

**Sebring Airport Authority
Board Meeting Agenda
March 17, 2022**

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>
04/21/2022	1:00pm	SAA/CRA Board Meeting	Hendricks Field Center

2. CONSENT AGENDA

- a) Approve February 2022 Minutes
- b) Approve February 2022 Invoices

3. MISCELLANEOUS

Julie Fowler presentation 2020-2021 Audited SAA Financial Report

4. ACTION ITEMS

- a) Turf Care Supply, LLC – Landlord Acknowledgement and Agreement
- b) TB #22-01 Bldg 22 Reroof – Award and Contract
- c) TB #22-04 Janitorial Services – Award and Contract
- d) Interlocal Agreement – Bldg 22 Reroof
- e) Civil Serv Design Group Inc. – Addendum 1 to Contract – Webster Turn Project
- f) Resolution 22-02 Approving Budget Amendment S22-02

CONTINGENT ACTION ITEMS

5. EXECUTIVE DIRECTOR MONTHLY SUMMARY

6. BOARD OF DIRECTORS' BUSINESS

Board Nominations: Johnson, McDevitt and Valentine

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 they come in after the agenda deadline.

**SEBRING AIRPORT AUTHORITY
BOARD MEETING
February 17, 2022**

The Sebring Airport Authority Board of Directors held a scheduled Board Meeting on February 17, 2022 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
Carl Cool	-	Vice Chairman
Mark Andrews	-	Secretary
Stanley Wells	-	Board Member
Sid Valentine	-	Board Member
Terrill Morris	-	Board Member

Also

Mike Willingham	-	Executive Director
Beverly Glarner	-	Executive Assistant
Colleen Plonsky	-	Director of Finance
Bob Swaine	-	Swaine and Harris
Kathy Rapp	-	HCBOCC Liaison
Craig Sucich	-	Avcon, Inc.
Kevin McCauley	-	Atkins North America
Eric Menger	-	Hanson, Inc.

1. OPENING ITEMS

- A. Meeting was called to order at 1:00 p.m.
- B. The Invocation and Pledge were led by Bob Swaine.
- C. **Roll Call**
Mark Andrews, Pete McDevitt, Carl Cool, Terrill Morris, Sid Valentine and Stanley Wells were present for the meeting. Craig Johnson was absent.
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 Carl Cool to approve the Consent Agenda with a second by Sid Valentine. The motion was passed with aye votes by Cool, Morris, Wells, McDevitt, Valentine and Andrews.

4. ACTION ITEMS

A. ADS Lease 8th Amendment – Outdoor Storage

This item was presented by Kevin McCauley. There was a motion by Mark Andrews to approve the item with a second by Stanley Wells. The motion was passed with aye votes by Cool, Morris, Wells, McDevitt, Valentin, and Andrews.

B. Interlocal Agreement – Terminal HVAC Relocation

This item was presented by Mike Willingham. There was a motion by Terrill Morris to approve the item with a second by Sid Valentine. The motion was passed with aye votes by Cool, Morris, Wells, McDevitt, Valentine, and Andrews.

5. DIRECTOR REPORT

Executive Director Mike Willingham gave his report. Jason Ali gave his report on Fuel Sales and activities at the Range

6. BOARD OF DIRECTOR'S BUSINESS

7. CONCERNS OF THE PUBLIC

8. ADJOURNMENT

Chairman adjourned meeting at 1:14pm.



Mike Willingham, Executive Director

3-17-22

Approved by Board

Invoices Paid In February 2022 Presented In March 2022 Board Meeting

DATE	SAA/FBO - PAID INVOICES	AMOUNT	DESCRIPTION
02/01/22	Aaron's Carts Plus Inc.	\$1,050.40	FBO: Repairs to FBO Lineman Golf Cart (Rear Bushings, HD Springs, Headlights, Tune Up, Drive Belt, Used Tire, Oil, Labor)
02/01/22	Aaron's Carts Plus Inc.	\$115.45	FBO: Repair to Golf Cart - Voltage Regulator & Labor
02/01/22	Cintas	\$756.35	SAA/FBO: Bi-Weekly Service, Scraper Mats, Logo Mats; FBO Red Mats; FBO Uniforms for Employees
02/01/22	Heacock Insurance Group, Inc.	\$2,267.76	SAA: Pollution Liability Renewal Policy #007509598
02/01/22	Leaf Capital Funding, LLC	\$489.67	SAA/FBO: Lease of Copy Machines
02/01/22	TechHouse: Integrated	\$825.95	SAA/FBO: Feb 2022 Recurring Monthly Software Fees
02/01/22	TechHouse: Integrated	\$272.50	SAA: General IT Support; Issues with Viewing Full Browser Screen, Soc1 & Soc2 Reports, DMARC Record Setup, Internet Out at Sebring Airport- Troubleshoot with Staff
02/07/22	Ascent - World Fuel	\$32,155.98	FBO: 100LL Av Gas at Sebring
02/08/22	Advanced Roofing, Inc.	\$3,500.00	SAA: Terminal Bldg. Annual Roof Inspection Per Contract
02/08/22	Colt's Pressure Cleaning & Painting Inc.	\$1,440.00	SAA: Pressure Washing of the Terminal Building
02/08/22	Copy Life Inc.	\$136.41	SAA/FBO: January 2022 Copies
02/08/22	Daniels Cleaning and Maintenance, Inc.	\$3,550.00	SAA/FBO: January 2022 Cleaning in Terminal Building
02/08/22	Paul C Valladares Jr dba Paul's Plantscapes	\$270.00	SAA/FBO: February 2022 Plant Service
02/08/22	Rapid Systems	\$495.00	SAA/FBO: Monthly Internet Service
02/08/22	Rapid Systems	\$84.99	SAA: Feb 2022 Internet Service - Executive Assistant Home Office
02/08/22	Ascent - World Fuel	\$24,525.81	FBO: Jet-A Fuel at Sebring
02/15/22	Cintas	\$109.00	SAA/FBO: Monthly Agreement for AED System
02/15/22	Edwards Mediation & General Counsel Services, PLLC	\$1,485.00	CRA: January 2022 Legal Services for CRA
02/15/22	Highlands County Board of County Commissioners	\$128.22	SAA: New Signs for Airport
02/15/22	The News Sun	\$709.50	SAA: Advertisement - Request for Proposals ITB #22-01 Building 22 Reroof
02/15/22	The News Sun	\$542.50	SAA: Advertisement - Request for Proposals ITB #22-04 Janitorial Services
02/15/22	The News Sun	\$672.00	SAA: Advertisement - Request for Proposals ITB #22-05 SEF Perimeter Canal Maintenance Clearing Project
02/15/22	The News Sun	\$727.00	SAA: Advertisement - Request for Proposals ITB #22-03 Haywood Taylor Rehabilitation
02/18/22	Ascent - World Fuel	\$25,314.75	FBO: Jet-A Fuel at Sebring
02/22/22	Sebring Airport Authority	\$19,740.33	FBO: January 2022 Expenses Due February 2022
02/22/22	Big Messages LLC	\$159.60	SAA: After Hours Telephone Answering Service
02/22/22	Bugs Bee-Ware Exterminating, Inc.	\$920.00	SAA: Bi-Monthly Lawn Care 02.10.22
02/22/22	C & C Plumbing, Inc.	\$201.00	SAA: Service Call; Repair Toilet Valve in Terminal Building Restroom
02/22/22	Coastal MRO	\$47.00	FBO: Pre-Employment Screening - Smith

TOTAL PAID INVOICES: \$122,692.17

Febraury 2022 P-Cards

Purchase Date	Vendor Name	Amount	Description
2/3/2022	SHELL OIL 57542517701	\$59.00	SAA: Fuel for Airport Vehicle
2/3/2022	SHELL OIL 57542517701	\$80.00	SAA: Fuel for Maintenance Truck
2/3/2022	American Helicopter Society	\$475.00	SAA: Executive Director Registration Fee for Vertical Flight Society Conference
2/4/2022	APEX OFFICE PRODUCTS INC	\$112.47	SAA: Copy Paper, File Folders, Date Stamp
2/4/2022	ACCESSIBE LTD	\$980.00	SAA: Annual Fee - Website to ADA Compliant
2/5/2022	GATE 1204 Q80	\$81.66	SAA: Executive Director Vehicle - Fuel
2/7/2022	DISH NETWORK-ONE TIME	\$121.91	FBO: Monthly Satellite Service for Pilot's Lounge - Feb 2022
2/7/2022	INTERNATIONAL TRANSACTION	\$9.80	SAA: Transaction Fee - Website to ADA Compliant
2/7/2022	WCI SEBRING HAULING	\$484.10	SAA/FBO: Monthly Waste Collection - Feb 2022
2/7/2022	IN EBRIDGE, INC	\$175.00	SAA: Monthly Fee for Record Retention
2/7/2022	SWK TECHNOLOGIES INC	\$326.48	SAA: Monthly Fee for Mas90 Online Services - Feb 2022
2/8/2022	SHELL OIL 57542517701	\$65.00	FBO: Fuel for Courtesy Chevy Tahoe
2/8/2022	WM SUPERCENTER #666	\$5.88	FBO/SAA: Water Bottles Purchased for FBO Customers
2/8/2022	WM SUPERCENTER #666	\$29.40	FBO/SAA: Water Bottles Purchased for FBO Customers
2/8/2022	STAX ACE PACK & SH	\$24.58	FBO: Shipment of Two Jet-A Hydrometers for Yearly Calibration Certification
2/9/2022	GTA - GA FELONY RECORD	\$15.00	FBO: Employment Background Check
2/9/2022	WWW.SENTRYLINK.COM	\$19.95	FBO: Employment Background Check
2/10/2022	GATE 1204 Q80	\$50.00	FBO: Fuel for Courtesy Lincoln Town Car
2/10/2022	RACEWAY 994 53609947	\$90.00	SAA: Fuel for Maintenance Truck
2/10/2022	Amazon.com TA1JA6R43	\$90.09	SAA: Controllers for Gate 9
2/10/2022	Worth Door Company	\$420.55	SAA: Gate 9 Controller Remotes
2/10/2022	ADOBE ACROPRO SUBS	\$152.91	SAA: Monthly Subscriptions
2/12/2022	TRTAX&ACTGPROFESSIONAL	\$276.00	SAA: Monthly Subscription Fixed Asset Software
2/15/2022	VERIZONWRLSS RTCCR VB	\$1,290.79	SAA/FBO: Monthly Mobile Service January 2022
2/15/2022	NAPA AUTO PARTS 161	\$155.97	SAA: Replacement Battery for Maintenance Truck
2/15/2022	ALLEN ENTERPRISES INC	\$776.76	SAA: Runway Lighting
2/15/2022	AMZN Mktp US 4V9D93ZF3	\$99.96	SAA: Laser Mouse Director of Finance
2/16/2022	AIRBNB HMCCSTXMNM	(\$187.18)	SAA: Housing for Life Safety Inspector - Sebring March Races (Refund)
2/16/2022	RUNWAY CAFE	\$10.59	SAA:Coffee Executive Director and Guest
2/16/2022	REPUBLIC SERVICES TRASH	\$308.16	SAA/FBO: Monthly Recycling Service - Dumpster Pick-up
2/17/2022	SHELL OIL 57542517701	\$78.00	SAA: Fuel for Maintenance Truck

Febraury 2022 P-Cards

Purchase Date	Vendor Name	Amount	Description
2/17/2022	APEX OFFICE PRODUCTS INC	\$144.36	SAA: File Folders, Steno Books, Expanding Pocket File, Heavy Duty Stapler
2/18/2022	OFFICE DEPOT #2362	\$102.48	SAA: Ink Cartridges for Home Office Printer use
2/19/2022	EXXONMOBIL 98809494	\$40.82	FBO: Fuel for Courtesy Lincoln Town Car
2/19/2022	GG III SAVE A LOT #	\$41.86	FBO: Water Bottles Purchased for FBO Customers and Staff
2/19/2022	NAPA AUTO PARTS 161	(\$18.00)	FBO: Core Credit For Replacement Battery
2/19/2022	SHELL OIL 57542517701	\$81.05	FBO: Fuel for Courtesy Chevy Tahoe
2/21/2022	ENGINEERED SPECIALTY PRD	\$81.95	FBO: Certified Nozzle Pressure Gauge Purchased and Certified to Satisfy Avon Park Air Force Range Contract
2/22/2022	WING AERO PRODUCTS	\$61.45	FBO: Products for Resale to FBO Customers
2/22/2022	WING AERO PRODUCTS	\$68.89	FBO: Products for Resale to FBO Customers
2/22/2022	SHELL OIL 57542517701	\$74.00	SAA: Fuel for Maintenance Truck
2/22/2022	LED LIGHT EXPERT	\$378.15	SAA: LED Lights for T Hangars
2/22/2022	LOOPNET INC	\$118.50	SAA: Online SAA Realty Listing Company
2/23/2022	AMZN Mktp US 1I1FK3JD0	\$11.99	SAA: iPhone Computer Charging Connectors
2/24/2022	APEX OFFICE PRODUCTS INC	\$212.63	SAA: Date Stamp for Accounting Department, Ink Cartridges, Highlighters, Heavy Duty Stapler for Accounting Department
2/26/2022	Worth Door Company	(\$420.55)	SAA: Gate 9 Controller Remotes (Refund)
2/27/2022	AMZN MKTP US 1W5H56C01 AM	\$136.97	SAA: Wireless Keyboard, HDMI Cable 2 Pack, USB 3.0 Cable
2/28/2022	NIS SUPPLY	\$149.90	FBO: Ten Rain Ponchos for FBO Staff Use
2/28/2022	AMZN Mktp US	(\$76.36)	SAA: Three Remote Controllers for Gate (Refund)
3/1/2022	Amazon.com 1W30W3EV1	\$9.99	SAA: USB for Bluetooth Capabilities for Desktop
3/2/2022	AMZN Mktp US 1W1637VK1	\$14.99	SAA: Forks for Employee Kitchen
3/2/2022	RACEWAY 994 53609947	\$77.00	SAA: Fuel for Maintenance Truck
3/2/2022	AMZN Mktp US 1W4AT6X21	\$129.99	SAA: T Hangar Lights
3/3/2022	IN ICL CALIBRATION LABOR	\$676.19	FBO: Two Jet-A Hydrometers Recertified to Comply with DLA Military Fuel Contract
3/3/2022	RUNWAY CAFE	\$67.19	SAA: Turf Care Manager & Staff Lunch - Smoak Foundation
3/4/2022	Worth Door Company	\$670.80	SAA: Key Fobs for Gate 9

Total Due: \$9,514.07

Accounts Payable Aged Invoice Report
Open Invoices - Aged by Invoice Date - As of 3/10/2022
Sebring Airport Authority (SAA)

Invoice Number	Invoice Date	Due Date	Invoice Balance	Current	30 Days	60 Days	90 Days	120 Days	
A&LLOCK Craig D Curtis									
008756	2/28/2022	3/30/2022	435.00	435.00	0.00	0.00	0.00	0.00	SAA: Re-keyed Exterior & 14 Interior Doors
Vendor A&LLOCK Totals:			435.00	435.00	0.00	0.00	0.00	0.00	
ALLIED Universal Protection Service, LLC									
12450847 FEB 2022	2/28/2022	3/30/2022	11,740.33	11,740.33	0.00	0.00	0.00	0.00	SAA: Feb 2022 Security Service
Vendor ALLIED Totals:			11,740.33	11,740.33	0.00	0.00	0.00	0.00	
ARI American Railroad Industries									
PAY APP 9 PHASE 2	3/7/2022	3/22/2022	128,509.20	128,509.20	0.00	0.00	0.00	0.00	SAA: CIP-Rehab Railroad Construction Pay App 8 Phase 2 - Grant Reimbursed
Vendor ARI Totals:			128,509.20	128,509.20	0.00	0.00	0.00	0.00	
ATKINS Atkins North America, Inc.									
1967441 HT	2/28/2022	3/30/2022	1,540.00	1,540.00	0.00	0.00	0.00	0.00	SAA/CRA: Feb 2022 Haywood Taylor Roadway Rehabilitation
1967441OC	2/28/2022	3/30/2022	10,595.00	10,595.00	0.00	0.00	0.00	0.00	SAA: Feb 2022 General On-Call Services
1967441SF	2/28/2022	3/30/2022	3,180.00	3,180.00	0.00	0.00	0.00	0.00	SAA: Feb 2022 Star Farms - Grant Reimbursed
Vendor ATKINS Totals:			15,315.00	15,315.00	0.00	0.00	0.00	0.00	
AVCON Avcon, Inc.									
121854 RAIL	2/28/2022	3/30/2022	5,248.17	5,248.17	0.00	0.00	0.00	0.00	SAA: Feb 2022 SEF CSX Rail Spur Phase 2 - Grant Reimbursed
121855 TAXIWAY	2/28/2022	3/30/2022	13,178.87	13,178.87	0.00	0.00	0.00	0.00	SAA: Feb 2022 - Taxiway A4 Realignment Design - Grant Reimbursement
121856 OC	2/28/2022	3/30/2022	6,572.50	6,572.50	0.00	0.00	0.00	0.00	SAA: Feb 2022 General On-Call Services
Vendor AVCON Totals:			24,999.54	24,999.54	0.00	0.00	0.00	0.00	

