

**Sebring Airport Authority
Board Meeting Agenda
October 21, 2021**

1:00 p.m.

**Hendricks Field
Sebring Airside Center**

1. OPENING ITEMS

- a) **Call to Order**
- b) **Invocation**
- c) **Roll Call**
- d) **Identify Callers**
- e) **Announcements**

Upcoming Meetings & Events

<u>Date</u>	<u>Time</u>	<u>Meeting/Event</u>	<u>Location</u>
11/18-20/2021		Hankook 24 Hours of Sebring	Raceway
11/18/2020	1:00pm	SAA/CRA Board Meeting	Hendricks Field Center

2. CONSENT AGENDA

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

3. MISCELLANEOUS

4. ACTION ITEMS

- a) CivilServ Contracts – Webster Turn Project and Continuing Service
- b) RFP #21-02 Mowing and Landscaping Recommendation and Award
- c) Heartland National Bank Line of Credit – Renewal
- d) Willingham and Associates II, LLC – Lease Concurrence
- e) FDOT Grant Amendment – SEF Rail Replacement Project
- f) Resolution 21-11 Approving Budget Amendment S21-09
- g) Advanced Drainage Systems – Side Track User Agreement

CONTINGENT ACTION ITEMS

5. EXECUTIVE DIRECTOR MONTHLY SUMMARY

- Airport Managers Report – Scott Carkeet
- FBO Report – Jason Ali
- Taxiway Alpha Project Update - AVCON
- Haywood Taylor Project Update – Atkins

6. BOARD OF DIRECTORS' BUSINESS

7. CONCERNS OF THE PUBLIC

8. EMERGENCY BUSINESS

9. 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
September 23, 2021**

The Sebring Airport Authority Board of Directors held a scheduled Board Meeting on September 23, 2021 at 1:00 p.m. in person and by telephone-technology conference call. A quorum was met with the following in attendance:

Pete McDevitt	-	Chairman
Mark Andrews	-	Secretary
Sid Valentine	-	Asst. Secretary
Stanley Wells	-	Board Member
Craig Johnson	-	Board Member

Also

Mike Willingham	-	Executive Director
Colleen Plonsky	-	Director of Finance
Mike Swaine	-	Swaine and Harris\
Jason Ali	-	Sebring Airport FBO Manager
Scott Carkett	-	Sebring Airport Manager
Tanya Cannady	-	Business Services-Highlands County
Lenard Carlisle	-	City of Sebring – Liaison

1. OPENING ITEMS

- A. Meeting was called to order at 1:00 p.m.
- B. The Invocation and Pledge were led by Mike Swaine.
- C. **Roll Call**
Mark Andrews, Pete McDevitt, Stanley Wells, and Craig Johnson were present for the meeting. Sid Valentine was present via TEAMS. Chairman asked if anyone wanted to be identified as a caller.
- D. **Announcements**
Interested person may attend SAA/CRA Board Meeting by calling 754-837-9893 and entering conference code 148-135-115#.

2. MISCELLANEOUS

- 3. CONSENT AGENDA**
Approve the Consent Agenda:

There was a motion by Mark Andrews to approve the amended Agenda with a second by Stanley Wells. The motion was passed with aye votes by Wells, Valentine, McDevitt, Johnson and Andrews.

4. ACTION ITEMS

A. First Amendment Aircraft Space Lease – Florida Health Sciences Center, Inc.

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

B. Resolution 21-09 Approving 2021-2022 Budget

This item was presented by Colleen Plonsky. There was a motion by Mark Andrews to approve and a second by Craig Johnson. The motion was passed with aye votes by Johnson, Wells, McDevitt, Valentine and Andrews.

C. Resolution 21-10 Approve Budget Amendment S21-08

This item was presented by Colleen Plonsky. There was a motion by Mark Andrews to approve and a second by Craig Johnson. The motion was passed with aye votes by Johnson, Wells, McDevitt, Valentine and Andrews.

5. DIRECTOR REPORT

Executive Director Mike Willingham gave his report.
Jason Ali spoke about the Range/FBO activities.
Scott Carkett updated the Board of Airport activities

6. BOARD OF DIRECTOR'S BUSINESS

7. CONCERNS OF THE PUBLIC

8. ADJOURNMENT

Chairman adjourned meeting at 1:35pm.



Mike Willingham, Executive Director

10.21.21

Approved by Board

Invoices Paid In September 2021 Presented In October 2021 Board Meeting

DATE	SAA/FBO - PAID INVOICES	AMOUNT	DESCRIPTION
09/07/21	All About Lawns, Inc.	\$370.00	SAA: Terminal Bldg Irrigation Repairs from Tree Removal for AC Relocation, Irrigation Repairs Due to Lightning Strikes
09/07/21	Cintas	\$280.87	SAA/FBO: Weekly Air Freshener Service & Logo Mats; FBO Red Mats; FBO Uniforms for Four Employees
09/07/21	Coastal MRO	\$94.00	FBO: Pre-Employment Screening for Two New Hires
09/07/21	Daniels Cleaning and Maintenance, Inc.	\$3,775.00	SAA/FBO: August 2021 Cleaning in Terminal Building
09/07/21	G4S Secure Integration, LLC	\$2,177.90	SAA: Replaced AC Breaker, Board & Power Supply on Gate #23
09/07/21	Griffin's Carpet Mart, Inc.	\$2,784.00	SAA: Office Renovation for Airport Manager Office - Furnish & Install Carpet & Base
09/07/21	Jason Ali	\$227.92	FBO: Travel Reimbursement for Mileage
09/07/21	Paul's Landscapes - Paul Valladares Jr.	\$270.00	SAA/FBO: September 2021 Plant Service
09/07/21	Rapid Systems	\$495.00	SAA/FBO: Monthly Internet Service
09/07/21	TASC - Total Administrative Services	\$250.00	SAA: Administrative Fees for the Health Savings - Flex Spending Account for Employees
09/07/21	TechHouse:Intergrated	\$140.00	SAA: General IT Support; Issues with Printer in Airport Manager's Office, OneDrive Login Issue on Mobile Device's for FBO Lineman
09/14/21	Air & Electrical Services, Inc.	\$142.50	FBO: Service Call; Sebring Fuel Farm Pump & Card Reader Board Fried from Lightning Strike/Storm
09/14/21	Aroma Coffee	\$417.44	SAA/FBO: Coffee Station Replenished
09/14/21	B & B Site Development, Inc.	\$9,800.00	SAA: Clean Out Ditches Including Small Island in Front of Culverts Near Front Entrance Gate & T-Hangars
09/14/21	Bugs Bee-Ware Exterminating, Inc.	\$340.00	SAA: Quarterly Exterminating Service - 09.13.21
09/14/21	Pitney Bowes Global Financial	\$500.00	SAA: Postage
09/14/21	TechHouse:Intergrated	\$420.00	SAA/FBO: General IT Support; Issues with Mail Relay from External Website, Excel Spreadsheet, Outlook, Chrome. Issues with New Email Account
09/14/21	Sebring Airport Authority	\$16,022.15	FBO: August 2021 Expenses Due September 2021
09/21/21	Atkins	\$33,708.75	SAA: Haywood Taylor Roadway Rehabilitation Project
09/21/21	Atkins	\$1,518.00	SAA: Runway 1-19 Benefit Cost Analysis (BCA)
09/21/21	Sebring Airport Authority	\$860.75	FBO: August 2021 Expenses Due September 2021
09/28/21	Allen Norton & Blue, P.A.	\$900.00	SAA: August 2021 Legal Services; RE: Fair Credit Reporting Act, Background Check Issues
09/28/21	B&B Site Development, Inc.	\$2,500.00	SAA: Sink Hole Repair at Crossley Lane
09/28/21	Big Messages LLC	\$152.00	SAA: After Hours Telephone Answering Service
09/28/21	Bugs Bee-Ware Exterminating, Inc.	\$175.00	SAA: Plant & Shrub Care
09/28/21	Cellular Sales	\$79.94	SAA: Case & Screen Protector for iPhone
09/28/21	Department of Management Services	\$306.57	SAA/FBO: August 2021 Audio, Long Distance & Local Service
09/28/21	Edwards Mediation & General Services, PLLC	\$607.50	CRA: August 2021 Legal Services for CRA
09/28/21	G4S Secure Integration, LLC	\$945.00	SAA: Service Call; Gate Keypad Not Working Due to Lightning Strikes
09/28/21	G4S Secure Integration, LLC	\$1,105.59	SAA: Third Quarter Service Contract Payment (09.15.21 - 12.14.21) Security Gates
09/28/21	Leaf Capital Funding, LLC	\$489.67	SAA/FBO: Lease of Copy Machines
09/28/21	Leedy Electric West	\$405.00	SAA: Minor Preventative Maintenance on 250kW Generac Generator
09/28/21	Leedy Electric West	\$350.00	SAA: Minor Preventative Maintenance on 25kW Tradewinds Generator
09/28/21	Peterson & Myers, P.A.Corp.	\$1,577.00	SAA: July & Aug 2021 General On-Call Services
09/28/21	Petty Cash Reimbursement	\$124.99	SAA: Petty Cash Reimbursement for Year End 9/2021
09/28/21	Risk Management Associates Inc.	\$1,026.00	SAA: Airport Aviation Liability Policy - Increase Limits
09/28/21	TechHouse:Intergrated	\$547.50	SAA/FBO: Oct 2021 Recurring Monthly Software Fee
09/28/21	TechHouse:Intergrated	\$147.50	SAA: General IT Support; Issues with Teams, OneDrive, Password Login
09/28/21	Luis A. Pratts	\$134.40	FBO: Travel Reimbursement for Mileage
09/28/21	Petty Cash Reimbursement	\$104.20	FBO: Petty Cash Reimbursement for Year End 9/2021

TOTAL PAID INVOICES: \$86,272.14

September 2021 P-Cards

Purchase Date	Vendor Name	Amount	Description
9/3/2021	AIRCRAFT OWNERS AND PILOT	\$79.00	SAA: Yearly Membership Dues to Aircraft Owners & Pilots Associations for Executive Director
9/6/2021	AIRNAV	\$575.00	FBO: Annual Renewal of AirNav.com Fuel Price Listing
9/6/2021	RUNWAY CAFE	\$20.98	SAA: Lunch Executive Director and Guest
9/7/2021	AMERICANFLAGSCOM	\$283.22	SAA: Replacement US Flag and POW Flag
9/7/2021	IN EBRIDGE, INC	\$175.00	SAA: Monthly Fee for Record Retention
9/7/2021	SHELL OIL 57542517701	\$70.00	SAA/FBO: Fuel for Maintenance Truck
9/7/2021	SWK TECHNOLOGIES INC	\$308.00	SAA: Monthly Fee for Mas90 Online Services - Aug 2021
9/8/2021	APEX OFFICE PRODUCTS INC	\$309.85	SAA/FBO: 2 - 4" Binders, Flags, Copy Paper, Correction Tape, Stapler
9/8/2021	CVS/PHARMACY #03155	\$40.00	FBO/SAA: COVID-19 At Home Tests to be Utilized by Airport Staff if Necessary
9/8/2021	HARBOR FREIGHT TOOLS 538	\$8.99	FBO: Cord Reel to Organize Required Item at APBR
9/8/2021	HARBOR FREIGHT TOOLS 538	\$22.06	FBO: AAA Batteries, Super Glue, Storage Box and Cord Reel to Organize Required Items at APBR
9/8/2021	SMARTSIGN	\$127.90	SAA: Traffic Cone Signs for Side Walks
9/8/2021	SWK TECHNOLOGIES INC	\$308.00	SAA: Monthly Fee for Mas90 Online Services - Sept 2021
9/8/2021	WM SUPERCENTER #666	\$35.28	FBO/SAA: Water Bottles Purchased for FBO Customers
9/9/2021	DISH NETWORK-ONE TIME	\$121.32	SAA/FBO: Monthly Satellite Service for Pilot's Lounge - Sept 2021
9/9/2021	REPUBLIC SERVICES TRASH	\$213.72	SAA/FBO: Monthly Recycling Service - Sept 2021
9/10/2021	ADOBE ACROPRO SUBS	\$152.91	SAA: Monthly Subscriptions- all Staff
9/10/2021	NATIONAL AIR TRANS ASS	\$190.95	FBO: NATA training for New FBO Employees
9/10/2021	OES GLOBAL INC	\$127.78	SAA: (7) Sets Aviation Wheel Chocks
9/10/2021	W & W LMB LAKE PLACID	\$33.37	SAA: Hose Bibs for T Hangars
9/10/2021	WCI SEBRING HAULING	\$470.00	SAA/FBO: Monthly Waste Collection - Sept 2021
9/13/2021	HARBOR FREIGHT TOOLS 538	\$69.99	FBO: Water Transfer Pump for Removing Water from Fuel Farm Intestinal Tank
9/13/2021	TRIANGLE HARDWARE	\$114.86	FBO: 2"x6" Pipe for KSEF AvGas and Jet-A Fuel Farm Tank Repair; Padlocks and Keys to Replace KSEF Fuel Farm Padlocks
9/13/2021	TRTAX&ACTGPROFESSIONAL	\$276.00	SAA: Monthly Subscription Fixed Asset Software
9/14/2021	8072 EW-SEBRING	\$82.40	SAA: GFI Outlets for T Hangars
9/14/2021	PAYPAL ARCHERSART	\$250.00	SAA: Art Director of Finance Office
9/14/2021	RACEWAY 994 53609947	\$75.10	SAA/FBO: Fuel for Maintenance Truck
9/15/2021	VERIZONWRLSS RTCCR VB	\$961.04	SAA/FBO: Monthly Mobile Service Sept 2021
9/15/2021	WM SUPERCENTER #3887	\$25.18	SAA: CAT6 Cable for Office Printer, Note Cards
9/17/2021	COLE AUTO SUPPLY INC	\$152.79	SAA: Battery for Tug and Pull Chord for X Generator
9/17/2021	SHELL OIL 57542517701	\$44.15	FBO: Fuel for Courtesy Lincoln Town Car
9/17/2021	TRIANGLE HARDWARE	\$208.11	FBO: Various Items to Repair Fuel Farm and Fuel Trucks and Create Tie Down Ropes
9/19/2021	ADVANCE AUTO PARTS #9523	\$8.04	FBO: Fuel Filter for Jet A Truck
9/19/2021	CIRCLE K # 07697	\$21.64	SAA: Executive Director - Vehicle Fuel
9/20/2021	SHELL OIL 57542517701	\$70.00	SAA/FBO: Fuel for Maintenance Truck

September 2021 P-Cards

Purchase Date	Vendor Name	Amount	Description
9/20/2021	THE HOME DEPOT #6340	\$54.45	SAA: Coat Hooks and Materials for Lineman Wands for Golf Carts
9/21/2021	AAAE	\$275.00	SAA: American Assoc of Airport Executives Seminar Registration For Executive Director
9/21/2021	ALLEN ENTERPRISES INC	\$971.40	SAA: Runway Lights
9/22/2021	LOGMEIN LastPass	\$288.00	SAA: Annual Subscription for Staff Password Storage
9/22/2021	LOOPNET INC	\$104.00	SAA: Online SAA Realty Listing Company
9/22/2021	SHELL OIL 57542517701	\$48.49	SAA: Executive Director - Vehicle Fuel
9/23/2021	ALAN JAY CHEVY BUICK GMC	\$60.87	SAA: Executive Director - Vehicle Maintenance
9/23/2021	Amazon.com 2G7LV72P2	\$17.99	SAA: Wireless Mouse
9/23/2021	AMZN Mktp US 2G80X42C2	\$12.99	SAA: iPad Protective Cover
9/23/2021	RUNWAY CAFE	\$27.48	SAA: Lunch - Metro Aviation-TGH
9/23/2021	SEVEN SEBRING RACEWAY HOT	\$192.24	FBO: Hotel Room: Installation of Scully System- JetA Truck - Contractor Room
9/23/2021	SHELL OIL 57542517701	\$62.00	SAA/FBO: Fuel for Maintenance Truck
9/24/2021	ERICA	\$19.95	FBO: Employee National Background Check
9/24/2021	FDLE CCHINET	\$25.00	FBO: State of Florida Employee Background Check
9/24/2021	SHELL OIL 57542517701	\$67.10	SAA: Executive Director - Vehicle Fuel
9/24/2021	SHELL OIL 57542517701	\$27.54	SAA: Fuel for Security Vehicle
9/24/2021	W & W LMB LAKE PLACID	\$7.16	SAA: Light Switches for T Hangars
9/27/2021	COLE AUTO SUPPLY INC	\$114.75	SAA: Oil for Air Compressor and Vehicles
9/28/2021	WINN-DIXIE #0687	\$32.22	SAA: Misc. Office Supplies
9/29/2021	SHELL OIL 57542517701	\$70.00	SAA/FBO: Fuel for Maintenance Truck

Total Due: \$8,511.26

Accounts Payable Aged Invoice Report
Open Invoices - Aged by Invoice Date - As of 10/12/2021
Sebring Airport Authority (SAA)

