The measure before my agency and the (	nature of my conflicting interest	in lite	measure is as follows		
Invoices to be paid -Client	on List				
		<			
Date Filed			1	1	

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.