Accounts Payable Aged Invoice Report
 Open Invoices - Aged by Invoice Date - As of 3/10/2022
 Sebring Airport Authority (SAA)

Invoice Number	Invoice Date	Due Date	Invoice Balance	Current	30 Days	60 Days	90 Days	120 Days	
BECKER Becker & Poliakoff, P.A.									
4255921	2/28/2022	3/30/2022	6.53	6.53	0.00	0.00	0.00	0.00	SAA: Feb 2022 Construction Claims with Frasier Contracting, Inc.
4255930	2/28/2022	3/30/2022	405.00	405.00	0.00	0.00	0.00	0.00	SAA: Feb 2022 General Construction Issues
Vendor BECKER Totals:			<u>411.53</u>	<u>411.53</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
BIOTECH Bio-Tech Consulting Inc.									
166134	3/4/2022	4/3/2022	3,250.00	3,250.00	0.00	0.00	0.00	0.00	SAA: Bi-Monthly Waterway Weed Control
Vendor BIOTECH Totals:			<u>3,250.00</u>	<u>3,250.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
CINTAS Cintas									
4111499355	2/23/2022	3/25/2022	671.71	671.71	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
4112218621	3/2/2022	4/1/2022	326.11	326.11	0.00	0.00	0.00	0.00	SAA/FBO: Weekly Air Freshener Svc, Scraper Mats, Logo Mats; FBO Red mats; FBO Uniforms
4112884675	3/9/2022	4/8/2022	671.71	671.71	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
Vendor CINTAS Totals:			<u>1,669.53</u>	<u>1,669.53</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
CINTAS1 Cintas									
9167262433	3/1/2022	3/31/2022	109.00	109.00	0.00	0.00	0.00	0.00	SAA/FBO: Monthly Agreement for AED System
Vendor CINTAS1 Totals:			<u>109.00</u>	<u>109.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
CIVILSU CivilSurv Design Group, Inc.									
442-001001-04	2/28/2022	3/30/2022	5,961.78	5,961.78	0.00	0.00	0.00	0.00	SAA: Professional Services for Webster Turn Drive Resurfacing - Feb 2022
Vendor CIVILSU Totals:			<u>5,961.78</u>	<u>5,961.78</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
DIANARI Diana Ries Designs, Inc.									
13869	2/28/2022	2/28/2022	1,185.60	1,185.60	0.00	0.00	0.00	0.00	SAA/CRA/YAZ: February 2022 Website Updates
Vendor DIANARI Totals:			<u>1,185.60</u>	<u>1,185.60</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	

Accounts Payable Aged Invoice Report
Open Invoices - Aged by Invoice Date - As of 3/10/2022
Sebring Airport Authority (SAA)

Invoice Number	Invoice Date	Due Date	Invoice Balance	Current	30 Days	60 Days	90 Days	120 Days	
JACKS Jack's Lawn Service									
1817 MARCH 2022	3/1/2022	3/31/2022	8,325.00	8,325.00	0.00	0.00	0.00	0.00	SAA: March 2022 Lawn & Landscape Care
Vendor JACKS Totals:			<u>8,325.00</u>	<u>8,325.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
MARMER Marmer Construction, Inc									
16571	3/8/2022	4/7/2022	9,894.30	9,894.30	0.00	0.00	0.00	0.00	SAA: Parking Lot Improvements; Removal of Existing Parking Area & Concrete as Needed - Add Concrete Curb & Gutter & Tie into Existing
Vendor MARMER Totals:			<u>9,894.30</u>	<u>9,894.30</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
PETERS Peterson & Myers P A Corp									
217481 OC	2/28/2022	3/30/2022	395.00	395.00	0.00	0.00	0.00	0.00	SAA: Feb 2022 Legal Services - General On-Call Services
Vendor PETERS Totals:			<u>395.00</u>	<u>395.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
SHUTTS Shutts & Bowen, LLP									
1624715 SF	2/28/2022	3/30/2022	350.00	350.00	0.00	0.00	0.00	0.00	SAA: Feb 2022 Star Farms Eminent Domain - Grant Reimbursed
1624714 SF	2/28/2022	3/30/2022	652.50	652.50	0.00	0.00	0.00	0.00	SAA: Feb 2022 Star Farms - Grant Reimbursed
Vendor SHUTTS Totals:			<u>1,002.50</u>	<u>1,002.50</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
SWAINE Swaine, Harris & Wohl, P.A.									
5298 OC	2/28/2022	3/30/2022	2,489.65	2,489.65	0.00	0.00	0.00	0.00	SAA: Feb 2022 Legal Services - General On-Call Services
5299 OC	2/28/2022	3/30/2022	140.00	140.00	0.00	0.00	0.00	0.00	SAA: Feb 2022 Legal Services - Ketelaars Claim
Vendor SWAINE Totals:			<u>2,629.65</u>	<u>2,629.65</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
Report Totals:			<u><u>215,832.96</u></u>	<u><u>215,832.96</u></u>	<u><u>0.00</u></u>	<u><u>0.00</u></u>	<u><u>0.00</u></u>	<u><u>0.00</u></u>	

Accounts Payable Aged Invoice Report
 Open Invoices - Aged by Invoice Date - As of 3/10/2022
 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									
819028	2/1/2022	3/18/2022	21,102.12	0.00	21,102.12	0.00	0.00	0.00	FBO: Jet-A Fuel at APBR
819414	2/3/2022	2/3/2022	22,539.78	0.00	22,539.78	0.00	0.00	0.00	FBO: Jet-A Fuel at APBR
820793	2/16/2022	4/2/2022	27,446.98	27,446.98	0.00	0.00	0.00	0.00	FBO: Jet-A Fuel at APBR
824319	2/20/2022	3/12/2022	26,768.56	26,768.56	0.00	0.00	0.00	0.00	FBO: Jet-A Fuel at Sebring
824896	2/24/2022	3/16/2022	35,480.47	35,480.47	0.00	0.00	0.00	0.00	FBO: 100LL AvGas at Sebring
825108	2/28/2022	3/17/2022	26,312.08	26,312.08	0.00	0.00	0.00	0.00	FBO: Jet-A Fuel at Sebring
826629	3/3/2022	3/23/2022	26,252.44	26,252.44	0.00	0.00	0.00	0.00	FBO: Jet-A Fuel at Sebring
827080	3/7/2022	3/27/2022	21,350.96	21,350.96	0.00	0.00	0.00	0.00	FBO: Jet-A Fuel at Sebring
M268160	3/1/2022	3/11/2022	46.00	46.00	0.00	0.00	0.00	0.00	FBO: March 2022 VX520 Comm Fee & Warranty
S030831	3/1/2022	3/21/2022	297.50	297.50	0.00	0.00	0.00	0.00	FBO: TFBO Desktop Svc Fee for Software - March 2022
Vendor ASCENT Totals:			<u>207,596.89</u>	<u>163,954.99</u>	<u>43,641.90</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
GIBSON Gibson Aviation Services Inc.									
5363	2/28/2022	3/23/2022	547.50	547.50	0.00	0.00	0.00	0.00	FBO: Service Call on Lease Jet-A Truck; Troubleshoot Unit Won't Pump
Vendor GIBSON Totals:			<u>547.50</u>	<u>547.50</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
Report Totals:			<u><u>208,144.39</u></u>	<u><u>164,502.49</u></u>	<u><u>43,641.90</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: March 17, 2022

PRESENTER: Mike Willingham

AGENDA ITEM: Turf Care Supply Corp. Landlord Waiver – Bldgs. 51-735-907-908-916-917-918-919-Land

BACKGROUND: TurfCare is consolidating its finances and has engaged a different Lender thus requiring the new Landlord Waiver for all their leaseholds (Land, Bldgs. 51,735, 907, 908, 916, 917, 918 and 919). This request by lender is normal and customary.

Staff recommends approval.

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

BOARD ACTION:

APPROVED
 DENIED
 DEFERRED
 OTHER

LANDLORD’S ACKNOWLEDGMENT AND AGREEMENT

TURF CARE SUPPLY, LLC a Delaware limited liability company (f/k/a Turf Care Supply Corp.) (“Tenant”), is the tenant of the premises commonly known as Land #1, Buildings 51, 735, 907, 908, 916, 917, 918 and 919 at Sebring Regional Airport and Industrial Park (“Premises”), as the same is more fully described in that/those certain lease(s) (as amended, restated or replaced, “Lease”) between Tenant and the undersigned, as landlord (“Landlord”). The undersigned is the sole owner of the Premises and states that a true and complete copy of the Lease and all amendments, modifications, riders and addenda thereto are attached hereto as Exhibit A and made a part of this Landlord’s Acknowledgment.

Ally Bank, as agent for the lenders (“Lender”) and the lenders have entered into that certain Credit Agreement, dated as of February 7, 2022, with Tenant (as the same may be amended, amended and restated or otherwise modified from time to time, the “Credit Agreement”), and to secure the obligations arising under such financing transactions, Tenant has granted to Lender a security interest in and lien upon all or substantially all of their tangible and intangible property, including, without limitation, all of their cash, cash equivalents, receivables, goods, inventory, machinery, equipment, and furniture, together with all additions, substitutions, replacements and improvements, and proceeds of, the foregoing (collectively, the “Collateral”).

Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Credit Agreement.

To induce Lender to continue to provide financial accommodations to Tenant under the Credit Agreement, and for other good and valuable consideration, Landlord agrees that:

(i) Landlord will not assert any statutory, possessory or other liens, including, without limitation, rights of levy, attachment or distraint for rent against any of the Collateral, all of which Landlord hereby waives;

(ii) none of the Collateral shall be deemed to be part of the realty constituting the Premises, whether or not attached to the realty, so long as any part of the Collateral that is attached to the realty may be readily detached from the realty without damaging walls, floors, ceilings or other parts of the realty;

(iii) Landlord will notify Lender in writing if Tenant defaults on Tenant’s obligations under the Lease (a “Default Notice”), which such Default Notice shall describe the nature of such default, and shall allow Lender fifteen (15) days from its receipt of such notice in which to cure or cause Tenant to cure any such default; provided, however, that nothing contained in this Landlord’s Acknowledgment shall obligate Lender to cure any such default;

(iv) if, for any reason, Landlord either deems that Landlord is entitled to redeem or to take possession of the Premises during the term of the Lease, or if the Lease will expire by its own terms, Landlord will notify Lender fifteen (15) days before taking such action or before such expiration;

(v) prior to a termination of the Lease, Lender (or its respective representatives and invitees) may enter upon the Premises at any time without any interference by Landlord to inspect or remove any or all of the Collateral, including, without limitation, by public auction or private sale pursuant to the provisions below;

(vi) upon a termination of the Lease, Landlord will permit Lender to enter and remain on the Premises for one hundred twenty (120) days after receipt by Lender of a Default Notice or, if the Lease has expired on its own terms (absent a default thereunder), up to thirty (30) days following Lender's receipt of written notice of such expiration, provided Lender pays the rent and other charges payable under the Lease during the period it remains on the Premises and further provided that Lender assumes Tenant's responsibilities under the Lease which arise during such period of occupancy. During such period (the "Disposition Period"), (a) Lender (and its representatives and invitees) may inspect, repossess, remove and otherwise deal with the Collateral, and Lender may advertise and conduct public auctions or private sales of the Collateral at the Premises, in each case without interference by Landlord or liability of Lender to Landlord (other than as stated above), and (b) Lender shall make the Premises available for inspection by Landlord and prospective tenants and shall cooperate in Landlord's reasonable efforts to re-lease the Premises. If Lender conducts a public auction or private sale of the Collateral at the Premises, Lender shall use reasonable efforts to notify Landlord first and to hold such auction or sale in a manner which would not unduly disrupt Landlord's or any other tenant's use of the Premises. Lender shall promptly repair, at Lender's expense, any physical damage to the Premises actually caused by the conduct of such auction or sale and any removal of Collateral by or through Lender (ordinary wear and tear excluded). Lender shall not be liable for any diminution in value of the Premises caused by the absence of Collateral actually removed or by any necessity of replacing the Collateral, and Lender shall not have any duty or obligation to remove or dispose of any Collateral or any other property left on the Premises by Tenant.

(vii) Landlord confirms the following to the Lender:

(a) the Lease is valid and subsisting and has not been amended, supplemented or superseded;

(b) Landlord is not in default of performance of any covenant, obligation or condition of the Lease and, to the best of the Landlord's knowledge and belief, Tenant is not in default of performance of any covenant, obligation or condition of the Lease;

(c) the current minimum or base rent is as set out in the Lease, Tenant is current in payment of all rent, additional rent and other monies due thereunder (collectively, the "Rents") and no Rents have been prepaid;

(d) neither Landlord nor Tenant has any obligations to the other in respect of the Lease and the Premises which are not set out in the Lease;

(e) the Term of the Lease expires on August 31, 2027 with respect to Land #1, Buildings 51, 907 and 908; and

(f) the Term of the Lease expires on August 31, 2022 with respect to Building 735.

All notices hereunder shall be in writing, directed by certified mail to the respective party at the addresses set forth below:

Lender: Ally Bank
300 Park Avenue, 4th Floor
New York, New York 10022
Attention: Portfolio Manager
Fax: (212) 884-7189

With a copy to (not constituting notice):

Ally Bank
300 Park Avenue, 4th Floor
New York, New York 10022
Attention: Legal Services
Fax: (212) 884-7189
Email: Jorge.Wagner@ally.com

and

Chapman and Cutler LLP
1270 Avenue of the Americas, 30th Floor
New York, NY 10020
Attention: Anthony M. DiGiacomo, Esq.
Facsimile: (212) 655-2531

Landlord: Sebring Airport Authority
128 Authority Lane
Sebring, FL 33870
Attention: Current Chair

The agreements contained in this Landlord's Acknowledgment shall continue in full force until all of Tenant's obligations and liabilities to Lender are paid and satisfied in full and all financing arrangements between Lender and Tenant have been terminated or until the conclusion of the time periods set forth in paragraph (vi) above. Lender's rights pursuant to this Landlord's Acknowledgment shall not be terminated or otherwise adversely affected by any modification,

extension, waiver, consent or other indulgence granted by Lender to Tenant. Without limiting the generality of the foregoing, Landlord waives notice of (a) Lender entering into any security agreement with Tenant or any other party, (b) the terms, conditions and other provisions of any security agreement and (c) all other notices, if any, which Landlord, but for this Landlord's Acknowledgment be or become entitled in respect of the Collateral.

Landlord will notify all Landlord's successors-in-interest to the Premises and all mortgagees of Landlord of the existence of this Landlord's Acknowledgment. The agreements contained in this Landlord's Acknowledgment may not be modified or terminated orally and shall be binding upon the successors, assigns and personal representatives of Landlord.

[The remainder of this page is intentionally left blank.]