Invoice Number	Invoice Date	Due Date	Invoice Balance	Current	30 Days	60 Days	90 Days	120 Days	
ATKINS Atkins									
1958470 OC	9/30/2021	10/30/2021	23,909.62	23,909.62	0.00	0.00	0.00	0.00	SAA: Sept 2021 General On-Call Services
1958470A - SF	9/30/2021	10/30/2021	890.00	890.00	0.00	0.00	0.00	0.00	SAA: Sept 2021 Star Farms - Grant Reimbursed
1958470B - HT	9/30/2021	10/30/2021	25,132.50	25,132.50	0.00	0.00	0.00	0.00	CRA: Sept 2021 Inter local Agreement Haywood Taylor Roadway Rehabilitation
1958470C - RUNWAY	9/30/2021	10/30/2021	10,975.00	10,975.00	0.00	0.00	0.00	0.00	CRA: Sept 2021 Inter local Agreement Runway 1-19 Benefit Cost Analysis (BCA)
Vendor ATKINS Totals:			<u>60,907.12</u>	<u>60,907.12</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
AVCON Avcon, Inc.									
120967 OC	9/30/2021	10/30/2021	1,896.50	1,896.50	0.00	0.00	0.00	0.00	SAA: Sept 2021 General On-Call Services
120968 - TAXIWAY	9/30/2021	10/30/2021	2,824.04	2,824.04	0.00	0.00	0.00	0.00	SAA: Sept 2021 - Taxiway A4 Realignment Design - Grant Reimbursement
Vendor AVCON Totals:			<u>4,720.54</u>	<u>4,720.54</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
B&B B&B Site Development, Inc.									
2021143	9/30/2021	10/30/2021	11,110.00	11,110.00	0.00	0.00	0.00	0.00	SAA: Emergency Repair to Gate 8 Due to Over Abundance of Rainfall, Sinkhole Created & Culvert Washout
Vendor B&B Totals:			<u>11,110.00</u>	<u>11,110.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
CFS Coastal Fire Safety, LLC									
100112	9/30/2021	10/15/2021	1,562.50	1,562.50	0.00	0.00	0.00	0.00	SAA/FBO: Bldg 22 Life Safety Report & Fuel Farm Fuel Storage Recommendations
Vendor CFS Totals:			<u>1,562.50</u>	<u>1,562.50</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
CINTAS Cintas									
4097256818	9/29/2021	10/29/2021	307.51	307.51	0.00	0.00	0.00	0.00	SAA/FBO: Weekly Air Freshener Svc, Scraper Mats, Logo Mats; FBO Red mats; FBO Uniforms
4097901636	10/6/2021	11/5/2021	653.11	653.11	0.00	0.00	0.00	0.00	SAA/FBO: Logo Mats, Scraper Mats, Air Freshener/Disp, Soap/Disp, GermX/Disp; FBO Uniforms ; FBO Red Mats
9140859962	9/30/2021	9/30/2021	109.00	109.00	0.00	0.00	0.00	0.00	SAA/FBO: Monthly Agreement for AED System
9144824450	9/1/2021	10/1/2021	109.00	0.00	109.00	0.00	0.00	0.00	SAA/FBO: Monthly Agreement for AED System
Vendor CINTAS Totals:			<u>1,178.62</u>	<u>1,069.62</u>	<u>109.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
COMENER Commercial Energy Solutions LLC									

Accounts Payable Aged Invoice Report
Open Invoices - Aged by Invoice Date - As of 10/12/2021
Sebring Airport Authority (SAA)

Invoice Number	Invoice Date	Due Date	Invoice Balance	Current	30 Days	60 Days	90 Days	120 Days	
CCC1333249	10/1/2021	10/31/2021	2,220.00	2,220.00	0.00	0.00	0.00	0.00	SAA: Annual Roof Maintenance on Bldg 60 - Deposit
Vendor COMENER Totals:			2,220.00	2,220.00	0.00	0.00	0.00	0.00	
DIANARI Diana Ries Designs, Inc.									
13747 SEPT2021	9/30/2021	10/30/2021	1,275.00	1,275.00	0.00	0.00	0.00	0.00	SAA/CRA/: Sept 2021 Website Updates
Vendor DIANARI Totals:			1,275.00	1,275.00	0.00	0.00	0.00	0.00	
HUDSON Jeff Hudson									
09.30.21	9/30/2021	9/30/2021	100.00	100.00	0.00	0.00	0.00	0.00	FBO: Radio and Weather Observation Training for CSR/FBO Staff
Vendor HUDSON Totals:			100.00	100.00	0.00	0.00	0.00	0.00	
JACKS Jack's Lawn Service									
1778 OCT 2021	10/1/2021	10/31/2021	7,750.00	7,750.00	0.00	0.00	0.00	0.00	SAA: October 2021 Lawn & Landscape Care
Vendor JACKS Totals:			7,750.00	7,750.00	0.00	0.00	0.00	0.00	
LONGS Long's Air Conditioning, Inc.									
447914	9/30/2021	10/30/2021	285.00	285.00	0.00	0.00	0.00	0.00	SAA: Monthly Service Inspection Complete
Vendor LONGS Totals:			285.00	285.00	0.00	0.00	0.00	0.00	
RAPID Rapid Systems									
525157	10/1/2021	10/15/2021	104.99	104.99	0.00	0.00	0.00	0.00	SAA: Sept 2021 Internet Service - Ex. Assistant Home Office
Vendor RAPID Totals:			104.99	104.99	0.00	0.00	0.00	0.00	
SHUTTS Shutts & Bowen, LLP									
1582538 SF	9/30/2021	10/30/2021	1,927.00	1,927.00	0.00	0.00	0.00	0.00	SAA: Sept 2021 Star Farms - Grant Reimbursed
1582539 CITY	9/30/2021	10/30/2021	489.00	489.00	0.00	0.00	0.00	0.00	SAA: Sept 2021 Legal Services - City of Sebring - Water Issues
1582541 SF	9/30/2021	10/30/2021	200.00	200.00	0.00	0.00	0.00	0.00	SAA: Sept 2021 Star Farms - Grant Reimbursed
Vendor SHUTTS Totals:			2,616.00	2,616.00	0.00	0.00	0.00	0.00	
SWAINE Swaine, Harris & Wohl, P.A.									
3987 OC	9/30/2021	10/30/2021	3,214.98	3,214.98	0.00	0.00	0.00	0.00	SAA: Sept 2021 General On-Call Services
Vendor SWAINE Totals:			3,214.98	3,214.98	0.00	0.00	0.00	0.00	
TECHHOU TechHouse:Intergrated									
TEO-92-931126-220	10/8/2021	10/15/2021	38.75	38.75	0.00	0.00	0.00	0.00	SAA: General IT Support; Authenticator Setup for New iPhone

Accounts Payable Aged Invoice Report
Open Invoices - Aged by Invoice Date - As of 10/12/2021
Sebring Airport Authority (SAA)

Invoice Number	Invoice Date	Due Date	Invoice Balance	Current	30 Days	60 Days	90 Days	120 Days	
Vendor TECHHOU Totals:			<u>38.75</u>	<u>38.75</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
USDA U.S. Department of Agriculture									
3004000840	9/30/2021	10/30/2021	332.35	332.35	0.00	0.00	0.00	0.00	SAA: Wildlife Hazard Management through 9.30.21
Vendor USDA Totals:			<u>332.35</u>	<u>332.35</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
Report Totals:			<u><u>97,910.85</u></u>	<u><u>97,801.85</u></u>	<u><u>109.00</u></u>	<u><u>0.00</u></u>	<u><u>0.00</u></u>	<u><u>0.00</u></u>	

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Open Invoices - Aged by Invoice Date - As of 10/12/2021
Sebring Airport Authority (FBO)

Invoice Number	Invoice Date	Due Date	Invoice Balance	Current	30 Days	60 Days	90 Days	120 Days	
ASCENT Ascent Aviation Group									
783468	9/15/2021	10/30/2021	15,388.78	15,388.78	0.00	0.00	0.00	0.00	FBO: Jet-A Fuel at APBR
786787	9/28/2021	10/18/2021	21,011.93	21,011.93	0.00	0.00	0.00	0.00	FBO: Jet-A Fuel at Sebring
787997	10/3/2021	10/23/2021	19,942.28	19,942.28	0.00	0.00	0.00	0.00	FBO: Jet-A Fuel at Sebring
M261282	10/5/2021	10/25/2021	0.86	0.86	0.00	0.00	0.00	0.00	FBO: WingPoints Issued through 10.05.21
S027697	10/1/2021	10/21/2021	257.50	257.50	0.00	0.00	0.00	0.00	FBO: TFBO Desktop Service Fee for Software
Vendor ASCENT Totals:			<u>56,601.35</u>	<u>56,601.35</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
BIGJOHN Fraser Auto Repair, Inc. dba									
16730	10/7/2021	10/22/2021	360.00	360.00	0.00	0.00	0.00	0.00	FBO: Repairs to Jet-A Truck at Sebring
Vendor BIGJOHN Totals:			<u>360.00</u>	<u>360.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
CINTAS Cintas Corporation No. 2 dba									
5077828606	9/28/2021	10/28/2021	58.80	58.80	0.00	0.00	0.00	0.00	FBO: First Aid Cabinet Supply Replenished
Vendor CINTAS Totals:			<u>58.80</u>	<u>58.80</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
Report Totals:			<u><u>57,020.15</u></u>	<u><u>57,020.15</u></u>	<u><u>0.00</u></u>	<u><u>0.00</u></u>	<u><u>0.00</u></u>	<u><u>0.00</u></u>	

**SEBRING AIRPORT AUTHORITY
AGENDA ITEM SUMMARY**

MEETING DATE: October 21, 2021

PRESENTER: Mike Willingham

AGENDA ITEM: CivilServ Continuing Service Contract

BACKGROUND: Board awarded CivilServ contract for RFQ 20.01 in April of 2020. Because of workload and the Pandemic, project was delayed. We have negotiated a scope and fee for the design, permitting and procurement phase of reconstruction of Webster Turn. Scope and fee have been independently reviewed and found to be complete and reasonable.

Staff is also recommending CivilServ be awarded a continuing contract to serve alongside of Atkins, AVCON, and Hanson.

REQUESTED MOTION: Move to approve and authorize the Executive Director to execute contract.

BOARD ACTION:

APPROVED
 DENIED
 DEFERRED
 OTHER

CONTRACT FOR CONTINUING SERVICES
(Construction Projects & Study Activity)

This Contract is made by and between the **SEBRING AIRPORT AUTHORITY**, hereinafter referred to as the **AUTHORITY**, and **CIVILSURV DESIGN GROUP, INC.**, a Florida corporation, hereinafter referred to as the **CONSULTANT**, whose address is 2525 Drane Field Road, Suite 7, Lakeland, FL 33811. In consideration of the mutual promises contained herein, the **AUTHORITY** and the **CONSULTANT** agree:

The **CONSULTANT**'s responsibility under this Contract is to provide professional services related to tasks and projects hereinafter provided. These services may include aviation consulting, engineering, and other professional services as described in the response **CONSULTANT** provided with respect to the Request for Qualifications 20-01. This Contract shall be deemed a "continuing contract" under Section 287.055, Florida Statutes.

The services performed by the **CONSULTANT** under this Contract may include professional services for construction or study activity projects in which the estimated construction cost of each individual construction project or the fee of each individual study does not exceed the maximum amount permitted for a continuing contract pursuant to applicable law, including Section 287.055(2)(g), Florida Statutes, as may be amended.

Provisions of this Contract may be amended and updated periodically as deemed appropriate by the parties to reflect changes in professional business practices and general economic conditions without invalidating the effect of the nature of this Contract.

Significant tasks or projects shall be initiated by a separate Consultant Services Authorization (CSA) which will include a Scope of Services and Schedule of Payments. Each CSA shall identify whether it is a construction or study activity project, and shall include a duration during which the services shall be performed by the **CONSULTANT** based on the nature of the work as approved by the **AUTHORITY**. General consulting work shall not require a separate CSA.

This Contract shall be effective upon the date of execution by all parties and shall continue thereafter until terminated in accordance with the General Terms and Conditions attached hereto.

The **AUTHORITY** shall pay the **CONSULTANT** for satisfactory performance, as specified, subject to additions and deletions by amendments as otherwise provided in this Contract.

Services of the **CONSULTANT** shall be under the general direction of designated individuals, who shall act as the **AUTHORITY**'s representative during the performance of this Contract. The **CONSULTANT** shall submit to the **AUTHORITY** a brief written report concerning the status of active projects.

This Contract shall include the following documents, which are attached to and hereby made a part of this Contract:

- Attachment 1: General Terms and Conditions
- Attachment 2: Compensation Schedule

IN WITNESS WHEREOF, the AUTHORITY and CONSULTANT have made and executed this Contract as of the 21st day of October, 2021.

ATTEST:

SEBRING AIRPORT AUTHORITY

By *Mark Andrews*

- Mark Andrews, as its Secretary or
- Sidney Valentine, as its Asst. Secretary

Beverly H. Glanner
~~Director~~
Witness

By *Peter H. McDevitt*

- Peter H. McDevitt, as its Chair or
- Carl Cool, as its Vice Chair
- Mike Willingham, as its Executive



CIVILSURV DESIGN GROUP, INC.

Craig R. Fuller

Craig R. Fuller
President

ATTACHMENT 1

GENERAL TERMS AND CONDITIONS TO THE CONTRACT FOR CONTINUING SERVICES BY AND BETWEEN SEBRING AIRPORT AUTHORITY AND CIVILSURV DESIGN GROUP, INC.

This Attachment contains the general terms and conditions for the Contract for Continuing Services (herein referred to as the "Contract") dated October 21, 2020, by and between the SEBRING AIRPORT AUTHORITY, a body politic and corporate of the State of Florida (herein referred to as the "AUTHORITY") and CIVILSURV DESIGN GROUP, INC., a Florida corporation, (herein referred to as the "CONSULTANT").

ARTICLE 1 – PAYMENTS TO CONSULTANT

The CONSULTANT will bill the AUTHORITY at the amounts set forth in the Schedule of Payments for services satisfactorily rendered toward the completion of the Scope of Work on a monthly basis or as otherwise provided in a Consultant Services Authorization ("CSA") for specific services initiated pursuant to the Contract. The amounts billed shall be pursuant to the Compensation Schedule set forth in Attachment 2 of the Contract and shall represent the approximate completion of services outlined in the Scope of Work developed for each authorization.

ARTICLE 2 – REIMBURSABLES

"Out-of-Pocket" expenses will be reimbursed in accordance with the list of the types of expenditures eligible for reimbursement. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the AUTHORITY. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the applicable Scope of Work. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.

ARTICLE 3 – PAYMENT OF INVOICES

Prior to payment, invoices received from the CONSULTANT pursuant to the Contract will be reviewed and approved by the initiating department, indicating that services have been rendered in conformity with the Contract or applicable CSA. Invoices must reference the current purchase order number (if any). Payment shall be made in accordance with the CSA for specific projects.

ARTICLE 4 – TRUTH-IN-NEGOTIATION CERTIFICATE

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

Contact Person for Authority:

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

ARTICLE 8 - SUBCONTRACTING

For any specific project, the CONSULTANT reserves the right to select necessary subcontractors.

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

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

ARTICLE 9 – FEDERAL AND STATE TAX

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

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

ARTICLE 10 – AVAILABILITY OF FUNDS

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

ARTICLE 11 – INSURANCE

- A. The CONSULTANT shall not commence work under this Contract or any CSA unless it has all insurance required under this paragraph and that insurance has been approved by the AUTHORITY. In the event the insurance coverage expires prior to the completion of any Project, a renewal certificate shall be issued 30-days prior to said expiration date.
- B. All insurance policies shall be issued by companies authorized or approved to do business under the laws of the State of Florida. The CONSULTANT shall furnish Certificates of Insurance to the AUTHORITY prior to the commencement of work under this Contract. The Certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount, and classifications required for strict compliance with this Article. Compliance with the foregoing

employed or utilized by the CONSULTANT in the performance of the Contract. CONSULTANT's liability for indemnification shall be limited to \$2,000,000.00.

ARTICLE 14 – SUCCESSORS AND ASSIGNS

The AUTHORITY and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Neither the AUTHORITY nor the CONSULTANT shall assign, convey or transfer its interest in the Contract without the written consent of the other, which shall not be unreasonably withheld. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the AUTHORITY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the AUTHORITY and the CONSULTANT.

ARTICLE 15 – REMEDIES

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

ARTICLE 16 – CONFLICT OF INTEREST

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

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

ARTICLE 17 – EXCUSABLE DELAYS

manner in which it and its employees perform the work, and in all respects the CONSULTANT's relationship and the relationship of its employees to the AUTHORITY shall be that of an independent contractor and not as employees or agents of the AUTHORITY.

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

ARTICLE 21 – CONTINGENT FEES

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

ARTICLE 22 – ACCESS AND AUDITS

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

ARTICLE 23 – NONDISCRIMINATION

The CONSULTANT represents, to the best of its knowledge, that all of its employees are treated equally during employment without regard to race, color, religion, sex, age, national origin, handicap, or marital status.

ARTICLE 24 – COMPLIANCE WITH DAVIS-BACON ACT REQUIREMENTS

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

ARTICLE 25 – SURVIVAL

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

ARTICLE 26 – ENTIRETY OF CONTRACTUAL AGREEMENT

The AUTHORITY and the CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract

ARTICLE 32 – AUTHORITY’S RESPONSIBILITIES

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

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

ARTICLE 33 – NOTICE

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

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

and if sent to the CONSULTANT shall be mailed to:

Craig R. Fuller, President
CivilSurv Design Group, Inc.
2525 Drane Field Road, Suite 7
Lakeland, FL 33811

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.

- 37.3 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 if CONSULTANT does not transfer the records to the AUTHORITY.
- 37.4 Upon completion of the Contract, transfer, at no cost to the AUTHORITY, all public records in possession of CONSULTANT or keep and maintain public records required by AUTHORITY to perform the services. If the CONSULTANT transfers all public records to the AUTHORITY upon completion of the Contract, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of the Contract, CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the AUTHORITY, upon request from the AUTHORITY's custodian of public records, in a format that is compatible with the information technology systems of the AUTHORITY.

ARTICLE 38 – PURSUANT TO FLORIDA STATUTES, SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

-- END ATTACHMENT 1 --

**EXHIBIT A
FEE SCHEDULE**

Job Classification	Hourly Rate
Administrative Assistant	\$75.00
Associate 1	\$85.00
Associate 2	\$95.00
Sr. Associate	\$120.00
Project Manager	\$150.00
Sr. Project Manager	\$180.00
Director	\$220.00
Principal	\$240.00
Sr. Principal / Expert Witness	\$300.00
Survey Crew	\$165.00
Survey Crew with MOT	\$210.00
SUE Designating Crew	\$190.00
SUE Locations/GPR Crew	\$275.00

Effective April 14, 2020



EXHIBIT B

Direct Expenses	Cost per Unit
Photographic Copies	
Color Copies	
a) 8.5" x 11"	\$ 1.00
b) 8.5" x 14" or 11"x 17"	\$ 2.00
c) 24"x 36"	\$20.00
Black & White Copies	
a) Any Size up to 11"x17"	\$ 0.25
b) 24"x 36" Blackline	\$ 3.00
c) 30" x 42" Blackline	\$ 3.00
d) 24" x 36" Sepia	\$10.00
e) 24"x 36" Mylar	\$15.00
Laminating/Transparency Film Covers	\$ 3.00
Display Boards	
Mounted (Foam) 30"x 40"	\$45.00
Mounted (Foam) 40"x 60" and larger	\$75.00
3 Ring Binders 1"	\$ 2.50
Dividers (Tabs) Set of 10	\$ 1.00
Acco/GBC Binding	\$ 3.00
Facsimiles	\$ 2.50
Overnight Packages/Courier & Delivery Services	\$25.00
Postage: 1 st Class	Current US Postal rate
Mileage:	\$ 0.55 / mile – Current IRS Rate

****NOTE:** Typical other reimbursable expenses include travel, lodging, and meals when traveling on CLIENT'S behalf, identifiable communication expenses, all reproduction costs, and special accounting expenses not applicable to general overhead.