IN WITNESS thereof, Landlord has executed and delivered this Landlord's Acknowledgment and Agreement as of 3-17, 2022.

LANDLORD:

Sebring Airport Authority

By: 
Name: _____
Title

Signature Page to
Landlord's Acknowledgment and Agreement

Exhibit A

Lease

See attached.

**SEBRING AIRPORT AUTHORITY
COMMERCIAL LEASE
TURF CARE SUPPLY CORP.**

THIS LEASE AGREEMENT is made and entered into this 20th day of May, 2021, by and between the **SEBRING AIRPORT AUTHORITY**, a body politic and corporate of the State of Florida (herein called "LANDLORD") and **TURF CARE SUPPLY CORP.**, a Delaware corporation (herein called "TENANT").

WITNESSETH:

WHEREAS, LANDLORD is the owner of certain real property located at Sebring Regional Airport and Industrial Park in the County of Highlands, State of Florida; and,
WHEREAS, LANDLORD has agreed to lease a portion of the property to TENANT, subject to certain terms and conditions; and,
WHEREAS, TENANT wishes to lease said property from LANDLORD

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

1. **TERM.** The term of this Lease Agreement shall be for two (2) years commencing on June 1, 2021, and ending on May 31, 2023, unless extended or sooner terminated as herein provided.
2. **PROPERTY.** The property subject to this Agreement are Buildings 916, 917, 918 and 919 at Sebring Regional Airport and Industrial Park as shown on Exhibit "A" attached hereto (herein called the "Premises").
3. **USE.** The Premises shall not be occupied by TENANT until completion of the alterations by TENANT set forth in paragraph 15. The Premises are to be used by TENANT for the purpose of manufacturing, storage and distribution of lawn care products and supplies. TENANT shall safeguard all products and supplies and transport all in airtight containers. TENANT will make no unlawful, improper, or offensive use of the Premises.
4. **RENT.** TENANT hereby agrees to pay rent to LANDLORD of \$35,875.00 per month and shall be paid together with a 5% fire/security charge and any sales or use taxes thereon, in advance, on or before the first day of each month during the first year of the lease term. Beginning the second year of the lease term and on the same day of each year thereafter, if extended, the rent shall be adjusted upward in accordance with the following provision. LANDLORD shall compute the percentage of increase, if any, of the cost of living (based on the Consumer Price Index, "All Items", for all urban consumers published by the Bureau of Labor Statistics of the United States Department of Labor) during the preceding twelve (12) month period and the rent shall then be increased by that percentage or 3%, whichever is greater, to establish the rent for the succeeding twelve (12) months. At no time will the rent decrease. TENANT shall pay to LANDLORD a security deposit in the amount of \$100,000.00 upon the execution of this lease, which deposit shall not bear interest but shall be returned to TENANT upon termination of this lease so long as there is no rent left unpaid and no damage to the Premises. Each lost key shall incur a \$50.00 re-key fee. Each lost security fencing access card shall incur a \$25.00 replacement fee.
5. **LATE PAYMENTS.** Rental payments remaining due and unpaid for a period of ten (10) days after the date due shall accrue a service charge equal to 1.5% of the amount of the delinquent payment, or \$100.00, whichever is greater, per month, from the date due until paid.
6. **WORTHLESS PAYMENTS.** Any rental payments returned as worthless or as insufficient funds shall accrue a service charge equal to 5% of the amount of the returned payment, or \$35.00, whichever is greater.

7. **EMERGENCY CONTACT.** TENANT shall provide LANDLORD with the name and telephone number of a contact person who shall be on call at all times to respond in case of any emergency.

8. **OPTION TO RENEW.** LANDLORD hereby grants to TENANT three (3) options to renew this Lease for an additional term of one (1) year each, upon the same terms and conditions hereunder except that each option period shall commence at the expiration of the preceding term of this Lease and the rent shall be adjusted upward in accordance with paragraph 4 above. Said options shall be exercised by TENANT's delivery of notice thereof to LANDLORD, in writing, not less than three (3) months prior to the end of the preceding term, if at all, and shall be effective only if TENANT is not in default under this Lease.

9. **RELOCATION.** LANDLORD shall have the right to relocate TENANT, at LANDLORD'S expense, to a mutually agreeable location within Sebring Regional Airport and Industrial Park if the Premises are needed by LANDLORD.

LANDLORD shall give TENANT at least three (3) months' notice of a proposed relocation, unless the parties agree in writing to a shorter term. Said relocation shall be evidenced by a written addendum to this Lease Agreement, executed by the parties. Should the parties not be able to agree on a new location, LANDLORD may terminate this lease thereafter upon three (3) months' notice.

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

11. **INSURANCE AND INDEMNITY.** TENANT, at each authorized location, will at its own expense and at all times during the term of this Agreement, provide and maintain in effect those insurance policies and minimum limits of coverage as designed below, with companies licensed to do business in the state or country in which the Agreement is to be performed. Insurance will be written with carrier/carriers with a minimum rating of "A-, X" by A.M. Best Rating agency or equivalent agency. These minimum insurance requirements shall not be interpreted to in any way limit TENANT's defense and indemnity obligations:

- A. Specifically recognize and insure the contractual liability assumed by TENANT under this Agreement;
- B. Provide that TENANT's insurance shall be primary to and non-contributory with any and all insurance maintained by or afforded to LANDLORD and its affiliated and subsidiary companies, and their respective officers, directors, shareholders, employees and agents;
- C. Provide that no cancellation or non-renewal will become effective except upon thirty (30) days prior written notice to LANDLORD except for non-payment of premium;
- D. Specifically waive insurers' rights of subrogation against LANDLORD; and
- E. Should TENANT's policies provide a limit of liability in excess of such Amounts, LANDLORD shall have the right of the benefit to the full extent of the coverage available.

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

removable trade fixtures and TENANT'S leasehold improvements.

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

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

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

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

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

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

ADDITIONAL INSURANCE. LANDLORD requires the following additional types of insurance.

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

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

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

13. REMOVAL OF PERSONAL PROPERTY UPON TERMINATION. Upon termination of this Agreement, provided all monies due LANDLORD have been paid, TENANT shall have the right and responsibility to remove all of its personal property, including machinery and equipment, which it has installed or placed on the Premises, which removal shall be accomplished no later than the termination date. Electrical and plumbing facilities, air conditioners and other permanently installed fixtures shall not be considered personal property. TENANT agrees to repair any damage occasioned by reason of such removal or damage caused by TENANT's occupancy. In the event TENANT fails to remove its personal property or to repair any damage done to the Premises by the termination date, LANDLORD reserves the right to remove and store all such personal property left, at the risk and expense of TENANT, and to make repairs necessary to restore the Premises, with the cost of such repairs to be paid by TENANT.

14. ABANDONMENT OF PREMISES BY TENANT. In case TENANT shall abandon said Premises, or any part thereof, during the term of this Agreement, LANDLORD may, at its option, without notice, relet said Premises, or any part thereof, on such terms and for such rent as it may deem expedient or proper. Such reletting shall not operate as a waiver of any right whatsoever which LANDLORD would otherwise have to hold TENANT responsible for the rent. In case said Premises, or any part thereof, shall be relet, LANDLORD shall collect that rent and, after paying the expense of such reletting and collections, apply the remainder toward the rent due or to become due from TENANT.

15. ALTERATIONS. TENANT shall, at TENANT's expense, complete the interior build-out of the warehouse, if necessary, and design, permit and construct a firewall to separate the leasehold, all subject to LANDLORD's review and approval, prior to occupancy of the Premises. TENANT shall make no other material additions or alterations in or to the Premises without the written consent of LANDLORD. TENANT shall be responsible for the cost of any additions or alterations made by TENANT and shall protect and reimburse LANDLORD against possible mechanics', laborers' and materialmen's liens upon the Premises.

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

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

18. SUBORDINATION. This Lease Agreement shall be subordinate to the provisions of any existing or future agreement between LANDLORD and the United States of America relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for development of Sebring Regional Airport. This lease and all provisions hereof are also subject and subordinate to the terms and conditions of the instruments and documents under which the LANDLORD acquired the subject property from the City of Sebring and shall be given only such effect as will not conflict or be inconsistent with the term and conditions contained in the lease of said lands from the LANDLORD, and any existing or subsequent amendments thereto, and are subject to any rules or regulations which have been, or may hereafter be adopted by the LANDLORD pertaining to the Sebring Regional Airport. Except to the extent required for the performance of the obligations of TENANT in this Lease Agreement, nothing contained in this Lease Agreement shall grant

TENANT any rights whatsoever in the airspace above the Premises, other than those rights which are subject to Federal Aviation Administration orders, regulations or advisory circulars currently or subsequently effective.

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

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

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

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

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

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

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

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

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

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

Chief Financial Officer
Turf Care Supply Corp.
50 Pearl Road, Suite 200
Brunswick, OH 44212
Fax: 330-558-0915
Email: jbailey@tcsusa.com

Executive Director
Sebring Airport Authority
128 Authority Lane
Sebring, FL 33870
Email: mike@sebring-airport.com

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

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

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

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

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

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

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

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

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

33. RACES AND EVENTS. Airplane and motor vehicle competitions and events, and the training, practice and preparation therefor, and the testing of trucks, automobiles and all related

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

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

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

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

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

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

36. ENVIRONMENTAL MATTERS.

A. TENANT covenants that, other than Allowable Amounts (as defined below), TENANT will not use, handle, generate or store any Hazardous Materials (as defined below) on or about the Premises. Other than Allowable Amounts, TENANT will not cause any Hazardous Materials to be generated, released, stored, or deposited over, beneath, or on the Premises or on any structures located on the Premises from any source whatsoever.

B. As used in this Lease, the term "Allowable Amounts" shall mean, with respect to any given Hazardous Material, a level or quantity of such Hazardous Material in any given form or combination of forms that (i) does not constitute a violation of any applicable law, and (ii) is customarily employed in TENANT's operations. As used in this Lease, the term "Hazardous Materials" shall mean any and all pollutants, wastes, flammables, explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances and all other materials defined by or regulated under any Environmental Law. As used in this Lease Agreement, the term "Environmental Laws" means any local, state or federal law pertaining to environmental regulation, contamination or clean-up, public health and safety, worker health and safety, and worker and community right-to-know, including those defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. § 9604 (14), pollutants or contaminants as defined in CERCLA, 42 U.S.C. § 9604 (A) (2), or hazardous waste as defined in the Resources Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6903 (5), or other similar applicable Federal or State Laws or regulations.

C. TENANT shall promptly notify LANDLORD if TENANT shall become aware that the Premises are in violation or are alleged to be in violation of any Environmental Laws. Tenant shall cure any violations of Environmental Laws caused by TENANT or any of its agents, employees or representatives or any predecessor in interest of TENANT who was a tenant of LANDLORD under a lease agreement with respect to the Premises. TENANT shall not be responsible or otherwise liable for damages or violations of Environmental Laws that are not

caused by actions or inactions of TENANT or its agents, employees, predecessor in interest, or representatives. LANDLORD shall cure any other violations of Environmental Laws on or affecting the Premises caused by any action or inaction of Landlord, or its employees, agents, representatives or invitees, including, without limitation, any violations of Environmental Laws or other applicable laws arising from Radon gas at the Premises, and in the event Landlord fails to commence said cure within a reasonable amount of time, TENANT may, at its sole option and without liability to LANDLORD, terminate this Lease upon thirty (30) days prior written notice to LANDLORD. TENANT shall indemnify and hold LANDLORD harmless from and against any and all expenses, damages, suits, liabilities and costs (including without limitation attorneys' and consultants' fees) incurred by LANDLORD as a result of the use, handling, storage, transportation, release, discharge, treatment, or disposal of Hazardous Materials by Tenant or any of its agents, employees, or representatives. LANDLORD shall indemnify (unless such indemnification is prohibited by applicable law) and hold TENANT and its affiliates harmless from and against any and all expenses, damages, suits, liabilities and costs (including without limitation attorneys' and consultants' fees) incurred by TENANT or its affiliates as a result of the use, handling, storage, transportation, release, discharge, treatment, or disposal of Hazardous Materials, including Radon, on or about the Premises by LANDLORD or its agents, employees, representatives or its invitees, or that were in existence on or about the Premises at or prior to the commencement date of this Lease. Such indemnities shall survive termination of this Lease Agreement, whether by lapse of time or otherwise.

37. RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. Pursuant to §404.056(8), Florida Statutes.

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

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

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

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

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

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

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

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

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

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

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

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

C. Bring an action then or thereafter against TENANT to recover the amount of any payment owing by TENANT to LANDLORD as the same is due, becomes due, or accumulates;

D. Accelerate the rental to be paid over the entire term of this Lease and bring then or thereafter an action for said rental and all other amounts due and owing by TENANT to LANDLORD;

E. Terminate this Lease by giving TENANT written notice thereof, without relieving TENANT from any obligation or liability for payments theretofore or thereafter becoming due or any other present or prospective damages or sums due or provided by law or this Lease and resulting from TENANT's default;

F. Terminate this Lease, relieving TENANT of any liability or obligation for any payments then or thereafter becoming due;

G. Exercise any combination of the above or any other remedy provided by law.

41. **ATTORNEYS' FEES AND COSTS.** In any action brought by either party for the interpretation or enforcement of the obligations of the other party including LANDLORD's right to indemnification, the prevailing party shall be entitled to recover from the losing party all reasonable attorney's fees, paralegal fees, court and other costs, whether incurred before or during litigation, on appeal, in bankruptcy or in post judgment collections.

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

43. **TAXES.** Any taxes (including, without limitation, Highlands County ad valorem real property taxes and Florida sales or use taxes) on this Lease, the lease payments or the Premises shall be the obligation of TENANT. TENANT shall make monthly deposits with LANDLORD, in a non-interest bearing account, of a sum equal to one-twelfth of the annual taxes and assessments which may be levied against the leased Premises. The amount of such taxes, when unknown, shall be estimated by LANDLORD. Such deposits shall be used by LANDLORD to pay such taxes when due. Any insufficiency of such account to pay such charges when due shall be paid by TENANT to LANDLORD on demand. Should said taxes not be paid by TENANT, they shall be considered unpaid additional rent and failure to pay said taxes shall be considered a default hereunder.

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

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

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

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

47. PROVISIONS OF LAW DEEMED INSERTED. Each and every provision of law and clause required by law to be inserted in this document shall be deemed to be inserted herein and the lease shall be read and enforced as though it were included, and if, through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon application of either party, the lease shall forthwith be physically amended to make such insertion or correction.

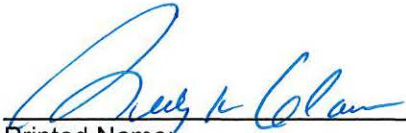
48. GOVERNING LAW. This agreement will be governed by and construed in accordance with the laws of the State of Florida and the parties agree to submit to the jurisdiction of the Tenth Judicial Circuit, in and for Highlands County, Florida.

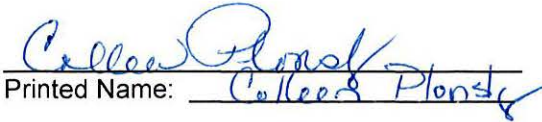
49. TIME. Time is of the essence of this agreement.


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

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

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

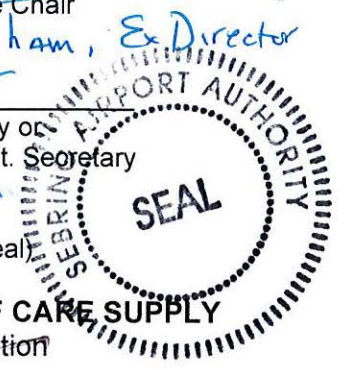

Printed Name: Beverly K. Glarner


Printed Name: Colleen Plonky

By: 
 D. Craig Johnson, as its Chair or
 Pete McDevitt, as its Vice Chair

Mike Willingham, Ex Director

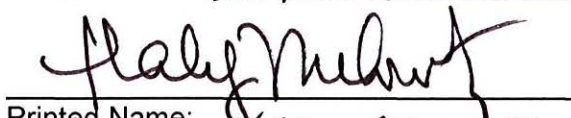
Attest:
 Carl Cool, as its Secretary or
 Mark Andrews, as its Asst. Secretary




(Corporate Seal)

WITNESSES:


Printed Name: LORI MILOWITZ


Printed Name: HALEY MILOWITZ

TENANT: TENANT: TURF CARE SUPPLY CORP., a Delaware corporation

By: 
William Milowitz, as its President

(Corporate Seal)

Exhibit Attached:

- A. Map/Real Property Description



SEBRING REGIONAL AIRPORT
128 AUTHORITY LANE
SEBRING, FL 33870

ATKINS

4250 WINDY HILL ROAD
SUITE 200
TALLAHASSEE, FL 32310
TEL: 904.887.8711 FAX: 1.877.800.4450
WWW.ATKINSGROUP.COM
PBR CA NO. 24

NETMAP:



DRAWING SCALE:



SCALE IN FEET

PROJECT NAME:

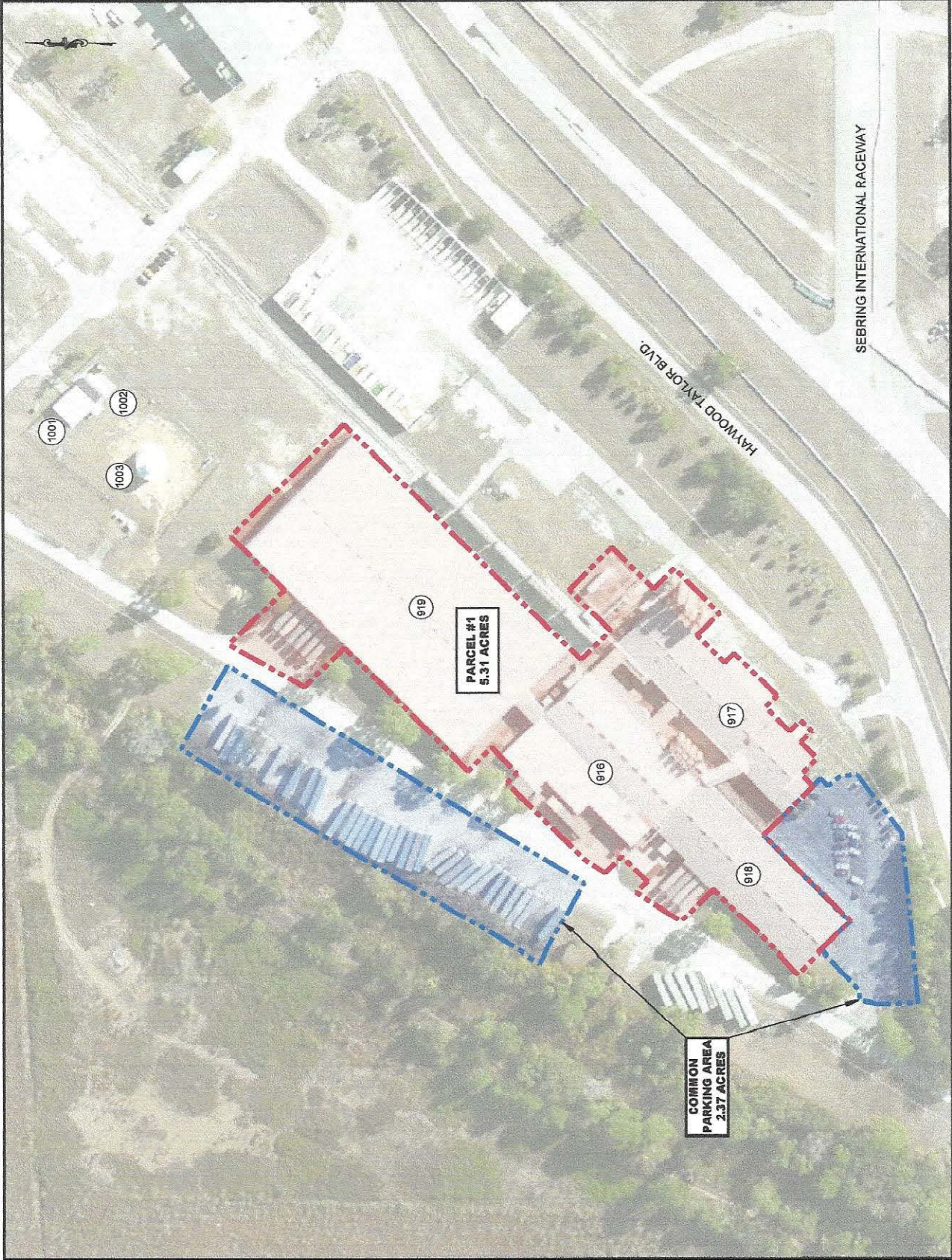
AIRPORT LEASE
AGREEMENTS

SHEET TITLE:

TURF CARE LEASE
AREA EXHIBIT

SHEET NO.:

EX-1



**CONSOLIDATION, AMENDMENT AND
RESTATEMENT OF
SEBRING AIRPORT AUTHORITY
COMMERCIAL LEASES WITH
TURF CARE SUPPLY CORP.**

THIS LEASE AGREEMENT is made and entered into this 17th day of August, 2017, by and between the **SEBRING AIRPORT AUTHORITY**, a body politic and corporate of the State of Florida (herein called "LANDLORD") and **TURF CARE SUPPLY CORP.**, a Delaware corporation (herein called "TENANT").

WITNESSETH:

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

WHEREAS, LANDLORD has leased portions of the property to TENANT, subject to certain terms and conditions; and,

WHEREAS, LANDLORD and TENANT have agreed to consolidate, amend and restate those prior leases,

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

1. **TERM.** The term of this Lease Agreement shall be for ten (10) years commencing on September 1, 2017, and ending on August 31, 2027, unless extended or sooner terminated as herein provided.
2. **PROPERTY.** The property subject to this Agreement are Land #1, Building 51, Building 907 and Building 908 at Sebring Regional Airport and Industrial Park as shown on composite Exhibit "A" attached hereto (herein collectively called the "Premises").
3. **USE.** The Premises are to be used by TENANT for the purpose of manufacturing, storage and distribution of lawn care products and supplies. TENANT will make no unlawful, improper, or offensive use of the Premises.
4. **RENT.** TENANT hereby agrees to pay rent to LANDLORD of \$10,561.13 per month, together with a 5% fire/security charge and any sales or use taxes thereon, in advance, on or before the 1st day of each month during the initial year of the Lease. Beginning September 1, 2018, and on the same day of each year thereafter, the rent shall be adjusted upward in accordance with the following provision. LANDLORD shall compute the percentage of increase, if any, of the cost of living (based on the Consumer Price Index, "All Items", for all urban consumers published by the Bureau of Labor Statistics of the United States Department of Labor) during the preceding twelve (12) month period and the rent shall then be increased by that percentage or 3%, whichever is greater, to establish the rent for the succeeding twelve (12) months. At no time will the rent decrease. TENANT has paid to LANDLORD a security deposit in the amount of \$10,000.00 upon the execution of this lease, which deposit shall not bear interest but shall be returned to TENANT upon termination of this lease so long as there is no rent left unpaid and no damage to the Premises. □ Each lost key shall incur a \$50.00 re-key fee. □ Each lost security fencing access card shall incur a \$25.00 replacement fee.
5. **LATE PAYMENTS.** Rental payments remaining due and unpaid for a period of ten (10) days after the date due shall accrue a service charge equal to 1.5% of the amount of the delinquent payment, or \$100.00, whichever is greater, per month, from the date due until paid.
6. **WORTHLESS PAYMENTS.** Any rental payments returned as worthless or as insufficient funds shall accrue a service charge equal to 5% of the amount of the returned payment, or \$35.00, whichever is greater.
7. **EMERGENCY CONTACT.** TENANT shall provide LANDLORD with the name and telephone number of a contact person who shall be on call at all times to respond in case of any emergency.
8. **OPTION TO RENEW.** LANDLORD hereby grants to TENANT an option to renew this Lease for two additional terms of five (5) years each, upon the same terms and conditions hereunder except that each option period shall commence at the expiration of the preceding term of this Lease and the rent shall be increased as set forth above. Said options shall be exercised by TENANT's delivery of notice thereof to LANDLORD, in writing, not less than six (6) months prior to the end of each preceding term, if at all, and shall be effective only if TENANT is not in default under this Lease. Failure to exercise any option

shall serve to cancel all remaining options hereunder.

9. RELOCATION. LANDLORD shall have the right to relocate TENANT, at LANDLORD'S expense, to a mutually agreeable location within Sebring Regional Airport and Industrial Park if the Premises are needed by LANDLORD.

LANDLORD shall give TENANT at least three (3) months notice of a proposed relocation, unless the parties agree in writing to a shorter term. Said relocation shall be evidenced by a written addendum to this Lease Agreement, executed by the parties. Should the parties not be able to agree on a new location, LANDLORD may terminate this lease thereafter upon three (3) months notice.

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

11. INSURANCE AND INDEMNITY. TENANT, at each authorized location, will at its own expense and at all times during the term of this Agreement, provide and maintain in effect those insurance policies and minimum limits of coverage as designed below, with companies licensed to do business in the state or country in which the Agreement is to be performed. Insurance will be written with carrier/carriers with a minimum rating of "A-, X" by A.M. Best Rating agency or equivalent agency. These minimum insurance requirements shall not be interpreted to in any way limit TENANT's defense and indemnity obligations:

- A. Specifically recognize and insure the contractual liability assumed by TENANT under this Agreement;
- B. Provide that TENANT's insurance shall be primary to and non-contributory with any and all insurance maintained by or afforded to LANDLORD and its affiliated and subsidiary companies, and their respective officers, directors, shareholders, employees and agents;
- C. Provide that no cancellation or non-renewal will become effective except upon thirty (30) days prior written notice to LANDLORD except for non-payment of premium;
- D. Specifically waive insurers' rights of subrogation against LANDLORD; and
- E. Should TENANT's policies provide a limit of liability in excess of such Amounts, LANDLORD shall have the right of the benefit to the full extent of the coverage available.

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

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

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

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

INVALIDATION OR CONFLICT WITH EXISTING INSURANCE POLICIES: TENANT shall not

do, permit or suffer to be done any act, matter, thing or failure to act in respect to the Premises that will a) invalidate or be in conflict with any insurance policies covering the Premises or any part thereof; or b) increase the rate of insurance on the Premises or any property located therein. If by reason of the failure of TENANT to comply with the provisions of this Lease, the insurance rate shall at any time be higher than it otherwise would be, then TENANT shall reimburse LANDLORD and any other tenants, on demand, for that part of all premiums for any insurance coverage that shall have been charged because of such actions by TENANT.

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

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

ADDITIONAL INSURANCE. LANDLORD requires the following additional types of insurance.

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

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

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

13. REMOVAL OF PERSONAL PROPERTY UPON TERMINATION. Upon termination of this Agreement, provided all monies due LANDLORD have been paid, TENANT shall have the right and responsibility to remove all of its personal property, including machinery and equipment, which it has installed or placed on the Premises, which removal shall be accomplished no later than the termination date. Electrical and plumbing facilities, air conditioners and other permanently installed fixtures shall not be considered personal property. TENANT agrees to repair any damage occasioned by reason of such removal or damage caused by TENANT's occupancy. In the event TENANT fails to remove its personal property or to repair any damage done to the Premises by the termination date, LANDLORD reserves the right to remove and store all such personal property left, at the risk and expense of TENANT, and to make repairs necessary to restore the Premises, with the cost of such repairs to be paid by TENANT.

14. ABANDONMENT OF PREMISES BY TENANT. In case TENANT shall abandon said Premises, or any part thereof, during the term of this Agreement, LANDLORD may, at its option, without notice, relet said Premises, or any part thereof, on such terms and for such rent as it may deem expedient or proper. Such reletting shall not operate as a waiver of any right whatsoever which LANDLORD would otherwise have to hold TENANT responsible for the rent. In case said Premises, or any part thereof, shall be relet, LANDLORD shall collect that rent and, after paying the expense of such reletting and collections, apply the remainder toward the rent due or to become due from TENANT.

15. ALTERATIONS. TENANT shall make no material additions or alterations in or to the Premises without the written consent of LANDLORD. TENANT shall be responsible for the cost of any additions or alterations made by TENANT and shall protect and reimburse LANDLORD against possible mechanics', laborers' and materialmen's liens upon the Premises.

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

of that law.

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

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

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

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

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

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

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

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

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

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

23. FUTURE AGREEMENTS OF THE AIRPORT. The terms and conditions hereof shall not be construed to prevent LANDLORD from making commitments to the Federal Government or to the State of

Florida to qualify for the expenditure of State or Federal funds upon the Airport.

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

Chief Financial Officer
Turf Care Supply Corp.
50 Pearl Road, Suite 200
Brunswick, OH 44212
Fax: 330-558-0915
Email: mihei@tcsusa.com

Executive Director
Sebring Airport Authority
128 Authority Lane
Sebring, FL 33870
Email: mike@sebring-airport.com

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

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

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

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

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

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

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

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

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

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

reserves the right to designate the access road or roads to be used by TENANT during these events.

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

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

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

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

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

36. ENVIRONMENTAL MATTERS. TENANT covenants and agrees to discharge only domestic waste into LANDLORD's sewer system. TENANT will not allow any hazardous substances including without limitation, any and all pollutants, wastes, flammables, explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances and all other materials defined by or regulated under any Environmental Law, including those defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. § 9604 (14), pollutants or contaminants as defined in CERCLA, 42 U.S.C. § 9604 (A) (2), or hazardous waste as defined in the Resources Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6903 (5), or other similar applicable Federal or State Laws or regulations, to be generated, released, stored, or deposited over, beneath, or on the Premises or on any structures located on the Premises from any source whatsoever. TENANT further covenants to hold the LANDLORD harmless from all claims, demands, damages, fines, costs, cleanup, attorney's fees, and court costs arising from TENANT'S discharge (either intentional or accidental) of such matters to the soil, air, water, or waste water treatment facility. LANDLORD hereby agrees to hold TENANT harmless from all claims, demands, damages, fines, costs, cleanup, attorney's fees, and court costs arising from any discharge of such matters occurring prior to the term of this Lease.

37. RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. Pursuant to §404.056(8), Florida Statutes.

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

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

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

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

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

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

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

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

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

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

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

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

C. Bring an action then or thereafter against TENANT to recover the amount of any payment owing by TENANT to LANDLORD as the same is due, becomes due, or accumulates;

D. Accelerate the rental to be paid over the entire term of this Lease and bring then or thereafter an action for said rental and all other amounts due and owing by TENANT to LANDLORD;

E. Terminate this Lease by giving TENANT written notice thereof, without relieving TENANT from any obligation or liability for payments theretofore or thereafter becoming due or any other present or prospective damages or sums due or provided by law or this Lease and resulting from TENANT's default;

F. Terminate this Lease, relieving TENANT of any liability or obligation for any payments then or thereafter becoming due;

G. Exercise any combination of the above or any other remedy provided by law.

41. **ATTORNEYS' FEES AND COSTS.** In any action brought by either party for the interpretation or enforcement of the obligations of the other party including LANDLORD's right to indemnification, the prevailing party shall be entitled to recover from the losing party all reasonable attorney's fees, paralegal fees, court and other costs, whether incurred before or during litigation, on appeal, in bankruptcy or in post judgment collections.

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

43. **TAXES.** Any taxes (including, without limitation, Highlands County ad valorem real property taxes and Florida sales or use taxes) on this Lease, the lease payments or the Premises shall be the obligation of TENANT. TENANT shall make monthly deposits with LANDLORD, in a non-interest bearing account, of a sum equal to one-twelfth of the annual taxes and assessments which may be levied against the leased Premises. The amount of such taxes, when unknown, shall be estimated by LANDLORD. Such deposits shall be used by LANDLORD to pay such taxes when due. Any insufficiency of such account to pay such charges when due shall be paid by TENANT to LANDLORD on demand. Should said taxes not be paid by TENANT, they shall be considered unpaid additional rent and failure to pay said taxes shall be considered a default hereunder.