**CONSULTANT SERVICES AUTHORIZATION
FOR PROFESSIONAL ENGINEERING SERVICES FOR WEBSTER TURN DESIGN PROJECT
AT SEBRING REGIONAL AIRPORT
BETWEEN SEBRING AIRPORT AUTHORITY AND CIVILSURV DESIGN GROUP, INC.**

This CONSULTANT SERVICES AUTHORIZATION ("CSA") is made this 21st day of October, 2021 between the **SEBRING AIRPORT AUTHORITY**, a body politic and corporate of the State of Florida (herein referred to as the "AUTHORITY") and **CIVILSURV DESIGN GROUP, INC.**, a Florida corporation (herein referred to as the "CONSULTANT") pursuant to the Contract for Continuing Services executed by the parties on October 21, 2021. The parties hereto agree as follows:

1. **AUTHORIZATION.** The AUTHORITY and CONSULTANT entered into a Continuing Contract pursuant to the Consultants' Competitive Negotiation Act on October 21, 2021. Pursuant to that agreement, CONSULTANT would like to perform the work described herein.

2. **SERVICES.** AUTHORITY is in need of professional engineering services for the Webster Turn roadway Reconstruction/Rehabilitation project located at the Sebring Regional Airport (the "Project") and CONSULTANT desires to perform that work. The services are more particularly described in Exhibit A Scope of Services, and shall hereafter be referred to as "Services." CONSULTANT represents that it has examined the Project site thoroughly before entering this CSA and is knowledgeable of all site conditions and issues relevant to the performance of the Services. CONSULTANT shall not be entitled to an increase in price or time by virtue of any site condition requirement.

3. **COMPENSATION AND PAYMENT.** The AUTHORITY shall pay to CONSULTANT a lump sum amount for all fees and expenses of One Hundred Eight Thousand Three Hundred Ninety Six Dollars (\$108,396.00) as the total price for the Services, including CONSULTANT's direct expenses and expenses of subconsultants and subcontractors. The price is based on the Scope of Services included on Exhibit A.

On or about the first day of each month, CONSULTANT shall make application for payment based upon percentages of completion of the Services completed up to the last day of the previous month, less the aggregate of previous payments. AUTHORITY's Executive Director and engineer must approve each payment request. Each payment application shall also:

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

4. **COMMENCEMENT AND COMPLETION DATES.** CONSULTANT hereby agrees to commence work under this CSA promptly and to continue work until the Project is complete. An estimated duration for the Project is set forth in Exhibit A.

5. **TERMINATION.** This CSA may be terminated by the CONSULTANT upon 30 days prior written notice to the AUTHORITY in the event of substantial failure by the AUTHORITY to perform in accordance with the terms of this CSA through no fault of the CONSULTANT. It may also be terminated by the AUTHORITY with or without cause upon 30 days written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this CSA, the CONSULTANT shall be paid

for services rendered to the AUTHORITY through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the AUTHORITY, the CONSULTANT shall:

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

6. KEY PERSONNEL ASSIGNMENT. The CONSULTANT and the AUTHORITY agree to assign the following key personnel required to perform the services necessary under this CSA: John E. Howle, PE – Project/Construction Manager.

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

WITNESSES:

[Signature]
Printed Name: _____

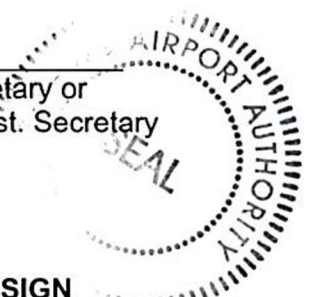
[Signature]
Printed Name: Colleen Plonsky

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

By: *[Signature]*
 Peter H. McDevitt, as its Chair or
 Carl Cool, as its Vice Chair
 Mike Willingham, its Executive Director

Attest: _____
 Mark Andrews, as its Secretary or
 Sidney Valentine, as its Asst. Secretary

(Corporate Seal)



WITNESSES:

[Signature]
Printed Name: John E. Howle

[Signature]
Printed Name: Craig Haas

CONSULTANT: CIVILSURV DESIGN GROUP, INC., a Florida corporation

By: *[Signature]*
Craig R. Fuller, its President

(Corporate Seal)

**SEBRING AIRPORT AUTHORITY
AGENDA ITEM SUMMARY**

MEETING DATE: October 21, 2021

PRESENTER: Mike Willingham

AGENDA ITEM: RFP #21-02 – Mowing/Landscaping Services

BACKGROUND: SAA staff advertised RFP #21-02, in July for the above-mentioned services at Sebring Regional Airport. Two (2) proposals were received and both proposers fulfilled the RFP requirements. Tabulation is attached for your reference and review. Jack’s Lawn & Landscaping, Inc had the highest scoring.

Staff recommends the award to Jack’s Lawn Care for this service and requests Board to execute the attached contract for mowing and landscaping services.

REQUESTED MOTION: Move to approve.

BOARD ACTION:

APPROVED
 DENIED
 DEFERRED
 OTHER

**Tabulation of
RFQ #21-02
Mowing and Landscaping**

				TOTAL
Mark's Excavating	345	345	345	1035
Jacks Lawn Care	328	355	365	1048

CONTRACT

(Mowing and Landscape Maintenance)

This is an Agreement dated this 19th day of October, 2021 by and between **SEBRING AIRPORT AUTHORITY**, a body politic and corporate of the State of Florida ("Airport" or "Authority") and **JACK'S LAWN AND LANDSCAPING, INC.**, a Florida corporation ("Contractor").

1. **PREMISE.** The Airport solicited sealed bids for mowing, trimming, shaping and manicuring of grass, bushes and scrubs, fertilization, irrigation maintenance and clean-up ("Services") of the Airport's lawns, fields, roadways, grass strips and other areas ("Service Areas") all as described in Invitation to Bid ITB #21-02. Contractor was the lowest qualified bidder and Airport would like for Contractor to perform the Services on the Service Areas and Contractor would like to do so.

2. **AGREEMENT.** Contractor, in consideration of the premises and mutual covenants herein contained, agrees to furnish at its own cost and expense, all labor, materials, machinery, tools, equipment, superintendence, insurance and all other accessories and services necessary to provide the Services on the Service Areas all in accordance with the conditions and prices stated in this contract, ITB #21-02, Mowing and Landscape Specifications, Contractor's Response, including Bid Schedule, Drug-Free Workplace Program #HR 405 and Legal Provisions, which are made a part hereof and collectively constitute this contract (herein called the "Contract Documents"). Employees of Contractor shall be required to pass background security checks for working on an airport, shall wear Contractor's company uniforms and Airport issued identification badges, and shall work from vehicles bearing Contractor's name at all times.

3. **TERM.** This contract is for a one (1) year term beginning January 1, 2022 and ending December 31, 2022, unless renewed as set forth in paragraph 16 below.

4. **PRICE.** During the first year of the term of this contract, Airport shall pay to Contractor the sum of \$99,900.00 per year as total price for the Services. Said price shall be payable in twelve (12) equal consecutive payments of \$8,325.00 each, at the end of each month, subject to retention and set-off as provided herein.

5. **LAWS AND REGULATIONS.** Contractor shall comply with all laws, ordinances, rules, orders and regulations, including present and future Airport security rules and regulations, relating to performance of the work and the protection of persons and property. Contractor shall procure and maintain all licenses applicable to the Services.

6. **WORKMANSHIP.** Contractor shall, in a good workman like manner, perform all Services pursuant to the specifications. The Airport has provided money, time and effort to develop Sebring Regional Airport and Industrial Park. Should Contractor fail to provide prudent and competent professional service and if that failure causes damage or distress to grass, trees or landscaping and/or unnecessary costs, this Contract may be immediately terminated and Contractor shall be responsible for the cost of replacement of any damaged plantings and other repairs.

7. **DRUG-FREE WORKPLACE.** Contractor acknowledges that Airport is a drug-free work place. Contractor covenants that all employees of Contractor working upon Airport property shall be subject to implementation of all possible provisions to maintain a drug-free environment and that Contractor will adhere to the provisions of Florida Statute 287.087 and Airport's Drug-Free Workplace Program #HR 405.

8. **INSPECTION AND CORRECTION OF WORK.** All work by Contractor will be monitored by an Airport employee designated as a Contact Person by the Airport's Executive Director, from time to time. Contractor shall notify the Contact Person of completion of each

Service Area within twenty-four hours after such completion. The Contact Person will then inspect the work and, if they find that it has not been satisfactorily done, said work shall be promptly corrected by Contractor, at Contractor's expense. **Airport may withhold payment of any funds due Contractor until the work is corrected.**

9. HOLD HARMLESS. Contractor agrees to hold Airport 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 the agreement, contract or lease unless such claims are a result of the Airport's sole negligence. Contractor agrees to pay on behalf of Airport, and to pay the cost of Airport's legal defense, as may be selected by Airport, for all claims described in this paragraph. Such payment on behalf of Airport shall be in addition to any and all other legal remedies available to Airport and shall not be considered to be Airport's exclusive remedy.

10. INDEMNIFICATION. Contractor shall indemnify Airport and hold Airport 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 provisions of the Services, except as may arise out of conditions caused by the sole negligence of Airport.

11. INSURANCE. Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by Airport, on policies and with insurers acceptable to Airport. These insurance requirements shall not limit the liability of Contractor. Airport does not represent these types or amounts of insurance to be sufficient or adequate to protect Contractor's interests or liabilities, but are merely minimums. Except for workers compensation and professional liability, Contractor's insurance policies shall be endorsed to name Airport as an additional insured to the extent of Airport's interests arising from this agreement, contract or lease. Except for workers compensation, Contractor waives its right of recovery against Airport, to the extent permitted by its insurance policies.

Contractor's deductibles/self-insured retentions shall be disclosed to Airport and may be disapproved by Airport. They shall be reduced or eliminated at the option of Airport. Contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of Contractor or any other insurance of Contractor shall be considered primary, and insurance of Airport shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.

Workers Compensation. Coverage to apply for all employees for statutory limits in compliance with the applicable State and Federal laws

Comprehensive General Liability. Coverage shall include minimum limits of \$1,000,000 per occurrence \$2,000,000 aggregate combined single limit for bodily injury liability and property damage liability; premises and/or operations; independent contractors; products and/or completed operations; and no exclusion for underground, explosion or collapse hazards.

Business Auto Policy. Coverage shall include minimum limits of \$1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability; owned vehicles; hired and non-owned vehicles; and Employer non-ownership.

Certificates of Insurance. Certificates of all insurance evidencing the insurance coverage specified herein shall be filed with the Sebring Airport Authority prior to commencement of work. Contractor will include Sebring Airport Authority as additional insured. If the initial insurance expires prior to completion of the work, renewal certificates shall be furnished thirty (30) days prior to the date of expiration.

12. DAMAGE TO PROPERTY. Contractor agrees that all sprinkler heads, runway lighting, structures, landscaping or other Airport or third party owned property that is damaged

by Contractor's personnel or equipment shall be repaired or replaced promptly, at Contractor's expense.

13. EQUIPMENT AND SAFETY. All equipment utilized by Contractor to provide the Services under this contract must be free of mechanical defects or other conditions which may cause injury to persons or property of Airport or third parties. Airport may inspect Contractor's equipment before issuing the notice to proceed and from time to time throughout the term of the contract. Any equipment that is deemed to be unsafe or potentially unsafe by Airport will be either replaced or repaired by Contractor. All operations near or within aviation areas must comply with aviation safety requirements as set forth in the Bid Specifications and as otherwise directed by Airport. Contractor hereby agrees to hold Airport harmless from any damages or injuries that may occur during Contractor's work under this contract. Contractor shall comply with all safety and health regulations which may be applicable to Services rendered under this contract.

14. PARTIAL TERMINATION. Airport may terminate this contract as to any Service Area or portion thereof, upon sixty (60) days' notice thereof. Immediately following the sixty (60) day period, Contractor will cease performing services on the area or parts thereof excluded and the price under this contract shall be reduced to reflect the reduced Services that will be performed during the balance of the term of this contract.

15. EARLY TERMINATION. Should the Contractor violate any provision of this contract and not correct the violation within five (5) days after notice thereof from Airport, or if the service levels being provided by Contractor do not meet the expectations of Airport on a consistent and continuing basis, Airport may cancel this contract upon thirty (30) days written notice thereof from Airport to Contractor.

16. OPTIONS TO RENEW. At the Airport's option, this contract may be extended for four (4) additional one (1) year terms on the same terms and conditions set forth herein. Notice of exercise of each option shall be given by Airport to Contractor, if at all, at least thirty (30) days prior to the end of any term.

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

Contractor:
Jack Degironimo, President
Jack's Lawn and Landscaping, Inc.
3224 Mildred Street
Sebring, FL 33870

Airport:
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.

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

19. ATTORNEY'S FEES AND COSTS. In any action brought by either party for the enforcement of the obligations of the other party, including Airport's right to indemnification, the prevailing party shall be entitled to recover reasonable attorney's fees, paralegal fees, court and other costs, whether incurred before or at trial, on appeal, in bankruptcy or in post judgment collections.

20. PROVISIONS REQUIRED BY LAW DEEMED INSERTED. Each and every provision of law and clause required by law to be inserted in this document shall be deemed to be

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

21. **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@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 the 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.

22. **E-VERIFY.** Pursuant to Section 448.095, Florida Statutes, Contractor shall register with 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.

23. **BINDING EFFECT.** This contract shall bind and inure to the benefit of the successors and assigns of each of the parties.

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

25. **TIME.** Time is of the essence in this contract.

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

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

Two Witnesses as to Airport:

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

Beverly K. Glarner
(Printed Name) Beverly K. Glarner

By: *Peter H. McDermott*
 D. Craig Johnson, as its Chair or
 Peter H. McDermott, as its ~~Chair~~ Chair

Cheryl Plonsky
(Printed Name) Cheryl Plonsky

Attest: *Mark Andrews*
 Carl Cool, as its Secretary or
 Mark Andrews, as its ~~Asst.~~ Secretary

(corporate seal)

Two Witnesses as to Contractor

JACK'S LAWN AND LANDSCAPING, INC., a Florida corporation

Indira Annette
(Printed Name) Indira Annette

By: *Jack Degironimo*
Jack Degironimo, as its President

Rosa E. Degironimo
(Printed Name) Rosa E. Degironimo

(corporate seal)



Jamie Lee Bourne
Comm. #GG052042
Expires: Jan. 28, 2024
Bonded Thru Aaron Notary

Jamie Lee Bourne
10/19/2021

RESOLUTION NO. 21-13

A RESOLUTION OF THE SEBRING AIRPORT AUTHORITY AUTHORIZING THE ISSUANCE OF THE SECOND AMENDMENT TO ITS REVENUE CERTIFICATE SERIES 2019A INITIALLY ISSUED IN THE PRINCIPAL AMOUNT OF \$500,000 TO PROVIDE FUNDS FOR OPERATING CAPITAL OF THE AUTHORITY APPROVED BY THE AUTHORITY BOARD IN ACCORDANCE WITH THE PROVISIONS OF THE SEBRING AIRPORT AUTHORITY ACT; PROVIDING FOR THE PAYMENT OF SUCH CERTIFICATE FROM LEASE PAYMENTS AND OTHER INCOME, GENERATED FROM SUCH AUTHORITY OWNED BUILDINGS 108 AND 104 AND A COVENANT TO BUDGET AND APPROPRIATE FROM LEGALLY AVAILABLE FUNDS ALL AS PROVIDED IN THE REVENUE CERTIFICATE; AUTHORIZING THE PROPER OFFICIALS OF THE AUTHORITY TO UNDERTAKE ANY OTHER ADDITIONAL ACTIONS DEEMED NECESSARY OR ADVISABLE IN CONNECTION WITH THE EXECUTION OF THE REVENUE CERTIFICATE AND THE SECURITY THEREFORE; AUTHORIZING THE EXECUTION AND DELIVERY OF OTHER DOCUMENTS IN CONNECTION WITH SAID LOAN AND THE SECURITY THEREFOR; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Sebring Airport Authority (the “Authority”) issued its Revenue Certificate, Series 2019A on October 17, 2019 in the principal amount of \$500,000 (the “Certificate”) to provide operating capital for purposes permitted by the Sebring Airport Authority Act;

WHEREAS, the Authority received a loan in the amount of \$500,000 from Heartland National Bank (the “Bank”) the proceeds of which could be used as operating capital to operate Authority facilities and to pay costs of issuing the Certificate;

WHEREAS, the term of the loan was for one year and was renewed for an additional year on October 15, 2020;

WHEREAS, the term of the loan should be renewed for an additional year;

WHEREAS, payment of the Loan shall continue to be secured by lease payments and other building related income from Buildings 108 and 104 owned by the Authority as set forth in the Certificate all located on property known as the “Sebring Regional Airport and Industrial Park,” as described in the Certificate (collectively the “Pledged Funds”);

WHEREAS, pursuant to the Certificate the Authority continues to agree to budget and appropriate legally available moneys to make payments due on the Certificate to the extent Pledged Funds are insufficient to make such payments; and

WHEREAS, due to the present volatility of the market for municipal debt, it is in the best interest of the Authority to renew the Certificate.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE SEBRING AIRPORT AUTHORITY AS FOLLOWS:

SECTION 1. AUTHORIZATION OF ISSUANCE OF CERTIFICATE TO PROVIDE AUTHORITY OPERATING CAPITAL. The Authority hereby authorizes the issuance of the Second Amendment to the Certificate to provide it with operating capital as described above.

SECTION 2. Intentionally Blank.

SECTION 3. AUTHORIZATION OF CERTIFICATE AND EXECUTION OF CERTIFICATE. The Loan and the repayment of the Loan as evidenced by the Second Amendment to the Certificate issued in the same principal amount as the Loan shall be pursuant to the terms and provisions of the Certificate. The Authority hereby authorizes the Chairman of the Authority or his designee (collectively, the “Chairman”) and the Secretary or any deputy or assistant Secretary (collectively, the “Secretary”) and the Executive Director to execute and deliver on behalf of the Authority the Second Amendment to the Certificate substantially in the form attached hereto as **Exhibit A** with such changes, insertions and additions as they may approve, their execution thereof being evidence of such approval.