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

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

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

47. **PROVISIONS OF LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this document shall be deemed to be inserted herein and the lease shall be read and enforced as though it were included, and if, through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon application of either party, the lease shall forthwith

be physically amended to make such insertion or correction.

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

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

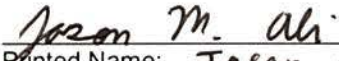
50. **MULTIPLE ORIGINALS.** This agreement is executed in multiple copies, each copy of which shall be deemed an original. Recording is strictly prohibited and shall be an event of default.

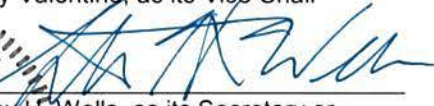
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.

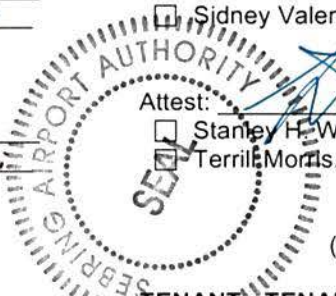
LANDLORD: SEBRING AIRPORT AUTHORITY,
a body politic and corporate of the State of Florida


Printed Name: Beverly K. Garner

By: 
 Peter H. McDevitt, as its Chair or
 Sidney Valentine, as its Vice Chair


Printed Name: Jason M. Ali

Attest: 
 Stanley H. Wells, as its Secretary or
 Terril Morris, as its Asst. Secretary

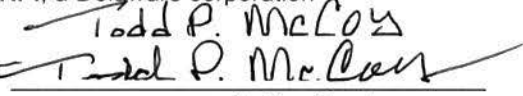


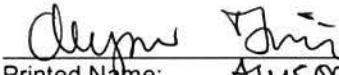
(Corporate Seal)

WITNESSES:

TENANT: TENANT: TURF CARE SUPPLY
CORP., a Delaware corporation


Printed Name: CHRISTOPHER RICHARD

By: 
_____, as its President

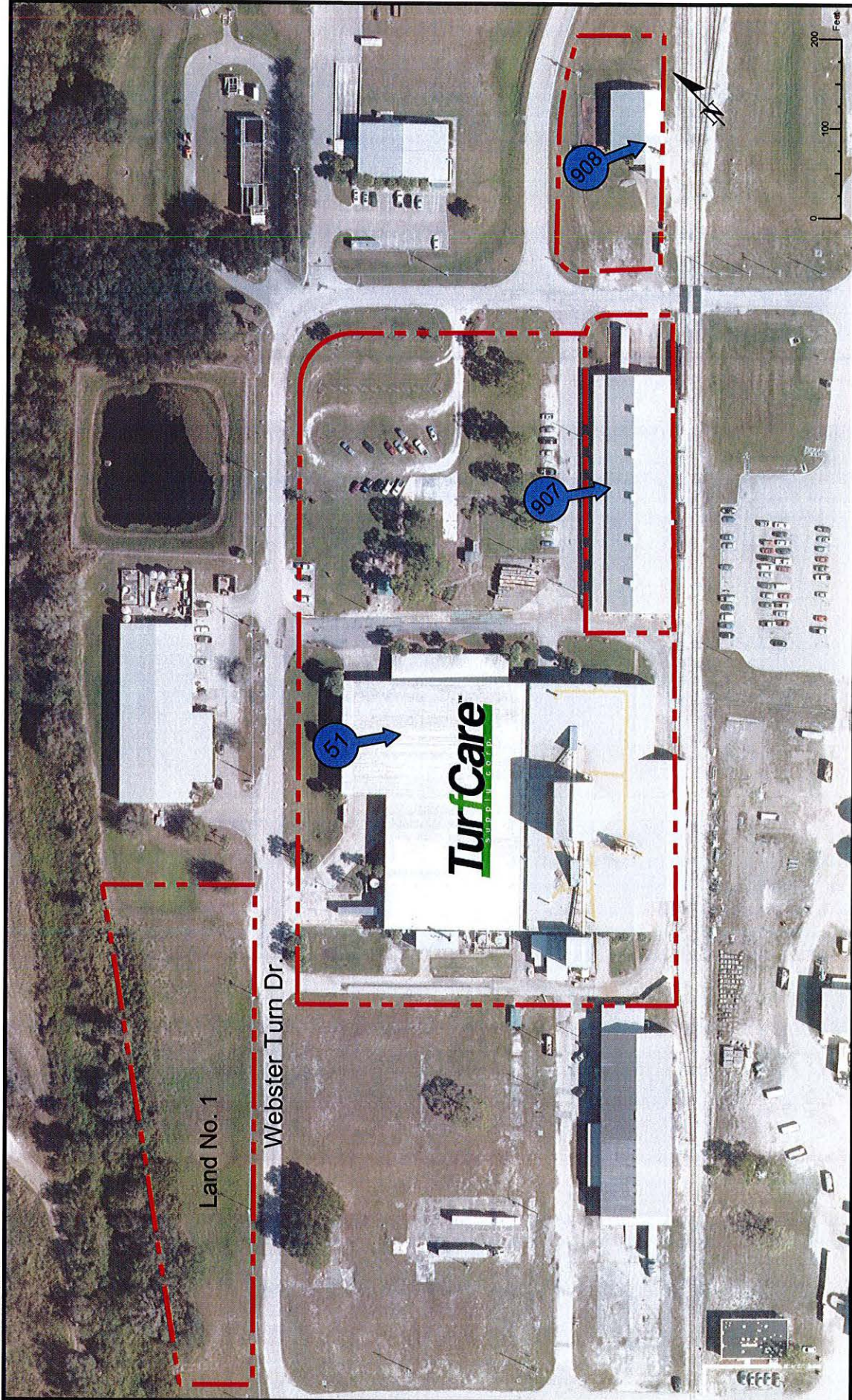

Printed Name: Anyson Fortier

EVP. of MFG.
(Corporate Seal)

Exhibit Attached:

A. Map/Real Property Description

Exhibit A



J:\05_Projects\Sebring Regional Airport\100037853_SEF_GEC - 2013-2018\Turfcore Leasehold\2017-07-24 - Turf Core Leasehold\Turfcore Leasehold 07-25-2017.dwg Jul 25, 2017 - 4:19pm



Sebring Regional Airport
Sebring, Florida

TURFCARE
SUPPLY CORP.

ATKINS
485 South Keller Road | Tallahassee, FL 32310
Orlando, FL 32810 | Fax: (407) 896-4500
www.atkinglobal.com/northamerica

**SEBRING AIRPORT AUTHORITY
AGENDA ITEM SUMMARY**

MEETING DATE: March 17, 2022

PRESENTER: Mike Willingham

AGENDA ITEM: ITB #22-01 Building 22 Reroof – Award and Contract

BACKGROUND: Staff advertised ITB #22-01 Bldg 22 Reroof on January 16, 2022. SAA received 5 bids. all meeting requirements of the ITB. Attached find Atkins Global review and ranking of all bids for your review. Atkins recommendation is to award contract to Clyde Johnson Contracting and Roofing as they were found to be the most responsive, responsible, and low bidder at \$605,000.

With the current economic environment and supply shortages, Staff is bringing the contract for your approval as well.

Staff recommends approval.

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

BOARD ACTION:

APPROVED
 DENIED
 DEFERRED
 OTHER



Atkins North America
DBPR Certificate of Authorization No. 24

March 10, 2022

Mr. Mike Willingham
Airport Manager
128 Authority Lane
Sebring, FL 33870

**RE: Sebring Regional Airport Building 22 Reroof
Bid No. 22-01 Building 22 Reroof - Bid Award Recommendation
Atkins Project No. 100072045**

Dear Mr. Willingham,

On March 2, 2022, the Sebring Airport Authority received five (5) bids for Building 22 Reroofing Project for Sebring Regional Airport. The names and total fee for the contractors, along with the Engineer's Estimate are as follows:

Building 22 Reroof	Clyde Johnson Contracting & Roofing, Inc.	Cobb Construction, Inc.	EO Koch Construction, Co.	Marmer Construction	Semco Construction, Inc.	Engineer's Opinion of Probable Cost
Bid Price	\$605,000.00	\$1,448,037.67	\$962,475.00	\$1,298,744.00	\$791,580	\$710,000.00
Bid Ranking	1	5	3	4	2	—

The detailed tabulation of the costs and scoring breakdown is enclosed.

Clyde Johnson Contracting & Roofing, Inc. submitted the lowest responsive bid in the amount of \$605,000.00. The lowest, qualified bid is approximately 17% lower than the engineer's \$710,000.00 comparable opinion of probable cost. Based on the review of the bid summary and bidder's submittal packages, including relevant experience/credentials in projects of a similar scope and magnitude, it is the engineer's recommendation to award the contract to Clyde Johnson Contracting & Roofing, Inc. in the amount consistent with the bid values for the total amount of \$605,000.00.

Sincerely,

Kevin McCauley, PE
Atkins Project Manager

c.c. Beverly Glarner

CONTRACT
(Building 22 Reroof)

THIS IS AN AGREEMENT between the **SEBRING AIRPORT AUTHORITY**, a body politic and corporate of the State of Florida (herein called "SAA") and **Clyde Johnson Contracting and Roofing, Inc**, a Florida corporation or Florida limited liability company (herein called "Contractor").

1. **PREMISE.** SAA solicited sealed bids for Building 22 reroof located at the Sebring Regional Airport and Industrial Park. Contractor submitted the lowest and best bid and SAA would like for Contractor to perform the work and Contractor would like to do so on the terms and conditions set forth herein.

2. **WORK.** Contractor, in consideration of the premises and mutual covenants herein contained, agrees to furnish at its own cost and expense, all labor, tools, equipment, superintendence, security, insurance, testing, permitting and all other accessories and services necessary to reroof Building 22 (herein collectively called the "Project" or the "Work"). The Work shall be performed in accordance with the conditions and prices stated in this contract and ITB #22-01, Part IV Specifications, Contractor's Bid Response Form Building 22 Reroof, Specifications, Drawings, and Legal Provisions, which are made a part hereof and collectively constitute this contract (herein called the "Contract Documents").

3. **CONTRACT PRICE AND PAYMENT.** As the total price for completion of the Project, SAA shall pay to Contractor the total sum of Five Hundred Thirty Thousand Dollars (\$530,000.00), less the cost of materials and any sales tax thereon, which materials SAA may elect to purchase directly. There is a contingency of \$75,000.00 for unforeseen work items. The allocation of any of those contingency funds shall be via written change order. On or about the first day of each month, Contractor shall make application for payment based upon percentages of completion in the amount of ninety percent (90%) of the Work completed up to the last day of the previous month, less the aggregate of previous payments. The remaining ten percent (10%) of the Work completed shall be retainage held by SAA until final completion of the Project. Once the Project has reached fifty percent (50%) completion, the retainage on future payments shall be five percent (5%). The SAA Executive Director must approve each payment request. Each payment application shall also:

3.1 detail an explanation of what work was completed by each entity requesting payment;

3.2 detail an estimate of the percentage of work performed by any subcontractor in relation to the entire scope of work contained in the subcontractor's contract with Contractor;

3.3 include a certification by Contractor that the work performed was in complete accordance with the Contract Documents;

3.4 include a certification that the amount of the invoice is accurate in relation to the work performed under any subcontractor contract;

3.5 include executed partial and/or final lien waivers from all suppliers and subcontractors.

Neither the final payment nor any part of the retained percentage shall become due until the Contractor, if required, shall deliver to City a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and, if required in either case, an affidavit that so far as the Contractor has knowledge or information the releases and receipts include all the labor and materials for which a lien could be filed: but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to SAA attorney, to indemnify SAA against any lien. If any lien remains unsatisfied after all payment are made, Contractor shall refund to SAA all moneys that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee. SAA's payments shall be in accordance with the Local Government Prompt Payment Act, *Fla. Stat.* 218.70, et seq.

4. COMMENCEMENT AND COMPLETION DATES. After full execution of this Agreement, SAA shall give Contractor a Notice to Proceed with purchasing the materials (Soft NTP). Thirty five days after the date the Soft NTP is sent to Contractor, the Contractor hereby agrees to commence the Work within ten (10) days from a Notice to Proceed with construction from SAA. Contractor shall be responsible for completing all Work in an expedited manner to achieve substantial completion within ninety (90) calendar days thereafter and final completion of the Work within thirty (30) calendar days after substantial completion. Contractor shall be solely responsible for the means, methods, techniques utilized in the design and construction.

4.1 Time is of the essence in this contract. Contractor and SAA acknowledge that in the event that Contractor fails to achieve final completion of the Work by the dates established therefor, SAA will incur substantial damages by loss of use of the building and other damages and the extent of such damages shall be incapable of accurate measurement. Nonetheless, the parties acknowledge that on the date of this Agreement, the amount of liquidated damages set forth below represents a good faith estimate as to the actual potential damages that SAA would incur as a result of final completion of the Project. Such liquidated damages shall be the sole and exclusive remedy of SAA for late completion of the Project and SAA hereby waives all other remedies available at law or in equity with respect to losses resulting from late completion. The amount of liquidated damages calculated hereunder does not include any penalty.

4.2 If Contractor fails to achieve substantial completion of the Project on or before the date of substantial completion as set forth herein, as may be extended by Change Order, Contractor shall pay to SAA liquidated damages in the amount of \$500.00 per calendar day for each calendar day the date of substantial completion is delayed. If Contractor fails to achieve final completion of the Project on or before the date of final completion as set forth herein, as may be extended by Change Order, Contractor shall pay to SAA liquidated damages in the amount of \$150.00 per calendar day for each calendar day the date of final completion is delayed.

5. CLEAN-UP AND REMOVAL OF DEBRIS. Contractor shall daily keep the site in a clean and orderly condition, free from all refuse, rubbish, scrap materials and debris caused by Contractor's operations. No equipment or machinery will be left on the property without prior approval of SAA. Equipment left overnight without approval will be removed and stored at Contractor's expense.

6. DRUG-FREE WORKPLACE. Contractor acknowledges that SAA is a drug-free work place. Contractor covenants that all employees of Contractor working upon SAA property shall

be subject to implementation of all possible provisions to maintain a drug-free environment and that Contractor will adhere to the provisions of Florida Statute 287.087.

7. **WORKMANSHIP.** Contractor shall, in a good workman like manner, perform all Work and furnish all supplies and materials necessary and proper to complete the Work under this contract, within the time specified herein, in accordance with the provisions of this contract, including the approved specifications, plans and drawings. Contractor shall complete the entire Project to the satisfaction of SAA. During construction, Contractor shall be responsible for the protection of all existing paving, buildings, utilities and adjacent real property and shall promptly repair, at its sole cost, any damage caused, in whole or in part, by Contractor or its agents or subcontractors during the construction.

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

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

10. **CHANGE ORDERS.** The Contract Price and the Contract Time may be changed only by a Change Order issued by SAA. SAA, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Price and the Contract Time being adjusted accordingly. All such Changes in the Work shall be authorized only by written Change Order and shall be executed under the applicable conditions of the Contract Documents.

10.1 The cost or credit to SAA resulting from a Change in the Work shall be determined in one or more of the following ways:

- A. By mutual acceptance of a lump sum properly itemized;
- B. By unit prices stated in the Contract Documents or subsequently agreed upon; or
- C. By cost and a mutual acceptable fixed or percentage fee.

10.2 If none of the methods set forth in paragraph 11.1 thereof is agreed upon, Contractor shall promptly proceed with the Work involved. The cost of such Work shall then be determined on the basis of Contractor's reasonable expenditures and savings, including, in the case of any increase in the Contract Price, a reasonable allowance for overhead and profit. In such case, Contractor shall keep and present an itemized accounting together with appropriate supporting data. The amount of credit to be allowed by Contractor to SAA for any deletion or change which results in a net decrease in cost will be the amount of the actual net decrease as confirmed by Contractor's records. When both additions and credits are involved in any one change, the allowance for overhead and profit shall be figured on the basis of net increase or decrease, if any.