SECTION 4. PAYMENT OF DEBT SERVICE ON CERTIFICATE. The Second Amendment to the Certificate will be payable from the Pledged Funds and a covenant to budget and appropriate from legally available funds all as provided in the Certificate.

SECTION 5. AUTHORIZATION OF OTHER DOCUMENTS TO EFFECT TRANSACTION. To the extent that other documents, certificates, opinions, or items are needed to effect any of the transactions referenced in this Resolution, or the Second Amendment to the Certificate and the security therefore, the Chairman, the Vice-Chairman, the Executive Director, the Director of Finance and the Authority Attorney are hereby authorized to execute and deliver such documents, certificates, opinions, or other items and to take such other actions as are necessary for the full, punctual, and complete performance of the covenants, agreements, provisions, and other terms as are contained herein and in the documents included herein by reference.

SECTION 6. LIMITED OBLIGATION. The obligation of the Authority to repay amounts due under the Certificate and all other documents delivered by the Authority in connection with the issuance of the Certificate are limited and special obligations, payable solely from the Pledged Funds and as otherwise provided in Section 4 hereof and shall not be deemed a pledge of the faith and credit of the Authority.

SECTION 7. REPEAL OF INCONSISTENT RESOLUTIONS AND ACTIONS. All resolutions or actions of the Authority in conflict herewith are hereby superseded and repealed to the extent of such conflict.

SECTION 8. EFFECT OF PARTIAL INVALIDITY. If any one or more provisions of this Resolution or the Certificate shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution, or the Certificate, but this Resolution and the Certificate shall be construed and enforced as if such illegal or invalid provision had not been contained therein. The Certificate shall be issued and this Resolution is adopted with the intent that the laws of the State of Florida shall govern their construction.


SECTION 9. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED by a majority of the members of the Sebring Airport Authority on the 21st day of October, 2021.

SEBRING AIRPORT AUTHORITY

By: 
 Peter H. McDevitt, as its Chair or
 Carl Cool, as its Vice Chair

ATTEST:

By: 
 Mark Andrews, as its Secretary or
 Sidney Valentine, as its Asst. Secretary



DISBURSEMENT REQUEST AND AUTHORIZATION

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$500,000.00	10-15-2021	10-15-2022	160095071	4 / 12		JCC	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

Borrower: SEBRING AIRPORT AUTHORITY
128 AUTHORITY LANE
SEBRING, FL 33870

Lender: HEARTLAND NATIONAL BANK
SEBRING BRANCH
320 HWY 27 NORTH
SEBRING, FL 33870

LOAN TYPE. This is a Variable Rate Nondisclosable Revolving Line of Credit Loan to a Government Entity for \$500,000.00 due on October 15, 2022. This is a secured renewal loan.

PRIMARY PURPOSE OF LOAN. The primary purpose of this loan is for:

- Personal, Family, or Household Purposes or Personal Investment.
 Business (Including Real Estate Investment).

SPECIFIC PURPOSE. The specific purpose of this loan is: OPERATING CAPITAL RENEWAL.

DISBURSEMENT INSTRUCTIONS. Borrower understands that no loan proceeds will be disbursed until all of Lender's conditions for making the loan have been satisfied. Please disburse the loan proceeds of \$500,000.00 as follows:

Undisbursed Funds:	\$500,000.00
Note Principal:	\$500,000.00

FINANCIAL CONDITION. BY SIGNING THIS AUTHORIZATION, BORROWER REPRESENTS AND WARRANTS TO LENDER THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT AND THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN BORROWER'S FINANCIAL CONDITION AS DISCLOSED IN BORROWER'S MOST RECENT FINANCIAL STATEMENT TO LENDER. THIS AUTHORIZATION IS DATED OCTOBER 15, 2021.

BORROWER:

SEBRING AIRPORT AUTHORITY

By: 
MIKE WILLINGHAM, EXECUTIVE DIRECTOR of
SEBRING AIRPORT AUTHORITY

No. 2019A Second Amendment

\$500,000.00

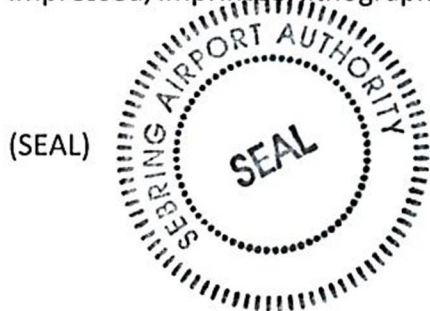
**SEBRING AIRPORT AUTHORITY
REVENUE CERTIFICATE, SERIES 2019A
SECOND AMENDMENT**

The Sebring Airport Authority (“Authority”) issued its Revenue Certificate, Series 2019A (“Certificate”) to Heartland National Bank (“Bank”) on October 17, 2019 in connection with a loan from Bank to the Authority, loan number 160095071. The outstanding principal for the Certificate is due on October 15, 2021. To extend the principal payment date, the Payment Schedule attached as Exhibit A to the Certificate is hereby amended and replaced by the Exhibit A to this Second Amendment, which extends the principal payment date to October 15, 2022. The final maturity date is extended to October 14, 2061.

Heartland National Bank is the owner and holder of the Certificate and has consented to this Second Amendment to the Certificate.

All other terms of the Certificate not amended herein shall remain in full force and effect as if fully restated herein.

IN WITNESS WHEREOF, the Sebring Airport Authority, has issued this Second Amendment to Revenue Certificate, Series 2019A and has caused the same to be signed by its Chair and countersigned and attested to by its Secretary, and its seal or facsimile thereof to be affixed, impressed, imprinted, lithographed or reproduced hereon, all as of this 21st day of October, 2021.



SEBRING AIRPORT AUTHORITY

By: *Peter H. McDevitt*

- Peter H. McDevitt, as its Chair or
- Carl Cool, as its Vice Chair

ATTESTED AND COUNTERSIGNED:

Mark Andrews

- Mark Andrews, as its Secretary or
- Sidney Valentine, as its Asst. Secretary

CERTIFICATE OF AUTHENTICATION

This Certificate is one of the Certificates issued under the provisions of the within mentioned Resolution.

SEBRING AIRPORT AUTHORITY

Date of Authentication:

Registrar, as Authenticating Agent

October 21, 2021

By: 
Executive Director, Mike Willingham



**EXHIBIT A
TO
UNITED STATES OF AMERICA
STATE OF FLORIDA
COUNTY OF HIGHLANDS
SEBRING AIRPORT AUTHORITY
REVENUE CERTIFICATE, No. 2019A**

Payment Schedule

Issuer shall pay monthly interest payments, beginning November 15, 2021, with interest calculated on the amount of principal advanced at Wall Street Journal Prime, adjusted day of change based on a year of 365 days. Principal shall be payable on October 15, 2022.

Interest Calculation Method. Interest on the Revenue Certificate is computed on a 365/360 year basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under the Revenue Certificate is computed using this method.

ACKNOWLEDGEMENT AND CONSENT

HEARTLAND NATIONAL BANK is the owner and holder of the Authority's Revenue Certificate, Series 2019A received in connection with a loan from Bank to the Authority, loan number 160095071. Bank hereby consents to the Second Amendment to the Certificate.

Dated: 10-21, 2021

HEARTLAND NATIONAL BANK

By: James C. Clinard
As its Chief Executive Officer

RESOLUTION NO. 21-13

A RESOLUTION OF THE SEBRING AIRPORT AUTHORITY AUTHORIZING THE ISSUANCE OF THE SECOND AMENDMENT TO ITS REVENUE CERTIFICATE SERIES 2019A INITIALLY ISSUED IN THE PRINCIPAL AMOUNT OF \$500,000 TO PROVIDE FUNDS FOR OPERATING CAPITAL OF THE AUTHORITY APPROVED BY THE AUTHORITY BOARD IN ACCORDANCE WITH THE PROVISIONS OF THE SEBRING AIRPORT AUTHORITY ACT; PROVIDING FOR THE PAYMENT OF SUCH CERTIFICATE FROM LEASE PAYMENTS AND OTHER INCOME, GENERATED FROM SUCH AUTHORITY OWNED BUILDINGS 108 AND 104 AND A COVENANT TO BUDGET AND APPROPRIATE FROM LEGALLY AVAILABLE FUNDS ALL AS PROVIDED IN THE REVENUE CERTIFICATE; AUTHORIZING THE PROPER OFFICIALS OF THE AUTHORITY TO UNDERTAKE ANY OTHER ADDITIONAL ACTIONS DEEMED NECESSARY OR ADVISABLE IN CONNECTION WITH THE EXECUTION OF THE REVENUE CERTIFICATE AND THE SECURITY THEREFORE; AUTHORIZING THE EXECUTION AND DELIVERY OF OTHER DOCUMENTS IN CONNECTION WITH SAID LOAN AND THE SECURITY THEREFOR; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Sebring Airport Authority (the "Authority") issued its Revenue Certificate, Series 2019A on October 17, 2019 in the principal amount of \$500,000 (the "Certificate") to provide operating capital for purposes permitted by the Sebring Airport Authority Act;

WHEREAS, the Authority received a loan in the amount of \$500,000 from Heartland National Bank (the "Bank") the proceeds of which could be used as operating capital to operate Authority facilities and to pay costs of issuing the Certificate;

WHEREAS, the term of the loan was for one year and was renewed for an additional year on October 15, 2020;

WHEREAS, the term of the loan should be renewed for an additional year;

WHEREAS, payment of the Loan shall continue to be secured by lease payments and other building related income from Buildings 108 and 104 owned by the Authority as set forth in the Certificate all located on property known as the "Sebring Regional Airport and Industrial Park," as described in the Certificate (collectively the "Pledged Funds");

WHEREAS, pursuant to the Certificate the Authority continues to agree to budget and appropriate legally available moneys to make payments due on the Certificate to the extent Pledged Funds are insufficient to make such payments; and

WHEREAS, due to the present volatility of the market for municipal debt, it is in the best interest of the Authority to renew the Certificate.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE SEBRING AIRPORT AUTHORITY AS FOLLOWS:

SECTION 1. AUTHORIZATION OF ISSUANCE OF CERTIFICATE TO PROVIDE AUTHORITY OPERATING CAPITAL. The Authority hereby authorizes the issuance of the Second Amendment to the Certificate to provide it with operating capital as described above.

SECTION 2. Intentionally Blank.

SECTION 3. AUTHORIZATION OF CERTIFICATE AND EXECUTION OF CERTIFICATE. The Loan and the repayment of the Loan as evidenced by the Second Amendment to the Certificate issued in the same principal amount as the Loan shall be pursuant to the terms and provisions of the Certificate. The Authority hereby authorizes the Chairman of the Authority or his designee (collectively, the “Chairman”) and the Secretary or any deputy or assistant Secretary (collectively, the “Secretary”) and the Executive Director to execute and deliver on behalf of the Authority the Second Amendment to the Certificate substantially in the form attached hereto as **Exhibit A** with such changes, insertions and additions as they may approve, their execution thereof being evidence of such approval.

SECTION 4. PAYMENT OF DEBT SERVICE ON CERTIFICATE. The Second Amendment to the Certificate will be payable from the Pledged Funds and a covenant to budget and appropriate from legally available funds all as provided in the Certificate.

SECTION 5. AUTHORIZATION OF OTHER DOCUMENTS TO EFFECT TRANSACTION. To the extent that other documents, certificates, opinions, or items are needed to effect any of the transactions referenced in this Resolution, or the Second Amendment to the Certificate and the security therefore, the Chairman, the Vice-Chairman, the Executive Director, the Director of Finance and the Authority Attorney are hereby authorized to execute and deliver such documents, certificates, opinions, or other items and to take such other actions as are necessary for the full, punctual, and complete performance of the covenants, agreements, provisions, and other terms as are contained herein and in the documents included herein by reference.

SECTION 6. LIMITED OBLIGATION. The obligation of the Authority to repay amounts due under the Certificate and all other documents delivered by the Authority in connection with the issuance of the Certificate are limited and special obligations, payable solely from the Pledged Funds and as otherwise provided in Section 4 hereof and shall not be deemed a pledge of the faith and credit of the Authority.


SECTION 7. REPEAL OF INCONSISTENT RESOLUTIONS AND ACTIONS. All resolutions or actions of the Authority in conflict herewith are hereby superseded and repealed to the extent of such conflict.

SECTION 8. EFFECT OF PARTIAL INVALIDITY. If any one or more provisions of this Resolution or the Certificate shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution, or the Certificate, but this Resolution and the Certificate shall be construed and enforced as if such illegal or invalid provision had not been contained therein. The Certificate shall be issued and this Resolution is adopted with the intent that the laws of the State of Florida shall govern their construction.


SECTION 9. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED by a majority of the members of the Sebring Airport Authority on the 21st day of October, 2021.

SEBRING AIRPORT AUTHORITY

By: 
 Peter H. McDevitt, as its Chair or
 Carl Cool, as its Vice Chair

ATTEST:

By: 
 Mark Andrews, as its Secretary or
 Sidney Valentine, as its Asst. Secretary

DISBURSEMENT AUTHORIZATION

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$500,000.00	10-15-2021	10-15-2022	160095071	4 / 12		JCC	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

Borrower: SEBRING AIRPORT AUTHORITY
128 AUTHORITY LANE
SEBRING, FL 33870

Lender: HEARTLAND NATIONAL BANK
SEBRING BRANCH
320 HWY 27 NORTH
SEBRING, FL 33870

This DISBURSEMENT AUTHORIZATION is attached to and by this reference is made a part of the Disbursement Request and Authorization, dated October 15, 2021, and executed in connection with a loan or other financial accommodations between HEARTLAND NATIONAL BANK and SEBRING AIRPORT AUTHORITY.

The following persons are authorized to request advances against the referenced Line of Credit, to be deposited into Account No. _____.

<u>NAME</u>	<u>AMOUNT</u>
<u>MIKE WILLINGHAM</u>	<u>\$500,000.00</u>
<u>COLLEEN PLONSKY</u>	<u>\$500,000.00</u>
<u>BEVERLY GLARNER</u>	<u>\$500,000.00</u>
_____	_____

THIS DISBURSEMENT AUTHORIZATION IS EXECUTED ON OCTOBER 15, 2021.

BORROWER:

SEBRING AIRPORT AUTHORITY

By: 
MIKE WILLINGHAM, EXECUTIVE DIRECTOR of
SEBRING AIRPORT AUTHORITY



COMMERCIAL PLEDGE AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$500,000.00	10-15-2021	10-15-2022	160095071	4 / 12		JCC	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.

Grantor: SEBRING AIRPORT AUTHORITY
128 AUTHORITY LANE
SEBRING, FL 33870

Lender: HEARTLAND NATIONAL BANK
SEBRING BRANCH
320 HWY 27 NORTH
SEBRING, FL 33870

THIS COMMERCIAL PLEDGE AGREEMENT dated October 15, 2021, is made and executed between SEBRING AIRPORT AUTHORITY ("Grantor") and HEARTLAND NATIONAL BANK ("Lender").

GRANT OF SECURITY INTEREST. For valuable consideration, Grantor grants to Lender a security interest in the Collateral to secure the Indebtedness and agrees that Lender shall have the rights stated in this Agreement with respect to the Collateral, in addition to all other rights which Lender may have by law.

COLLATERAL DESCRIPTION. The word "Collateral" as used in this Agreement means Grantor's present and future rights, title and interest in and to the following described investment property, together with any and all present and future additions thereto, substitutions therefor, and replacements thereof, and further together with all Income and Proceeds as described herein:

ASSIGNMENT OF THE LEASE PAYMENTS AND OTHER BUILDING RELATED INCOME FROM BUILDINGS 108 AND 104 OWNED BY THE AUTHORITY AS SET FORTH IN REVENUE CERTIFICATE NO. 2019A-1

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Grantor's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Grantor holds jointly with someone else and all accounts Grantor may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Grantor authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the Indebtedness against any and all such accounts.

REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE COLLATERAL. Grantor represents and warrants to Lender that:

Ownership. Grantor is the lawful owner of the Collateral free and clear of all security interests, liens, encumbrances and claims of others except as disclosed to and accepted by Lender in writing prior to execution of this Agreement.

Right to Pledge. Grantor has the full right, power and authority to enter into this Agreement and to pledge the Collateral.

Authority; Binding Effect. Grantor has the full right, power and authority to enter into this Agreement and to grant a security interest in the Collateral to Lender. This Agreement is binding upon Grantor as well as Grantor's successors and assigns, and is legally enforceable in accordance with its terms. The foregoing representations and warranties, and all other representations and warranties contained in this Agreement are and shall be continuing in nature and shall remain in full force and effect until such time as this Agreement is terminated or cancelled as provided herein.

No Further Assignment. Grantor has not, and shall not, sell, assign, transfer, encumber or otherwise dispose of any of Grantor's rights in the Collateral except as provided in this Agreement.

No Defaults. There are no defaults existing under the Collateral, and there are no offsets or counterclaims to the same. Grantor will strictly and promptly perform each of the terms, conditions, covenants and agreements, if any, contained in the Collateral which are to be performed by Grantor.

No Violation. The execution and delivery of this Agreement will not violate any law or agreement governing Grantor or to which Grantor is a party.

Financing Statements. Grantor authorizes Lender to file a UCC financing statement, or alternatively, a copy of this Agreement to perfect Lender's security interest. At Lender's request, Grantor additionally agrees to sign all other documents that are necessary to perfect, protect, and continue Lender's security interest in the Property. Grantor will pay all filing fees, title transfer fees, and other fees and costs involved unless prohibited by law or unless Lender is required by law to pay such fees and costs. Grantor irrevocably appoints Lender to execute documents necessary to transfer title if there is a default. Lender may file a copy of this Agreement as a financing statement.

LENDER'S RIGHTS AND OBLIGATIONS WITH RESPECT TO THE COLLATERAL. Lender may hold the Collateral until all Indebtedness has been paid and satisfied. Thereafter Lender may deliver the Collateral to Grantor or to any other owner of the Collateral. Lender shall have the following rights in addition to all other rights Lender may have by law:

Maintenance and Protection of Collateral. Lender may, but shall not be obligated to, take such steps as it deems necessary or desirable to protect, maintain, insure, store, or care for the Collateral, including paying of any liens or claims against the Collateral. This may include such things as hiring other people, such as attorneys, appraisers or other experts. Lender may charge Grantor for any cost incurred in so doing. When applicable law provides more than one method of perfection of Lender's security interest, Lender may choose the method(s) to be used.