10.3 Contractor represents that it has examined the Project site thoroughly before

entering into this agreement and is knowledgeable of all site conditions, above and below ground, and placement of all utilities. Contractor has also fully investigated the typical weather for this time of year. Should concealed conditions encountered in the performance of the Work below the surface of the ground be at variance with the conditions indicated by the Contract Documents or should unknown physical conditions below the surface of the ground of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract, be encountered, the guaranteed maximum cost shall be equitably adjusted by Change Order upon claim by either party only where made in writing within a seven (7) calendar days after the first observance of the condition.

10.4 Claims for Additional Cost or Time. If Contractor claims that additional cost or time is involved because of any written order for a Change in the Work issued pursuant to this Article, Contractor shall make such claim solely as provided herein and failure to make a claim timely shall be a waiver of any such claim. If Contractor wishes to make a claim for an increase in the Contract Price or an extension in the Contract time, Contractor shall give SAA written notice thereof within seven (7) calendar days after the occurrence of the event giving rise to such claim. This written notice shall be given by Contractor before proceeding to execute the Work, except in an emergency endangering life or property in which case Contractor shall proceed as necessary under the circumstances. Any change in the Contract Price or Contract Time resulting from such properly requested claim shall be authorized by Change Order. Contractor shall not be given any Change Order for time extension for rain or other adverse weather conditions unless the condition is unusual or unseasonable for the time of year.

11. TERMINATION OF CONTRACT. SAA may, by written notice, terminate this Contract in whole or in part at any time, either for SAA's convenience or because of failure to perform any material provision or portion of the Contract Documents, failure to pay vendors, suppliers, subcontractors or sub-subcontractors as required or failure to undertake adequate safety measures during the performance of the Project. Upon receipt of such notice, services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performance of this Contract, whether completed or in process, shall be delivered to SAA.

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

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

11.3 If, after notice of termination for failure to fulfill Contract obligations, it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of SAA. In such event, adjustment in the Contract price shall be made as provided in paragraph 12.1 of this agreement.

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

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

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

- A. **Comprehensive General Liability.** Comprehensive general liability insurance shall be carried with limits of at least \$1,000,000 of combined single limit for Bodily Injury and Property Damage and \$2,000,000 annual aggregate. Coverage shall include Premises and Operations, Broad Form Contractual, Products and Completed Operations, Owners and Contractors Protective Liability (also known as Independent Contractors Liability), and when applicable include Explosion, Collapse and Underground Damage (XCU), and shall include Contingent Liability against claims arising out of subcontractors with the same minimum amount.
- B. **Automobile Liability.** Vehicle liability insurance shall be carried with limits of at least \$1,000,000 for Bodily Injury and Property Damage for "all autos" including owned, hired and non-owned autos.
- C. **Workers' Compensation.** Coverage to apply for all employees for statutory limits in compliance with the applicable State and Federal laws.
- D. **Evidence Of Insurance.** Contractor shall furnish SAA with Certificates of Insurance. The Certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Sebring Airport Authority is to be specifically included as an additional insured on all policies except Workers' Compensation. If Contractor is exempt from workers' compensation requirements, it shall submit a DWC-252 Certificate Exemption Form. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued 30-days prior to said expiration date. All certificates of insurance must be on file with and approved by SAA before the commencement of any work activities.

14. **SUBCONTRACTS.** A portion of the Project may be performed under subcontracts, and Contractor shall require that each subcontractor agree to the provisions of this agreement applicable to the Work performed by such subcontractor, including, but not limited to, insurance requirements except for excess/umbrella coverage, compliance with laws and indemnification of SAA. SAA retains the right to refuse a subcontractor for reasonable cause, to review Contractor's agreements with subcontractors upon request and require changes to such subcontractor agreements as SAA deems necessary. SAA shall not be obligated to pay any subcontractor under any circumstance.

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

Contractor:
Clyde Johnson Contracting and Roofing
Justin Ennis
206 Lotus St. Clewiston, FL
Justin.ennis@JohnsonGroup.Global
863-233-1641

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

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

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

17. ACCEPTANCE AND WARRANTY. Acceptance of the Work and final payment shall not relieve Contractor of the obligation to remedy Work that does not comply with the Contract Documents. Contractor warrants to SAA that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not so conforming to these standards may be considered defective, and Contractor shall promptly repair or replace the defective Work. If required by SAA, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. Contractor shall be responsible for the technical accuracy of the services it performs and documents it prepares, and neither SAA nor its agents shall be responsible for discovering deficiencies in such services or documents.

17.1 The warranty provided in this paragraph shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents.

17.2 As more fully set forth in the Contract Documents, Contractor warrants that the Work shall be free from defects in material and workmanship at the time of final completion and for the periods described in the Contract Documents for the different components of the construction. Contractor shall promptly repair all defects at Contractor's expense. The term "defects" shall not be construed as embracing damage arising from SAA's misuse or negligence, acts of God or normal wear and tear.

17.3 SAA is entitled to all proceeds resulting from any and all manufacturer warranty defects. Contractor shall cooperate with SAA and its agents regarding manufacturer warranties, defects or claims which SAA may have in connection with the Project.

18. CORRECTION OF WORK. Contractor shall promptly correct all Work determined to be defective or failing to conform to the Contract Documents whether or not fabricated, installed or completed. Contractor shall bear all costs of correcting such defective Work. If, within one year after the date of final completion or within such other period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any

Work is found to be defective, Contractor shall correct it promptly after request from SAA to do so.

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

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

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

21.1 Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work. If either Contractor or SAA observes that any of the Contract Documents are at variance therewith in any respect, it shall promptly notify the other party, in writing, and any necessary changes shall be adjusted by appropriate modification. If Contractor performs any Work which is contrary to such laws, ordinances, rules and regulations in effect as of the date of execution of this Agreement, then Contractor shall assume full responsibility therefor and shall bear all costs attributable thereto.

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

23. 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.

24. SAFETY AND HEALTH REGULATIONS. Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act and such other rules and regulations as may be applicable to this Project.

24.1 Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.

24.2 Contractor shall take all necessary precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

- A. All employees on the Work and all other persons who may be affected thereby;
- B. All the Work, all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of Contractor or any of its subcontractors or sub-subcontractors; and
- C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designed for removal, relocation or replacement in the course of construction.

Any injury to persons or damage to property shall be immediately repaired or remedied by Contractor, subject to the limits of indemnification provided by Contractor herein.

24.3 Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. It shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including, securing materials for the Project, providing appropriate lighting and posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities. Contractor and SAA's designee shall mutually agree on appropriate staging areas for the materials and equipment for the Project so as to not unreasonably encumber SAA's other real property.

25. INDEMNIFICATION AND HOLD HARMLESS. Contractor hereby acknowledges and confirms that the contract price includes the consideration for this indemnification and hold harmless. Contractor shall, in addition to any other obligation to indemnify SAA and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless SAA, its elected officials, employees, agents and volunteers from and against all claims, actions, liabilities, losses (including economic losses), costs, including attorney fees and all costs of litigation, and judgments of every name and description arising out of or incidental to the performance of this contract, unless caused by the sole negligence of SAA, its elected officials, employees, agents or volunteers. Any cost or expenses, including attorney fees (including appellate, bankruptcy or patent council fees), incurred by SAA to enforce this agreement shall be borne by the Contractor. This indemnification shall also cover all claims brought against SAA, its elected officials, employees, agents or volunteers by any employee of Contractor, subcontractor, or anyone directly or indirectly employed by any of them. The Contractor's obligation under this paragraph shall be limited to \$10,000,000 and shall not be limited in any way to the agreed upon contract price as shown in this contract or the Contractor's limit of all services, obligations, and duties provided for in this contract, or in the event of termination of this contract for any reason, the terms and conditions of this paragraph shall survive indefinitely.

26. DEFAULT. Subject to the limitations of Sec. 768.28, Fla. Stat., in any action brought by either party for the interpretation or enforcement of the obligations of the other party including SAA's right to indemnification, the prevailing party shall be entitled to recover from the losing

party all reasonable attorney's fees, paralegal fees, court and other costs, whether incurred before or during litigation, on appeal, in bankruptcy or in post judgment collections.

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

28. **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.

29. **PERFORMANCE AND PAYMENT BONDS.** Contractor shall provide performance and payment bonds each in the full amount of the contract price or an equivalent Irrevocable Letter of Credit from a local bank before commencing work on the Project and this contract shall not become effective until SAA's receipt thereof and approval by the SAA attorney.

30. **PUBLIC RECORDS.** The Contractor is required to keep and maintain public records that ordinarily and necessarily would be required by SAA in order to perform the service sought herein. The Contractor is required to provide the public with access to public records on the same terms and conditions that SAA would provide the records and at a cost that does not exceed the cost provided in Ch. 119.07 *et seq.*, *Fla. Stat.* or as otherwise provided by law. The Contractor must ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law and must meet all requirements for retaining public records and transfer, at no cost, to SAA all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to SAA in a format that is compatible with the information technology systems of the public agency. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT BEVERLY K. GLARNER, THE CUSTODIAN OF PUBLIC RECORDS at 863-314-1301, bev@sebring-airport.com or 128 AUTHORITY LANE, SEBRING, FL 33870.**

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

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


AGREED TO this ____ day of _____, 2022.

Two Witnesses as to SAA:

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


(Printed Name) Cileen Plonsky

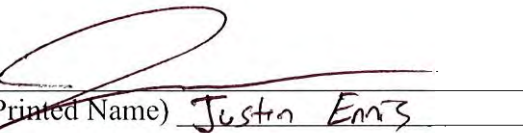
By: 
Mike Willingham, Executive Director

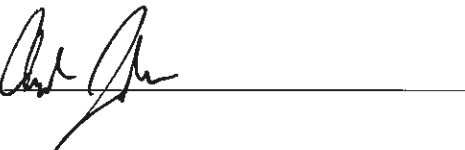

(Printed Name) Jami Olive

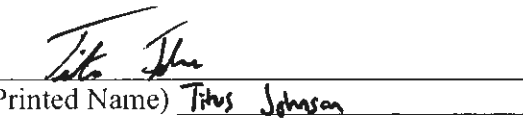
(corporate seal)

Two Witnesses as to Contractor:

Clyde Johnson Contracting and Roofing,
Inc. Florida corporation


(Printed Name) Justin Enns

By: 


(Printed Name) Titus Johnson

(corporate seal)

**SEBRING AIRPORT AUTHORITY
AGENDA ITEM SUMMARY**

MEETING DATE: March 17, 2022

PRESENTER: Mike Willingham

AGENDA ITEM: ITB #22-04 Janitorial Services – Award and Contract

BACKGROUND: Staff advertised ITB #22-04 Janitorial Services for the Sebring Airport. One proposal was submitted. A1 Express Cleaning met all the requirement of the ITB. Staff has checked references and received most positive responses from Winter Haven Airport, Winter Haven Police Department, and Orlando Housing Authority. Contract will be for \$15,000 for first year with 2–1-year renewals. Staff recommends board approval of award and contract to A1 Express Cleaning.

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

BOARD ACTION:

APPROVED
 DENIED
 DEFERRED
 OTHER

JANITORIAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into this 17th day of March, 2022, by and between the **SEBRING AIRPORT AUTHORITY**, a body politic and corporate of the State of Florida, (herein called the "Authority") and **A1 EXTREME CLEANING, LLC**, a Florida limited liability company (herein called "Service Provider").

- 1. PREMISE.** Authority owns, operates and manages the Sebring Regional Airport and Industrial Park (herein called the "Airport"). Authority requested bids for janitorial services of the Airport under ITB #22-04. Service Provider submitted the lowest and best bid and Authority would like for Service Provider to do the work and Service Provider would like to do so on the terms and conditions set forth herein.
- 2. AGREEMENT.** In consideration of the mutual covenants contained herein, and other good and valuable considerations, Service Provider hereby agrees to provide janitorial services to Authority in accordance with the conditions and prices stated in this contract and ITB #22-04, Contract Janitorial Task Schedule with Floor Plan, Bid Response ITB #22-04 and Legal Provisions, which are made a part hereof and collectively constitute this contract.
- 3. TERM.** The term of this contract shall be for one year beginning on April 1, 2022 and ending on March 31, 2023. The contract may be extended at Authority's discretion for two additional one year terms.
- 4. SERVICES.** Service Provider shall provide specific janitorial services for certain areas of the Airport as described in ITB #22-04 and the Contract Janitorial Task Schedule on days and at times approved by the Authority.
- 5. CONTRACT PRICE.** The contract price for the janitorial services described in paragraph 4 shall be \$15,000.00 per year, subject to increase or decrease as provided herein. Service Provider shall submit monthly invoices by the fifth day of the month, which shall be due and payable within thirty (30) days.
- 6. UNIFORMS.** Service Provider shall provide its employees with uniforms and all necessary equipment and supplies entirely at Service Provider's expense.
- 7. HOLD HARMLESS.** Service Provider hereby agrees to indemnify and hold Authority harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, arising out of this contract unless such claims are a result of the Authority's sole negligence. Service Provider agrees to pay on behalf of Authority, and to pay the cost of Authority's legal defense, as may be selected by Authority, for all claims described in this paragraph. Such payment on behalf of Authority shall be in addition to any and all other legal remedies available to Authority and shall not be considered to be Authority's exclusive remedy.
- 8. INSURANCE.** Service Provider shall obtain and maintain, at Service Provider's expense, the following insurance and shall not commence work hereunder until such insurance is obtained and approved by Authority:

- A. Worker's Compensation – Coverage to apply for all employees for Statutory Limits in compliance with the applicable State and Federal laws.
- B. Comprehensive General Liability – Coverage shall include:
 - a. Minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate combined single limit for Bodily Injury Liability and Property Damage Liability;
 - b. Premises and/or Operations;
 - c. Independent Contractors;
 - d. Products and/or Completed Operations; and
 - e. No exclusion for Underground, Explosion or Collapse hazards.
- C. Business Auto Policy – Coverage shall include:
 - a. Minimum limits of \$1,000,000. per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability;
 - b. Owned vehicles;
 - c. Hired and non-owned vehicles; and
 - d. Employer non-ownership.

D. Certificate of Insurance – Certificates of all insurance evidencing the insurance coverage specified in the previous paragraphs shall be filed with the Authority prior to commencement of work. Service Provider will include the 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.

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

10. **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:

Service Provider:
Angeleta Harrison, Managing Member
A1 Extreme Cleaning, LLC
202 Northwood Road
Sebring, FL 33870

Authority:
Executive Director
Sebring Airport Authority
168 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.

11. **STATUS OF SERVICE PROVIDER'S EMPLOYEES.** The parties to this contract recognize that Service Provider is contracting to provide independent contractor services to Authority and neither Service Provider nor any employee of Service Provider shall be deemed an employee or agent of Authority.

12. **COMPLIANCE WITH APPLICABLE LAWS.** Service Provider shall comply with all applicable laws, regulations, rules and ordinances of local, state and federal authorities having jurisdiction, including, but not limited to: all provisions of the Federal Government Equal Employment Opportunity clauses issued by the Secretary of Labor on May 21, 1968 and published in the Federal Register (41 CFR Part 60-1, 33 F.2 7804); all provisions of the Public Entity Crimes (*Fla. Stat. §287.133, et seq.*, as amended) and the provisions in *Fla. Stat. §287.134, et seq.*, as amended, regarding discrimination.

13. **ASSIGNMENT.** Service Provider shall not assign this contract, in whole or in part, or any monies due or to become due hereunder, without the written consent of Authority.

14. **EARLY TERMINATION.** Authority may immediately terminate Service Provider for cause if Service Provider fails to carry out any obligation under this contract. In the event of early termination, compensation provided herein shall be paid only through the effective date of termination.

15. **DRUG-FREE WORKPLACE.** Service Provider acknowledges that Authority is a drug-free work place. Service Provider covenants that all employees of Service Provider working upon Authority property shall be subject to implementation of all possible provisions to maintain a drug-free environment and that Service Provider will adhere to the provisions of Florida Statute 287.087.