Income and Proceeds from the Collateral. Lender may receive all Income and Proceeds and add it to the Collateral. Grantor agrees to deliver to Lender immediately upon receipt, in the exact form received and without commingling with other property, all Income and Proceeds from the Collateral which may be received by, paid, or delivered to Grantor or for Grantor's account, whether as an addition to, in discharge of, in substitution of, or in exchange for any of the Collateral.

Application of Cash. At Lender's option, Lender may apply any cash, whether included in the Collateral or received as Income and Proceeds or through liquidation, sale, or retirement, of the Collateral, to the satisfaction of the Indebtedness or such portion thereof as Lender shall choose, whether or not matured.

**COMMERCIAL PLEDGE AGREEMENT
(Continued)**

Loan No: 160095071

Page 3

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or guarantor, endorser, surety, or accommodation party dies or becomes incompetent or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

Cure Provisions. If any default, other than a default in payment, is curable and if Grantor has not been given a notice of a breach of the same provision of this Agreement within the preceding twelve (12) months, it may be cured if Grantor, after Lender sends written notice to Grantor demanding cure of such default: (1) cures the default within ten (10) days; or (2) if the cure requires more than ten (10) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Agreement, at any time thereafter, Lender may exercise any one or more of the following rights and remedies:

Accelerate Indebtedness. Declare all Indebtedness, including any prepayment penalty which Grantor would be required to pay, immediately due and payable, without notice of any kind to Grantor.

Collect the Collateral. Collect any of the Collateral and, at Lender's option and to the extent permitted by applicable law, retain possession of the Collateral while suing on the Indebtedness.

Sell the Collateral. Sell the Collateral, at Lender's discretion, as a unit or in parcels, at one or more public or private sales. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Lender shall give or mail to Grantor, and other persons as required by law, notice at least ten (10) days in advance of the time and place of any public sale, or of the time after which any private sale may be made. However, no notice need be provided to any person who, after an Event of Default occurs, enters into and authenticates an agreement waiving that person's right to notification of sale. Grantor agrees that any requirement of reasonable notice as to Grantor is satisfied if Lender mails notice by ordinary mail addressed to Grantor at the last address Grantor has given Lender in writing. If a public sale is held, there shall be sufficient compliance with all requirements of notice to the public by a single publication in any newspaper of general circulation in the county where the Collateral is located, setting forth the time and place of sale and a brief description of the property to be sold. Lender may be a purchaser at any public sale.

Sell Securities. Sell any securities included in the Collateral in a manner consistent with applicable federal and state securities laws. If, because of restrictions under such laws, Lender is unable, or believes Lender is unable, to sell the securities in an open market transaction, Grantor agrees that Lender will have no obligation to delay sale until the securities can be registered. Then Lender may make a private sale to one or more persons or to a restricted group of persons, even though such sale may result in a price that is less favorable than might be obtained in an open market transaction. Such a sale will be considered commercially reasonable. If any securities held as Collateral are "restricted securities" as defined in the Rules of the Securities and Exchange Commission (such as Regulation D or Rule 144) or the rules of state securities departments under state "Blue Sky" laws, or if Grantor or any other owner of the Collateral is an affiliate of the issuer of the securities, Grantor agrees that neither Grantor, nor any member of Grantor's family, nor any other person signing this Agreement will sell or dispose of any securities of such issuer without obtaining Lender's prior written consent.

Foreclosure. Maintain a judicial suit for foreclosure and sale of the Collateral.

Transfer Title. Effect transfer of title upon sale of all or part of the Collateral. For this purpose, Grantor irrevocably appoints Lender as Grantor's attorney-in-fact to execute endorsements, assignments and instruments in the name of Grantor and each of them (if more than one) as shall be necessary or reasonable.

Other Rights and Remedies. Have and exercise any or all of the rights and remedies of a secured creditor under the provisions of the Uniform Commercial Code, at law, in equity, or otherwise.

Application of Proceeds. Apply any cash which is part of the Collateral, or which is received from the collection or sale of the Collateral, to reimbursement of any expenses, including any costs for registration of securities, commissions incurred in connection with a sale, reasonable attorneys' fees and court costs, whether or not there is a lawsuit and including any fees on appeal, incurred by Lender in connection with the collection and sale of such Collateral and to the payment of the Indebtedness of Grantor to Lender, with any excess funds to be paid to Grantor as the interests of Grantor may appear. Grantor agrees, to the extent permitted by law, to pay any deficiency after application of the proceeds of the Collateral to the Indebtedness.

Election of Remedies. Except as may be prohibited by applicable law, all of Lender's rights and remedies, whether evidenced by this Agreement, the Related Documents, or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Agreement, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. Grantor agrees to pay upon demand all of Lender's costs and expenses, including Lender's reasonable attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Grantor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's reasonable attorneys' fees and legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Grantor also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the

**COMMERCIAL PLEDGE AGREEMENT
(Continued)**

Loan No: 160095071

Page 5

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

GRANTOR HAS READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS COMMERCIAL PLEDGE AGREEMENT AND AGREES TO ITS TERMS. THIS AGREEMENT IS DATED OCTOBER 15, 2021.

GRANTOR:

SEBRING AIRPORT AUTHORITY



By: MIKE WILLINGHAM, EXECUTIVE DIRECTOR of
SEBRING AIRPORT AUTHORITY

**SEBRING AIRPORT AUTHORITY
AGENDA ITEM SUMMARY**

MEETING DATE: October 21, 2021

PRESENTER: Mike Willingham

AGENDA ITEM: Willingham and Associates, II, LLC – Lease Concurrence

BACKGROUND: Willingham and Associates, II, LLC (Gary “Ike” Willingham) has leased office space from Airport at its normal and customary rental rates. As Ike is the brother of Executive Director Mike Willingham, staff requests the concurrence of the Board as to this lease transaction.

REQUESTED MOTION: Move to approve.

BOARD ACTION:

APPROVED
 DENIED
 DEFERRED
 OTHER

**SEBRING AIRPORT AUTHORITY
AGENDA ITEM SUMMARY**

MEETING DATE: October 21, 2021

PRESENTER: Mike Willingham

AGENDA ITEM: SEF Rail Replacement Project – FDOT Grant Amendment

BACKGROUND: FDOT is amending our Public Transportation Agreement for Rail Project by adding an additional \$2,181,559. This should complete the project to CSX mainline.

REQUESTED MOTION: Move to approve and authorize the Executive Director to execute contract.

BOARD ACTION:

APPROVED
 DENIED
 DEFERRED
 OTHER

RESOLUTION NO. 21- 12

A RESOLUTION OF THE SEBRING AIRPORT AUTHORITY APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF THE PUBLIC TRANSPORTATION AMENDMENT NO. 3 TO THE PUBLIC TRANSPORTATION AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND ALL OTHER DOCUMENTS REQUIRED FOR THE GRANT AGREEMENT AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Sebring Airport Authority applied to the State of Florida Department of Transportation for a grant to fund the Sebring Regional Airport Railroad Rehabilitation - Construction (herein the "Railroad Rehabilitation"); and

WHEREAS, the Sebring Airport Authority and the State of Florida Department of Transportation entered into a Public Transportation Grant Agreement on November 26, 2018; and

WHEREAS, the Sebring Airport Authority and the State of Florida Department of Transportation entered into a Public Transportation Amendment to the Public Transportation Agreement on October 9, 2019, authorized by Resolution No. 19-14 dated September 9, 2019; and

WHEREAS, the Sebring Airport Authority and the State of Florida Department of Transportation entered into a Public Transportation Amendment to the Public Transportation Agreement on December 4, 2020, authorized by Resolution No. 20-21 dated November 19, 2020; and

WHEREAS, the Sebring Airport Authority and the State of Florida Department of Transportation wish to enter into Amendment No. 3 to Public Transportation Agreement, Financial Project Number 444395-1-94-01, for the Railroad Rehabilitation.

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

1. The State of Florida Department of Transportation Public Transportation Amendment No. 3 to the Public Transportation Agreement, Financial Project Number 444395-1-94-01, for the Railroad Rehabilitation is hereby approved.

2. Peter H. McDevitt, Chair and Mike Willingham, Executive Director are each separately authorized and directed to sign and deliver all documents required by the State of Florida Department of Transportation for the Public Transportation Grant Agreement and the Public Transportation Amendment No. 3 to the Public Transportation Agreement, Financial Project Number 444395-1-94-01, for the Railroad Rehabilitation.


3. Pursuant to Resolution No. 20-06, as confirmed and ratified herein, Mike Willingham is authorized to sign this resolution.

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

PASSED AND ADOPTED by a majority of the members of the Sebring Airport Authority on the 21st day of October, 2021.



SEBRING AIRPORT AUTHORITY

By: 
Mike Willingham, Executive Director

**PUBLIC TRANSPORTATION
AMENDMENT TO THE PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Financial Project Number(s): <small>(item-segment-phase-sequence)</small> 444395-1-94-01	Fund(s): Work Activity Code/Function: Federal Number/Federal Award Identification Number (FAIN) – Transit only:	DDR,DPTO 215	FLAIR Category: Object Code: Org. Code: Vendor Number:	088809 751000 55012020129 VF591173009002
Contract Number: G1227	Federal Award Date:		Amendment No.:	3
CFDA Number: N/A	Agency DUNS Number:	037293800		
CFDA Title: N/A				
CSFA Number: 55.014				
CSFA Title: Intermodal Program				

THIS AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT (“Amendment”) is made and entered into on _____, by and between the State of Florida, Department of Transportation (“Department”), and Sebring Airport Authority, (“Agency”), collectively referred to as the “Parties.”

RECITALS

WHEREAS, the Department and the Agency on 11/26/2018 (date original Agreement entered) entered into a Public Transportation Grant Agreement (“Agreement”).

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

- 1. Amendment Description.** The project is amended to include additional construction phase funding.
- 2. Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

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

- 3. Exhibits.** The following Exhibits are updated, attached, and incorporated into this Agreement:
 - Exhibit A: Project Description and Responsibilities
 - Exhibit B: Schedule of Financial Assistance
 - *Exhibit B1: Deferred Reimbursement Financial Provisions
 - *Exhibit B2: Advance Payment Financial Provisions
 - *Exhibit C: Terms and Conditions of Construction
 - Exhibit D: Agency Resolution
 - Exhibit E: Program Specific Terms and Conditions
 - Exhibit F: Contract Payment Requirements
 - *Exhibit G: Financial Assistance (Single Audit Act)
 - *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
 - *Additional Exhibit(s):

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
AMENDMENT TO THE PUBLIC TRANSPORTATION
GRANT AGREEMENT

Form 725-000-03
STRATEGIC
DEVELOPMENT
OGC 11/19

4. Project Cost.

The estimated total cost of the Project is X increased/ decreased by \$2,181,559 bringing the revised total cost of the project to \$7,950,120.


The Department's participation is X increased/ decreased by \$2,181,559. The Department agrees to participate in the Project cost up to the maximum amount of \$7,950,120, and, additionally the Department's participation in the Project shall not exceed 100.00% of the total eligible cost of the Project.

Except as modified, amended, or changed by this Amendment, all of the terms and conditions of the Agreement and any amendments thereto shall remain in full force and effect.

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

AGENCY Sebring Airport
Authority

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: 
Name: Mike Willingham
Title: Executive Director

By: _____
Name: John M. Kubler, P.E.
Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

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

DS
DC

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

EXHIBIT B

Schedule of Financial Assistance

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

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
444395-1-94-01	DDR	088719	2020	751000	55.004	Aviation Grant Program	\$1,565,887.00
444395-1-94-01	DDR	088719	2021	751000	55.004	Aviation Grant Program	\$626,691.00
444395-1-94-01	DPTO	088719	2021	751000	55.004	Aviation Grant Program	\$1,444,511.00
444395-1-94-01	DPTO	088719	2022	751000	55.004	Aviation Grant Program	\$2,181,559.00
444395-1-94-01	DPTO	088719	2020	751000	55.004	Aviation Grant Program	\$1,371,555.00
444395-1-94-01	DPTO	088809	2019	751000	55.014	Intermodal Program	\$759,917.00
Total Financial Assistance							\$7,950,120

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$7,950,120.00	\$0.00	\$0.00	\$7,950,120.00	100.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$7,950,120.00	\$0.00	\$0.00	\$7,950,120.00			

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

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

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

Kristi A. Smith, CPM, PLS

Department Grant Manager Name

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

DocuSigned by:
Kristi A. Smith
Signature

10/7/2021 | 8:24 AM EDT

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation

State Project Title: Intermodal Program

CSFA Number: 55.014

***Award Amount:** \$7,950,120

*The award amount may change with amendments

Specific project information for CSFA Number 55.014 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

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

State Project Compliance Requirements for CSFA Number 55.014 are provided at: <https://apps.fldfs.com/fsaa/searchCompliance.aspx>

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

To: Kristi.Smith@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION FUNDS APPROVAL

G1227

10/4/2021

CONTRACT INFORMATION

Contract:	G1227
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERNMENTAL AGENCY (287.057,F.S.)
Vendor Name:	SEBRING AIRPORT AUTHORITY
Vendor ID:	F591173009002
Beginning Date of This Agreement:	11/26/2018
Ending Date of This Agreement:	06/30/2022
Contract Total/Budgetary Ceiling:	ct = \$7,950,120.00
Description:	SEBRING REGIONAL AIRPORT RAILROAD REHABILITATION - CONSTRUCTION

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 10/4/2021

Action:	Supplemental
Reviewed or Approved:	APPROVED
Organization Code:	55012020129
Expansion Option:	A3
Object Code:	751000
Amount:	\$2,181,559.00
Financial Project:	44439519401
Work Activity (FCT):	215
CFDA:	
Fiscal Year:	2022
Budget Entity:	55100100
Category/Category Year:	088809/22
Amendment ID:	S003
Sequence:	00
User Assigned ID:	THREE
Enc Line (6s)/Status:	0004/04

Total Amount: \$2,181,559.00

Certificate Of Completion

Envelope Id: 97C1BAD92E52406F9BCEC5154A227C69 Status: Completed
 Subject: Please DocuSign: _PT129KS-G1227-S003-DIST-01-20211004-101045-PT129KS@dot.state.fl.us-Kristi-Smi...
 Contract Number (ex. C9A12, optional): G1227
 Document Contains Confidential Information?: No
 Fin Proj Num (ex.123456-1-32-01, Optional): 444395-1-94-01
 Office (contact Procurement if add is needed):
 Aviation
 Source Envelope:
 Document Pages: 7 Signatures: 1 Envelope Originator:
 Certificate Pages: 2 Initials: 1 Kristi A. Smith
 AutoNav: Enabled 605 Suwannee Street
 Envelopeld Stamping: Enabled MS 20
 Time Zone: (UTC-05:00) Eastern Time (US & Canada) Tallahassee, FL 32399-0450
kristi.smith@dot.state.fl.us
IP Address: 156.75.252.6

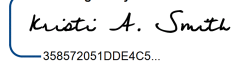
Record Tracking

Status: Original Holder: Kristi A. Smith Location: DocuSign
 10/7/2021 8:04:21 AM kristi.smith@dot.state.fl.us

Signer Events

Kristi A. Smith
 kristi.smith@dot.state.fl.us
 Senior Aviation/Intermodal Project Manager
 Florida Department of Transportation
 Security Level: Email, Account Authentication (None)

Signature


DocuSigned by:

 358572051DDE4C5...
 Signature Adoption: Pre-selected Style
 Using IP Address: 156.75.252.6

Timestamp

Sent: 10/7/2021 8:24:20 AM
 Viewed: 10/7/2021 8:24:42 AM
 Signed: 10/7/2021 8:24:47 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Don Conway
 don.conway@dot.state.fl.us
 Senior Attorney
 Florida Department of Transportation
 Security Level: Email, Account Authentication (None)


 Signature Adoption: Pre-selected Style
 Using IP Address: 156.75.252.6

Sent: 10/7/2021 8:24:48 AM
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 Signed: 10/7/2021 2:54:53 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

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

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/7/2021 8:24:20 AM
Certified Delivered	Security Checked	10/7/2021 9:19:41 AM
Signing Complete	Security Checked	10/7/2021 2:54:53 PM
Completed	Security Checked	10/7/2021 2:54:53 PM

Payment Events	Status	Timestamps
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RESOLUTION SAA 21-11

**A RESOLUTION OF THE SEBRING AIRPORT
AUTHORITY TO APPROVE AMENDMENT S21-09 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

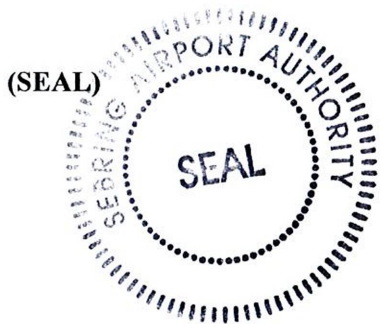
WHEREAS, said budget can be amended from time to time by action of the Sebring Airport Authority Board of Directors;

**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 S21-09 as presented.

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

PASSED AND ADOPTED this 21st day of October 2021.