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

17. **ATTORNEYS' FEES AND COSTS.** Subject to the limitations of Sec. 768.28. Fla. Stat., in any action brought by either party for the interpretation or enforcement of the obligations of the other party regarding this contract, including Authority's right to indemnification, the prevailing party shall be entitled to recover from the losing party all reasonable attorney's fees, paralegal fees, court and other costs, whether incurred before or during litigation, on appeal, in bankruptcy or in post judgment collections.

18. **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.

19. **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.

20. **PUBLIC RECORDS.** The Service Provider is required to keep and maintain public records that ordinarily and necessarily would be required by the Authority in order to perform the service sought herein. The Service Provider is required to provide the public with access to public records on the same terms and conditions that the Authority would provide the records and at a cost that does not exceed the cost provided in Ch. 119.07 *et seq.*, *Fla. Stat.* or as otherwise provided by law. The Service Provider must ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law and must meet all requirements for retaining public records and transfer, at no cost, to the Authority all public records in possession of the Service Provider upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Authority in a format that is compatible with the information technology systems of the public agency. **IF THE SERVICE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SERVICE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT BEVERLY K. GLARNER, THE CUSTODIAN OF PUBLIC RECORDS at 863-314-1301, bev@sebring-airport.com or 128 AUTHORITY LANE, SEBRING, FL 33870.**

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

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

WITNESSES:

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


Printed Name: Beverly K. Colman

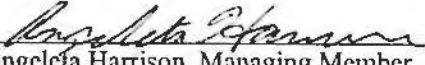
By: 
Mike Willingham, Executive Director


Printed Name: Colleen Flonsky

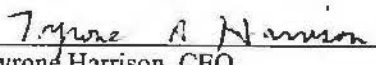
WITNESSES:

SERVICE PROVIDER: A1 EXTREME
CLEANING, LLC, a Florida limited liability
company

Printed Name: Angela Harrison

By: 
Angela Harrison, Managing Member

Printed Name: Tyrone Harrison

By: 
Tyrone Harrison, CEO

(Corporate Seal)

**SEBRING AIRPORT AUTHORITY
AGENDA ITEM SUMMARY**

MEETING DATE: March 17, 2022

PRESENTER: Mike Willingham

AGENDA ITEM: Interlocal Agreement between CRA and SAA
Bldg 22 Reroof Project

BACKGROUND: Award of Contract has been made to Clyde Johnson Contracting and Roofing for the replacement of the roof on Building 22. Staff now brings the Interlocal Agreement between the CRA and SAA for approval to cover cost of the Project.

Contract: \$530,000
Additional: \$75,000 for unforeseen conditions (if needed)
Total: \$605,000

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

BOARD ACTION:

APPROVED
 DENIED
 DEFERRED
 OTHER

Prepared by and Return to:

Sebring Airport Authority
128 Authority Lane
Sebring, Florida 33870

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is entered into this 17th day of March, 2022, between **SEBRING AIRPORT AUTHORITY**, a body politic created by Florida law (herein referred to as "SAA") and the **SEBRING REGIONAL AIRPORT AND INDUSTRIAL PARK COMMUNITY REDEVELOPMENT AGENCY**, a body politic and corporate created pursuant to Part III, Chapter 163, Florida Statutes (herein referred to as "CRA").

WHEREAS, the SAA owns and leases real property and operates an airport located at the Sebring Regional Airport and Industrial Park in Highlands County, Florida (herein referred to as the "Property"); and

WHEREAS, the CRA was formed by the Highlands County Board of County Commissioners for the purpose of assisting SAA in the development, funding and operation of the Sebring Regional Airport and Industrial Park; and

WHEREAS, the CRA has determined that the use of tax increment revenues in the Park to provide financial support for maintenance thereof is appropriate and consistent with the Community Redevelopment Plan, as updated November 19, 2015 (the "Plan"); and

WHEREAS, the SAA has issued Invitation to Bid #22-01 requesting proposals for the reroofing of Building #22 in the Park; and

WHEREAS, proposals in response to the SAA's Invitation to Bid #22-01 are due on March 2, 2022; and

WHEREAS, the SAA has requested the CRA to fund the reroofing of Building #22, an Airside Center Improvement project specifically identified in the Plan (the "Project"); and

WHEREAS, at a public meeting of the CRA on December 16, 2021, the CRA voted to approve the funding of the Project; and

WHEREAS, the CRA finds that the Project will further economic development within the Park, and the Project is consistent with and in furtherance of the Plan; and

WHEREAS, the SAA and the CRA find that the Project is a reasonable and necessary undertaking for the SAA, and that financial assistance for the Project by the CRA is consistent with the purposes for which the CRA was created and with the Plan; and

WHEREAS, this Agreement is made and entered between the parties pursuant to Section 163.01, Florida Statutes, the "Florida Interlocal Cooperation Act of 1969"; and

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **RECITALS.** The recitals set forth above are hereby incorporated in this Interlocal Agreement in their entirety.

2. **TERM.** This Interlocal Agreement will be effective as of the date of filing with the Clerk of the Circuit Court of Highlands County and will remain in effect unless terminated by either one of the parties hereto.

3. **PROJECT ASSISTANCE PAYMENTS.** The CRA finds that payment of funds in the amount of Six Hundred Five Thousand and No/100ths Dollars (\$605,000.00) for the Project will benefit and enhance the CRA Area, and that financial assistance to SAA is appropriate and furthers the purposes of the Plan, as set forth above.

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

SAA:
Sebring Airport Authority
Attn.: Executive Director
128 Authority Lane
Sebring, FL 33870

CRA:
Sebring Regional Airport and Industrial Park Community Redevelopment
Agency
Attn.: Chairman
128 Authority Lane
Sebring, FL 33870

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

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

6. **MULTIPLE ORIGINALS.** Multiple copies of this Agreement may be executed, each of which shall be deemed an original. Recording is strictly prohibited and shall be an event of default by the party causing the recording to be made.

7. **HOLD HARMLESS.** SAA agrees to save and hold CRA, its officers, agents and employees harmless from any and all liabilities, claims, actions, damages, awards and judgments to the extent allowed by law, arising from the SAA's obligations contained herein to contract and supervise the Project. However, nothing contained herein shall constitute a waiver by SAA of its sovereign immunity and the limitations set forth in Section 768.28, Florida Statutes.

8. **PERMIT, LICENSES AND AGREEMENTS.** SAA is responsible for obtaining all permits, licenses and agreements required for the Project.

9. **RECORDS.** SAA shall document all expenditures of money in detail sufficient for a proper pre-audit and post-audit report. SAA shall retain all records supporting the Project costs for three (3) years after the fiscal year in which the final payment was released by the CRA, or until final resolution of matters resulting from any litigation, claim or audit that started prior to the expiration of the three (3) year record retention period.

10. **INSPECTION.** CRA reserves the right to inspect the Project at any reasonable time, as well as the right to audit any and all financial records pertaining to the Project at any reasonable time. This Interlocal Agreement can be unilaterally canceled and no further payments made by the CRA, if SAA refuses to allow public access to all documents, papers, letters or other material made or received in conjunction with the Interlocal Agreement pursuant to the provisions of Chapter 119, Florida Statutes.

11. **EFFECTIVE.** This Interlocal Agreement has been executed pursuant to Section 163.01, Florida Statutes, and shall become effective upon execution by all parties.

12. **BENEFIT.** Nothing in this Interlocal Agreement shall be construed to benefit any person or entity not a party to this Agreement. The expenditure of funds by CRA is for the improvement and benefit of property located within the CRA Redevelopment Area and will benefit the CRA.

13. **FILING EFFECTIVE DATE.** As required by Section 163.01(11), Florida Statutes, the Interlocal Agreement shall be filed with the Clerk of the Circuit Court of Highlands County after execution by the parties, and shall take effect upon the date of filing.

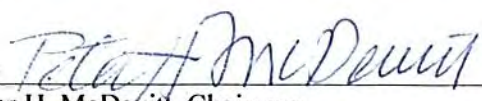
IN WITNESS WHEREOF, the parties hereto or their lawful representatives, have executed this Agreement as of the date above written.

ATTEST:



Mark Andrews, Secretary

SEBRING AIRPORT AUTHORITY, a body politic created by Florida law

By: 

Peter H. McDevitt, Chairman
Date: 3-17-22

ATTEST:



Mark Andrews, Secretary

SEBRING REGIONAL AIRPORT AND INDUSTRIAL PARK COMMUNITY REDEVELOPMENT AGENCY, a body politic and corporate created and operating under Part III, Chapter 163, Florida Statutes

By: 

Peter H. McDevitt, Chairman
Date: 3-17-22

**SEBRING AIRPORT AUTHORITY
AGENDA ITEM SUMMARY**

MEETING DATE: February 17, 2022

PRESENTER: Mike Willingham

AGENDA ITEM: CivilServ Design Group Inc. – Addendum 1 to Contract
Webster Turn Project

BACKGROUND: After consultation with CivilSurv Design Group, Inc., the designer of Webster Turn full depth reconstruction project, we feel additional survey and geotechnical exploration is necessary to make sure we end up with a quality long-lasting roadway. Staff has thoroughly reviewed this matter with Atkins and AVCON, and they both agree to scope of work and reasonableness of cost.

REQUESTED MOTION: Move to approve and ratify the Executive Director signature on addendum.

BOARD ACTION:

APPROVED
 DENIED
 DEFERRED
 OTHER

CONSULTANT SERVICES AUTHORIZATION ADDENDUM 01

WEBSTER TURN DESIGN PROJECT AT SEBRING REGIONAL AIRPORT

This Professional Services Agreement Addendum made and entered into this 6th day of March, 2022, authorizes changes to the Professional Services Agreement made and entered into on October 21, 2021, by and between:

CONSULTANT: CivilSurv Design Group, Inc., and

CLIENT: Sebring Airport Authority,
for CLIENT'S Webster Turn Design project.

I. CHANGES TO SCOPE OF SERVICES AND DELIVERABLES:

The CLIENT has requested the CONSULTANT perform topographic surveying, geotechnical evaluation, and drainage analysis to support the project. These services were not included in the original scope of services and are described as follows.

Topographic Surveying

CONSULTANT will provide topographic survey data of the outfall structures, concrete slab/pavement, design survey, and manhole information as discussed during the December 6, 2021 site visit with CLIENT. The design survey will extend from the end of the existing survey (approximate STA 41+80) to Haywood Street (approximate STA 50+80). The design survey will include observed above ground features and above ground evidence of subsurface features. The manhole and inlet information will include type and size of pipes along with the elevation of the rim, bottom, and pipe inverts.

Additional survey data to be collected within the limits of the previously provided survey (performed by others) generally includes the following.

- Pipe outfall information (pipe size, material, and invert elevations) at the drainage canal near approximate STA 14+00, STA 15+60, STA 20+60 and STA 28+40.
- Concrete slab near approximate STA 32+00 to 33+20.
- Culvert information (pipe size, material, and invert elevations) at the structure under the access to Gate 8A, near approximate STA 23+60.

CONSULTANT will utilize the survey control established and depicted in the previously provided survey to complete this work.

This work does not include any right of way or property line determination. It also does not include subsurface utility engineering services.

The deliverable for this work will be a signed and sealed survey report in lieu of any print sets of the additional survey work.

Geotechnical Evaluation

CONSULTANT will perform a geotechnical investigation within the project area. The geotechnical investigation shall include:

- a. Develop boring location plan for approximately 0.75-mile of the roadway corridor
- b. Perform 16 hand augers to 5-feet and 4 SPTs to 20-feet along the roadway alignment (locations to be determined by the design team)
- c. Collect 8 pavement cores along the roadway alignment for evaluation of base material and subgrade soil
- d. Collect 3 bulk soil samples along the project alignment, complete Limerock Bearing Ratio (LBR) testing and provide design LBR value

All laboratory testing will be performed in accordance with Florida Sampling and Testing Methods or ASTM or by latest directives. Laboratory testing will include the following as required by the needs of the project

- Organic Content
- Moisture Content
- Sieve Analysis
- Particle Size Analysis with Hydrometer
- Atterburg Limits
- Corrosion Series

The geotechnical report shall include:

- a. Copies of USGS and NRCS maps with project limits shown
- b. A report of test sheets which summarizes the laboratory test results, the soil stratifications, (i.e., soils grouped into layers of similar materials) and construction recommendations relative to FDOT Standard Indexes 120-001 and 120-002
- c. Pavement coring data
- d. Estimated seasonal high and ground water elevations for the roadway
- e. A description of the site and subsoil conditions, design recommendations and discussion of any special considerations (i.e., removal of unsuitable materials, recompression of weak soils, estimated settlement time/amount, groundwater control)
- f. Pavement design recommendations
- g. An appendix which contains stratified soil boring profiles, laboratory test data sheets, and any other pertinent information.

II. CHANGES TO SCHEDULES:

The deliverable date for the 60% construction plans will be within 60 days of receipt of authorization to proceed. The timeframes for the 90% construction plan and final deliverables remain as previously defined.

III. CHANGES TO COMPENSATION:

The lump sum budget will be increased to \$132,546 as follows:

Original Budget: \$108,396
Addendum 01 Budget: \$24,150
Total Authorized Budget: \$132,546

IV. TERMS AND CONDITIONS

Except as specifically revised herein, all other Terms and Conditions of the existing Consultant Services Authorization remain in full force and effect.

V. ACCEPTANCE

As to CONSULTANT
CivilSurv Design Group, Inc.

As to CLIENT
Sebring Airport Authority



John E. Howle, PE
Vice President of Engineering



Mike Willingham
Executive Director

**Test Lab, Inc.
Fee Schedule**

WEBSTER TURN ROAD IMPROVEMENTS-REV1

Item #	Item Description	Unit	No. of Units x	Cost Per Unit =	Total Fees
211	Asphalt Pavement Coring – 6” dia with Base Depth Check	Each	8	\$125.00	\$1,000.00
401	Geo Auger Borings- Hand & Truck/Mud Bug	LF	80	\$9.50	\$760.00
418	Geo Drill Crew Support Vehicle	Day	3	\$150.00	\$450.00
419	Geo Drilling Crew 2-Person	Hour	4	\$125.00	\$500.00
440	Geo Grout Boreholes- Truck/Mud Bug 000-050 Ft	LF	80	\$5.00	\$400.00
441	Geo Grout Boreholes- Truck/Mud Bug 050-100 Ft	LF	0	\$5.25	\$0.00
442	Geo Grout Boreholes- Truck/Mud Bug 100-150 Ft	LF	0	\$6.30	\$0.00
443	Geo Grout Boreholes- Truck/Mud Bug 150-200 Ft	LF	0	\$6.85	\$0.00
445	Geo Grouted Monitor Well 2" 000-050 Ft	LF	0	\$44.65	\$0.00
478	Geo SPT Truck/Mud Bug 000-050 Ft	LF	80	\$12.30	\$984.00
479	Geo SPT Truck/Mud Bug 050-100 Ft	LF	0	\$15.75	\$0.00
480	Geo SPT Truck/Mud Bug 100-150 Ft	LF	0	\$21.00	\$0.00
481	Geo SPT Truck/Mud Bug 150-200 Ft	LF	0	\$27.30	\$0.00
488	Geo Temp Casing 3" Truck/Mud Bug 000-050 Ft	LF	0	\$8.93	\$0.00
489	Geo Temp Casing 3" Truck/Mud Bug 050-100 Ft	LF	0	\$9.98	\$0.00
490	Geo Temp Casing 3" Truck/Mud Bug 100-150 Ft	LF	0	\$12.08	\$0.00
491	Geo Temp Casing 3" Truck/Mud Bug 150-200 Ft	LF	0	\$14.18	\$0.00
492	Geo Temp Casing 3" Truck/Mud Bug 200-250 Ft	LF	0	\$15.23	\$0.00
603	Mobilization Asphalt Coring equipment	Each	1	\$400.00	\$400.00
612	Mobilization Drill Rig Truck Mount	Each	1	\$430.50	\$430.50
805	Soils Corrosion Series (FM 5-550 through 5-553)	Test	4	\$150.00	\$600.00
810	Soils Limerock Bearing Ratio (LBR)(FM 5-515)	Test	3	\$300.00	\$900.00
811	Soils Liquid Limit (AASHTO T 89)	Test	10	\$45.00	\$450.00
812	Soils Materials Finer than 200 Sieve (FM 1-T011)	Test	10	\$55.00	\$550.00
816	Soils Moisture Content Lab (AASHTO T265)	Test	15	\$13.00	\$195.00
819	Soils Organic Content Ignition (FM 1 T-267)	Test	5	\$49.00	\$245.00
821	Soils Particle Size Analysis (AASHTO T 88) (Including Hydrometer)	Test	0	\$175.00	\$0.00
822	Soils Particle Size Analysis (AASHTO T 88) (No Hydrometer)	Test	10	\$80.00	\$800.00
823	Soils Permeability Constant Head (AASHTO T 215)	Test	0	\$553.35	\$0.00
824	Soils Permeability Falling Head (FM 5-513)	Test	0	\$258.30	\$0.00
826	Soils Plastic Limit & Plasticity Index (AASHTO T 90)	Test	10	\$46.00	\$460.00
	Senior Geotechnical Engineer	Hour	8	\$186.31	\$1,490.48
	Geotechnical Engineer	Hour	16	\$104.84	\$1,677.44
	Designer/CADD Technician	Hour	10	\$68.20	\$682.00
	Senior Engineering Technician	Hour	10	\$93.00	\$930.00
	Engineer Technician	Hour	10	\$93.00	\$930.00
	Clerical	Hour	3	\$62.00	\$186.00