SEBRING AIRPORT AUTHORITY

By: 
Mike Willingham, Ex. Director

SEBRING AIRPORT AUTHORITY
BUDGET AMENDMENT# S21-09
EFFECTIVE ACCOUNTING PERIOD: August 2021

10/21/2021

SUBMITTED BY: Colleen Plonsky
 SUBMITTED BY: 


REVENUE CENTER	ACCOUNT	ACCOUNT NAME	PRIOR BUDGET AS OF 7/31/21	INCREASE	DECREASE	REVISED BUDGET	Reason:
SAA	342-200-SAA	Fire Protection Fees	\$ 87,000.00	\$ 8,320.00		\$ 95,320.00	Budget Understated
SAA	362-000-SAA	Rental Income-Industrial	\$ 937,500.00	\$ 128,195.00		\$ 1,065,695.00	Budget Understated
			\$ -	\$ -		\$ -	
			\$ -	\$ -		\$ -	
			\$ -	\$ -		\$ -	
			\$ -	\$ -		\$ -	
			\$ -	\$ -		\$ -	
Total Revenue Increase/Decrease			\$ 1,024,500.00	\$ 136,515.00		\$ 1,161,015.00	
COST CENTER (expenses)							
FBO	512-001-FBO	FBO COGS-Fuel	\$ 900,000.00	\$ 146,100.00		\$ 1,046,100.00	Budget Understated
FBO	512-007-FBO	COGS-UL94-Mogas	\$ 27,000.00	\$ 3,410.00		\$ 30,410.00	Budget Understated
FBO	512-012-FBO	FBO Salaries	\$ 113,000.00	\$ 20,000.00		\$ 133,000.00	Budget Understated
FBO	512-022-FBO	FBO Retirement	\$ 17,000.00	\$ 3,000.00		\$ 20,000.00	Budget Understated
FBO	512-030-FBO	FBO Operating Expense	\$ 21,000.00	\$ 4,000.00		\$ 25,000.00	Budget Understated
FBO	512-041-FBO	FBO Communications/Telephone	\$ 11,000.00	\$ 2,000.00		\$ 13,000.00	Budget Understated
FBO	512-044-FBO	FBO Rentals & Leases	\$ 7,000.00	\$ 1,000.00		\$ 8,000.00	Budget Understated
FBO	512-046-FBO	FBO Repairs & Maintenance	\$ 40,000.00	\$ 15,000.00		\$ 55,000.00	Budget Understated
FBO	512-052-FBO	FBO Operating Supplies	\$ 10,000.00	\$ 6,000.00		\$ 16,000.00	Budget Understated
SAA	512-016-SAA	Cafeteria Plan Expense	\$ 1,500.00	\$ 300.00		\$ 1,800.00	Budget Understated
SAA	512-022-SAA	SAA-Retirement	\$ 63,000.00	\$ 17,000.00		\$ 80,000.00	Budget Understated
SAA	512-034-SAA	SAA Contractual Services	\$ 225,000.00	\$ 35,000.00		\$ 260,000.00	Budget Understated
SAA	512-043-SAA	SAA Utilities	\$ 55,000.00	\$ 8,000.00		\$ 63,000.00	Budget Understated
SAA	512-054-SAA	SAA Books, Publications, & Dues	\$ 12,000.00	\$ 1,000.00		\$ 13,000.00	Budget Understated
SAA	512-056-SAA	SAA Seminars, Conv, Train	\$ 6,000.00	\$ 2,000.00		\$ 8,000.00	Budget Understated
			\$ -	\$ -		\$ -	
Total Expenses Increase/Decrease			\$ 1,508,500.00	\$ 263,810.00		\$ 1,772,310.00	
Capital Expenditures Adjustments							
			Prior Month Budgeted Operating Reserve	Current Month Revenue - Inc/(Dec)	Current Month Expense - Inc/(Dec)	Revised Budgeted Operating Reserve	
			\$3,103,769.32	\$ 136,515.00	\$ 263,810.00	\$2,976,474.32	

REQUEST #: S21-09

BOARD APPROVAL:

TRANSFER TYPE:

- ITEM TO ITEM
- OPERATING RESERVE
- BY RESOLUTION # SAA 21-11

Executive Director 

**SEBRING AIRPORT AUTHORITY
AGENDA ITEM SUMMARY**

MEETING DATE: October 21, 2021

PRESENTER: Mike Willingham

AGENDA ITEM: Advanced Drainage System – Sidetrack Agreement

BACKGROUND: Advanced Drainage System (ADS) is constructing another sidetrack off the Airports rail spur. Sidetrack will hold an additional 8-9 cars. Additional rail car storage of raw materials is required to accommodate a new line of production equipment. CSX will not allow the new sidetrack without an agreement between CSX, the Airport and ADS.

REQUESTED MOTION: Move to approve and authorize the Executive Director to execute agreement.

BOARD ACTION:

APPROVED
 DENIED
 DEFERRED
 OTHER

SUPPLEMENTAL SIDETRACK AGREEMENT

THIS SUPPLEMENTAL SIDETRACK AGREEMENT, Made and effective 10-21-21, between **CSX TRANSPORTATION, INC**, a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Railroad," **SEBRING AIRPORT AUTHORITY**, a municipal corporation, political subdivision or state agency, under the laws of the State of Florida, whose mailing address is 128 Authority Lane, Sebring, Florida 33870 , hereinafter called "Industry," and **ADVANCED DRAINAGE SYSTEMS, INC.**, a corporation of the State of Florida, whose mailing address is 4640 Trueman Blvd, Hillard, OH 43026 hereinafter called "Shipper," WITNESSETH:

WHEREAS, Railroad and Industry entered into a certain Sidetrack Agreement SCL023396, Milepost SX 874, dated February 19, 1976, hereinafter called the Sidetrack Agreement, covering the construction, ownership, operation and maintenance of certain private sidetrack facilities, hereinafter called the "Sidetrack," as set forth in said Sidetrack Agreement, attached hereto;

WHEREAS, Industry has requested Railroad to consent to the use of said Sidetrack by Shipper, which Railroad has agreed to do upon the terms and conditions herein expressed;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREINAFTER SET FORTH, THE PARTIES HERETO COVENANT AND AGREE AS FOLLOWS:

1. Shipper shall construct extension of existing tracks, Milepost SX 874, as shown on attached drawing(s) labeled **2021-09-27_CSX PLAN SET**, dated September 27, 2021 (hereinafter the "Plan"), these additions shall be incorporated into the Sidetrack Agreement.
2. Shipper shall have the right to use said Sidetrack jointly with such other persons, firms and corporations as may now or hereafter be permitted by Industry or otherwise lawfully entitled to use the same, so long as this Supplemental Sidetrack Agreement remains in effect.
3. All of the provisions of said Sidetrack Agreement are incorporated herein, except Article 2 thereof, such that where the term "Industry" exists in said Sidetrack Agreement it shall - for purposes of this Supplemental Sidetrack Agreement - include Shipper as to tracks.
4. With respect to Shipper's use of and operations on and in the vicinity of said Sidetrack, Shipper shall observe, perform and assume all covenants, obligations and conditions imposed upon and assumed by Industry under and by virtue of said Sidetrack Agreement. However, nothing herein shall be construed to affect in any way any of the covenants, obligations or conditions undertaken by Industry under said Sidetrack Agreement or to release Industry therefrom.

5. (A) This Supplemental Sidetrack Agreement shall remain in effect until such time as any party hereto shall terminate the same by giving thirty (30) days written notice to the other parties hereto.

(B) However, the termination of the Sidetrack Agreement shall also effect a termination of this Supplemental Sidetrack Agreement automatically upon notice to Shipper from either Railroad or Industry.

(C) Upon termination of this Supplemental Sidetrack Agreement, all rights and obligations that were assigned to Shipper regarding the Sidetrack shall be automatically reassigned, transferred and assumed by Industry.

6. This Supplemental Sidetrack Agreement shall not be assigned by Shipper to any party, for any reason, without the prior written consent of both Industry and Railroad.

7. This Supplemental Sidetrack Agreement constitutes the entire understanding of the parties, is to be construed under the laws of the state in which the Sidetrack is located, may not be modified without the written consent of all parties, and has been executed by their duly authorized officials.

IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Sidetrack Agreement in triplicate, each copy of which shall constitute an original, the effective date of this Supplemental Sidetrack Agreement.

Witness for Railroad:

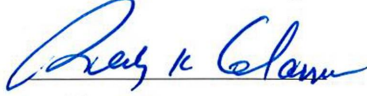
CSX TRANSPORTATION, INC

By: _____

Print/Type Name: _____

Print/Type Title: _____

Witness for Industry:



Beverly K. Glarner

SEBRING AIRPORT AUTHORITY

By: 

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Industry to the terms and conditions of this Supplemental Sidetrack Agreement.

Print/Type Name: Mike Willingham

Print/Type Title: Executive Director

Witness for Shipper:

ADVANCED DRAINAGE SYSTEMS, INC.

By: _____

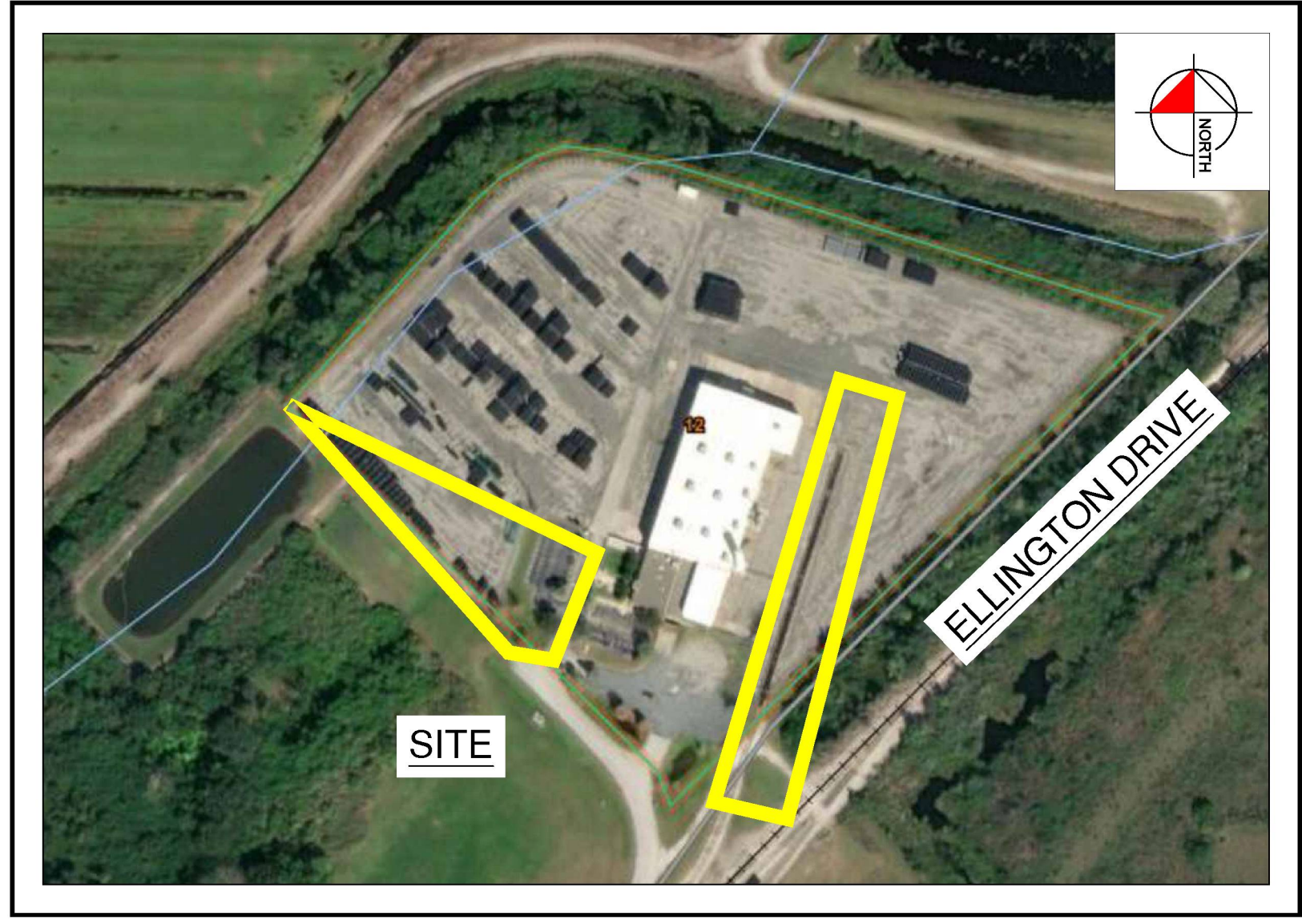
Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Shipper to the terms and conditions of this Supplemental Sidetrack Agreement.

Print/Type Name: _____

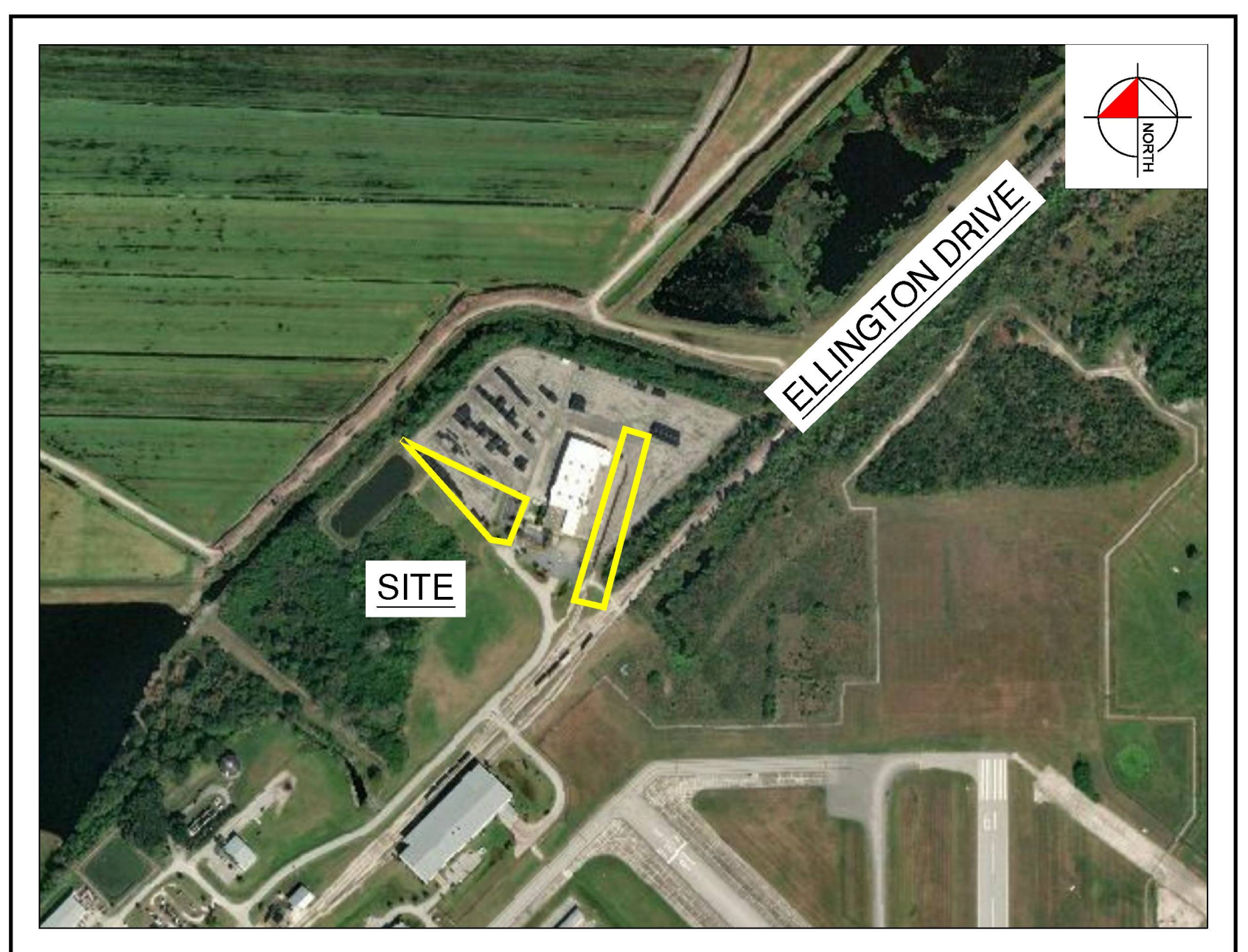
Print/Type Title: _____

Tax ID No.: _____

Drawing name: \\kimley-horn.com\FL_ORL\Civil\049516002-ADS_Pipe_Sebring\CADD\CONSTR\PlanSheets\COVER_CSX.dwg CO.0 COVER SHEET Sep 27, 2021 3:31pm by: Alex.Bachy
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SOILS MAP
NTS



AERIAL PHOTOGRAPH
NTS

CSX GRADING AND TYPICAL SECTION PLAN SET

**1 ULMANN DRIVE
SEBRING, FL 33870**

A PORTION OF
PARCEL #: C-05-35-30-A00-0090
HIGHLANDS COUNTY, FLORIDA

SEPTEMBER 27, 2021



LOCATION MAP
SECTION 5, TOWNSHIP 35, RANGE 30E

LEGAL DESCRIPTION

SEBRING AIRPORT PROPERTY AN IRREG 12.9 ACRE TR IN W 1/2
SEC 5 SOUTH OF CANAL + NWLY OF RR SPUR 5-25-30/2-9 12.9
ACRES

UTILITIES

WATER: SEBRING AIRPORT
SEWER: SEBRING AIRPORT

DEVELOPMENT TEAM

OWNER:
SEBRING AIRPORT AUTHORITY
4640 TRUJEMAN BLVD
HILLIARD, OH 43026
CONTACT: RICK GEMEINHARDT

CIVIL ENGINEER:
KIMLEY-HORN AND ASSOCIATES, INC.
189 S. ORANGE AVENUE, SUITE 1000
ORLANDO, FL 32801
CONTACT: JUAN P. RODRIGUEZ, P.E.
PHONE: (407) 768-3230
EMAIL: juanp.rodriguez@kimley-horn.com

APPLICANT
ADVANCED DRAINAGE SYSTEMS, INC
2650 HAMILTON-EATON RD
HAMILTON, OH 45242
CONTACT: JOSE E. JANER
PHONE: (513) 668-8969
EMAIL: jose.janer@ads-pipe.com

SURVEYOR:
ON POINT SURVEYING, INC.
P. O BOX 770931,
WINTER GARDEN, FL 34777
CONTACT: DOUGLAS H. NEGRON, P.S.M.
PHONE: (407) 989-8102

INDEX OF SHEETS

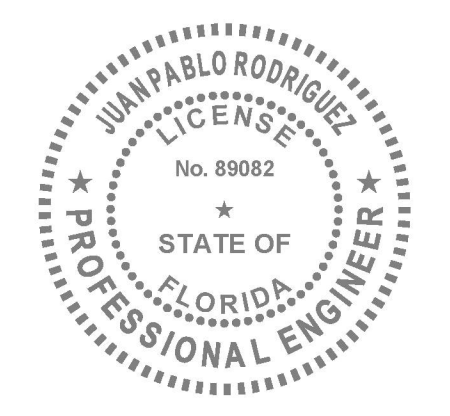
SHEET NUMBER	SHEET TITLE
C0.0	COVER SHEET
C1.0	TRACK PLAN AND PROFILE
C2.0	TYPICAL SECTION 1 OF 2
C2.1	TYPICAL SECTION 2 OF 2
C2.2	TRACK DETAILS

2021-09-27 CSX PLAN SET

SCL023396007
9.27.2021
MP SX 874

PREPARED BY
Kimley >> Horn

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189 S. Orange Avenue, Suite 1000, Orlando, FL 32801
Phone: (407) 898-1511
WWW.KIMLEY-HORN.COM CA 00000696



JUAN P. RODRIGUEZ, P.E.
FL P.E. NO. 89082

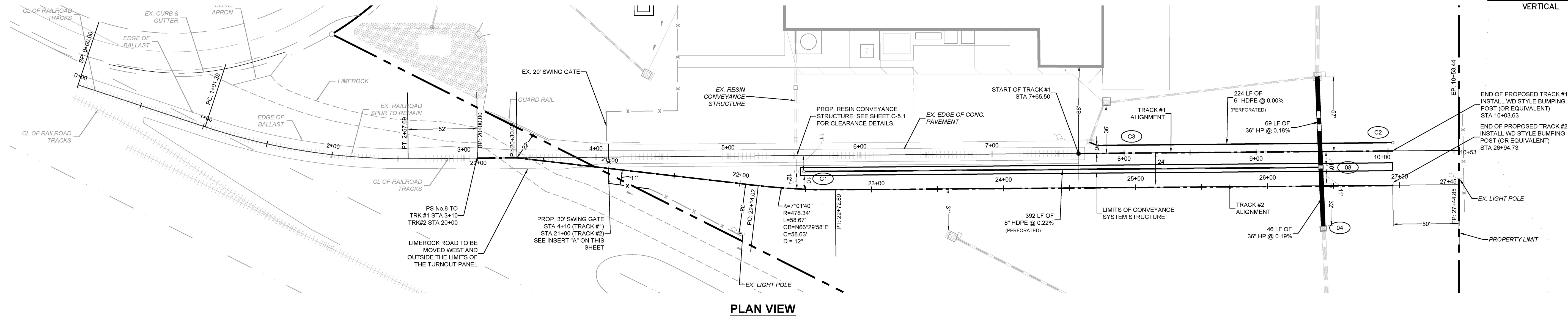
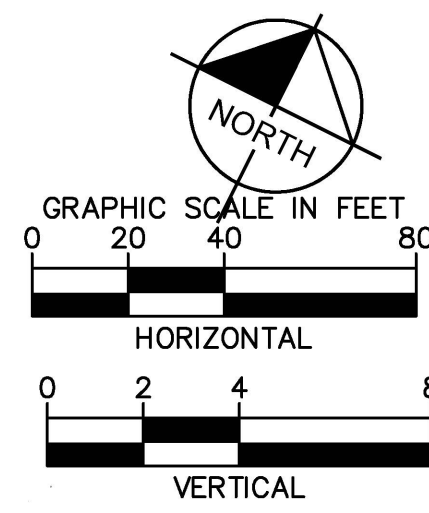
Always call 811 two full business days before you dig to have underground utilities located and marked.

NO.	REVISIONS:	DATE	BY

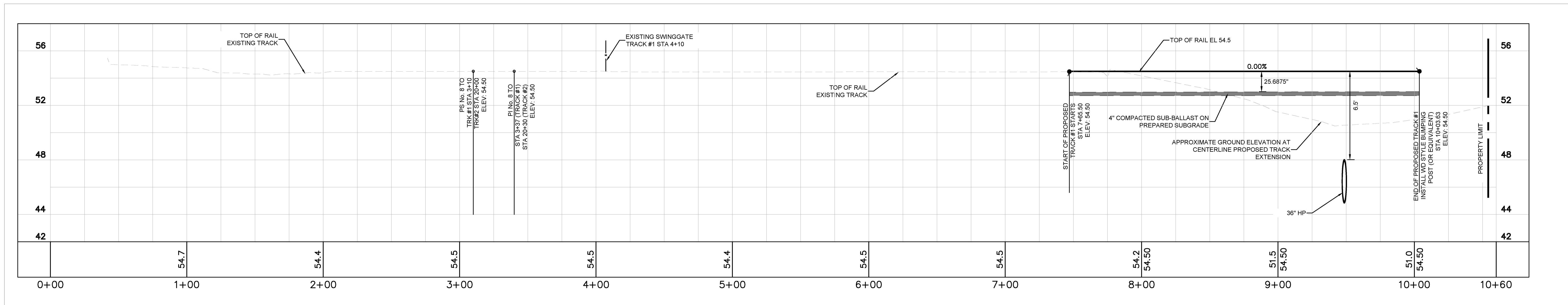
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NOTES

- FOR TYPICAL SECTIONS AND DRAINAGE DESIGNS AT LOCATIONS NEAR TURNOUTS, REFER TO STANDARD DRAWINGS 2603 IN CSX'S STANDARD SPECIFICATIONS FOR PRIVATE SIDETRACKS.
- THE SITE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PROPOSED SITE GRADING UP TO AND INCLUDING THE PROPOSED SUBBALLAST. ALL PROPOSED TRACK MATERIAL ABOVE THE SUBBALLAST ELEVATION SHALL BE CONSTRUCTED AND INSTALLED BY TRACK CONTRACTOR.

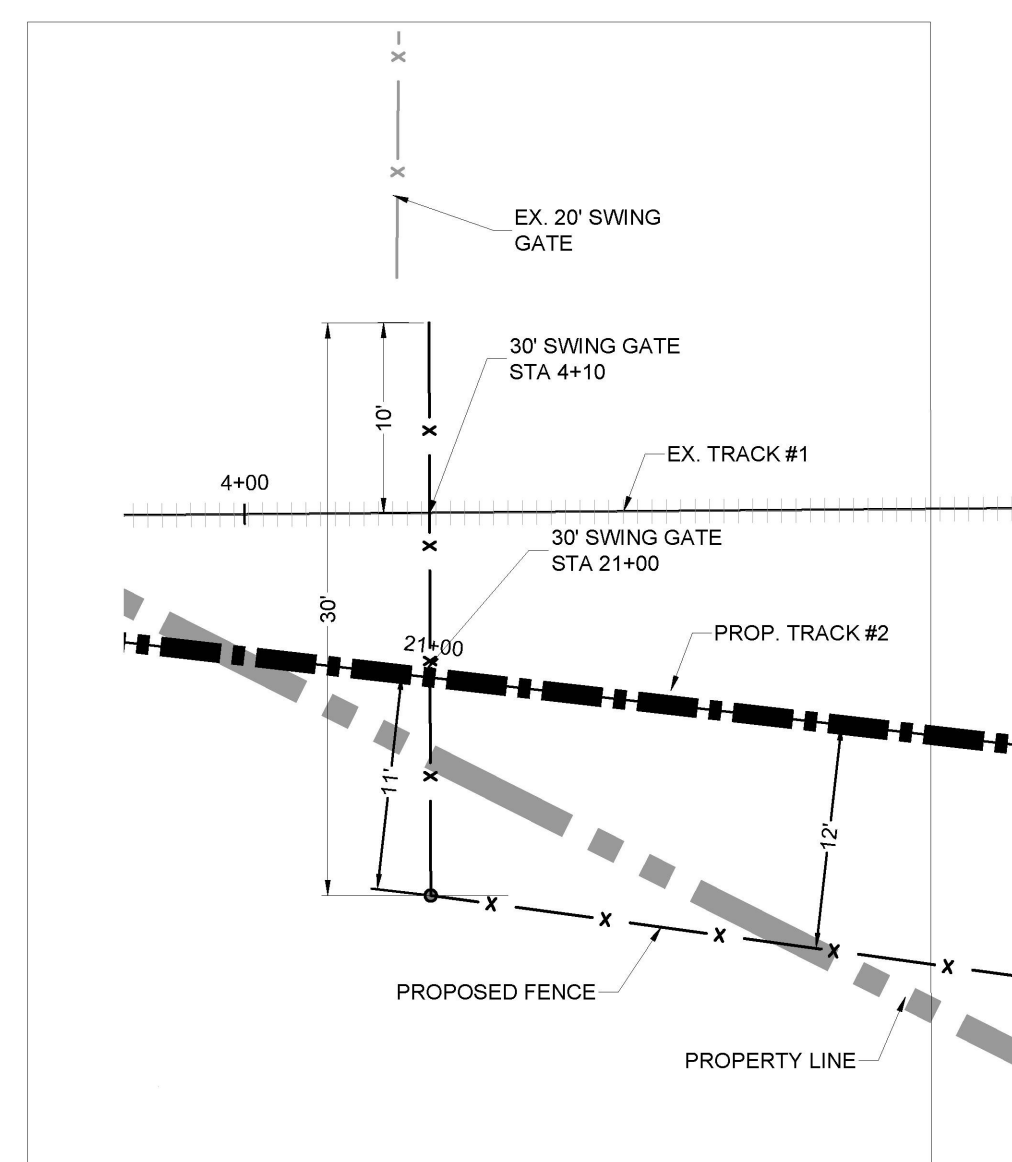


PLAN VIEW

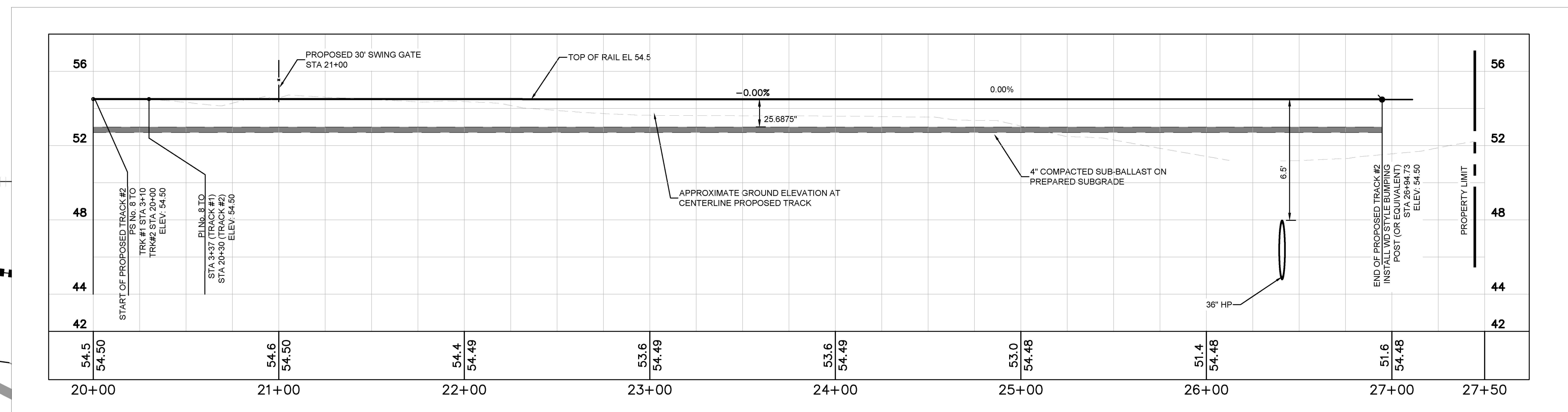


TRACK #1 EXTENSION VERTICAL ALIGNMENT PROFILE

STORM STRUCTURE TABLE	
STRUCTURE NAME:	DETAILS:
C3	CLEAN OUT TOP: 54.50 NE. INV IN: 52.50 (6" HDPE) W. INV OUT: 52.50 (6" HDPE)
C2	CLEAN OUT TOP: 54.50 SW. INV OUT: 52.50 (6" HDPE)
C1	CLEAN OUT TOP: 54.00 NE. INV IN: 50.55 (8" HDPE)
04	TYPE "T" INLET TOP: 52.15 NW. INV IN: 44.82 (36" HP)
08	YARD DRAIN TOP: 53.80 NW. INV IN: 44.91 (36" HP) SW. INV IN: 49.67 (8" HDPE) SE. INV OUT: 44.91 (36" HP)



INSERT "A"



TRACK #2 VERTICAL ALIGNMENT PROFILE

Always call 811 two full business days before you dig to have underground utilities located and marked.



ADVANCED DRAINAGE SYSTEMS MANUFACTURING PLANT

HIGHLANDS COUNTY FLORIDA

KIMLEY-HORN

PROFESSIONAL ENGINEER

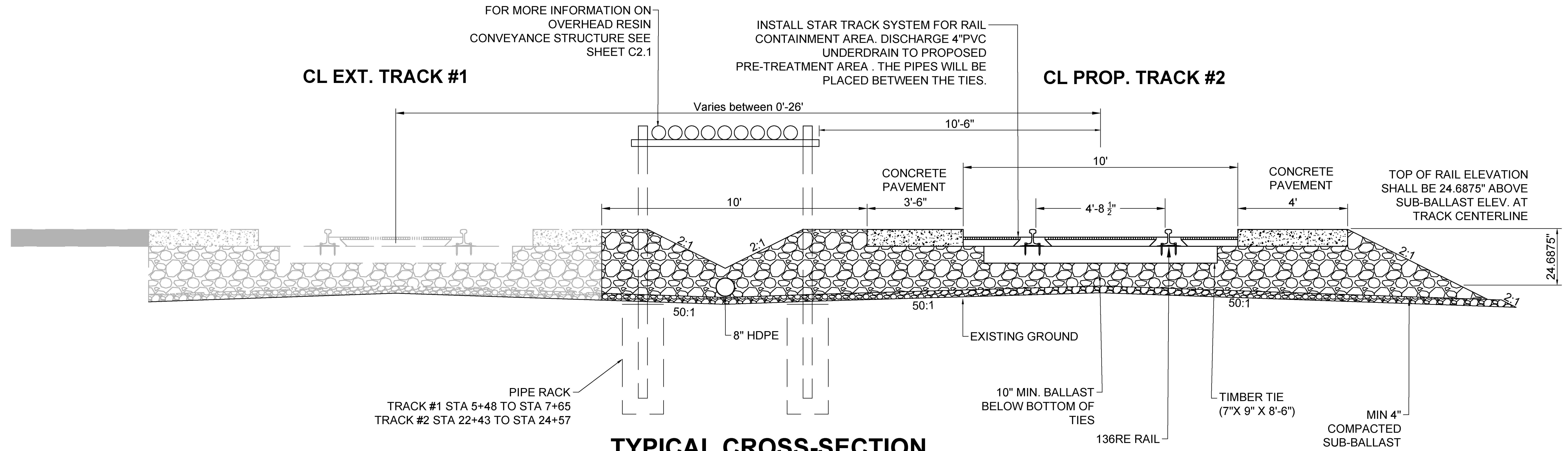
PROJECT: 049516002
 DATE: SEPTEMBER 27, 2021
 SCALE: AS SHOWN
 DESIGNED BY: JIPR
 DRAWN BY: JIPR
 CHECKED BY: MSC

NO. _____
 REVISIONS _____
 DATE _____

SHEET NUMBER
C4.1

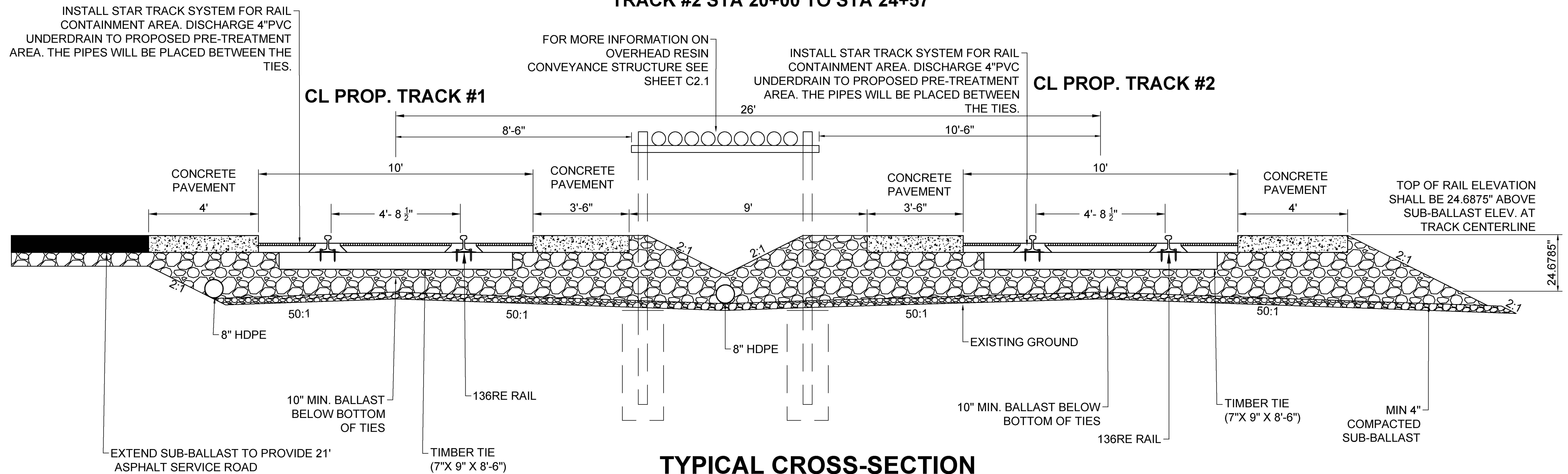
TRACK PLAN AND PROFILE

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TYPICAL CROSS-SECTION

N.T.S.
TRACK #1 STA 3+10 TO STA 7+65
TRACK #2 STA 20+00 TO STA 24+57



TYPICAL CROSS-SECTION

N.T.S.
TRACK #1 STA 7+65 TO STA 10+03.63 (END OF TRACK)
TRACK #2 STA 24+57 TO STA 26+94.85 (END OF TRACK)

No.	REVISIONS	DATE	BY

Kimley-Horn
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 189 S. ORANGE AVENUE, SUITE 1000, ORLANDO, FL 32801
 PHONE: (407) 898-1511
 WWW.KIMLEY-HORN.COM