Estimated Total: \$15,020.42

EXHIBIT "B"
FEE SCHEDULE

Project:		Webster Turn Drive Reconstruction				Additional Services Authorization Addendum 01								
Client:		Sebring Airport Authority												
Labor	Rate	Description	Topographic Surveying	Geotechnical							Totals			
72	\$75	Administrative Assistant		\$0	4	\$300		\$0		\$0		\$0	4	\$300
73	\$85	Associate 1		\$0		\$0		\$0		\$0		\$0	0	\$0
74	\$95	Associate 2	24	\$2,280		\$0		\$0		\$0		\$0	24	\$2,280
75	\$120	Senior Associate		\$0		\$0		\$0		\$0		\$0	0	\$0
76	\$150	Project Manager		\$0		\$0		\$0		\$0		\$0	0	\$0
77	\$180	Senior Project Manager	4	\$720		\$0		\$0		\$0		\$0	4	\$720
78	\$220	Director		\$0	4	\$880		\$0		\$0		\$0	4	\$880
79	\$300	Principal		\$0		\$0		\$0		\$0		\$0	0	\$0
43	\$165	Survey Crew	30	\$4,950		\$0		\$0		\$0		\$0	30	\$4,950
44	\$210	Survey Crew with MOT		\$0		\$0		\$0		\$0		\$0	0	\$0
45	\$190	SUE Designating Crew		\$0		\$0		\$0		\$0		\$0	0	\$0
46	\$275	SUE Locations/GPR Crew		\$0		\$0		\$0		\$0		\$0	0	\$0
		SUBTOTALS	58	\$7,950	8	\$1,180	0	\$0	0	\$0	0	\$0	66	\$9,130
		SUBCONTRACTOR				\$15,020								\$15,020
		TOTAL ESTIMATED COST		\$7,950		\$16,200		\$0						\$24,150

RESOLUTION SAA 22-02

**A RESOLUTION OF THE SEBRING AIRPORT
AUTHORITY TO APPROVE AMENDMENT S22-02 TO
THE 2021-2022 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 2021-2022 Budget Amendment S22-02 as presented.

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

PASSED AND ADOPTED this 17th day of March 2022.



SEBRING AIRPORT AUTHORITY

By: _____

Mike Willingham, Ex. Director

Highlands Aviation and Aerospace Academy

Engineering Fusion 360 program 2022-23

HEAT – **H**ighlands **E**ngineering and **A**viation **T**echnology Academy

Overview

The new engineering program called HEAT, Highlands Engineering and Aviation Technology Academy, will be provided in a separate building located between the airport administration building and Lockwood Aviation at the Sebring Regional Airport. The HEAT curriculum includes corporate sponsorship with United Airlines, Airbus, Embraer Air, and the Sebring Regional Airport. These corporate sponsors will provide real-world, real-time engineering problems for the students to work on. The skill building will be significant and will open many options and opportunities for our students to explore.

The HEAT Academy is a partnership with **Embry Riddle Aeronautical University** (providing the software and curriculum), the **Sebring Regional Airport** (providing the facility), **School Board of Highlands County** (providing the computer lab and administration of the program), and **Lockwood Aviation** (providing first year instruction with a Fusion 360 expert and aeronautical engineer Taylor Alcorn)

Taylor Alcorn is demonstrating the “full circle” evolution of our program as he was one of the first students in our aviation program 20 years ago. Taking drafting and aviation classes Mr. Rousch, he went to earn his engineering degree and came back to Lockwood Aviation as an engineer. While in high school and during his college year, Taylor worked as an intern at Lockwood Aviation. He is an example of growing our own high-tech workforce.

The program will begin at the beginning of the 2022-23 school year this coming August. We will enroll 20 students to begin the first year between out three high schools. Students will be bused from their school on Monday and Wednesday mornings for periods 1A and 2A with the other Aviation Academy students attending the program at the Aviation Development Center. Between both programs we expect a maximum of 56 students.

Program Costs and Responsibilities

Program Element	Cost	Responsibility	Total Cost – notes
Portable setup/removal	\$15,186	School Board/Grant	\$15,186
Monthly lease/rent	\$2,442	Sebring Airport	\$29,352/yr.
Site prep, ramps/stairs	\$0	School Board	\$0
Utilities connections* <small>The utilities are already there from when Med-Flight had their portable on the same site</small>	TBD	Sebring Airport	TBD
Computer lab and classroom furniture and equipment	\$45,000	School Board	\$45,000 <small>Items have already been ordered</small>
Computer software, 3D printer	\$2,500	Embry Riddle A.U.	\$2,500
Summer instructor training	\$1,500	Embry Riddle A.U.	\$1,500
Program instruction - donated	\$9,720	Lockwood Aviation	\$0
Program administration* <small>Covered by existing aviation program</small>	\$0	School Board/Grant	\$0
Monthly utilities	TBD	Identified users	TBD
Landscaping - donated	\$2,000	Hathaway	\$0

Additional considerations:

The Sebring Regional Airport will have use of the building and state-of-the-art training facility when the school board program is not using the building on Monday and Wednesday mornings during the school year. With an onsite engineering program and training facility, it is an additional resource for the SRA industrial complex and a positive industry recruitment tool.

Executive Director's REPORT



INSIDE

- Huge Media Presence: Sebring
- Flex-Box & DragonSpeed Launch 'Support Ukraine' Challenge at Sebring
- Sebring Airport Updates
- 4 Nights of Live Music: SUPERSEBRING 2022



More than 400 Media and Marketing Representatives Expected for SuperSebring 2022. Even Greater Numbers of Race Car Drivers to Participate at Sebring.

John Story Reporting

Media and marketing representatives from around the world are descending on the town of Sebring this week for coverage of SuperSebring, a two-week sports car racing spectacle that will feature seven races over six days of on-track activity.

The Mobil 1 Twelve Hours of Sebring Presented by Advance Auto Parts will again be the culminating race of SuperSebring 2022 on Saturday, March 19 and has attracted international media attention throughout its 70-year history. With the return of the FIA World Endurance Championship's 1000 Miles of Sebring on Friday, March 18, an even greater international media and marketing contingent will attend events. The FIA WEC 1000 Miles of Sebring was not held in 2020 or 2021.

Nearly 400 writers, photographers and public relations representatives have

registered to attend SuperSebring, and more are expected. This does not include domestic television production teams that will broadcast races live in the United States on USA and throughout the world on NBC's Peacock streaming service. Nor does it include broadcast crews from Europe that will broadcast events around the world on multiple networks on five continents.

"The City of Sebring and IMSA SportsCar racing will once again take center stage on network television, streaming services, and in newspapers and magazines throughout the world," said Wayne Estes, president and general manager of Sebring International Raceway. "For 70 years Sebring has been, and continues to be, synonymous with world-class sports car racing and this legendary circuit and the town of Sebring will be the focus of the racing world for the next 10 days. We are grateful for the support of the greatest fans in the world, teams, drivers and of course the media that tells the stories of Sebring and sends them around the world."

Perhaps more impressive than media attendance at Sebring will be the numbers of race teams and drivers competing. Seven races will take place with 223 cars

currently entered and 452 drivers. These races include – The Mobil 1 Twelve Hours of Sebring Presented by Advance Auto Parts (53 cars & 159 drivers), 1000 Miles of Sebring (39 cars & 117 drivers), the Alan Jay Automotive Network 120 (45 cars & 90 drivers – estimated), Porsche Carrera Cup North America (28 cars & 28 drivers) – two races, and the Porsche Sprint Challenge (58 cars & 58 drivers) – two races.

Tickets and parking for SuperSebring including the Mobil 1 Twelve Hours of Sebring Presented by Advance Auto Parts are available at www.SebringRaceway.com at pre-opening prices until Tuesday. Gates will open to all fans who have pre-purchased all tickets and parking passes on Tuesday at 2 p.m. Gate sales will begin Wednesday morning, with on-track activities starting at 8:55 a.m. with the first Porsche Carrera Cup practice, followed by four full days of on- and off-track activities including five races, concerts featuring Sammy Kershaw, Aaron Tippin, Colin Raye, Chase Matthew and more.



John Story Reporting, Sebring International Raceway

Flex-Box, the global shipping container supplier and sponsor of the DragonSpeed LMP2 race team, today announced that its major branding on DragonSpeed's car at the Mobil 1 Twelve Hours of Sebring endurance classic on 19 March will be replaced by the message 'Support Ukraine' to express its solidarity with the valiant efforts of the eastern European country to defeat the ongoing invasion of its territory by Russia.

The bold graphic on the railfin of the number 81 Oreca-Gibson, winner of this year's

play its part in condemning the war and encouraging contributions to Ukrainian relief efforts.

Elton Julian: "When Henrik came to me with this idea earlier in the week, I was on board immediately, as was Henrik Hedman. We're proud to have a sponsor who is willing to make a gesture like this in response to the terrible events of the last couple of weeks and ask the racing community to add its voice to the worldwide concern for the people of Ukraine."

Nielsen said: "As race fans, we all respect the bravery, determination, resourcefulness, and teamwork racers bring to the track. Today we see these values being demonstrated to their highest degree by the Ukrainian people in their life-and-death fight to defend their independence against Putin's unprovoked aggression. Ukrainians have the right to pursue the same



Rolex 24 at Daytona, displays the Ukrainian national colors over the car's regular stars and stripes livery. The initiative has the full backing of team principal Elton Julian and Bronze driver Henrik Hedman, whose 10Star company also backs DragonSpeed.

Nielsen is challenging other sponsors and teams to join Flex-Box by including similar messages on their entries at Sebring and beyond, helping the racing world to

In addition to the 12 Hours – round two of the 2022 IMSA WeatherTech Sportscar Championship – Sebring will host the season opening 1000-mile race of the FIA World Endurance Championship on 18 March. NBC's Peacock streaming service will carry flag-to-flag coverage of the 12 Hours with the USA Network also picking up the second half of the race.

freedoms and prosperity that allow us to enjoy activities such as motorsport and great events like Sebring. I encourage all our fellow sponsors and teams at Sebring to join us in delivering a message of support for Ukraine and our desire for a rapid end to the horrors of war. This is a stand everyone can take."

SEBRING AIRPORT UPDATES

Building 22 Reroofing Project

Clyde Johnson Contracting & Roofing, Inc. submitted the lowest responsive bid in the amount of \$605,000.00. This bid is approximately 17% lower than the engineer's \$710,000.00 comparable opinion of probable cost. Based on the review of the bid summary and bidder's submittal packages, including relevant experience/credentials, it is the engineer's and staff's recommendation to award the contract to Clyde Johnson Contracting & Roofing, Inc. in the amount of \$605,000.00.

Haywood Taylor Boulevard Paving Project

A total of 5 proposals were received on March 8th, 2022. Cobb Site Development Inc. was apparent low bidder at \$1,455,930 for the base bid (starting at Haywood Taylor and Webster Turn and continuing to Airside Center). Bid alternate 1 (reconstruction of road system from Airside Center to EAA) came in at a total cost of \$394,094. We are waiting on engineer's recommendation of award.

Webster Turn Reconstruction Project

CivilServ Design Group, Inc is proceeding with survey and additional geotechnical exploration. This project will not go to procurement until October of this year and to construction end of this year or very first of next. Because of the new Bipartisan Infrastructure Bill (BIL) FAA will allow us to use our first of 5-yearly payments on this project (\$295,000 each). As things look now, we may need little if any CRA funding for this project.

ADS

ADS continues with its improvement project which includes, additional rail storage for raw materials (completed) parking facilities, and new manufacturing equipment.

E-Stone

Looks like they may soon get started on second manufacturing building and new offices. We will keep you apprised.

BIPARTISAN INFRASTRUCTURE LAW

SAA staff and our consultants are working to apply for as many opportunities as possible regarding the Bipartisan Infrastructure Law (BIL). Please [click here](#) or the link below to see the overview provided by FAA.

https://www.faa.gov/sites/faa.gov/files/2022-02/BIL%20Industry%20Briefing%20Final_0.pdf

FOUR NIGHTS OF LIVE MUSIC COMING TO SUPERSEBRING 2022

SAMMY KERSHAW, AARON TIPPIN, COLLIN RAYE AND CHASE MATTHEW TO PERFORM FRIDAY

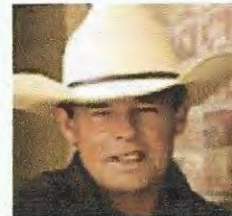
SuperSebring 2022 will feature a full slate of entertainment and fan activities during the four-day event March 16-19 that will culminate with the 70th running of the Mobil 1 Twelve Hours of Sebring Presented by Advance Auto Parts.

Not since 2019 has live music, the famed Sebring bikini contest, driver autograph sessions, an open pre-race grid walk and a public paddock be available. Fans will experience Sebring in the manner that made it famous – the world's greatest race car drivers and teams, surrounded by the world's greatest fans and interactive atmosphere.

Fan activities will start Tuesday evening, March 15, in downtown Sebring on the Sebring Circle with a parade of more than 30 beautiful IMSA WeatherTech SportsCar Championship team transporters, race cars on display, driver question and answer sessions, food vendors, a children's power wheels race, live music and more.

The party moves to the raceway on Wednesday night with Covered in Black performing at 7 p.m. and Rocktown on Thursday at 7 p.m. As the WEC 1000 Miles of Sebring nears its finish on Friday, the Sebring bikini contest will start at 7:30 p.m., followed by Acceleration, featuring the driver of the No. 31 Whelen Cadillac DPi, Tristan Nunez.

Friday's late-night lineup will include one of Nashville's hottest young stars, Chase Matthew. The night will end with Roots & Boors featuring legendary country music stars Sammy Kershaw, Aaron Tippin and Collin Raye.





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

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

LAST NAME—FIRST NAME—MIDDLE NAME Johnson D Craig	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE SAA CRA
MAILING ADDRESS 1100 DANLEWAVE AVE	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:
CITY COUNTY Sebring FL Highlands	<input type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input checked="" type="checkbox"/> OTHER LOCAL AGENCY
DATE ON WHICH VOTE OCCURRED March 17, 2022	NAME OF POLITICAL SUBDIVISION: SAA CRA
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 filling the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

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

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

ELECTED OFFICERS:

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

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

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

APPOINTED OFFICERS:

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

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

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

APPOINTED OFFICERS (continued)

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

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

- You must disclose 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 March 17, 2022, 2022:

(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 March 17, 2022

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.