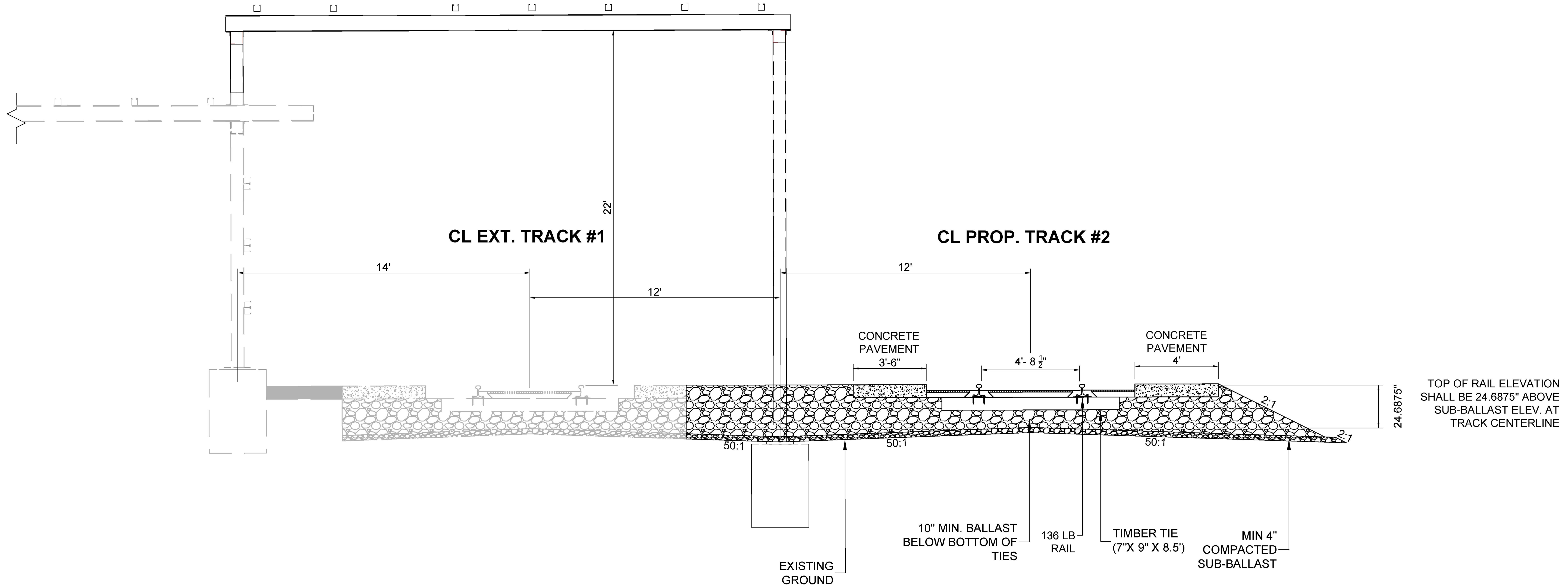
KHA PROJECT	DATE	SCALE	DESIGNED BY	DRAWN BY	CHECKED BY
049516002	SEPTEMBER 27, 2021	AS SHOWN	JIPR	JIPR	MSC

TYPICAL SECTION
1 OF 2

ADVANCED DRAINAGE
 SYSTEMS MANUFACTURING
 PLANT
 HIGHLANDS COUNTY
 FLORIDA

SHEET NUMBER
C2.0

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**RESIN CONVEYANCE
STRUCTURE CLEARANCES**

N.T.S

**TRACK #1 STA 5+52
TRACK #2 STA 22+43**

Kimley >>> Horn
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189 S. ORANGE AVENUE, SUITE 1000, ORLANDO, FL 32801
PHONE: (407) 898-1511
WWW.KIMLEY-HORN.COM



KHA PROJECT: 049516002
DATE: SEPTEMBER 27, 2021
SCALE: AS SHOWN
DESIGNED BY: JIPR
DRAWN BY: JIPR
CHECKED BY: MSC
DATE: SEPTEMBER 27, 2021

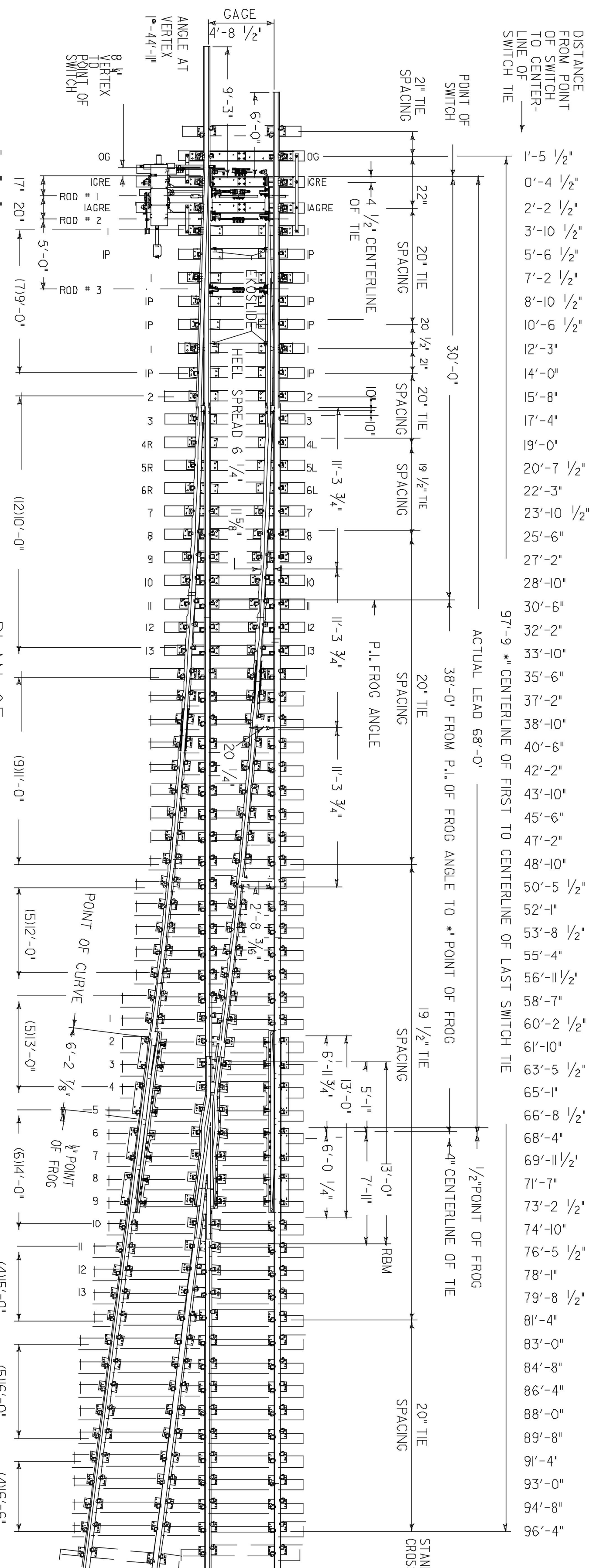
**TYPICAL SECTION
2 OF 2**

ADVANCED DRAINAGE
SYSTEMS MANUFACTURING
PLANT

HIGHLANDS COUNTY FLORIDA

SHEET NUMBER
C2.1

No.	REVISIONS	DATE	BY



RIGHT HAND TURNOUT
SWITCH PLATE AND TIE LAYOUT ARRANGED FOR POWER THROW MECHANISM PER SIGNAL SECTION DRAWING NO. SD-613

BILL OF SWITCH TIES

LENGTH	TURNOUT	CROSSOVER
9'-0"	14'-0"	15'-0"
10'-0"	12	24
11'-0"	9	18
12'-0"	5	10
12'-0" (DUP)	2	4
13'-0"	5	10
14'-0"	6	12
15'-0"	4	8
16'-0"	5	0
16'-6"	4	0
23'-0"	0	8
TOTAL NO.	60	108
BOARD MEAS.	3825.3	6894.5
		7204.3

ALL SWITCH TIES ARE 7X 9"
* ADJUST THE NUMBER OF 12'-0" DAPPEL TIES IF LAYOUT REQUIRES THE USE OF 15'-0", 14'-0", OR 16'-0" HEAD BLOCK TIES.

TURNOUT DATA

NUMBER	DESCRIPTION	CLASS	ITEM	DESCRIPTION
1	NO. 8 RAILBOUND MANGANESE STEEL FROG, COMPLETE, PER DRAWING 2420 BOUNDED FOR SIGNALS.	000	6650240	TURNOUT PANELLED RH ISSUE NO. 8 W/ R/WB FROG HAND OPERATED W/PANDROL STEEL PLATES AND FASTENERS CSX DWG 2220 & 2221/TURNOUT INSULATED JOINTS
2	GUARD RAILS, COMPLETE, WITH A 7'-0" MINIMUM STRAIGHT GUARDING FACE FOR USE WITH R/WB FROGS.	000	6650055	TURNOUT, PANELLED RH, ISSUE NO. 8 W/ R/WB FROG MACHINE OPERATED W/PANDROL STEEL PLATES & FASTENERS CSX DWG 2220 & 2221/INSULATED JOINTS INCLUDED
1	STRAIGHT GUARDING FACE FOR USE WITH R/WB FROGS.	000	6650100	TURNOUT, PANELLED RH, ISSUE NO. 8 W/ R/WB FROG HAND OPERATED PER CSX DWG 2203 & 2201
1	STRAIGHT STOCK RAIL PER DRAWING 2307.	000	6650105	INSULATED JOINTS NOT INCLUDED WITH TURNOUT
1	99'-0" BENT STOCK RAIL PER DRAWING 2307.	000	6650110	INSULATED JOINT INCL. IN TURNOUT
1	FEET OF PREMIUM RAIL	000	6650115	TURNOUT PANELLED LH ISSUE NO. 8 W/ R/WB FROG HAND OPERATED W/PANDROL STEEL PLATES AND FASTENERS CSX DWG 2220 & 2221/TURNOUT INSULATED JOINTS
1	16'-6" STRAIGHT SPLIT SWITCH, COMPLETE, WITH UNIFORM RISERS, PER DRAWINGS 2307, 2317, 2325, 2326, 2333, 2336, & 2337.	000	6650120	TURNOUT PANELLED LH ISSUE NO. 8 W/ R/WB FROG HAND OPERATED PER CSX DWG 2203 & 2301
12	PANDROL TIE PLATES	000	6650125	TURNOUT TIE PLATES NOT INCLUDED WITH TURNOUT
1	KEG TRACK SPIKES, 100 POUND	000	6650130	TURNOUT TIE PLATES NOT INCLUDED WITH TURNOUT
10	INSULATED JOINTS, COMPLETE IF REQUIRED	000	6650135	TURNOUT PANELLED LH ISSUE NO. 8 W/ R/WB FROG HAND OPERATED W/PANDROL STEEL PLATES AND FASTENERS CSX DWG 2220 & 2221/TURNOUT INSULATED JOINTS
2	ANCHORS IF PANDROL PLATES NOT USED	000	6650140	TURNOUT PANELLED LH ISSUE NO. 8 W/ R/WB FROG HAND OPERATED W/PANDROL STEEL PLATES AND FASTENERS CSX DWG 2220 & 2221/TURNOUT INSULATED JOINTS
356	PANDROL CLIPS	000	6650145	TURNOUT PANELLED LH ISSUE NO. 8 W/ R/WB FROG HAND OPERATED W/PANDROL STEEL PLATES AND FASTENERS CSX DWG 2220 & 2221/TURNOUT INSULATED JOINTS
740	1/2" SCREW SPIKES OR 7/8" EVERCRIP SPIKES	000	6650150	TURNOUT PANELLED LH ISSUE NO. 8 W/ R/WB FROG HAND OPERATED W/PANDROL STEEL PLATES AND FASTENERS CSX DWG 2220 & 2221/TURNOUT INSULATED JOINTS

ORDERING INFORMATION

NUMBER 8 TURNOUT AND CROSSOVER
RAILBOUND MANGANESE FROG
FOR 136# RAIL

APPROVED - DIRECTOR
ENGINEERING STANDARDS

APPROVED - ASSISTANT VICE
PRESIDENT ENGINEERING

ISSUED: APRIL 17, 2001
REVISED: DECEMBER 23, 2011

Executive Director's REPORT



**Happy
Halloween!**

INSIDE

- Sebring International Raceway
- Job Opportunities at Sebring Airport
- Grant Awarded To SRA
- UTT comes to Sebring Airport
- CTRAX for SRA





Reporting from Wayne Estes, President

The SRO World Challenge event in early October – a race moved to Sebring because of COVID – proved to be a remarkable success for Sebring and the SRO group.

SRO will return for the next two years with Sebring officially on the calendar, enabling much more promotion in 2022 and beyond.

The Gate 4 ticket office has been moved, a new ticket system has been launched, a new Registration office is being set up in the former Operations location, and fences soon will be moved to prepare for major logistics changes for the Mobil 1 Twelve Hours of Sebring.

Sebring's staff took this initiative anticipating large increases in crowds as both IMSA and the WEC will introduce new prototypes by numerous manufacturers in 2023.

The November 19 Creventics 24 hour race will provide the Sebring team an opportunity to try out the new technology that will be fully functional in 2022.

Prior to Thanksgiving, Sebring will host two 24 hour races, one a private club event, the other a major event presented by a Dutch group that will be a ticketed event.

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Become A Line Service Technician At Sebring Airport



The airport has a fun position available as a Line Service Technician. The job pays \$15 per hour and includes paid time off and medical insurance. Email Scott@sebring-airport.com with your name, phone number and resumé.

SEBRING AIRPORT RECEIVES A GRANT

A big Thanks to Colleen Plonsky...

Sebring was awarded a five-year contract with military at the AVPBR. This achievement required a great deal of hard work to accomplish.

Stated Colleen Plonsky, "Through the collaborative efforts of Jason Ali, FBO Manager, and Mike Miller, World Fuel Services, Inc. I was able to

compile the Offer Submission Package and submit to DLA Energy in April 2021. After months of waiting and multiple follow-up communications with DLA Energy, I am pleased to announce that Sebring Airport Authority has been awarded the contract for Into-Plane Services October 1, 2021 through March 31, 2025 at the Avon Park Bombing Range.



The University of Trinidad and Tobago (UTT) Reaches out to Sebring Airport for its General Aviation case study.

Airport Manager Scott Carkeet and EAAs John Rousch recently spoke about airfield markings and safety to UTT students in the Certificate in Aviation Technology Program.

How it all came about.

Professor Trevor Benjamin of The University of Trinidad and Tobago (UTT) was in search of a model General Aviation Airport to use as a case study. He reached out to Dr Donna Wilt a Professor at Florida Tech who promptly responded that he should call Sebring Regional Airport. After several conversation with Professor Benjamin, Scott, and John Rousch, it was agreed a Zoom meeting would be arranged so that Scott and John could speak to the class.



One of the most important and time-consuming job's done by SAA staff is keeping tabs on all the Certificates of Insurance (COI) required by Tenant leases, vendor job assignments, consultants and even their subconsultants. After a recommendation from our insurance provider, Beverly went to work automating this task to reduce staff time and improve the process. After a great deal of hard work, we are now using CTrax to handle this important work.

COIs premiere certificate of insurance tracking software scans, reads, captures and organizes items automatically.

Explained Beverly Glarner. "Their certificate of insurance tracking software saves us a huge amount of time and workforce hours of manual entry."



Exclaimed Mike Willingham, "Thanks to Bev for going above and beyond!"

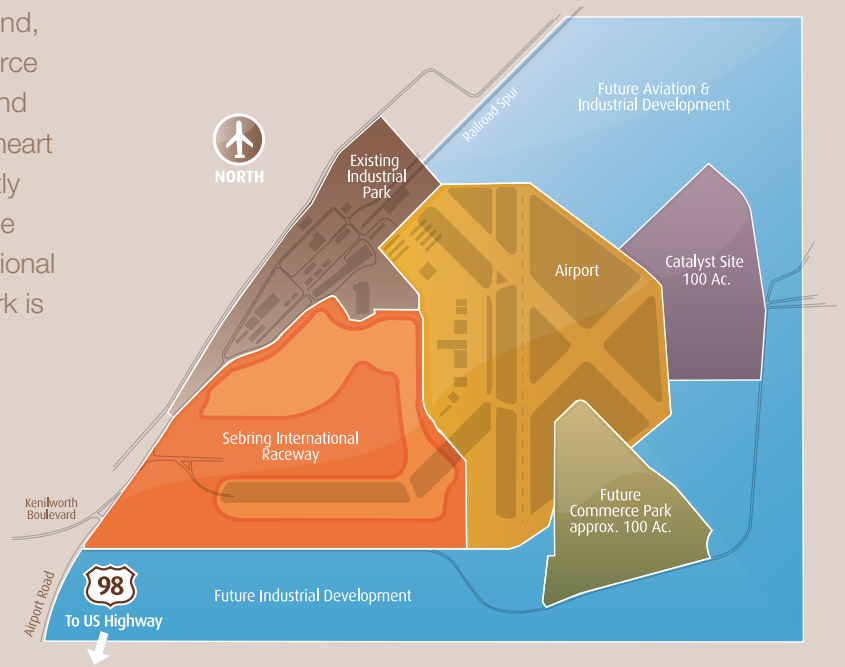


Sebring Regional Airport
 128 Authority Lane
 Sebring, Florida 33870
www.sebring-airport.com
 863.655.6444

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

AT A GLANCE

Transportation Access

- **Major Highways:** Nearby Highways 27, 70 & 98 link to Florida’s Turnpike and major interstates: I-4, I-95 & I-75.
- **Air:** Sebring Regional serves corporate aircraft and air freight.

Infrastructure

- **Electrical service:** Progress Energy
- **Water & Sewer:** City of Sebring Utilities
- **Natural Gas:** Sebring Gas

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

LAST NAME—FIRST NAME—MIDDLE NAME <i>Johnson D Craig</i>	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE <i>SAA CRA</i>
MAILING ADDRESS <i>1100 NANCEVILLE AVE</i>	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:
CITY <i>Sebring FL 33870</i>	<input type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input checked="" type="checkbox"/> OTHER LOCAL AGENCY
COUNTY <i>Highlands</i>	NAME OF POLITICAL SUBDIVISION: <i>SAA CRA</i>
DATE ON WHICH VOTE OCCURRED	MY POSITION IS: <input type="checkbox"/> ELECTIVE <input checked="" type="checkbox"/> 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 filing 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 orally 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 minutes of the meeting, 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.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Craig Johnson, hereby disclose that on 10-21- 20 21 :

(a) A measure came or will come before my agency which (check one)

- Inured to my special private gain or loss;
- 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 subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

Invoices to be paid

Date Filed 10-21-21

Signature 

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.